

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WYNFIELD SUBDIVISION

PRESENTED FOR
REGISTRATION

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CHARLES E. CROWDER
REGISTERED DEEDS
MECKLENBURG CO. N.C.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(the "Declaration") is made on the date hereinafter set forth by
WRA/LVG Partnership, a North Carolina general partnership,
(hereinafter referred to as "Declarant") and The Charlotte
Building Group, a North Carolina general partnership (hereinafter
referred to as "CBG");

W I T N E S S E T H:

WHEREAS, the Declarant acquired and has been and is engaged
in the development of a tract of land located on Gilead Road in
Mecklenburg County, North Carolina, which tract has an area of
227 acres, more or less, which is to be known and is herein
referred to as "Wynfield Subdivision", such tract to be divided
into seven (7) villages which will appear on seven (7) or more
separate recorded maps to be recorded by Declarant or others, one
of said villages to be known as (Village I) Abberley, another to
be known as (Village II) Stourbridge, another to be known as
(Village III) Middlethorpe, another to be known as (Village IV)
Charterhouse, another to be known as (Village V) Oxfordshire,
another to be known as (Village VI) Thornbury, and the seventh to
be known as (Village VII) Tachbrook; the entire tract aforesaid
being more particularly described on Exhibit A attached hereto
and made a part hereof; and

WHEREAS, CBG is the owner of a portion of the aforesaid
property said portion being described in that certain deed
recorded in Book 5871, Page 92 in the Mecklenburg County Public
Registry and has agreed to join in the execution hereof for the
purpose of subjecting hereto the portion of the aforesaid
property owned by it; and

WHEREAS, Declarant and CBG desire to insure the
attractiveness of Wynfield Subdivision and to prevent any future
impairment thereof, to prevent nuisances, to preserve, protect
and enhance the values and amenities of all properties within
Wynfield Subdivision and to provide for the operation,

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DRAWN BY: John W. Beddow, Weinstein & Sturges, Attorneys

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REGISTER OF DEEDS BOX NO. 24

maintenance and upkeep of the Common Area, as hereinafter defined, and to this end desires to subject Wynfield Subdivision to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of said property and each and every owner of all or any parts thereof; and each of which shall inure to the benefit of and run with said property; and

WHEREAS, Declarant and CBG have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of all properties within Wynfield Subdivision and to insure the residents' full use and enjoyment of the specific rights, privileges and easements of the Common Area, as hereinafter defined, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area and related recreational facilities, and administering and enforcing this Declaration and collecting and disbursing the assessment charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under North Carolina law a nonprofit corporation with the name of "Wynfield Property Owners Association, Inc." for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant and CBG hereby declare that the real property described in Section 2.1 hereof is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, agreements, charges and liens (sometimes herein referred to as the "covenants and restrictions"), hereinafter set forth. Every grantee of any interest in any lot or real property now or hereinafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person or whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and all of the terms and conditions

hereof, and shall be deemed to have consented to all of said terms and conditions.

ARTICLE I.

Definitions

Section 1.1. "Association" shall mean and refer to Wynfield Property Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 1.2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association, and including, but not limited to, all greenways, median strips, planted areas, easements and recreational amenities. The Common Area presently intended to be conveyed to the Association by Declarant consists of a parcel of property on which Declarant shall construct a swimming pool, tennis courts and clubhouse and certain other parcels lying adjacent to public streets and within flood plain areas.

Section 1.3. "Declarant" shall mean and refer to WRA/LVG Partnership, a North Carolina general partnership, and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to such terms and conditions as Declarant may impose.

Section 1.4. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of Wynfield Subdivision, with the exception of the Common Area.

Section 1.5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.6. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7. "Property" shall mean and refer to the property described in Section 2.1 hereof.

Section 1.8. "Recreational Amenities" shall mean the facilities constructed, erected, maintained, installed and operated on the Common Area for the use, benefit and enjoyment of members.

ARTICLE II.

Property Subject to this Declaration
and Within the Jurisdiction of the
Wynfield Property Owners Association

Section 2.1. Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association, is located in Mecklenburg County, North Carolina, and is more particularly described in Exhibit A attached hereto and made a part hereof.

ARTICLE III.

Membership and Voting Rights

Section 3.1. Every Owner of a Lot 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. The directors of the Association may make reasonable rules relating to the proof of ownership of any Lot.

Section 3.2. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) 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 one Lot.

(b) Class B: The Class B Member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from Declarant to an Owner other than

Declarant, the membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all Lots owned by Declarant shall cease and be converted to Class A status on the first to occur of the following:

(i) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership;

(ii) January 1, 1992;

(iii) such date as Declarant shall elect to abolish Class B membership by delivery to the Association of written notice to such effect.

Section 3.3. The right of any Member to vote may be suspended by the Board of Directors of the Association for just cause pursuant to its rules and regulations and according to the provisions of Section 4.1(e) of this Declaration.

