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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE SANCTUARY**

EACH PERSON ACQUIRING A LOT IN THE SANCTUARY IS BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS DECLARATION AND MUST READ IT IN ITS ENTIRETY IN ORDER TO BE FULLY AWARE OF ALL REQUIREMENTS IMPOSED.

AMONG SUCH REQUIREMENTS ARE THE FOLLOWING:

- THAT EACH OWNER OF A LOT BE A MEMBER OF, AND PAY ASSESSMENTS TO, THE SANCTUARY AT LAKE WYLIE PROPERTY OWNERS ASSOCIATION, INC.
- THAT APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE BE OBTAINED BEFORE COMMENCEMENT OF ANY IMPROVEMENTS UPON OR DISTURBANCE OF A LOT, OR CONSTRUCTION OF ANY DOCK, PIER, BOATSLIP, OR SIMILAR IMPROVEMENT, AS MORE PARTICULARLY SET FORTH IN ARTICLE VIII OF THIS DECLARATION.
- THAT, UPON TRANSFER OR SALE OF ANY LOT, THE PROCEDURES OF ARTICLE XI OF THIS DECLARATION BE FOLLOWED, INCLUDING THE REQUIREMENT THAT A RE-SALE CERTIFICATE AND AGREEMENT BE EXECUTED BY THE SELLER AND PURCHASER OF ANY LOT.
- PAYMENT OF A TRANSFER FEE UPON ALL TRANSFERS OF LOTS (WHETHER IMPROVED OR UNIMPROVED) OTHER THAN EXEMPT TRANSFERS, AS PROVIDED IN ARTICLE V-A OF THIS DECLARATION.

THE RECITATION OF CERTAIN REQUIREMENTS OF THIS DECLARATION ABOVE DOES NOT RELIEVE ANY OWNER OF A LOT IN THE SANCTUARY FROM THE REQUIREMENTS OF ALL PROVISIONS OF THIS DECLARATION AND ANY AMENDMENTS TO THIS DECLARATION WHICH MAY HEREAFTER BE RECORDED.

AS SET FORTH IN THIS DECLARATION, THE DECLARANT RESERVES TO ITSELF THE RIGHT TO MODIFY, ALTER OR CHANGE THE DEVELOPMENT PLAN FOR THE SANCTUARY, CONSISTENT WITH THE UNIFORM SCHEME OF DEVELOPMENT FOR THE SANCTUARY. DECLARANT HAS RESERVED CERTAIN RIGHTS TO UNILATERALLY AMEND THIS DECLARATION, AS PROVIDED IN ARTICLE XII, SECTION 3 HEREOF. DECLARANT HAS ALSO RESERVED THE RIGHT TO ANNEX ADDITIONAL PROPERTY INTO THE SANCTUARY.

Drawn by and after recording return to:
 Brian P. Evans
 Kennedy Covington Lobdell & Hickman, L.L.P
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 214 North Tryon Street
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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE SANCTUARY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 17th day of September, 2004, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (the "Declarant"). All capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Declaration.

Declarant is the owner of that certain real property located in Mecklenburg County, North Carolina, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), which Property is being developed by Declarant (and/or one or more affiliates of Declarant) as a residential community and amenity facility as a portion of the development known as The Sanctuary.

Declarant desires to provide for the preservation of the property values, amenities and opportunities in the Project and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and/or described.

Although Declarant contemplates that separate easements, covenants, conditions and restrictions (which may include easements, covenants, conditions and restrictions similar to those herein contained) may be imposed with regard to the various phases or sections of the Project, Declarant desires to impose pursuant hereto easements, covenants, conditions and restrictions upon all of the Property, with the understanding that, at the option of Declarant, additional restrictions may be imposed with regard to the various phases or sections of the Project.

NOW, THEREFORE, Declarant hereby subjects the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and hereby declares that (subject to certain rights of amendment, as hereinafter described) all of the Property shall be held, sold and conveyed subject to such easements, covenants, conditions, restrictions, charges and liens, all of which are for the purpose of protecting the value, desirability and attractiveness of the Project. Subject to the above-described rights of Declarant, such easements, covenants, conditions, restrictions, charges and liens shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof and shall inure to the benefit of each owner of the Property or any part thereof.

