

ARTICLE I

DEFINITIONS

Section 1. The term "Architectural Review Board" shall mean that group of persons selected pursuant to Article II, Section 6, with the powers described therein.

Section 2. The term "Declarant" shall mean and refer to Benton Woods, Inc., and its successors and assigns.

Section 3. The term "Lot" shall mean and refer to each parcel of land shown and identified as a lot on the Map; provided, however, that if any Owner should subdivide any Lot pursuant to and in accordance with Article II, Section 1, hereof, then the term "Lot" shall thereafter mean and refer to each resulting parcel of land intended to be used for the construction of one residential dwelling.

Section 4. The term "Map" shall mean and refer to that certain map recorded in Map Book 21 and Page 79 in the Mecklenburg County Public Registry.

Section 5. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

ARTICLE II

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Section 1. Subdivision of Lots. Except as otherwise provided in this Section 1, no person or entity may subdivide or resubdivide any Lot or Lots without the prior written consent of Declarant, providing further, that the consent of Declarant shall require that any Lot or Lots resulting therefrom would either have a total area not less than the area of said Lot as shown on the Map, or any Lot resulting therefrom would have an area of not less than fifteen thousand (15,000) square feet and a minimum width at any point of not less than eighty (80) feet; providing further, however, that as to Lots having access through a cul-de-sac, the 80-foot requirement shall be deemed met, if the Lot shall have not less than 80 feet in width at the front minimum building line (current setback). Declarant reserves the right to waive this covenant and permit the subdivision of two adjoining Lots by the conveyance by the Owner of one such Lot or a portion of such Lot to the Owner of the adjoining Lot provided that Declarant determines in its sole discretion that the lots resulting therefrom would be suitable for development and harmonious with the development of the subdivision.

Section 2. Resale of Unimproved Lot. In order to promote the uniform and harmonious development of the subdivision, it is the intention of the Declarant to sell one or more Lots only to Owners who will build residential structures thereon either for resale or for use by such Owners as their personal residence and not to Owners who will hold such Lots for resale without improvement. Therefore, before any "unimproved Lot", as hereinafter defined, may be sold to any person, firm or corporation (other than a sale by or to the Declarant), the Owner of such unimproved Lot must first offer in writing to sell the unimproved Lot to Declarant at the same price for which such unimproved Lot was originally sold by Declarant to the initial Owner thereof ("Original Price"). If (1) the Declarant fails to accept or reject such offer in writing within twenty days after receipt of the same, or (2) the Declarant rejects such offer in writing within twenty days after receipt of the same, then the Owner of such unimproved Lot shall have the right to sell such Lot without any further or additional offer to Declarant. If the Declarant accepts such offer in writing within twenty days after receipt of the same, then Declarant shall purchase and the Owner shall sell such unimproved Lot for cash in the amount of the Original Price within thirty (30) days after acceptance of such offer at a time and place designated by Declarant. For purposes of this Section 2, a lot shall be considered an "unimproved Lot" until the Owner thereof has completed all site preparation and actually commenced construction of a residential dwelling thereon; it being expressly understood, however, that this provision shall not prevent any Owner from entering into a contract to construct and sell a residence on a then "unimproved Lot". For purposes of this Section 2, the Original Price at which any Lot was originally sold by the Declarant shall be the actual cash purchase price of such Lot and shall not include any additional expenses incurred by any party in connection with the purchase of such Lot. In the event that any Lot being offered to the Declarant pursuant to this Section 2 has been subdivided pursuant to Section 1 hereof, the Original Price thereof shall be a proportionate amount of the Original Price of each of those Lots initially sold by the Declarant which now forms a portion of such Lot being offered to the Declarant.