ARTICLE IV

Property Rights

Section 4.1 Member's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Member's Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission, membership or other fees for the use of any Recreational Amenity situated upon the Common Area;

(b) The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the Common Area and Recreational Amenities, and in connection therewith to mortgage the Common Area or any portion thereof; provided, however, if the Common Area is mortgaged while the Class B membership is in existence, the execution and delivery of such mortgage shall require the same approval of the Members as is required for special assessments for capital improvements as set forth in Section 5.4 of this Declaration;

(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 an instrument signed by two-thirds (2/3) of each class of Members of the Association agreeing to such dedication or transfer has been recorded; provided, however, that a simple majority of the Board of Directors may authorize and execute customary utility, CATV or other such easements;

(d) The right of the Association to formulate, publish and enforce reasonable rules and regulations for the use of the Common Area and Recreational Amenities;

(e) The right of the Association to suspend the voting rights of a Member (or any person to whom a Member has delegated his right of enjoyment) for any period during which any assessment against such Member's Lot remains unpaid or for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

Section 4.2 Delegation of Use

(a) Any Member may delegate to members of his family, tenants or contract purchasers who reside at such Member's Lot, in accordance with the Bylaws of the Association, such Member's right to use the Common Area.

(b) Recreational Amenities situated upon the Common Area may be utilized by family members, guests, tenants or contract purchasers of a Member subject to the rules and regulations established by the Board of Directors of the Association governing their use.

Section 4.3 Title to the Common Area. The Association shall hold, fee simple title to such tracts of land as may be deeded to it by Declarant as Common Area. Declarant does not hereby commit to the conveyance of any Common Area other than that generally described in Section 1.2 hereof; provided, however, the Recreational Amenities shall be completed by Declarant and the Common Area on which the Recreational Amenities are situated shall be conveyed to the Association free and clear

of encumbrances prior to the conveyance to an Owner of the first Lot on which a residence has been constructed.

ARTICLE V

Covenant for Assessments

Section 5.1. Creation of the Lien and Personal Obligation for Assessments.

(a) Notwithstanding any provision or inference in this Declaration to the contrary, a Lot shall not be subject to any annual or special assessments until fee simple title to the Common Area generally described in Section 1.2 hereof has been conveyed to the Association by Declarant.

(b) Declarant, for each Lot within the Property hereby covenants and each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established and collected from time to time as hereinafter provided. The annual and special assessments on Lots together with such interest thereon and costs of collection thereof, as hereinafter provided, including, without limitation, reasonable attorney's fees, shall be a charge and continuing lien on real property and improvements thereon against which each such assessment is made and shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the beautification of the Property, the recreation, health, safety and welfare of residents of the Property, the enforcement of these covenants and restrictions and the rules of the Association, and for the improvement and enhancement of the Property and providing the services and facilities devoted to

this purpose and relating to the maintenance, expenses of operation (including insurance and ad valorem taxes), use and enjoyment of the Common Area; provided, however, that nothing herein shall mean that assessments may not be used for the beautification of areas within the Property but which are not a part of the Common Area, such as entrance signs, access easements crossing private property, median strips in public streets, or the interior of cul-de-sacs.

Section 5.3 Maximum Annual Assessments

(a) Until January 1, 1990, the maximum annual assessment shall not be in excess of One Hundred Dollars (\$100.00) per Lot, except as otherwise provided herein, the exact amount of which shall be determined from time to time as provided in subsection (d) of this Section 5.3.

(b) From and after January 1, 1990, and each year thereafter, the maximum annual assessment for each Lot may be increased by the Board of Directors of the Association without a vote of the Members, by a percentage which may not exceed five percent (5%) per annum.

(c) From and after January 1, 1990, the maximum annual assessment may be increased by any amount approved by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose in accordance with Section 5.5.

(d) After consideration of the current expenses and future needs of the Association, the Board of Directors shall fix the annual assessments at any amount not in excess of the maximum as determined pursuant to the previous subsections of this Section 5.3.

Section 5.4 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 new construction, reconstruction or described capital improvements or unexpected

repair or replacement of described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments shall be adopted by a two-thirds (2/3) affirmative vote of each class of Members voting in person or by proxy at a meeting duly called for such purpose in accordance with Section 5.5

Section 5.5 Notice and Quorum for Any Action Authorized

Under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or proxies entitled to cast one-half (1/2) of all votes of each class of membership shall constitute a quorum.

Section 5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be collected on a semi-annual basis in advance, and shall be paid to any collection agent as may be appointed by the Board of Directors of the Association. Special assessments shall be collected as determined by the Board of Directors.

Section 5.7 Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for hereinafter shall be fixed on a calendar year basis and shall be due and payable semi-annually in advance beginning on such date as may be determined by the Board of Directors. Payment of the assessment shall be past due on the tenth (10th) day after the due date of each semi-annual installment. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days prior to the beginning of the year for which the assessment is applicable. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of any special assessment under Section 5.3 hereof shall be fixed in the resolution authorizing such assessment. The Association shall, upon demand and for a

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment(s) on a specified Lot have been paid.

Section 5.8 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment (or installment) not paid within ten (10) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien granted to it hereunder and charge the costs of collection, including attorney's fees, to the Owner. 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. For purposes of this Section, the amount of delinquent assessments plus accrued interest and collection costs shall be considered evidenced by this paragraph, and this Declaration shall be considered an evidence of indebtedness under the provisions of Section 6-21.2 of The North Carolina General Statutes, or similar statutes.

Section 5.9 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter coming due or from the lien thereof.

ARTICLE VI

Architectural Control

Section 6.1 General Requirements.

(a) No structure of any kind (including, but not limited to, dwellings, buildings, pools, decks, porches, garages, fences, walls, mail boxes, outbuildings, or other accessory

Property, nor shall any addition to any existing structure or a change or alteration therein be permitted, until complete final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location of floor plan therefor, and showing front, side and rear elevations have been submitted to and approved by the Architectural Control Committee of the Association described in Section 6.6 below as to harmony of exterior design and general quality standards of the area and the Wynfield Subdivision community generally, and as to location in relation to surrounding structures and topography.