ARTICLE I
DEFINITIONS

Section 1. “Accessory Structure” or “Accessory Structures” shall mean and refer to accessory structures other than the primary Dwelling Unit as are approved in advance in writing by the Architectural Control Committee pursuant to the Guidelines, including, without limitation, to the extent allowed by applicable law, accessory structures incidental to the use of the primary Dwelling Unit such as elderly and disabled housing, housing for domestic employees of the Owner of the primary and any other Dwelling Units, secondary Dwelling Units, carriage houses containing residential quarters, cabins, studios, garages, pavilions, gazebos, potting sheds, storage sheds, tree houses, playhouses and guest cottages for guests of the Owner of the primary and any other Dwelling Unit.

Section 2. “Additional Declaration” shall mean and refer to any Declaration of Covenants, Conditions and Restrictions filed in the Office of the Register of Deeds of Mecklenburg County, North Carolina, with regard to a certain Phase, section or portion of the Property, as more particularly described in Article II, Section 2 hereof.

Section 3. “Additional Property” shall mean and refer to additional real estate near or contiguous to the Property, or within eight thousand (8000) feet of any of the Property, which may be made subject to the terms of this Declaration in accordance with the provisions of Article II of this Declaration, including, without limitation, the real property, whether or not within eight thousand (8,000) feet of the Property, described on Exhibit “B” attached hereto and incorporated herein by this reference.

Section 4. “Amenity Area” or “Amenity Areas” shall mean and refer to the parcel or parcels of land labeled “Amenity Area” (or a similar term) on a Plat, together with any parking area, clubhouse, lodge, pool, tennis courts, amphitheater, family activity center, or other recreational amenity or facility constructed or placed thereon for the common use and enjoyment of all Owners.

Section 5. “Architectural Changes Committee” shall have the meaning set forth in Article VIII hereof.

Section 6. “Architectural Control Committee” shall mean and refer to the committee appointed by the Board to oversee the development and enforcement of architectural control standards and restrictions with respect to the Project and to perform certain other functions described in the Declaration.

Section 7. “Articles of Incorporation” shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit “C” hereto and incorporated herein by reference.

Section 8. “Association” shall mean and refer to THE SANCTUARY AT LAKE WYLIE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 9. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 10. “Boatslip Maintenance and Operation Costs” shall have the meaning set forth in Article IV hereof.

Section 11. “Bylaws” shall mean and refer to the Bylaws for the Association attached as Exhibit “D” hereto and incorporated herein by reference.

Section 12. “Certificate of Occupancy” shall mean and refer to any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any structure on the Property.

Section 13. “Common Area” or “Common Areas” shall mean and refer to the Amenity Area, Parking Area(s), Storage Areas (if any), Street Lights, the Trail System, the Common Boatslips, the Common Pier(s), the Septic Easement Areas, and the Roadways, including hard surface trails, a fishing pier, drainage facilities, monumentation, street signs, and other improvements located therein (prior to their acceptance for maintenance by the North Carolina Department of Transportation or other governmental entity), collectively, and any other property specifically shown and designated on any Plat as “Common Area,” “Common Open Area,” “Common Open Space,” “Open Space,” or “COS.” The Common Areas shall be initially owned by the Declarant and ultimately owned by the Association (except as otherwise provided herein) for the common use, benefit and enjoyment of the Owners. The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Project.

Section 14. “Common Boatslip” or “Common Boatslips” shall mean and refer to the boatslips located or to be located adjacent to the Amenity Area, together with any additional Common Boatslips which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration, which may be available for common use by Owners, subject to the terms of this Declaration.

Section 15. “Common Pier” or “Common Piers” shall mean and refer to the pier or piers containing the Common Boatslips which may be constructed in and over the waters of the Lake together with any additional Common Piers which Declarant may cause to be constructed in accordance with the terms of Article II of this Declaration.

Section 16. “CPI” shall have the meaning set forth in Article V hereof.

Section 17. “Declarant” shall mean and refer to The Sanctuary at Lake Wylie, LLC, a Delaware limited liability company, its successors in title and assigns, provided that any such successor-in-title or assign shall acquire for the purpose of development and/or sale all or substantially all of the remaining undeveloped or unsold portions of the Property and, provided further, that in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the “Declarant” hereunder by the grantor of such conveyance, which grantor shall be the “Declarant” hereunder at the time of such conveyance. Provided further, that upon such designation of such successor Declarant, all rights, duties and obligations of the former Declarant in and to such status as “Declarant” hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the “Declarant” hereunder at any time.

