

5840 0194

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

CESHUNT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 19th day of August, 1988, by MATTHEWS-BRANCH LAND CORPORATION, a North Carolina corporation (hereinafter referred to as "DECLARANT");

PRESENTED FOR REGISTRATION
Aug 19 2 18 PM '88
CHARLES E. CROWDER
REGISTERED DEEDS
OFFICE
CO. N.C.

WITNESSETH:

174

WHEREAS, Declarant is the owner of the real property shown on Map #1 of the CESHUNT subdivision, which map is recorded in Map Book 22 Page 390 Mecklenburg Public Registry, and desires to create thereon an exclusive residential community of single-family houses to be named CESHUNT; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the subdivision and to provide for the maintenance and upkeep of the Common Area, as hereinafter defined; and to this end and desire, to subject the real property shown on the aforesaid map, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation, protection and enhancement of the values and amenities in said subdivision and to issue the residents enjoyment of the specific rights, privileges and easements in the Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the Common Area, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under North Carolina law CESHUNT HOMEOWNERS ASSOCIATION as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the property shown on the aforesaid map of CESHUNT and such additions thereto as may be hereafter made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property and be

FEE 48.00
FEE 48.00
FEE 48.00

08-19-88

binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to CHESHUNT HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Homeowners Association under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the Owners. Common Areas, with respect to the property subject to this Declaration, shall be shown on Map _____ of the CHESHUNT subdivision recorded or to be recorded in the Mecklenburg County Public Registry and designated thereon as "Common Area", but shall exclude all lots as hereinafter defined and all public streets shown thereon; provided, however, that Common Area shall include all private streets, subdivision entrances and landscaped islands.

Section 5. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties, with the exception of any Common Area.

Section 6. "Declarant" shall mean and refer to MATTHEWS-HEATHERS LAND CORPORATION and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two (2) or more undeveloped Lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Matthews-Heathers Land Corporation shall be a Declarant during such period of time as said party is vested with title to two (2) or more such Lots (whether developed, undeveloped and unconveyed) but only during such period.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE
CHESHUNT HOMEOWNERS ASSOCIATION, INC.

Section 1. EXISTING 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 Homeowners Association is located in Mallard Creek township, Mecklenburg County, North Carolina and is described as follows:

BEING all of the property shown on Map #1 of the CHESHUNT subdivision recorded in Map Book 22 Page 390 in the Mecklenburg Public Registry.

Section 2. ADDITIONS TO EXISTING PROPERTY. Additional land may be brought within the scheme of this Declaration and the jurisdiction of the Homeowners Association in the following manner:

(a) Additional land within the area described in the metes and bounds description attached hereto as "EXHIBIT A" and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages of development, without the consent of the Homeowners Association or its Members, provided that said annexations must occur within six (6) years after the date of this Declaration. Declarant may remove all or any part of the property from Exhibit A prior to its annexation by filing a written declaration of removal in the Mecklenburg Public Registry.

(b) The additions authorized under subsection (a) above shall be made by filing of record in the Mecklenburg Public Registry a "Supplementary Declaration" with respect to the additional property which shall extend the scheme of this Declaration and jurisdiction of the Homeowners Association to such property and thereby subject such additions to the benefits, agreements, restrictions and obligations as herein provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. VOTING RIGHTS. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

5040 01:6

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

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

(2) On December 31, 1992, whichever is earlier.

Section 3. TENANT VOTING RIGHTS. In the event the Owner of any Lot ceases to occupy the residence located thereon as his/her personal residence or in the event that any property within this subdivision is leased for rental purposes to tenants, then the vote as expressed by rental tenants, if voted in a block, shall not be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Homeowners Association.

ARTICLE IV

PROPERTY RIGHTS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Fees and Use of Facilities. The right of the Homeowners Association to charge reasonable admission fees and other use fees for any recreational facilities situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on a Lot as their principal residence, and to their families, tenants, contract purchasers and guests as provided in Section 2 of this Article IV;

(b) Rules and Regulations. The right of the Homeowners Association to suspend the voting rights and rights of an Owner to the use of any recreational facilities situated upon the Common Area for any period during which any assessment against that Owner's Lot remains unpaid; and for a period not to exceed

sixty (60) days for any infraction of its published rules and regulations.

(c) Dedication or Transfer of Property. The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the sole opinion of said Board, are requisite for the convenient use and enjoyment of the Properties and do not interfere with the use and enjoyment of the Properties.

(d) Parking Spaces. The rights of Owners to the exclusive use of parking spaces as provided in Section 3 of this Article IV.

(e) Common Area Mortgages. The right of the Homeowners Association, with the written assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of Lot (Class A and Class B), to mortgage, pledge, deed in trust or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. DELEGATION OF USE.

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

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

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

ARTICLE V

MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Homeowners Association and each subsequent regular annual meeting of the Members shall be held on the same day of each ensuing year thereafter.

Section 2. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President, Secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

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

Section 4. PLACE OF MEETINGS. All meetings of the Members shall be held at such place, within Mecklenburg County, North Carolina, as shall be determined by the Board of Directors of the Homeowners Association.

Section 5. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than 15 days nor more than 50 days before the date of the meeting of each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Homeowners Association, or supplied by such Member to the Homeowners Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 6. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 8. INFORMAL ACTION BY MEMBERS. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Homeowners Association to be kept in the Homeowners Association minute book.

Section 9. PARLIAMENTARY PROCEDURES. At all meetings, "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the By-Laws.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the Homeowners Association shall be managed by a Board of Directors.

Section 2. NUMBER, TERM AND QUALIFICATION. The number of directors of the Homeowners Association shall be three (3) until the first annual meeting of the Homeowners Association at which time the number of Directors shall be increased to seven (7). At the first annual meeting the Members shall elect two (2) directors to serve for a term of one (1) year, two (2) directors to serve for a term of two (2) years and three (3) directors to serve for a term of three (3) years. At each annual meeting thereafter the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three (3) years. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualifies. Directors need not be Members of the Homeowners Association.