(b) In order to assure that location of houses will be staggered where practical and appropriate, the structure will be located with regard to the ecological constraints and topography of each individual Lot, taking into consideration topography, location of large trees and similar considerations. The Association, through the Architectural Control Committee, reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. Furthermore, the Architectural Control Committee shall have the right to review and standardize any exterior, architectural or accessory feature and all landscaping plans.

Section 6.2 Review Procedures. If the Architectural Control Committee fails to approve or disapprove plans or specifications submitted to it within fifteen (15) days after receipt of written notice delivering such plans and specification to it together with a request for approval, the Association shall be conclusively deemed to have approved said plans and specifications. Refusal or approval of plans, specifications, builder or location may be based upon any grounds, including purely aesthetic considerations which in the sole discretion of

the Architectural Control Committee shall be deemed sufficient. The approval of the Architectural Control Committee shall in no event constitute or be construed as an approval or warranty by the Association of the stability, design or quality of any improvement.

Section 6.3 Builder Qualifications. Any builder performing any work on the Property must be approved by the Architectural Control Committee as to financial stability, building experience, and ability to build structures of a class and type of those which are to be built on the Property. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains its income primarily from construction of the type which the builder is to perform upon the Property. No Owner shall be permitted to act as his own builder or contractor for the exterior of any structure except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Property, and otherwise meets the qualifications for approval by the Association as hereinabove set forth.

Section 6.4 Completion of Improvements. The exterior portions of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same has commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies, Acts of God, natural calamities or other catastrophic circumstances beyond the control of the Owner or builder.

Section 6.5 Remedies of Association. In the event any Owner violates the terms of this Article VI, the Association or its duly appointed agents shall, after thirty (30) days written notice to Owner to cure such violation, and the failure of Owner to so cure, be entitled to enter upon the property of the Owner and cure such violation, including removal of any structure built in violation thereof, all at the cost and expense of the Owner. This right of the Association or its duly authorized agents shall

be in addition to all other general enforcement rights which the Association may have for a breach or violation of the terms of these covenants and restrictions, and shall not be deemed a trespass by the Association or its agents.

Section 6.6 Composition of Architectural Control Committee. So long as Declarant and any entity with which Declarant is associated (an associated entity to be only one with respect to which the deed conveying ownership of any portion of the Property makes specific reference to such association by language reading a substantially as follows: "For purposes of Section 6.6 of the Declaration of Covenants, Conditions and Restrictions to which the above property is subject, this conveyance is to be an entity with which Declarant is associated as defined in such Section") own more than twenty-five percent (25%) of the Lots, Declarant shall have the right to appoint the Architectural Control Committee which shall be composed of three (3) or more representatives. At such time as Declarant and any associated entity shall no longer own more than twenty-five percent (25%) of the Lots, the Architectural Control Committee shall be appointed by the Board of Directors of the Association in accordance with the Bylaws of the Association.

ARTICLE VII

General Residential Covenants

Section 7.1 Land Use and Building Type. All Lots in the Property shall be known and described as residential lots. Without the prior written consent of Declarant, Village I shall not contain more than 27 Lots, Village II shall not contain more than 70 Lots, Village III shall not contain more than 55 Lots, Village IV shall not contain more than 42 Lots, Village V shall not contain more than 53 Lots, and Villages VI and VII, in combination, shall not contain more than 124 Lots. No structure shall be erected, altered, placed or permitted to remain on any parcel of property (whether composed of one or more Lots or parts of Lots) other than one detached single family dwelling, not to exceed two and one half (2 1/2) stories in height (or two [2]

stories and a basement), and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the parcel.

Section 7.2 Lot Area and Dwelling Size.

(a) No residential structure shall be erected or placed on any parcel of property (whether composed of one or more Lots or parts of Lots) having an area of less than Eleven Thousand Two Hundred Fifty (11,250) square feet.

(b) No single family dwelling having heated square footage of less than 1,400 square feet (exclusive of unfinished basements, attached garages and storage areas) shall be erected on any parcel of property designated as a part of Wynfield Subdivision. As a part of its plan review process, the Architectural Control Committee reserves the right to determine the manner in which the square footage is to be proportioned, with specific attention given to the allocation of space to each living level, and to require exterior elevation appearance to be in conjunction with the entire streetscape, as determined in the sole discretion of the Committee.

Section 7.3 Building Setbacks, Waivers.

(a) No structures shall be erected on any Lot nearer to any street line than the building setback lines shown in the recorded maps, nor shall any building be erected on any easement described within this Declaration or shown upon the recorded maps. With respect to corner Lots, the front Lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner Lot shall face the front Lot line. No structure, including a residence, shall be located nearer than six (6) feet to both side Lot lines. For purposes of this paragraph, eaves, steps and uncovered porches or terraces shall not constitute part of a structure; provided, however, this exception shall not be construed to permit encroachment upon an easement shown on a recorded map or described within this Declaration. The foregoing shall not be construed to prevent the

construction of driveways and sidewalks up to any side lot line or over easements shown on a recorded map.

(b) In the event of the violation of any of the setback requirements set forth herein or shown on the recorded maps, Declarant reserves the right, by written agreement of waiver, to waive such violation; provided, however, that the right to waive herein reserved shall apply only to instances in which a setback requirement is violated by ten percent (10%) or less.