Section 3. Reserved Easements. The Declarant reserves for itself, its successors and assigns, an easement in and the right any time in the future to grant a 15-foot right-of-way over, under and along the front and rear lines of each Lot, and a 7 ½ -foot right-of-way under, over and along each side Lot line, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, water, sewer, telephone service, cable television, and other utilities to the Lot. Within such areas, no structures, plantings, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or cable installations, or which may change the direction or flow of drainage channels, or which obstruct or retard the flow of water through drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Section 1 hereof, an easement shall exist both along the rear and side Lot lines of the Lot as shown on the Map and the lot as so subdivided; provided, however, that upon request by the Owner of any such subdivided Lot, the Declarant may release the easement reserved along the rear or side line of the Lot as now

shown on the Map if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the property.

Section 4. Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees, and the construction or maintenance of “garage-apartments” on any Lot is expressly prohibited.

Section 5. Minimum Size of Dwellings. Each single-family dwelling constructed or erected on each Lot shall contain not less than the following minimum heated square feet:

- (a) Not less than a minimum of 1,900 square feet of finished ground floor area for a one-story dwelling; and
- (b) Not less than a minimum of 1,800 square feet of finished ground floor area, and not less than 2,500 square feet total area for a one and a half story dwelling; and
- (c) Not less than a minimum of 1,300 square feet of finished floor ground area and 1,300 square feet of finished second floor area for a two-story dwelling; and
- (d) Not less than 2,500 square feet of finished area for a split-level dwelling.

The minimum finished and heated ground area herein referred to shall not include basements, attached or detached garages, unheated storage areas, carports or open porches of any type.

Section 6. Architectural Control

- (a) Extent of Control. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Review Board (the “Board”). The areas over which the Board shall have control shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the Lot, the size and plan of any attached or unattached garage, the location and manner of construction of any driveway, swimming pool, utility building, patio or other exterior improvement, the composition and color of all materials used on the exterior of any structure.
- (b) Membership of Architectural Review Board. The Board shall be initially composed of Ben F. Tillotson, Jr., Rex P. Callicott, and Charles W. Bennett. In the event of the death or resignation of any of the foregoing named persons, or any successor to either of them, a successor shall be designated by

Declarant. No member of the Board shall be entitled to any compensation for services performed pursuant to this covenant. Because of the Declarant's intention to insure that all development within the subdivision is made in a responsible and harmonious manner, the Declarant shall retain the right to appoint members to the Board even though the Declarant at the time of any such appointment owns no Lots within the subdivision. However, the Declarant may, at its sole option, surrender such right of appointment at any time by a duly recorded written instrument, and, at such time, the then Owners of a majority of all Lots shall have the power through an additional recorded written instrument to change the membership of the Board or to withdraw from the Board or restore to it any of its powers and duties; provided, however, that the Board shall continue to function as provided herein until such instrument is duly recorded.

- (c) Procedure. Any party desiring Board approval of any proposed improvement to any Lot shall submit to the Board plans and specifications showing in such detail and manner as the Board shall require the nature, shape, height, materials and location of any such improvement. The Board may, in its sole discretion, require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered surveyor showing the location of the proposed improvements on the Lot. All decisions of the Board shall be by a majority vote of the members thereof and shall be based on the Board's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. The Board's approval or disapproval of any proposed improvement shall be in writing. In the event that the Board fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as the Board may require have been submitted to it, no approval will then be required and this section shall be deemed to have been complied with. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by the Board of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Each party desiring Board approval shall submit to the Board not less than two complete copies of the plans and specifications for the requested Board approval, and shall furthermore submit to the Board such modified or amended plans and specifications as the Board may require, again in duplicate, and the final plans and specifications if and as approved by the Board shall be duly marked with the appropriate statement indicating approval by the Board, with one copy returned to the parties and one copy retained and maintained in the files of the Board.

Section 7. Building Line Requirements.