Section 3. SUCCESSIVE TERM AND RE-ELECTION. A Class A Member of the Homeowners Association may not be elected to successive three-year terms on the Board. This shall not prevent the re-election of the four (4) directors elected at the first Annual Meeting to serve the initial one-year term or two-year terms. A Class A Member may be re-elected to the Board after a minimum of one (1) year as a non-member of the Board.

Section 4. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual

meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 5. ELECTION. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members, by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these By-Laws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Homeowners Association.

Section 7. VACANCIES. A vacancy occurring in the Board of Directors may be filled by selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. COMPENSATION. No director shall receive compensation for any service he may render to the Homeowners Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 9. BONDS. The Board of Directors may by resolution require any or all officers, agents and employees of the Homeowners Association to give a bond to the Homeowners Association with sufficient sureties conditioned on the faithful performance of the duties of their respective offices or positions and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE VII

MEETINGS OF DIRECTORS

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

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the

Homeowners Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

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

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

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

Section 6. PARLIAMENTARY PROCEDURES. At all meetings "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the By-Laws.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent

from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Homeowners Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three (3) years;

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

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

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

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

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

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due

date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability insurance covering the Homeowners Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Homeowners Association;

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

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

(h) cause individual properties to be maintained if required by other provisions of this Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Homeowners Association shall be a president, vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. TERM. The officers of this Homeowners Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Homeowners Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later

time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

(a) **President** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes and in the absence of the Treasurer shall sign all checks.

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

(c) **Secretary** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Homeowners Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Homeowners Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Homeowners Association; keep proper books of account; cause an annual audit of the Homeowners Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Members of the Homeowners Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

CORPORATE SEAL

The Homeowners Association shall have a seal in circular form having within its circumference the words: CHESHUNT HOMEOWNERS ASSOCIATION, INC., MECKLENBURG COUNTY, NORTH CAROLINA, 1988.

ARTICLE XIII

VIOLATION OF RULES AND REGULATIONS

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

of the Board shall remain in effect unless overruled by a majority vote of the Members present at the special meeting.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Homeowners Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Homeowners Association: (1) monthly assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSES OF ASSESSMENTS. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement, or additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance has provided herein, the employment of attorneys to represent the Homeowners Association, when necessary, and such other needs as may arise.

Section 3. MAXIMUM MONTHLY ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$10.00 per Class A Lot and \$2.50 per Class B Lot.

(a) Maximum Assessment Index. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessments above-established may be increased, effective January 1 of each year, without a

vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for all cities over the immediately preceding twelve (12) month period which ended on the previous October 1.

(b) Increase in Maximum Assessment. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, said maximum monthly assessments may be increased without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) Monthly Assessments. The Board of Directors may fix the monthly assessments at amounts not in excess of the maximum, but the ratio of the assessment established for each Class A Lot to the assessment established for each Class B Lot shall always be \$10.00 to \$2.50.

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

Section 5. ASSESSMENT RATE. Both monthly and special assessments must be fixed at a uniform rate for all Lots within each class and may be collected on a monthly basis.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A or Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES; CERTIFICATE OF PAYMENT. The monthly assessments provided for herein shall commence as to all Lots on the first day of the

month following the convenance of the Homeowners Association of the Common Area.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of monthly and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE HOMEOWNERS ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of eight percent (8%) per annum or the rate established by the Board of Directors at the beginning of the fiscal year, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN OF MORTGAGES. The lien provided for herein shall be subordinate to the lien of any first mortgage, mortgages, first deed of trust, or deeds of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

Section 10. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XVI

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, satellite disks, aerials, awnings, the placement of reflective or other material in the windows of an Owner's house or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area; provided, that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE XVII

USE RESTRICTIONS

Section 1. LAND USE. All Lots shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for each unit for not more than two (2) cars and other accessory structures customarily incidental to use of the plot.

Section 2. BUILDING LINES. No building shall be located nearer to the front line than the building setback lines shown on the recorded plat. In the event of the unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building restrictions. Provided, however, any violation of this Section 2

for which a zoning variance is granted shall not be deemed a violation hereof.

Section 3. SIZE OF STRUCTURE. No residential structure shall be erected or placed on any building plot, which plot has an area of less than nine thousand (9,000) square feet for each Lot and no structure shall contain less than one thousand two hundred forty (1,240) square feet of heated space. In the event of the unintentional violation of any of the minimum lot residence square foot requirements herein set forth, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building restrictions.

Section 4. TEMPORARY STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Homeowners Association, or its designated agent or representative, except temporary sales and/or construction offices or trailers shall be permitted through December 19, 1992.

Section 5. USE OF COMMON AREA. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Homeowners Association.

Section 6. CLOTHES DRYING. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios).

Section 7. REGULATIONS. Reasonable regulations governing the use of the Common Area may be made and amended from time to time by the Board of Directors of the Homeowners Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Homeowners Association by request.

Section 8. 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.

Section 9. TEMPORARY RESIDENCES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 10. HARMONY OF STRUCTURES. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures in the subdivision.

Section 11. EASEMENTS. A non-exclusive perpetual easement is reserved over the rear ten (10) feet and side five (5) feet of each lot for public storm drainage and for utility and cable television installation and maintenance, and/or as shown on any recorded map of the subdivision. Owners shall place no building within these easements; provided, however, that driveways, trees and shrubbery shall be permitted within these easements, unless otherwise prohibited by this Declaration and/or the recorded map. Restoration to the original condition shall be the responsibility of the party exercising these easement rights.

Permanent storm drainage easements will be shown on the recorded maps for maintenance by Mecklenburg County. Where these easements are shown, no permanent structure, such as a house, building or utility shed, shall be placed within the easement area so shown. Mecklenburg County shall not be responsible for any structure within these easement areas, including fences, trees, shrubbery, flowers or gardens. General maintenance of these easement areas shall remain the sole responsibility of the Owner, including mowing the grass.

Section 12. 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 five (5) square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

Section 13. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 14. TRASH DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste and the same shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. FENCES. No chain link fence shall be erected on any lot and no fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor closer to the street, which the house faces, than the rear corner of each side of the house, except with permission of the declarant. For purposes of this section, "Rear Corner" shall be defined as the rear corner on each side of the house nearest to each respective side lot line. The intent herein is to limit fences to the rear yard.