Section 7.4 Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 7.5 Fences Walls and Hedges. No fence, wall, hedge, mass planting or similar obstruction shall be erected or placed in that portion of any Lot lying to the front of the residence on such Lot nor shall any fence, wall, hedge, mass planting or similar obstruction exceeding eight (8) feet in height be erected or placed in that portion of any Lot lying to the rear of the front of the residence on such Lot; provided, however, the Architectural Control Committee shall have the authority to approve variances from the above requirements. Chain link or other metal fencing is not permitted, except that 2" X 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than 50 percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test.

Fencing of a more solid or privacy nature may be used immediately around patios, wood decks, or pools as privacy screens; provided, however, the design and appearance of such fencing is specifically subject to review by the Architectural Control Committee as set forth in Article VI hereof prior to the commencement of construction.

Section 7.6 Temporary Structures and Offstreet Parking

No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. For purposes of this Section 7.7, the term "trailer" shall specifically include, without limitation, a "manufactured home" as defined in Section 143-143.9(6) of the North Carolina General Statutes, as the same may be amended, and any other structure substantially constructed or prefabricated. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on Lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines (unless parked in a driveway) and, in addition, the Architectural Control Committee may, in its sole discretion, require these vehicles to be parked under cover and within a carport, garage or other shelter approved by the Architectural Control Committee as to location and appearance and no such vehicles or trailers may be occupied while parked on any Lot; provided, however, with the prior written consent of Declarant, builders may maintain temporary construction offices on Lots.

Section 7.7 Metal Garages, Carports, Buildings,

Accessory Structures, Above-Ground Pools. No metal carport or metal garage shall be erected on any Lot or attached to any residence building located on the Lot. No metal building, metal

accessory structure or above-ground pool of any kind shall be placed on any Lot.

Section 7.8 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet advertising the Property for sale or rent or signs used by Declarant or a builder approved the Association to advertise the property during the construction and sales period.

Section 7.9 Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a conventional television antenna which shall not extend more than ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

Section 7.10 Maintenance of Lot. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No Clothesline may be erected or maintained on any Lot other than a temporary clothesline located directly behind the residence. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 7.11 Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, general excavations, or shafts be permitted upon any Lot. No derrick or structure designated

responsible for restoring said property to its condition prior to disturbance.

Section 8.3 Entrance Signage. There shall be constructed at or near the entrance to each Village a stacked stone wall entrance sign containing the name of the Village, the design and location of such entrance sign to be submitted to the Architectural Control Committee for approval prior to construction. Said entrance sign shall be constructed at the expense of the person or entity recording the first map of all or a portion of the Village to which the entrance sign is applicable and appropriate easements for the maintenance of said sign shall be shown on the recorded map.

ARTICLE IX

General Provisions

Section 9.1 Enforcement. Declarant, the Association, and 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 Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceedings at law or in equity against any person or persons, firm or firms, or entity or entities violating or attempting to violate any covenant and to restrain violation or to recover damages, or both. In the event a proceeding commenced by any party entitled to enforce these covenants is concluded in favor of such party, that party shall be entitled to recover from the defendant or defendants in such proceeding the reasonable attorney's fees incurred by the prevailing party in prosecuting such proceeding.

Section 9.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.3 Term. The covenants and restrictions of this Declaration shall run with the land and shall be binding upon all parties and shall inure to the benefit of Declarant, the Association and the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are filed for registration, after which time they shall be automatically extended for successive periods of ten (10) years unless they are amended or terminated in accordance with the provisions of Section 9.4.

Section 9.4 Amendment. The covenants, conditions and restrictions of this Declaration may be amended or terminated during the initial twenty-five (25) year term by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots subject to this Declaration at the time of such amendment, and after such twenty-five (25) year term by an instrument signed by Owners of not less than seventy-five percent (75%) of such Lots; provided, however, that the Board of Directors of the Association may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Mecklenburg County Public Registry; and provided further, for so long as Class B membership is in existence, the following actions shall require the prior written approval of the Veterans Administration, U.S. Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation or Federal National Mortgage Corporation, as applicable:

- (a) annexation of additional property subject to this Declaration.
- (b) dedication of additional Common Area.
- (c) further amendment of this Declaration.

Section 9.5 Procedure for Certification and Recording of Amendment. Any instrument amending these covenants, conditions

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and restriction other than amendment by the Board of Directors of the Association to correct an error or inconsistency in drafting, typing or reproduction shall be delivered following execution by the Owners to the Board of Directors of the Association.

Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots as provided in Section 9.4. (For this purpose, the Board of Directors may rely on its roster of members and shall not be required to cause the title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.

(c) Immediately and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Mecklenburg County Public Registry.

All amendments shall be effective from the date of recordation in the Mecklenburg County Public Registry; provided, however, that no such instrument shall be valid until it is indexed in the name of the Association. When any instrument purporting to amend these covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constituted a valid amendment as to the Owners of all Lots subject to this Declaration.

IN WITNESS WHEREOF, Declarant and CBG have caused this instrument to be executed on this 29th day of November, 1988.