- (a) No building shall be located on any Lot nearer than 35 feet from the front or 17 ½ feet from any side street line, or such greater front or side street setbacks as may be required by the Architectural Review Board under the provisions of Section 6 hereof. No building or structure of any kind shall be located on any Lot nearer than 10 feet from any side yard Lot line or 50 feet from any rear Lot line. In computing such building line requirements, the measurements shall be from the base or ground level of the building or structure and neither the overhang of eaves not in excess of three feet nor the establishment of uncovered stoops or steps within a setback area shall be considered a violation of this covenant.
- (b) In the event of any unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner at such time of the Lot or Lots directly affected thereby, to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restriction.

Section 8. Use of Outbuildings and Similar Structures. No trailer, camper mobile home, modular home, or pre-manufactured home, shall be erected or allowed to remain on any Lot and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently upon any Lot; provided, however, that this section shall not be construed to prevent the Declarant from permitting any party building a structure upon any Lot to erect temporary structures during construction.

Section 9. Nuisances and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No person may keep any animal or poultry of any kind upon any part of a Lot except that any Owner then occupying a residence upon a Lot may keep customary household pets upon such Lot provided that such pets are not kept, bred or maintained for any commercial purposes and provided further that such pets are not kept in such numbers or of such a nature or in such a manner as to become a nuisance to the other Owners or residents of the subdivision, and providing further, that the maintenance of such household pets shall be at all times in accordance with all applicable governmental regulations regarding the keeping of such household pets. Household pets as used herein shall specifically exclude exotic or dangerous pets.

Section 10. Completion of Construction. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year

subsequent to commencement of construction, except for the written consent of the Declarant, which written consent the Declarant agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the Owner of said Lot.

Section 11. Sewage and Water Systems. Declarant has made available to each Lot within the subdivision, water and sewer facilities which each Owner shall use in the occupancy of each Lot. The installation of a well by any Owner shall be solely in accordance with the then applicable governmental regulations and shall, so long as sanitary water supplies are provided by the governmental authorities, be used solely for nonconsumption purposes.

Section 12. Maintenance of Lot, Trash and Garbage. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, and shall keep said Lot free from all rubbish and other refuse. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. All such trash, garbage, or other waste shall, however, at all times be kept in sanitary containers, and in compliance with the applicable governmental regulations regarding disposal thereof. In the event that any Owner fails or refuses to comply with any of the foregoing, either the Declarant or the Architectural Review Board may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at his address specified in his contract to purchase such Lot and by posting such notice on the Lot. If the Owner has not complied therewith within five days thereafter, the Declarant may enter and correct the same at the Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass. Any sums expended in enforcement hereof, shall constitute a lien upon the Lot or Lots upon which the violation occurred, and which the Declarant and/or Architectural Review Board incurred costs or expenses in correcting the same.

Section 13. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot with the exception of:

- (a) Signs stating "For Rent" or "For Sale", which signs shall not exceed two feet by three feet in dimensions, shall refer only to the Lot on which displayed, and shall be limited to one sign per lot; and
- (b) The name of the resident of any Lot and the street address, the display of which shall be furnished to the Architectural Review Board upon request and shall be subject to approval by the Architectural Review Board; and
- (c) Signs stating "Built By" and including the name of the builder or contractor constructing the principal residence thereon, said sign not to exceed 2' by 3'

in dimensions, and to refer only to the Lot on which it is displayed, and furthermore being limited to one sign per Lot (financial institution and subcontractor signs are not allowed, including without limitation financed by, termite, plumbing, electrical, and roofing).

Section 14. Fences and Walls. No fence or wall of any nature shall be maintained or permitted on any Lot from the front and side street setback lines on each Lot to the street line. Fences constructed from the front and side street setback line to the rear line of the improvements constructed on each Lot shall be constructed of wood or brick and shall not exceed a height of 42 inches (no chain link, concrete block, or exposed wire fences of any nature shall be allowed within the subdivision; providing, however, that a wire fence may be used behind and in conjunction with an approved fence). Walls or fences constructed from the rear line of the improvements constructed upon the property to the rear Lot line shall be constructed solely of wood or brick, and shall not exceed such height restrictions and limitations, if any, as imposed by the governmental authorities.