Section 16. SIGHT LINE LIMITATIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded

property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. DRIVEWAYS. All driveways shall be paved with either asphalt base material, concrete or other comparable material.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land, and shall be binding on all parties hereto and persons claiming under them, until January 1, 2017, at which time said covenants and restrictions shall, at the option of the Declarant, its successors and/or assigns, and the Owners for the time being of Lots, terminate.

If the Declarant or any Owners, their successors and/or assigns, shall violate any of the covenants or restrictions contained in this Article before January 1, 2017, it shall be lawful for any other person or persons owning any other Lots to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent him from so doing or to recover damages or other damages for such violations.

Invalidation of any one of the covenants contained in this Article by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

It is distinctly understood and agreed that nothing contained in this Article shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of Declarant not specifically covered by this Declaration.

ARTICLE XVIII

EASEMENTS

Easements for the installation and maintenance of driveways, walkways, parking areas, water lines, gas lines, telephone lines, cable television lines, electric lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded map. The Homeowners Association may reserve and grant easements for the installation and maintenance of cable television lines, sewerage, utility, and drainage facilities over the Properties as provided in Article IV, Section 1(c) of this instrument. Within any such easement above provided for, no structure, planting or other material

shall be placed or permitted to remain which may interfere with the installation and maintenance of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant, its successors and assigns, hereby reserves and shall have temporary easements for itself, its agents and employees over all common areas for the purpose of constructing living units and related improvements thereon, including completing development of the properties.

ARTICLE XIX

GENERAL PROVISIONS

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

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

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property, as provided for in Article II, Section 2, hereof, shall not be deemed amendments hereto, except that any amendment necessary to comply with the Federal Housing Administration and/or the Veterans Administration regulations shall not require the consent of any owner of Class "A" Lot or Lots as defined herein.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

(a) Annexation of additional properties, other than as provided in Article II, Section 2, hereof, and

(b) Amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, MATTHEWS-HEATHERS LAND CORPORATION, Declarant by virtue of the provisions of Article I, Section 6 herein has caused this instrument to be executed by the Signature of its President, attested by its Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

(Corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

BY: James W. Bogan
James W. Bogan, President



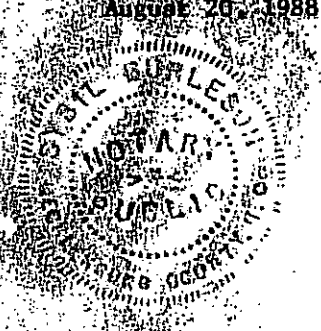
Barbara A. Wisler
Secretary
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a notary public of said county and state, do hereby certify that Barbara A. Wisler personally appeared before me this day and acknowledged that he/she is the Assistant secretary of MATTHEWS-HEATHERS LAND CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal and attested by him/her as its Assistant secretary. Witness my hand notarial seal this 19th day of August, 1988.

Sybil Burlison
Notary Public

My commission expires:

August 20, 1988



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sybil Burlison

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

This 19th day of August 19 88

Charles E. Crowder, Register of Deeds

By: Nancy A. Posey Deputy

89 APR 27 PM 3:28

ARNE A. POWERS
REGISTER OF DEEDS
MECKLENBURG CO., N.C.

Drawn by and mail to:
Purser & Fussell (BOX 90)
3131-B Eastway Drive
Charlotte, NC 28205

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 26 day of
April, 1989, by MATTHEWS-HEATHERS LAND CORPORATION
(hereinafter referred to as "Declarant").

FEE	8.00
<>	8.00
CASH	8.00

WITNESSETH:

10:53 #0888 000

WHEREAS, Declarant is the owner of ~~that~~ property shown on a
map of CHESHUNT Map #9, recorded in Map Book 23 Page 56, and
Map #11, recorded in Map Book 23 Page 55, Mecklenburg Public
Registry.

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions in Book 5840 Page 194 upon Cheshunt
Map #1 as recorded in Map Book 22 Page 390 in the Mecklenburg
Public Registry;

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached...as EXHIBIT "A"... may be
annexed to the existing property by Declarant..."; and

WHEREAS, THE Declarant desires to incorporate the aforesaid
Cheshunt Map #9 and Map #11, as aforesaid in the Mecklenburg
Public Registry, within the Properties subject to the aforesaid
Declaration of Covenants, Conditions, and Restrictions;

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex CHESHUNT Map #9, recorded in Map Book 23 at
Page 56 and Map #11, recorded in Map Book 23 Page 55, in the
Mecklenburg Public Registry to the Properties which are subject
to the Declaration of Covenants, Conditions, and Restrictions
recorded in Book 5840, Page 194 in the Mecklenburg Public
Registry, to the end that Cheshunt Map #9 and Map #11, as
aforesaid, shall be within the scheme of said Declaration and
within the jurisdiction of the Association

identified in said Declaration and to the further end that all present and future owners of all lots shown on maps recorded in Map Book 23 at Page 55 and Map Book 23 Page 56 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.

(corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

Attest:

By: James W. Eaker
President

Glenda S. Smith
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Glenda S. Smith who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and notarial seal this the 27th day of _____, 1989.

My Commission expires:

9-1-92

Sue Eaker
Notary Public

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sue Eaker

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

This 27th day of April 19 89

Ann A. Powers, Register of Deeds

By: Charlotte M. Pettit Deputy

REAL ESTATE
B. O. K. PAIGE

6067 0579

PRESENTED FOR
REGISTRATION

000016

89 JUL 14 AM 9:30

Drawn by and mail to:
Purser & Fussell (BOX 90)
3131-B Eastway Drive
Charlotte, NC 28205

ANNE A. POWERS
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 17th day of
July, 1989, by MATTHEWS-HEATHERS LAND CORPORATION,
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on a
map of CHESHUNT Map #13 in Map Book 23 Page 163 in the
Mecklenburg Public Registry.