Section 18. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as same may be amended and/or supplemented from time to time as herein provided.

Section 19. “Dwelling Unit” shall mean a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a residence by a family or household unit.

Section 20. “Entrance Monument Easements” shall mean and refer to the easements reserved by Declarant and granted to the Association in Article X hereof over, across and under certain areas of the Property, for the installation and maintenance of entrance monuments, landscaping and related improvements for the Project, all as more particularly described in Article X.

Section 21. “Guidelines” shall mean and refer to “The Sanctuary Design Guidelines” as more particularly described in Article VIII hereof.

Section 22. “Guild Builder” shall have the same meaning as set forth in Article VIII hereof.

Section 23. “Improvement” shall have the same meaning as set forth in Article VIII hereof.

Section 24. “Lake” shall mean and refer to that certain body of water commonly known as Lake Wylie, located adjacent to portions of the Project.

Section 25. “Lake Buffer Area” shall have the same meaning as set forth in Section 3(b) of Article VIII of this Declaration.

Section 26. “Lot” shall mean and refer to any numbered or lettered tract of land (excluding any Common Area) shown on any Plat which is a part of the Property and which shall be restricted for such uses as are consistent with this Declaration and any other restrictions covering the area wherein the tract of land is located. No tract of land shall become a “Lot” as that word is used herein until a Plat of the area in which the same is located is recorded in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

Section 27. “Maintenance Areas” shall have the meaning as set forth in Article X hereof.

Section 28. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 29. “Mortgage” shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 30. “Mortgagee” shall mean the owner and holder of a Mortgage at the time such term is being applied. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner’s Lot.

Section 31. “Occupant” shall mean and refer to any person occupying all or any portion of a Lot or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such Lot or portion of the Property.

Section 32. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or other portion of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 33. “Parking Area” shall mean and refer to the parking lot or lots which may be constructed over certain portions of the Common Area(s), including, without limitation, the Amenity Area, for the common use, benefit and enjoyment of the Owners, their families, guests and invitees.

Section 34. “Person” shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust or other legal entity.

Section 35. “Phase” shall mean and refer to any phase, section or portion of the Property for which a separate Plat or Plats are recorded in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

Section 36. “Plat” shall mean and refer to any plat of the Property or any part of it which is recorded from time to time in the Office of the Register of Deeds of Mecklenburg County, North Carolina, and any and all revisions thereof.

Section 37. “Project” shall mean and refer to the residential development and amenity facility being developed by Declarant on the Property and commonly known as The Sanctuary.

Section 38. “Property” shall mean and refer to that certain real property located in Mecklenburg County, North Carolina, and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference, as well as such additional property as may be made subject to the provisions of this Declaration pursuant to the provisions of Article II hereof.

Section 39. “Resale Certificate and Agreement” shall have the meaning set forth in Article XI, Section 3, hereof.

Section 40. “Roadways” shall mean and refer to the roads, streets, entranceways and cul-de-sacs (if any) in the Project, as shown on the Plats, and any other roads, streets, entranceways and cul-de-sacs on the Property, all to be privately maintained by the Association until accepted for maintenance by the North Carolina Department of Transportation or other governmental entity, as set forth herein.

Section 41. “Septic Easement” or “Septic Easements” shall mean and refer to the septic easement or septic easements granted and reserved over the Septic Easement Areas for the benefit of certain Lot Owners, the Declarant, and/or the Association, as more particularly described in Article VII, Section 21, hereof.

Section 42. “Septic Easement Areas” shall mean and refer to those portions of Common Area described on the Plat(s) as “Septic Easement Areas,” “S.F.E.,” or other similar designation.

Section 43. “Septic Lots” shall mean and refer to those Lots utilizing the Septic Easement Areas to drain sewage from such Lots through a Septic System. The Owner of a Septic Lot shall be hereinafter referred to as a “Septic Lot Owner.”