Section 15. Garages. Each Lot within the subdivision shall have constructed, as a portion of and in conjunction with the principal residence thereon, a detached or attached two-car garage with a fully completed exterior, harmonious to the principal residence constructed on the said Lot and all such garages shall be accessible only from the side or rear of the principal residence, excepting that garages constructed on corner lots shall be accessible only from the rear of the principal residence. Providing, however, that to the extent an Owner shall design a structure upon a Lot within the subdivision, and the shape, including the width and road access of said Lot, presents practical and real difficulties in complying with the side or rear garage access as set forth herein, the Owner may apply to the Architectural Review Board for a waiver of the rear and side access provisions hereof. Any such request by an Owner shall be in written form, including drawings as to the proposed residence to be constructed and itemizing the difficulties which compliance with the provisions of this Section would impose upon the Owner, and the Architectural Review Board shall retain the right to accept or reject any such request for a modification, in its sole discretion, and, to the extent any such request shall be granted, to impose upon such Owner such additional terms, conditions and requirements as the Architectural Review Board may deem necessary and appropriate, including without limitation requirements that the garage have two separate doors, and that the doors be designed in such a manner as to be harmonious and in keeping with the structures erected and to be erected within the subdivision.

Section 16. Sidewalks and Driveways. Each sidewalk and driveway constructed on any Lot within the subdivision, including the flooring surfaces of garages as required herein, shall be constructed solely of concrete (gravel, asphalt, or other similar paving materials are not allowed in the subdivision).

ARTICLE III

ARCHITECTURAL REVIEW GUIDES

Section 1. Architectural Review Procedures. The provisions hereof are designed to outline for any Owner the relevant guidelines under which the Architectural Review Board shall determine the acceptability of the plans and specifications for the construction of any residence within the subdivision. Each Owner shall submit the plans and specifications in accordance with the terms and conditions of Article I, Section 6(c), hereof, and upon approval of said plans and specifications, the Owner shall thereafter construct the residence, and incidental structures and outbuildings associated therewith, in full and complete accordance with the plans and specifications as so approved. Deviation by the Owner from the plans and specifications as approved, without the prior consent of the Architectural Review Board, shall be deemed a violation hereof, and accordingly, reserving to the Declarant or the Architectural Review Board the right to enforce the terms and conditions hereof.

Section 2. Owner Responsibilities. Each Owner shall be responsible (and also responsible for the actions or inactions of the builder or contractor retained by Owner) for any damages to streets, utility and drainage improvements, including but not limited to, catch basin covers, curbing, water mains, sewer lines, drainage pipes and headwalls, paving, street markers, gas mains, power and telephone lines resulting from work done by himself, his subcontractors, or his suppliers. Owner shall further comply with all applicable Mecklenburg County ordinances relating to erosion and siltation control and will be required to take preventive measures necessary to control runoff on said Lots to adjacent Lots or street rights-of-way during construction or any modifications or improvements upon any Lot or Lots. Each Owner shall, as soon as feasible, cover the driveway entrances to the Lot with a crushed stone base, preliminary to the paving thereof in accordance with the terms and conditions hereof, in order to minimize mud on the subdivision streets. Owner shall confine any and all construction and construction materials and debris solely to the parameters of Owner's Lot. Clearing debris, including without limitation stumps, trees, brush, branches and construction materials are to be removed as often as necessary in order to keep the residential structure and Lot in accessible and salable condition. No such debris shall be dumped on any adjacent Lot or any other area within the subdivision, and Owner shall maintain the Lot and residential structure in a neat and attractive manner at all times. Owner shall not, at any time, store or maintain (even on a temporary basis) upon the streets and rights-of-way within the subdivision, any debris or building materials. Declarant reserves the right to require the Owner, in conjunction with the Owners of other Lots within the subdivision, to contribute, from time to time, such prorate portion as may be necessary to pay for the costs of cleaning mud and debris from the streets within the subdivision caused by the construction of a residence upon the Lot of Owner.