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22
Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached hereto as EXHIBIT "A"...
may be annexed to the existing property by Declarant..."; and

WHEREAS, THE Declarant desires to incorporate the aforesaid
Cheshunt Map #13, as described above, within the Properties
subject to the aforesaid Declaration of Covenants, Conditions,
and Restrictions;

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex Cheshunt Map #13, recorded in Map Book 23 Page
163 in the Mecklenburg Public Registry, to the Properties which

FEE	8.00
<>	8.00
CASH	8.00

13:15 #9230 000
07/14/89

REAL ESTATE
BOOK PAGE

6067 0580

are subject to the Declaration of Covenants, Conditions, and Restrictions recorded in Book 5840, Page 194 in the Mecklenburg Public Registry, to the end that Cheshunt Map #13 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said maps shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its ^{Assistant} Secretary, and its corporate seal to be affixed, the day and year first above written.

MATTHEWS-HEATHERS LAND CORPORATION

By: James W. Bogan
James W. Bogan, President

Sue Eaker
Sue Eaker, Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Sue Eaker who, being by me duly sworn, says that she is the Asst. Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 13th day of July, 1989.

Jackie Unland
Notary Public

My Commission Expires:
3/26/94

State of North Carolina, County of Mecklenburg .
The foregoing Certificate(s) of Jackie Unland

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

ANNE A. POWERS, REGISTER OF DEEDS
By Deborah W. Yeamans Deputy - Register of Deeds



6113 0724

Drawn by and mail to:
Purser & Fussell (BOX 90)
3131-B Eastway Drive
Charlotte, NC 28205

89 SEP 13 2:19

NORTH CAROLINA

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

MECKLENBURG COUNTY

THIS SUPPLEMENTARY DECLARATION, made on this 12th day of
September, 1989, by MATTHEWS-HEATHERS LAND CORPORATION,
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on
maps of CHESHUNT Map #12 in Map Book 23 Page 302, Map #14 in Map
Book 23 Page 303, Map #15 in Map Book 23 Page 305 and Map #16 in
Map Book 23 Page 306 in the Mecklenburg Public Registry.

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22
Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached hereto as EXHIBIT "A"...
may be annexed to the existing property by Declarant..."; and

WHEREAS, THE Declarant desires to incorporate the aforesaid
Cheshunt Maps #12, 14, 15 and 16, as described above, within the
Properties subject to the aforesaid Declaration of Covenants,
Conditions, and Restrictions;

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex Cheshunt Map #12, recorded in Map Book 23
Page 302, Map #14 in Map Book 23 Page 303, Map #15 in Map Book 23
Page 305 and Map #16 in Map Book 23 Page 306 in the Mecklenburg
Public Registry, to the Properties which are subject to the
Declaration of Covenants, Conditions, and Restrictions recorded
in Book 5840, Page 194 in the Mecklenburg Public Registry, to the
end that Cheshunt Map #13 shall be within the scheme of said
Declaration and within the jurisdiction of the Association
identified in said Declaration and to the further end that all
present and future owners of all lots shown on said maps shall be
subject to the terms and conditions of the aforesaid Declaration
and shall have the rights and privileges therein set out

FEE 8.00
8.00
CASH 8.00

7:40 #4868 000
09-13-89

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.



(Corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

By: James W. Bogan
James W. Bogan, President

Glenda S. Smith
Glenda S. Smith, Secretary
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Glenda S. Smith, who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 12 day of September, 1989.

Rynda R. Litabor
Notary Public

Commission Expires: August 12, 1990

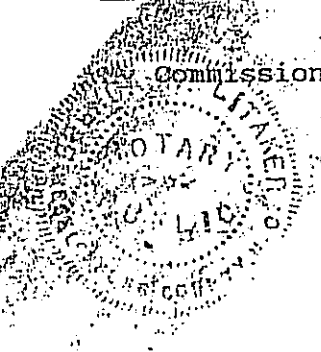
State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of Rynda R. Litabor

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

ANNE POWERS, REGISTER OF DEEDS

By Charlotte W. Stout Deputy - Register of Deeds



PRESENTED FOR REAL ESTATE
BOOK PAGE

15

Drawn by and mail to:
Purser & Fussell (BOX 90)
3131-B Eastway Drive
Charlotte, NC 28205

89 APR 10 AM 8:50 02 0939

ANNE A. POWERS 6002
REGISTER OF DEEDS
MECKLENBURG CO. N.C.
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

NORTH CAROLINA
MECKLENBURG COUNTY

THIS SUPPLEMENTARY DECLARATION, made on this 7th day of
April, 1989, by MATTHEWS-HEATHERS LAND CORPORATION
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on a
map of CHESHUNT PHASE I Map #8, recorded in Map Book 23 Page 33,
Mecklenburg Public Registry.

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions in Book 5840 Page 194 upon Cheshunt
Map #1 as recorded in Map Book 22 Page 390 in the Mecklenburg
Public Registry;

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached...as EXHIBIT "A"... may be
annexed to the existing property by Declarant..."; and

WHEREAS, THE Declarant desires to incorporate the aforesaid
Cheshunt Phase I Map #8, as aforesaid in the Mecklenburg Public
Registry, within the Properties subject to the aforesaid
Declaration of Covenants, Conditions, and Restrictions;

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex CHESHUNT PHASE I Map #8, recorded in Map
Book 23 at Page 33, in the Mecklenburg Public Registry to the
Properties which are subject to the Declaration of Covenants,
Conditions, and Restrictions recorded in Book 5840, Page 194 in
the Mecklenburg Public Registry, to the end that Cheshunt Phase I
Map #8, as aforesaid, shall be within the scheme of said
Declaration and within the jurisdiction of the Association

FEE 8.00
CASH 8.00

14:10 #6620 000
04-10-89

identified in said Declaration and to the further end that all present and future owners of all lots shown on maps recorded in Map Book 23 at Page 33 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.

(corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

ATTEST:

By:

James W. Boggs
President

Barbara A. Wisler
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Barbara A. Wisler who, being by me duly sworn, says that she is the Assistant Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Assistant Secretary.

Witness my hand and notarial seal this the 7th day of April, 1989.