WRA/LVG Partnership, a North
Carolina general partnership
(Seal)
BY: Waddell-Rubin Associates
Limited Partnership, General
Partner of WRA/LVG Partnership
(Seal)

BY: R. Alvin Waddell (SEAL)
R. Alvin Waddell, General

Partner of Waddell-Rubin
Associates Limited Partnership

BY: LVG Properties, Inc.,
a North Carolina corporation,
General Partner of WRA/LVG
Partnership

BY: A. Michael Burnett
VICE President

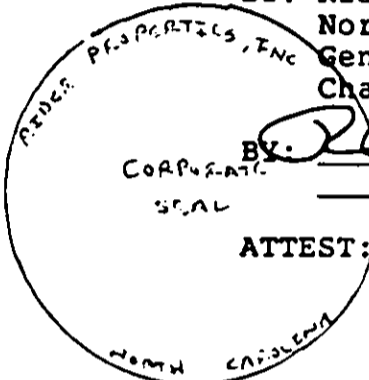
ATTEST: Judy C. Clon
Assistant Secretary



(Corporate Seal)

The Charlotte Building Group, a
North Carolina general partnership
(Seal)

BY: Ridge Properties, Inc., a
North Carolina corporation,
General Partner of The
Charlotte Building Group



BY: R. Alvin Waddell
President

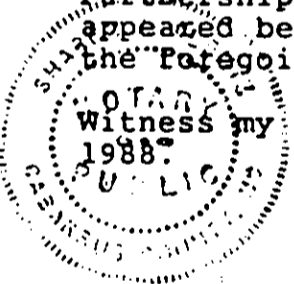
ATTEST: Sharon A. Clontz
Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public, do hereby certify that R. Alvin Waddell,
General Partner of Waddell-Rubin Associates Limited Partnership,
a North Carolina limited partnership, General Partner of WRA/LVG
Partnership, a North Carolina general partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 29 day of NOVEMBER,

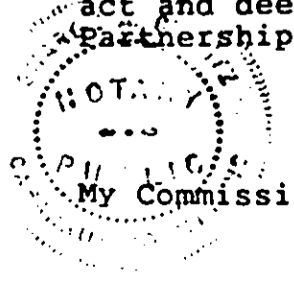


Sharon A. Clontz
Notary Public

My Commission Expires: 3-26-92

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29 day of NOVEMBER A.D. 1988, personally came before
me SHARON A. CLONTZ, a Notary Public A. MICHAEL
BURNETT, who being by me duly sworn, says that he
is VICE PRESIDENT of LVG Properties, Inc., a North
Carolina Corporation, and that the seal affixed to the foregoing
instrument in writing is the corporate seal of said Company and
that said writing was signed and sealed by him in behalf of said
corporation by its authority duly given. And the said A. MICHAEL
BURNETT acknowledged in said writing to be the
act and deed of said corporation as General Partner of WRA/LVG
Partnership, a North Carolina general partnership.



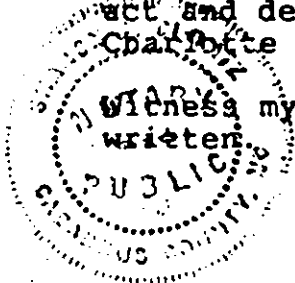
Sharon A. Clontz
Notary Public

My Commission Expires: 3-26-92

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29 day of NOVEMBER, 1988, personally came before me R. Alvin Waddell, who, being by me duly sworn, says that he is President of Ridge Properties, Inc., General Partner of The Charlotte Building Group, a North Carolina General Partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that the writing was signed and sealed by him/~~her~~ in behalf of the corporation as General Partner of The Charlotte Building Group, by its authority duly given. And the President acknowledged the writing to be the act and deed of the corporation and General Partner of The Charlotte Building Group.

Witness my hand and official seal the day and year first above written.



Sharon A. Clontz
Notary Public

My Commission Expires: 3-26-92

CONSENT OF FIRST UNION NATIONAL BANK AND DOUGLAS F. WOOLLEY, III

The undersigned, being the Beneficiary of and Trustee in that certain deed of trust recorded in Book 5686, Page 875 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Declaration and do hereby agree that this Declaration shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating among Beneficiary, Trustee, and Declarant the relationship of partnership or of joint venture, or imposing on the Beneficiary or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 23rd day of November, 1988.

BENEFICIARY: FIRST UNION NATIONAL BANK

BY: [Signature]
VICE President

Attest: [Signature]
Secretary
(Corporate Seal)

TRUSTEE: [Signature] (SEAL)
Douglas F. Woolley, III

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid do hereby certify that Douglas F. Woolley, III, Trustee of First Union National Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 23rd day of November, 1988.

[Signature]
Notary Public

My Commission Expires 2/10/93

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that [Signature] personally came before me this day and acknowledged that (s)he is the Asst Secretary of First Union National Bank and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him (her) as its Asst Secretary.

Witness my hand and official stamp or seal, this the 23rd day of November, 1988.

[Signature]
Notary Public

My Commission Expires 2/10/93

CONSENT OF J. B. STOKES AND WIFE, MARIETTA S. STOKES AND
SAMUEL S. WILLIAMS

The undersigned, being the Beneficiary of and Trustee in that certain deed of trust recorded in Book 5686, Page 973 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Declaration and do hereby agree that this Declaration shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating among Beneficiary, Trustee and Declarant the relationship of partnership or joint venture, or imposing on the Beneficiary or Trustee of any of the liabilities, duties or obligations of the Declarant under the Declaration.

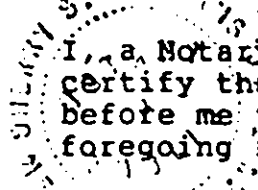
IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 29 day of NOVEMBER, 1988.

BENEFICIARY: _____ (SEAL)
J. B. Stokes

_____ (SEAL)
Marietta S. Stokes

TRUSTEE: Samuel S. Williams (SEAL)
Samuel S. Williams

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG



I, a Notary Public of the County and State aforesaid, do hereby certify that Samuel S. Williams, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of NOVEMBER, 1988.