Section 3. Architectural Intent. It is the intent of these guidelines to encourage residential structures which harmonize with their surroundings and with each other, colors,

materials and design features will not be approved which would tend to make an individual house call attention to itself in the overall design and structure of the subdivision.

Section 4. Guidelines. Listed hereafter are guidelines which are not intended to be absolute and complete guidelines, but address certain areas which will be carefully considered by the Architectural Review Board in the approval or disapproval of an Owner's plans and specifications:

(a) Exterior Materials:

- (1) Exterior Finishes: Not less than 80% of all structures within the subdivision shall have exterior finishes, including the residential structures, garages and outbuildings, constructed solely of brick (save and excepting soffits, eaves, window frames and door frames, and other such similar items not generally adaptable to brick construction) as approved by the Architectural Review Board, and not more than 20% of the residences constructed in the subdivision shall have exterior finished consisting of frame materials, as approved by the Architectural Review Committee. In addition, the location of frame residences and structures appurtenant thereto throughout the subdivision shall be interspersed amongst the various areas within the subdivision and shall not be congregated or isolated in one particular area of the subdivision. The approval of any particular residence for construction of frame materials and/or location of said residence within the subdivision shall vest solely in the discretion of the Architectural Review Board.
- (2) Brick Type: Very light or white colored, orange or Holiday Hills brick is not acceptable. A brick sample must be submitted for approval to the Architectural Review Board prior to the ordering of brick for the construction of any residence.
- (3) Chimneys: All chimneys must be brick, stone or other acceptable masonry material unless otherwise approved in writing by the Architectural Review Board.
- (4) Mortar: All brick veneer on each residential structure shall have tinted mortar, black or weeping mortar joints are not acceptable.
- (5) Stone: Weathered granite or Tennessee fieldstone with natural color mortar joints are acceptable. Black mortar joints will not be accepted.
- (6) Roofs: Roof pitches to be no less than 8:12 unless otherwise approved in writing by the Architectural Review Board. Slate or asbestos and composition roofing shall be used, and roof colors shall be gray or black unless otherwise approved by the Architectural Review Board. All

flashings, as well as roof stacks and plumbing vents must be painted flat black; providing, however, that flashings constructed solely of copper may be left unpainted.

- (b) Exterior Colors: All exterior colors (brick, roof, paint, stain, etc.) must be submitted to the Architectural Review Board prior to ordering and application.
- (c) Interior Features:
 - (1) Ceilings: All ceilings must be “slick” (no blown ceilings will be permitted), and first floor ceiling height must be no less than 8’ 3”.
 - (2) Hardware: Polished brass hardware is desirable.
 - (3) Light Fixtures: Polished brass (as opposed to antique brass) fixtures is desirable.
- (d) Driveways and Walkways: All driveway and walkway surfaces must be paved concrete finishes, and normal concrete must be stained with black or gray/black surface material. Curved driveways will be required unless otherwise approved by the Architectural Review Board.
- (e) Garage Doors: Garage doors should be constructed in a manner, and in a color, to harmonize with the remaining construction of the residence, including outbuildings or accessory buildings.
- (f) Landscaping: Landscaping must be completed no later than thirty (30) days after final inspection by building inspector or prior to occupancy, whichever is sooner, unless an extension has been granted by the Architectural Review Board.

ARTICLE IV

POST CONSTRUCTION RESTRICTIONS

Section 1. Landscape Maintenance. Each Owner shall at all times maintain the landscaping of each Lot in a neat and orderly manner, including without limitation the mowing of grass, the removal of trash and debris, including without limitation leaves and other natural debris (save and excepting in natural areas as may be designed by the Owner and which are harmonious to the subdivision).