Commission expires:

[Signature]
Notary Public



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of R. Dale Pussell

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

This 10th day of April 19 89

Anne A. Powers, Register of Deeds

By [Signature] Deputy

PRESENTED
FOR
REGISTRATION

211

89 APR 25 PM 2:44

ANNE A. POWERS
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

Drawn by and mail to:
Purser & Fussell (BOX 90)
3131-B Eastway Drive
Charlotte, NC 28205

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 25 day of
April, 1989, by MATTHEWS-HEATHERS LAND CORPORATION
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on a
map of CHESHUNT PHASE 2 Map #10, recorded in Map Book 23 Page 54,
Mecklenburg Public Registry.

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions in Book 5840 Page 194 upon Cheshunt
Map #1 as recorded in Map Book 22 Page 390 in the Mecklenburg
Public Registry;

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached...as EXHIBIT "A"... may be
annexed to the existing property by Declarant..."; and

WHEREAS, THE Declarant desires to incorporate the aforesaid
Cheshunt Phase 2 Map #10, as aforesaid in the Mecklenburg Public
Registry, within the Properties subject to the aforesaid
Declaration of Covenants, Conditions, and Restrictions;

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex CHESHUNT PHASE 2 Map #10, recorded in Map
Book 23 at Page 54, in the Mecklenburg Public Registry to the
Properties which are subject to the Declaration of Covenants,
Conditions, and Restrictions recorded in Book 5840, Page 194 in
the Mecklenburg Public Registry, to the end that Cheshunt Phase 2
Map #10, as aforesaid, shall be within the scheme of said
Declaration and within the jurisdiction of the Association

FEE	6.00
◇	6.00
CASH	6.00

10:48 #0159 000
04/25/89

BOOK PAGE
6013 0163

6013 0164

identified in said Declaration and to the further end that all present and future owners of all lots shown on maps recorded in Map Book 23 at Page 54 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.

(corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

ATTEST:

By: James W. Pugh
President

Gladys P. Smith
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Gladys P. Smith who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and notarial seal this the 25th day of April, 1989.

My commission expires: 9-1-92

Sue Eaker
Notary Public

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sue Eaker

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

This 25th day of April 19 89

Anne A. Powers, Registrar of Deeds

By: W. Gary R. Jones Deputy

Drawn by and mail to:
Purser & Fussell (BOX 90)
3621 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

MECKLENBURG COUNTY

THIS SUPPLEMENTARY DECLARATION, made on this 30th day of
May, 1991, by MATTHEWS-HEATHERS LAND CORPORATION,
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property shown on
Map #20 CHESHUNT subdivision recorded in Map Book 24 Page 348
Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants,
Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22
Page 390 Mecklenburg Public Registry; and

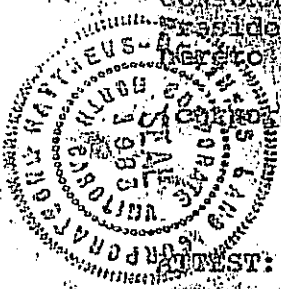
WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached hereto as EXHIBIT "A"...
may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid
Cheshunt Map #20, as described above, within the Properties
subject to the aforesaid Declaration of Covenants, Conditions and
Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex Cheshunt Map #20, recorded in Map Book 24
Page 348 in the Mecklenburg Public Registry, to the Properties
which are subject to the Declaration of Covenants, Conditions and

Restrictions recorded in Book 5840 Page 194 in the Mecklenburg Public Registry, to the end that Chesnut Map #20 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said map shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its secretary, and its corporate seal hereto to be affixed, the day and year first above written.



MATTHEWS-HEATHERS LAND CORPORATION

By: James W. Bogan
James W. Bogan, President

Glenda S. Smith
Glenda S. Smith, Secretary
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Glenda S. Smith, who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President on behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 30th day of May, 1991.

Sue Eaker
Notary Public

My Commission Expires: 9-1-92



State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of Sue Eaker

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

ANNE M. POWERS, REGISTER OF DEEDS
By Mary A. Perry Deputy - Register of Deeds

Drawn by and mail to:
Purser & Fussell (BOX 90)
3641 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA

MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 30th day of July, 1991, by MATTHEWS-HEATHERS LAND CORPORATION, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property in the CHESHUNT subdivision, as shown on Map #17 in Map Book 24 Page 417, Map #18 in Map Book 24 Page 418 and Map #19 in Map Book 24 Page 419, all in the Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants, Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22 Page 390 Mecklenburg Public Registry; and

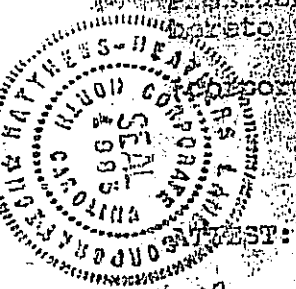
WHEREAS, the aforesaid Declaration of Covenants, Conditions, and Restrictions is recorded in Book 5840 at Page 194 in the Mecklenburg Public Registry and provides therein in Article II, Section 2, that "additional land within the area described in the metes and bounds description attached hereto as EXHIBIT "A"... may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Cheshunt Map #17, Map #18 and Map #19 as described above, within the Properties subject to the aforesaid Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions, and Restrictions, Declarant does hereby annex Cheshunt Map #17, recorded in Map Book 24 Page 417, Map #18, recorded in Map Book 24 Page 418 and Map #19, recorded in Map Book 24 Page 419, all in the Mecklenburg Public

Registry, to the Properties which are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 5240 Page 194 in the Mecklenburg Public Registry, to wit and that Chesnut Map #17, Map #18 and Map #19 shall be within the scope of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said Map shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.



MATTHEWS-HEATHERS LAND CORPORATION

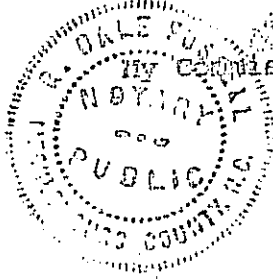
By: *James W. Bogan*
James W. Bogan, President

Glenda S. Smith
Glenda S. Smith, Secretary
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and State, do hereby certify that personally came before me Glenda S. Smith, who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 30th day of July, 1991.