Sherry S. Williams
Notary Public

My Commission Expires: 3-14-92

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, do hereby certify that J. B. Stokes and wife, Marietta S. Stokes, Beneficiary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day of _____, 1988.

Notary Public

My Commission Expires: _____

REAL ESTATE
BOOK PAGE

5812 0270

EXHIBIT "A"

TRACT I:

To get to the BEGINNING POINT, begin at a point in SR 2139, said point being the southeasterly corner of the property conveyed to The J.B.S. Corporation, a North Carolina corporation by deed recorded in Book 4909, Page 957 in the Mecklenburg County Public Registry and run thence N. 23-03-09 E. 85.05 feet to a point in SR 2139; run thence N. 64-29-59 W. 602.97 feet to an old iron, said old iron being the BEGINNING POINT, and running thence from the BEGINNING POINT N. 64-29-59 W. 71.0 feet to a point; thence S. 27-14-01 W. 454.71 feet to a point; thence N. 69-15-41 W. 726.28 feet to an old iron; thence N. 68-54-17 W. 2,384.10 feet to a point in the centerline of McDowell Creek ("First Point"), passing a point in the centerline of a branch at 22.0 feet, an old iron at 1,204.33 feet and a new iron at 2,359.10 feet; thence with and along the centerline of McDowell Creek as McDowell Creek meanders between the following four (4) points located in the centerline of McDowell Creek: (1) from the First Point, run N. 14-12-56 E. 1,553.27 feet to a point ("Second Point"); (2) from the Second Point, run N. 13-49-19 E. 903.83 feet to a point ("Third Point"); (3) from the Third Point, run N. 1-07-44 E. 527.01 feet to a point ("Fourth Point"); (4) from the Fourth Point, run N. 20-18-45 W. 295.97 feet to a point ("Fifth Point"); thence, leaving the centerline of McDowell Creek, running S. 66-43-16 E. 2,090.22 feet to an old iron, passing a new iron at 25.0 feet and an old buggy axle at 1,898.25 feet; thence S. 23-19-52 W. 140.10 feet to a point; thence S. 25-58-29 W. 210.30 feet to a point; thence S. 32-21-36 W. 191.73 feet to a point; thence S. 51-58-49 W. 213.47 feet to a point; thence S. 43-34-43 W. 80.75 feet to a point; thence S. 28-34-17 W. 81.87 feet to a point; thence S. 20-26-10 W. 126.45 feet to an old iron; thence S. 70-23-25 E. 1,676.51 feet to an old iron; thence S. 36-54-26 E. 588.21 feet to an old iron; thence S. 27-16-59 W. 1,361.83 feet to the BEGINNING POINT, and containing 202.27 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S., dated December 28, 1987, and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

TRACT II:

BEGINNING at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally

Bost Ranson by deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on map of the R. A. Torrence Est. Land recorded in Map Book 3, at Page 466 in the Mecklenburg County Public Registry and running thence N. 34-27-34 W. 328.62 feet to a point in the centerline of a branch ("Point One"); thence with and along the centerline of said branch as said branch meanders between the following four (4) points located in the centerline of said branch: (1) from Point One, run N. 0-01-12 E. 368.53 feet to a point ("Point Two"); (2) from Point Two, run N. 1-46-45 W. 440.56 feet to a point ("Point Three"); (3) from Point Three, run N. 4-29-00 E. 190.09 feet to a point ("Point Four"); (4) from Point Four, run N. 0-59-54 W. 147.54 feet to a point ("Point Five"); thence, leaving the centerline of said branch running S. 68-54-17 E. 22.0 feet to an old iron; thence S. 69-15-41 E. 726.28 feet to a point; thence S. 27-14-01 W. 658.79 feet to a new iron; thence S. 62-52-39 E. 71.00 feet to a new iron; thence S. 27-12-25 W. 600.00 feet to the point or place of BEGINNING, and containing 13.28 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

TRACT III:

To get to the BEGINNING Point, begin at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally Bost Ranson by deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on the map of R. A. Torrence Est. Land recorded in Map Book 3 at Page 466 in the Mecklenburg County Public Registry and run thence N. 77-59-42 E. 390.92 feet to a new iron, said new iron marking the BEGINNING POINT, and running thence from the BEGINNING POINT S. 27-47-08 E. 318.42 feet to a concrete nail in the centerline of SR #2136; thence N. 62-12-52 E. 577.71 feet to a concrete nail in the centerline of SR #2136; thence N. 67-14-19 E. 53.71 feet to a concrete nail in the centerline of SR #2136; thence N. 78-17-47 E. 60.47 feet to a concrete nail in the centerline of SR #2136; thence S. 84-44-05 E. 51.07 feet to a concrete nail in the centerline of SR #2136; thence S. 65-19-08 E. 60.45 feet to a concrete nail in the centerline of SR #2136; thence S. 44-54-59 E. 101.79 feet to a point; thence S. 32-08-15 E. 26.71 feet to a point; thence N. 2-45-42 E. 311.70 feet to an old iron; thence S. 77-59-42 W. 825.68 feet to a new iron; thence continuing S. 77-59-42 W. 171.28 feet to the BEGINNING POINT and containing 4.57 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

REAL ESTATE
BOOK PAGE
5812 0272

TRACT IV:

BEGINNING at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally Bost Ranson by Deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on the map of R. A. Torrence Est. Land recorded in Map Book 3 at Page 466 in the Mecklenburg County Public Registry and running thence N. 27-12-25 E. 600.00 feet to a new iron; thence S. 33-28-48 E. 499.57 feet to a new iron; thence S. 77-59-42 W. 171.28 feet to a new iron; thence continuing S. 77-59-42 W. 390.92 feet to the point or place of BEGINNING, and containing 3.00 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sharon A. Clontz,

Pamela R. Reid and Sherry S. Williams

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 29th day of November 19 88.