Section 44. “Septic System” shall mean and refer to the tanks, pipes, pumps, and other facilities and equipment for the processing of sewage serving a Lot, including without limitation all pipes related to the transportation of sewage from the Septic Lots to the Septic Easement Areas and all drainage fields and equipment and apparatus installed within such Septic Easement Areas.

Section 45. “Shared Private Boatslip Lots” shall mean and refer to Lots 49 and 50 (which share a Shared Private Pier), and Lots 186 and 187 (which share a Shared Private Pier) as shown on the Plat, and any other Lot so designated in any supplement or amendment to this Declaration, and which have, as an appurtenance to the Lot, the right to use a Shared Private Boatslip in accordance with and as more particularly set forth in Article IV of this Declaration.

Section 46. “Shared Private Boatslips” shall mean and refer to those certain boatslips located in and over the waters of the Lake and identified as “Shared Private Boatslips” on any Plat, together with any additional Shared Private Boatslips which may be constructed in accordance with the terms of Article II of this Declaration.

Section 47. "Shared Private Pier" or "Shared Private Piers" shall mean and refer to the pier or piers containing the Shared Private Boatslips which may be constructed in and over the waters of the Lake.

Section 48. "Storage Area" shall mean and refer to any part of the Property shown and designated on a Plat as "Storage Area" or other similar designation; provided, however, Declarant shall not be obligated to provide any Storage Area.

Section 49. "Street Lights" shall mean and refer to those certain street lights leased by Declarant (which lease shall be assumed by the Association) and installed upon, along and/or over the rights-of-way of the Roadways, Parking Area(s) (if any), Maintenance Areas and Common Areas.

Section 50. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions filed in the office of the Register of Deeds of Mecklenburg County, North Carolina, to bring additional property within the coverage of this Declaration and the jurisdiction of the Association, as more particularly described in Article II hereof.

Section 51. "Trail System" shall have the meaning set forth in Article X hereof.

Section 52. "Transfer Fee" shall have the meaning set forth in Article V-A below.

Section 53. "Turnover Date" shall have the meaning set forth in Article IV hereof.

Section 54. "Waterfront Lots" shall mean and refer to Lots 56-62, 183-185, 188, and 189 as shown on the Plat, and any other Lot so designated in any supplement or amendment to this Declaration, and which may have, as an appurtenance to the Lot, the opportunity to construct and use a private pier as more particularly set forth in Article IV of this Declaration.

Section 55. "Waterfront Lot Boatslips" shall mean and refer to any boatslip that is constructed by a Waterfront Lot Owner adjacent to his or her Waterfront Lot.

Section 56. "Waterfront Lot Pier" shall mean and refer to any pier containing a Waterfront Lot Boatslip.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property Made Subject to this Declaration. The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association, each Owner and each party owning record title to any of the Property subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property (including Common Areas), including without limitation all or a portion of the Additional Property described on Exhibit B attached hereto, to be made

subject to the terms and scheme of this Declaration by filing one or more Supplemental Declarations in the Office of the Mecklenburg County Register of Deeds, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property. Declarant may also cause or permit additional Common Piers and/or Shared Private Piers and/or Common Boatslips and/or Shared Private Boatslips to be constructed and made subject to the terms and scheme of this Declaration by the filing of one or more Supplemental Declarations describing the location and number of Common Piers and/or Shared Private Piers and/or Common Boatslips and/or Shared Private Boatslips to be added and containing a statement by Declarant of its intent to extend the operation and effect of this Declaration to the additional Common Piers and/or Shared Private Piers and/or Common Boatslips and/or Shared Private Boatslips. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more Supplemental Declarations as provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. Such complementary additions may include provisions that limit the rights of Owners of such Additional Property to use certain facilities located on or adjacent to the Common Areas (such as the Common Boatslips), and provisions for reduced assessments for such Owners to take into account that such Owners will not have the right to use certain of the facilities located on or adjacent to the Common Areas. Any such limitation on use of the Common Area or reduced assessments shall be at the sole option of Declarant. In no event, however, shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for amendment set forth in this Declaration.