[Signature]
Notary Public



My Commission Expires: 1-6-92

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of *R. Dale Fussell*

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

ANNE A. POWERS, REGISTER OF DEEDS
By *Roger S. Elmore* Deputy - Register of Deeds

Drawn by and mail to:
Purser & Russell (DOR 90)
3641 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
MECKLENBURG COUNTY

THIS SUPPLEMENTARY DECLARATION, made on this 4th day of
November, 1988, by MATTHEWS-MEATHENS LAND CORPORATION,
hereinafter referred to as "Declarant";

WHEREAS:

Declarant is the owner of that property in the
CHESHUNT subdivision, as shown on Map #22 in Map Book 24 Page 471
in the Mecklenburg Public Registry; and

Declarant has heretofore imposed Covenants,
Conditions, and Restrictions upon Cheshunt Map #1 in Map Book 22
Page 390 Mecklenburg Public Registry; and

the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at page 190 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached hereto as EXHIBIT 'A' . . .
may be annexed to the existing property by Declarant. . ."; and

the Declarant desires to incorporate the aforesaid
Cheshunt Map #22 as described above, within the Properties
subject to the aforesaid Declaration of Covenants, Conditions and
Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex Cheshunt Map #22, recorded in Map Book 24
Page 471 in the Mecklenburg Public Registry, to the Properties
which are subject to the Declaration of Covenants, Conditions and

Restrictions recorded in Book 5840 Page 194 in the Hecklenburg Public Registry, to the end that Cheshunt Map #22 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said map shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.

(corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

By: James W. Bogan
James W. Bogan, President

ATTEST:

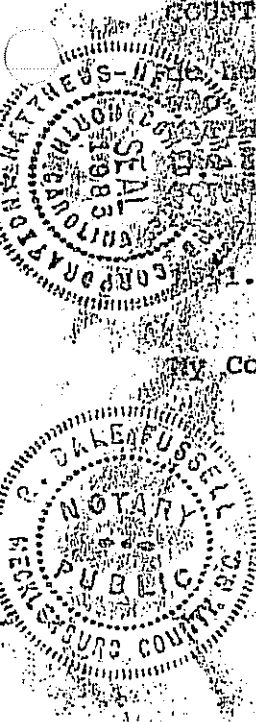
Glenda S. Smith
Glenda S. Smith, Secretary
STATE OF NORTH CAROLINA
COUNTY OF HECKLENBURG

I, the undersigned notary public of said county and state, hereby certify that personally came before me Glenda S. Smith, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation and that said writing was signed and sealed by its President in accordance with the authority duly given.

Witness my hand and notarial seal this 4th day of November,

R. Dale Fussell
Notary Public

My Commission Expires: 1-6-92



State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of R. Dale Fussell

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

ANNE A. POWERS, REGISTER OF DEEDS
By Anne A. Powers Deputy - Register of Deeds

Drawn by and mail to:
Purser & Fussell (BOX 90)
3641 Central Avenue
Charlotte, NC 28205

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 28th day of
January, 1992, by MATTHEWS-HEATHERS LAND CORPORATION, and PULTE
HOME CORPORATION, hereinafter collectively referred to as
"Declarant";

WITNESSETH:

WHEREAS, Pulte Home Corporation is the owner of Lots 302 and
341 Cheshunt subdivision Map #21 Map Book 24 Page 470 Mecklenburg
Public Registry (see Deed Book 6710 Page 830) and Matthews-
Heathers Land Corporation is the owner of the remaining lots
shown on said map; and

WHEREAS, Matthews-Heathers Land Corporation has heretofore
imposed Covenants, Conditions, and Restrictions upon Cheshunt
Map #1 Map Book 22 Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions,
and Restrictions is recorded in Book 5840 at Page 194 in the
Mecklenburg Public Registry and provides therein in Article II,
Section 2, that "additional land within the area described in the
metes and bounds description attached hereto as EXHIBIT "A"...
may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid
Cheshunt Map #21 as described above, within the Properties
subject to the aforesaid Declaration of Covenants, Conditions and
Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid
Declaration of Covenants, Conditions, and Restrictions, Declarant
does hereby annex Cheshunt Map #21, recorded in Map Book 24
Page 470 in the Mecklenburg Public Registry, to the Properties
which are subject to the Declaration of Covenants, Conditions and
Restrictions recorded in Book 5840 Page 194 in the Mecklenburg
Public Registry, to the end that Cheshunt Map #21 shall be within
the scheme of said Declaration and within the jurisdiction of the
Association identified in said Declaration and to the further end
that all present and future owners of all lots shown on said map
shall be subject to the terms and conditions of the aforesaid
Declaration and shall have the rights and privileges therein set
out.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION and PULTE HOME CORPORATION have caused this instrument to be executed by its proper corporate officers and its corporate seal hereto to be affixed, the day and year first above written.

(corporate seal)

MATTHEWS-HEATHERS LAND CORPORATION

By:

Jamela Boyan
President

ATTEST

Sue Eaker

Secretary
(corporate seal)

PULTE HOME CORPORATION

By:

Thomas W. Bruce
Attorney-in-fact
for
Pulte Home Corporation

ATTEST:

Patricia M. Smith

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Sue Eaker who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION, a North Carolina corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authorized duly given. Witness my hand and notarial seal this 28th day of January, 1992.

Manda R. Hahn
Notary Public

My Commission Expires: 8-12-95

* and attested by her as its Secretary.

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public in and for the county and state aforesaid do hereby certify that Thomas W. Bruce, Attorney-in-fact for Pulte Home Corporation, a Michigan Corporation, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of Pulte Home Corporation, a Michigan Corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and that this instrument was executed under and by virtue of this authority given said instrument granting his power of attorney; that Thomas W. Bruce acknowledged the due execution of the foregoing instrument for the purposes thereto expressed for and in behalf of the said Pulte Home Corporation, a Michigan Corporation.

Witness my hand and official seal this the 29th day of January, 1992.