Charles F. Crowder, Register of Deeds

By: Mary A. Dadey Deputy

COPY

JOHN W. FEDDUM
WEINSTEIN & STURGES, P.A.
1100 SOUTH TRYON STREET
CHARLOTTE, NC 28203
RD BOX #27

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WYNFIELD
SUBDIVISION

PRESENTED FOR
REGISTRATION
APR 19 1989 PM 4:52

AIGNE A. POWERS
REGISTERED
AND
RECORDS
CLERK
N.C.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNFIELD SUBDIVISION is made on this the 19th day of April, 1989 by WRA/LVG PARTNERSHIP, a North Carolina general partnership ("Declarant"), THE CHARLOTTE BUILDING GROUP, a North Carolina general partnership, ("CBG"), THE HOWEY CO., INC., a North Carolina corporation ("Howey"), TC HOMES CHARLOTTE-WYNFIELD LIMITED PARTNERSHIP, a Texas limited partnership ("TC") and the WYNFIELD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation ("Association")

W I T N E S S E T H:

WHEREAS, Declarant and CBG caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision recorded in Book 5912, Page 245 in the Mecklenburg County Public Registry ("Declaration"); and

WHEREAS, Declarant and CBG presently own portions of the property subject to the Declaration and Howey and TC own all other portions of said property (collectively "Property"); and

WHEREAS, Declarant, CBG, Howey and TC (being the owners of all of the Property) and the Association desire to amend the Declaration as hereinafter set forth (said amendment being effected prior to the submission of the Declaration to the Veterans Administration, U. S. Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation or Federal National Mortgage Corporation or any other governmental agency for approval such that the approval of this Amendment by any of said agencies is not required);

NOW, THEREFORE, the parties do hereby agree to the following amendments to the Declaration:

- (1) Section 1.4 of the Declaration is hereby amended to read as follows:

"Section 1.4 "Lot" shall mean and refer to any residential building lot shown on the unrecorded map of the Property used by Declarant in determining the number of Lots within each of the above-referenced Villages or any parcel of land shown upon any recorded subdivision map of Wynfield Subdivision, with the exception of streets and Common Area, any recorded subdivision map referred to above to supercede with

respect to the property therein described the unrecorded map referred to above. An "Improved Lot" shall mean a Lot on which a residence has been constructed and title transferred to an Owner other than the Owner who constructed said residence or a Lot on which a residence has been constructed by an Owner who occupies said residence as his, her or their personal residence (or leases said residence to a tenant who occupies same as a personal residence). An "Unimproved Lot" shall mean all Lots other than Improved Lots.

(2) Section 3.2 of the Declaration is hereby amended to read as follows:

"Section 3.2. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Owners with the exception of the Class B Members designated or described below, and shall be entitled to one (1) 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 one Lot.

(b) Class B: The Class B Members shall be the Declarant, The Charlotte Building Group, a North Carolina general partnership ("CBG"), The Howey Co., Inc., a North Carolina corporation ("Howey"), TC Homes Charlotte-Wynfield Limited Partnership, a Texas limited partnership ("TC"), WRA/LVG/The Burnett Co., Inc.-Charterhouse Partnership, a North Carolina general partnership ("WRA/LVG/TBC") and such other Owners as shall be admitted as Class B Members by unanimous consent of Declarant, CBG, Howey, TC, WRA/LVG/TBC and all other Class B Members previously admitted as provided herein, such consent to evidenced by document duly executed by all of the foregoing and attached to the deed or deeds whereby title to Lots is conveyed to the Owner to be admitted as a Class B Member. A Class B Member shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from a Class B Member to an Owner other than a Class B Member, the

membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all Lots shall cease and be converted to Class A status on the first to occur of the following:

(i) when the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in Class B membership;

(ii) January 1, 1993;

(iii) such date as all of the then Class B Members shall elect to abolish Class B Membership by delivery to the Association of written notice to such effect."

(3) The following subparagraph (f) is hereby added to Section 4.1 of the Declaration:

"(f) The right of the Association to grant to persons who are not Members an annual fee-paid license to use the Recreational Amenities, the number of such persons to be so licensed and the fee to be charged to be determined in the discretion of the Association."

(4) Section 4.3 of the Declaration is hereby amended to read as follows:

"Section 4.3 Title to the Common Area. The Association shall hold fee simple title to such tracts of land as may be deeded to it by Declarant as Common Area. Declarant does not hereby commit to the conveyance of any Common Area other than that generally described in Section 1.2 hereof; provided, however, the Recreational Amenities shall in due course be completed by Declarant and the Common Area in which the Recreational Amenities are situated shall in due course be conveyed to the Association free and clear of encumbrances."

(5) The language of Section 5.1.(a) of the Declaration is hereby deleted and Section 5.1.(b) of the Declaration is hereby re-lettered as Section 5.1.(a).

(6) Section 5.3 of the Declaration is hereby amended to read as follows:

"Section 5.3 Maximum Annual Assessments.

(a) Until January 1, 1990, the maximum annual assessment shall not be in excess of One Hundred Ninety Dollars (\$190.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot), and no assessment shall be payable with respect to an Unimproved Lot.