Section 2. Exterior Improvements. The construction, attachment, or addition of a swimming pool, tennis court, TV or radio antenna, or outbuilding constructed subsequent to the completion of a principal residence, or repair, remodel, or refinish of existing structures, must be submitted to the Architectural Review Board in the same manner and subject to the same control as the preliminary plans and specifications regarding the construction of the principal residence.

Section 3. On-Street Parking. Each Owner of a Lot shall provide upon the Lot adequate parking for each vehicle owned or maintained by a resident of a Lot and no such vehicle shall be parked overnight upon the dedicated streets of the subdivision.

Section 4. Boats, Recreational Vehicles, and Commercial Vehicles. All boats, trailers, recreational vehicles, campers, and commercial vehicles (commercial vehicles as used herein shall mean vehicles owned and/or principally used by the Owner or other residents of the principal residence located upon the Lot, and shall not refer to commercial vehicles located within the subdivision from time to time solely for the purpose of providing services to the residents of the subdivision), shall be parked solely in the garages required for each residence within the subdivision, or upon a space prepared for such use by the Owner in the rear yard of each such residence, and in no circumstances shall any such boat, recreational vehicle, trailer, camper, or commercial vehicle be parked on the dedicated streets of the subdivision or in the driveways servicing any Lot. For purposes hereof, the term "rear yard" shall mean that portion of a Lot to the rear of the structure erected on any such Lot and shall not include front and side areas.

Section 5. Television or Satellite or Dish Antennas. No Owner shall maintain a television or satellite or dish antenna in any location other than the rear yard of the residence constructed on any Lot, and in no event shall such television or satellite or dish antenna be attached to the principal residence, or located to the front or side of any principal residence so constructed upon a Lot or Lots. Providing further, that to the extent that cable television shall be available to a Lot within the subdivision, then a television antenna (other than a dish or satellite subject to the restrictions herein set forth) shall be prohibited at any location upon the Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, any Owner, or any other person, firm or corporation owning any interest in a Lot, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure by any such party to enforce any such covenant, condition 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, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Effective Period. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of Lots for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years until terminated as hereinafter provided. The reserved easements shall permanently run with the Lots.

Section 4. Amendment and Termination. This Declaration may be altered, modified, cancelled or changed at any time in any manner by a written document executed by the Declarant together with the Owner or Owners of a majority of the Lots (Declarant's signature shall be necessary whether or not Declarant shall own any Lot or Lots at the time of execution, and Lots owned by Declarant shall be included as to the execution by a majority of Lot Owners). Any such amendment must be recorded in the Mecklenburg County Public Registry and shall not be effective until so recorded. After the initial twenty-five (25) year term hereof, this Declaration may be modified or terminated by a vote of the Owners of a majority of the Lots.

Section 5. Excluded Properties. Nothing contained herein shall be construed to impose any restrictions on or easements in any land or property owned by the Declarant other than the subdivision referred to hereunder.

Section 6. Enforcement of Expenses as a Lien Upon Property. All costs incurred by the Declarant or the Architectural Review Board in the enforcement of the terms and conditions hereof, including court costs, costs of correcting deficiencies by any Owner of a Lot or Lots, and reasonable attorneys fees in the enforcement hereof, shall be a personal liability of the Owner or Owners of such Lot or Lots subject to the enforcement or correction hereunder, and furthermore such costs and fees shall be a lien upon the Lot of the Owner, and each Owner agrees to accept such personal liability and the lien enforcement rights of the Declarant and the Architectural Review Board by acceptance of a deed to any Lot or Lots in the subdivision.

Section 7. Headings. Article and section headings are inserted for convenient reference and are not to be construed as substantive parts of the paragraphs to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be duly executed under Seal on the day and year first above written.

BENTON WOODS, INC.

ATTEST:

s/ Rex P. Callicott
Rex P. Callicott, Secretary

BY: s/ Ben R. Tillotson, Jr.
Ben R. Tillotson, Jr., President

[CORPORATE SEAL AFFIXED]