My Commission Expires: March 27, 1996

Thelma C. Buxton
Notary Public

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of Brenda R. Litaker and

Holly C. Burton

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

ANNE A. POWERS, REGISTER OF DEEDS

By

M. C. P. P. P.

Deputy - Register of Deeds

*Ch 20.2
1.4
B.D.*

Drawn by and mail to:
Purser & Fussell (BOX 90)
3641 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 8th day of October, 1993, by MATTHEWS-HEATHERS LAND CORPORATION, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property in the CHESHUNT subdivision, as shown on Map #24 in Map Book 25 Page 691 in the Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants, Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22 Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions, and Restrictions is recorded in Book 5840 at Page 194 in the Mecklenburg Public Registry and provides therein in Article II, Section 2, that "additional land within the area described in the metes and bounds description attached hereto as EXHIBIT "A"... may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Cheshunt Map #24 as described above, within the Properties subject to the aforesaid Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions, and Restrictions, Declarant does hereby annex Cheshunt Map #24, recorded in Map Book 25 Page 691 in the Mecklenburg Public Registry, to the Properties which are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 5840 Page 194 in the Mecklenburg Public Registry, to the end that Cheshunt Map #24 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said map

YHS

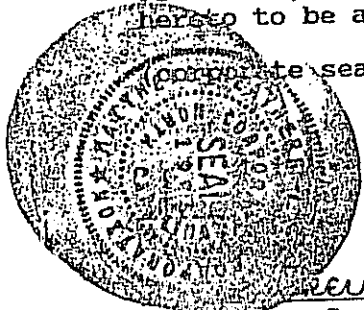
shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

Pursuant to Article III of the aforesaid Declaration of Covenants, Conditions and Restrictions, the lots described herein shall be considered Class "A" lots for voting rights purposes only. Said lots shall be considered Class "B" lots for assessment purposes as long as Declarant, its successors and assigns, as defined in Article I, Section 6, shall at any one time be vested with title to two or more lots as defined therein.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.

MATTHEWS-HEATHERS LAND CORPORATION

By: Rodney L. Purser
Rodney L. Purser, President



(Corporate seal)

Sue Eaker
Sue Eaker, Secretary

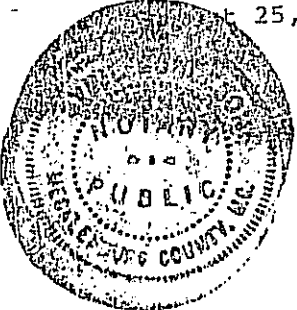
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Sue Eaker, who, being by me duly sworn, says that she is the Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 8th day of October 1993.

Sybil Burlison
Notary Public

My Commission Expires:
October 25, 1998



State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Sybil Burlison

Notary (ies) Public is/are certified to be correct.
This 8th day of October, 19 93.

JUDITH A. GIBSON, REGISTER OF DEEDS.
By: Helen M. Swann Deputy Register of Deeds

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 11/04/93 15:57

Drawn by and mail to:
Purser & Fussell (BOX 90)
3641 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 3rd day of November, 1993, by MATTHEWS-HEATHERS LAND CORPORATION, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property in the CHESHUNT subdivision, as shown on Map #25 in Map Book 25 Page 743 and Map #26 in Map Book 25 at Page 744 in the Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants, Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22 Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions, and Restrictions is recorded in Book 5840 at Page 194 in the Mecklenburg Public Registry and provides therein in Article II, Section 2, that "additional land within the area described in the metes and bounds description attached hereto as EXHIBIT "A"... may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Cheshunt Map #25 and Map #26 as described above, within the Properties subject to the aforesaid Declaration of Covenants, Conditions and Restrictions.

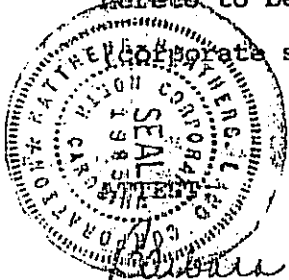
NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions, and Restrictions, Declarant does hereby annex Cheshunt Map #25, recorded in Map Book 25 Page 743 and Map #26 recorded in Map Book 25 at Page 744 in the Mecklenburg Public Registry, to the Properties which are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 5840 Page 194 in the Mecklenburg Public Registry, to the end that Cheshunt Map #25 and Map #26 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown

SWM

on said map shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

Pursuant to Article III of the aforesaid Declaration of Covenants, Conditions and Restrictions, the lots described herein shall be considered Class "A" lots for voting rights purposes only. Said lots shall be considered Class "B" lots for assessment purposes as long as Declarant, it's successors and assigns, as defined in Article I, Section 6, shall at any one time be vested with title to two or more lots as defined therein.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto to be affixed, the day and year first above written.



MATTHEWS-HEATHERS LAND CORPORATION

By: Rodney L. Purser
Rodney L. Purser, President

Barbara A. Wisler
Barbara A. Wisler, Secretary
Asst

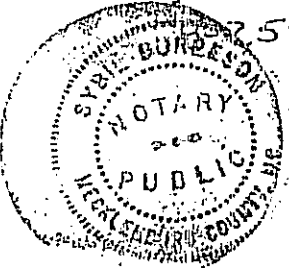
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary public of said county and state, do hereby certify that personally came before me Barbara A. Wisler, who, being by me duly sworn, says that she is the *Asst.* Secretary of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 3rd day of November, 1993.

Sybil Burleson
Notary Public

My Commission Expires:



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sybil Burleson

Notary (ies) Public: is/are certified to be correct.

This 4th day of November, 19 93

JUDITH A. GIBSON, REGISTER OF DEEDS

By: Heleen M. Swann Deputy Register of Deeds

Drawn by and mail to:
Purser & Fussell (BOX 90)
3641 Central Avenue
Charlotte, NC 28205

NORTH CAROLINA

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

MECKLENBURG COUNTY

THIS SUPPLEMENTARY DECLARATION, made on this 1st day of August, 1994, by MATTHEWS-HEATHERS LAND CORPORATION, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that property in the CHESHUNT subdivision, as shown on Map #23 in Map Book 26 Page 230 in the Mecklenburg Public Registry; and

WHEREAS, Declarant has heretofore imposed Covenants, Conditions, and Restrictions upon Cheshunt Map #1 Map Book 22 Page 390 Mecklenburg Public Registry; and

WHEREAS, the aforesaid Declaration of Covenants, Conditions, and Restrictions is recorded in Book 5840 at Page 194 in the Mecklenburg Public Registry and provides therein in Article II, Section 2, that "additional land within the area described in the metes and bounds description attached hereto as EXHIBIT "A"... may be annexed to the existing property by Declarant..."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Cheshunt Map #23 as described above, within the Properties subject to the aforesaid Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions, and Restrictions, Declarant does hereby annex Cheshunt Map #23, recorded in Map Book 26 Page 230 in the Mecklenburg Public Registry, to the Properties which are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 5840 Page 194 in the Mecklenburg Public Registry, to the end that Cheshunt Map #23 shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on said map shall be subject to the terms and conditions of the aforesaid

BK: 07863 PG: 0732/0733 \$:0198 10.00
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 08/01/94 11:32

110

Declaration and shall have the rights and privileges therein set out.