(b) For the year 1990, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot, less a pro rated amount of any assessment paid with respect to said Lot as an Unimproved Lot) and One Hundred Ninety Dollars (\$190.00) per Unimproved Lot, except that no assessment shall be payable with respect to Unimproved Lots in Villages V and VII described above.

(c) For the years 1991 and 1992, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot, less a pro rated amount of any assessment paid with respect to said Lot as an Unimproved Lot) and One Hundred Ninety Dollars (\$190.00) per Unimproved Lot. *

(d) For the year 1993, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Lot.

(e) Beginning January 1, 1994, and each year thereafter, the maximum annual assessment for each Lot may be increased by the Board of Directors of the Association without a vote of the Members, by a percentage which may not exceed five percent (5%) per annum.

(f) Beginning January 1, 1994, the maximum annual assessment may be increased by any amount approved by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting

duly called for such purpose in accordance with Section 5.5.

(g) After consideration of the current expenses and future needs of the Association, the Board of Directors shall fix the annual assessments at any amount not in excess of the maximum as determined pursuant to the previous subsections of this Section 5.3."

(7) Section 5.6 of the Declaration is hereby amended to read as follows:

"Section 5.6 Uniform Rate of Assessment. Except as otherwise provided in Section 5.3 hereof, both annual and special assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be collected on a semi-annual basis in advance, and shall be paid to any collection agent as may be appointed by the Board of Directors of the Association. Special assessments shall be collected as determined by the Board of Directors."

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written, the Association having joined herein, inter alia, for the purpose of certifying to the validity of this instrument as required by Section 9.5 of the Declaration.

WRA/LVG Partnership, a North Carolina
general partnership, (Seal)

By: LVG Properties, Inc., a North Carolina
Corporation, General Partner

By: A. Michael Burnett
VICE President

[Corporate Seal]

ATTEST: Judy C. Clow
Assistant Secretary

By: Waddell-Rubin Associates Limited
Partnership, a North Carolina limited
partnership, General Partner (Seal)

By: R. Alvin Waddell
R. Alvin Waddell, General Partner

The Charlotte Building Group, a North Carolina general partnership (Seal)

By: Ridge Properties, Inc., a North Carolina Corporation, General Partner

By: [Signature]
President

[Corporate Seal]

ATTEST: [Signature]
Secretary

Wynfield Property Owners Association, Inc.

By: [Signature]
President



ATTEST: [Signature]
Secretary

The Howey Co., Inc., a North Carolina Corporation

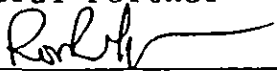
By: Robert J. Howey
President

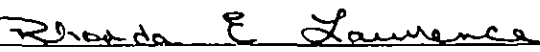
ATTEST: David J. Howey
Asst. Secretary

[Corporate Seal]

TC Homes Charlotte-Wynfield Limited
Partnership, a Texas limited
partnership (Seal)

By: Trammell Crow Homes-Charlotte, Inc.,
General Partner

By: 
Vive President

ATTEST: 
Rhonda E. Lawrence
Asst. Secretary

[Corporate Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, who, being by me duly sworn, says that he is the _____ President of Ridge Properties, Inc., a North Carolina corporation, which is a General Partner of THE CHARLOTTE BUILDING GROUP, a North Carolina general partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by R. Alvin Waddell in behalf of said corporation, by its authority duly given. And the said acknowledged the said writing to be the act and deed of said corporation.

R. Alvin Waddell

Notary Public

My Commission Expires: My Commission Expires November 14, 1993

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, who, being by me duly sworn, says that he is the _____ President of WYNFIELD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said R. Alvin Waddell acknowledged the said writing to be the act and deed of said corporation.

R. Alvin Waddell

Notary Public

My Commission Expires: My Commission Expires November 14, 1993

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24th day of April, 1989, personally came before me, a Notary Public in and for said County and State, A. Michael Burrett, who, being by me duly sworn, says that he is the Vice President of LVG Properties, Inc., a North Carolina corporation, which is a General Partner of WRA/LVG PARTNERSHIP, a North Carolina general partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said A. Michael Burrett acknowledged the said writing to be the act and deed of said corporation.

Cynthia N. Gutrick
Notary Public

My Commission Expires: March 24, 1991

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, a General Partner of Waddell-Rubin Associates Limited Partnership, a North Carolina limited partnership, which is a General Partner of WRA/LVG PARTNERSHIP, a North Carolina general partnership, and acknowledged the due execution of the foregoing instrument.

R. Alvin Waddell
Notary Public

My Commission Expires: My Commission Expires November 14, 1988

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 11 day of April, 1989, personally came before me, a Notary Public in and for said County and State, Ralph J. Howey, who, being by me duly sworn, says that he is the President of THE HOWEY CO., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by David S. Howey in behalf of said corporation, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Katherine K Hunter

Notary Public

My Commission Expires: 6-29-93

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 13th day of April, 1989, personally came before me, a Notary Public in and for said County and State, Robert R. Ince, who, being by me duly sworn, says that he is the Vice President of Trammell Crow Homes-Charlotte, Inc., a North Carolina corporation, which is a General Partner of TC HOMES CHARLOTTE-WYNFIELD LIMITED PARTNERSHIP, a Texas limited partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Robert R. Ince acknowledged the said writing to be the act and deed of said corporation.

Cynthia H. Butrick
Notary Public

My Commission Expires: March 24, 1991

[Notarial Seal]