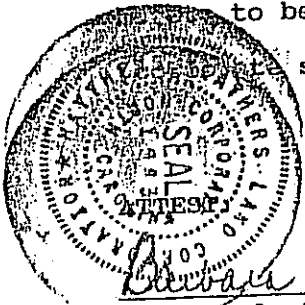
Pursuant to Article III of the aforesaid Declaration of Covenants, Conditions and Restrictions, the lots described herein shall be considered Class "A" lots for voting rights purposes only. Said lots shall be considered Class "B" lots for assessment purposes as long as Declarant, it's successors and assigns, as defined in Article I, Section 6, shall at any one time be vested with title to two or more lots as defined therein.

IN WITNESS WHEREOF, the undersigned MATTHEWS-HEATHERS LAND CORPORATION has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal to be affixed, the day and year first above written.

seal)

MATTHEWS-HEATHERS LAND CORPORATION

By: Rodney L. Purser
Rodney L. Purser, President



Barbara A. Wisler
Barbara A. Wisler, Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

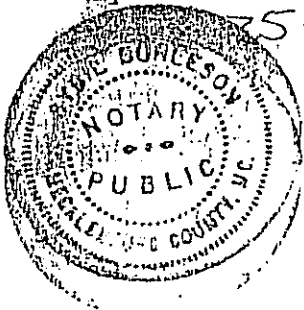
I, the undersigned notary public of said county and state, do hereby certify that personally came before me Rodney L. Purser, who, being by me duly sworn, says that she is the President of MATTHEWS-HEATHERS LAND CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, said writing was signed and sealed by its President in behalf of said corporation by its authority duly given.

Witness my hand and notarial seal this 1st day of August, 1994.

Lybil Burleson
Notary Public

My Commission Expires:

7-5-98



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Lybil Burleson

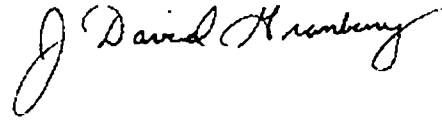
Notary(ies) Public is/are certified to be correct.

This 1st day of August, 19 94.

JUDITH A. GIBSON, REGISTER OF DEEDS

By: Dakin M. Jamerson Deputy Register of Deeds

For Registration J. David Granberry
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2016 Dec 01 11:55 AM RE Excise Tax: \$ 0.00
Book: 31387 Page: 604 Fee: \$ 26.00
Instrument Number: 2016163755



submitted electronically by "Moretz & Skufca, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHESHUNT

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHESHUNT is effective this 28th day of November, 2016, by CHESHUNT HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (the "Association"), which does hereby adopt the following amendments to the Declaration (as defined herein) below:

STATEMENT OF PURPOSE

Cheshunt subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Cheshunt as recorded in Book 5840, Page 109, Mecklenburg County Public Registry ("Declaration"), as amended and supplemented from time to time. Pursuant to the Declaration, the members are authorized to amend the Declaration upon the affirmative vote of 75% of the Association's members. The requisite number of Members voted to amend the Declaration, to remove any reference to the Consumer Price Index as a means to measure assessment increases, and to decrease the percentage of the membership required to amend the Declaration for future amendments.

It is the intent that all amendments that follow are reasonable to all Members and consistent with the Declarant's intent as set forth in the Declaration.

AGREEMENT

NOW THEREFORE, pursuant to the aforesaid authority, the Association is authorized to and does hereby amend the Declaration as follows:

1. Definitions. All capitalized terms used herein and not specifically defined herein shall have the definitions ascribed them in the Declaration.

Prepared by and return to:
Moretz & Skufca, PLLC
37 Union Street South, Suite B
Concord, N.C. 28025

2. Requisite Number of Votes. At least 75% of the Association's Members authorized the Association to record the amendments set forth herein, in compliance with the terms and conditions of the Declaration.

3. Maximum Monthly Assessment. Article XV, Section 3(a) of the Declaration, including the underlined title to that subsection, is hereby deleted in its entirety and replaced with the following:

(a) Maximum Assessment Amount. The maximum annual assessment for a given year may be increased by up to ten percent (10%) above the annual assessment for the preceding year; assessments in excess of ten percent shall be approved by two-thirds of the votes as set forth in subpart (b) of this section.

4. Amendments. Article XIX, Section 3 is hereby amended to delete any reference to seventy-five percent (75%) as the percentage of Lots required to amend the Declaration, and to substitute in its place sixty-seven percent (67%). The sentence beginning with "This Declaration may be..." is deleted in entirety and replaced with the following:

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing sixty-seven percent (67%) of the total votes in the Association.

5. No Other Changes. Except as amended herein explicitly or by necessary implication, the remaining provisions of the Declaration shall not be changed hereby and shall remain in full force and effect.

6. Effective Date; Miscellaneous. This document shall be effective upon recording. If any provision of this document is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from the other without qualification.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Association has executed this amendment to the Declaration of Covenants, Condition, and Restrictions for Cheshunt, by authority duly granted.

CHESHUNT HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation

By: Germaine B. Rezac
Name: GERMAINE B. REZAC
Title: President

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Megan McGrath, Notary Public of Mecklenburg County, State of North Carolina, certify that Germaine Rezac personally came before me this day and acknowledged that s/he is the President of Cheshunt Homeowners Association, Inc., and that s/he as President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and notarial stamp or seal this 28th day of November, 2016.

[Signature]
Notary Public

My commission expires: May 10, 2020

[NOTARIAL SEAL]