(c) In addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration, Declarant shall have the right, at its election without the consent of any Owner or Owners, to subject any Phase, section or portion of the Property owned by Declarant to additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens, by filing an Additional Declaration in the Office of the Register of Deeds of Mecklenburg County covering only such Phase, section or portion of the Property. Such an Additional Declaration may or may not provide for the establishment of a property owners' association to govern the ownership and/or maintenance of the Property affected by and the enforcement of the provisions of such Additional Declaration. Whether or not a property owners' association is formed pursuant to such Additional Declaration, the Association shall have the right and authority to enforce all controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens imposed by such Additional Declaration and any amendments thereto, whether or not such right and authority is expressly provided for in such Additional Declaration.

(d) Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this Declaration, any Supplemental Declaration and/or any Additional Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Except as otherwise provided herein, Declarant shall convey to the Association the Common Areas to be owned and maintained by the Association; provided, with respect to any part of the Common Areas leased by Declarant (e.g., Street Lights, if any), Declarant shall assign its rights under such lease to the Association, and the Association shall assume all obligations of Declarant under such lease. Declarant reserves the right (but shall not be obligated) to construct within the Common Areas, among other things, (i) the Street Lights, if any (which will be leased from a third party) and other lighting, signage and irrigation facilities, (ii) the Trail System and related structures, (iii) the Roadways (including sidewalks, drainage facilities and other improvements), (iv) certain improvements within the Amenity Area, (v) the Common Boatslips and Common Piers, and (vi) certain additional recreational amenities and facilities, for the use and enjoyment of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Plat or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Roadways, which may eventually be accepted for public dedication and maintenance by the North Carolina Department of Transportation or other governmental entity). Portions of the Trail System will be located within certain Lots, and fee simple title to the land underlying such portions of the Trail System shall be and remain in the applicable Owner over whose Lot such portion of the Trail System is located, subject to the easement rights contained in this Declaration.

Section 2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

(a) the right of the Association and the Board to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners within the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment or charge against said 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) the right of the Declarant or the Association to grant or reserve utility, drainage and other easements across the Common Areas;

(d) any limitation on use of certain facilities on the Common Area established by Declarant in a Supplementary Declaration, as contemplated in Article II, Section 2, above;

(e) the Septic Easements in favor of the Owners of Septic Lots, as provided in Article VII, Section 21, below; and

(f) any and all other applicable provisions of this Declaration, including, without limitation, the provisions of Article III, Section 4 below.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Areas and facilities located thereon to the members of his or her family, his or her guests, invitees, or his or her tenants.

Section 4. Use of Amenity Areas by Licensees. The Association shall have the right, from time to time, to allow individuals not owning a Lot or any other part of the Property (each, a "Licensee"; collectively, "Licensees") to use all or a certain portion of the Amenity Areas upon terms and conditions acceptable to the Association and set forth in a written agreement between the Association and each Licensee (each, a "License Agreement"). Each License Agreement, among other things, may include the following provisions:

(a) Upon execution of a License Agreement, each Licensee may be required to pay to the Association an amount determined by the Association in its sole discretion ("the License Fee") as consideration (in addition to the "User Fee" defined in Section 4(b) below) for the Association's agreement to enter into the License Agreement;

(b) In addition to the License Fee, each Licensee shall pay to the Association an amount to be collected no less often than annually (a "User Fee") in such amount as is determined by the Association from time to time as consideration for the ongoing use of the Amenity Areas (or such portion thereof with respect to which a license has been granted);

(c) The License Agreement may provide for termination at will by the Association or the Licensee, and may provide that, upon any such termination, any License Fee paid by such Licensee, as well as a pro-rated portion of the User Fee, if applicable, shall be refunded to the Licensee, less any costs owed by such Licensee to the Association; and

(d) The License Agreement may provide for termination for cause by the Association, and may provide for forfeiture of the License Fee and any prepaid User Fee in the event of any such termination.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws attached as Exhibit "D" hereto. In addition, as long as Declarant owns any part of the Property, Declarant shall be a Member of the Association.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

(a) Class I. The Class I Association Members shall be all Association Members with the exception of Declarant. Class I Association Members shall be entitled to one (1) vote for each Lot owned by such Association Member. 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 Lot.

(b) Class II. The Class II Association Member shall be Declarant. The Class II Association Member shall be entitled to twenty (20) votes for each Lot owned by Declarant.

Section 3. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class II Association Membership shall cease and be converted to the Class I Association

Membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that the Class II membership cease and be converted to the Class I membership (which election may be made, if at all, upon Declarant giving written notice of its election to the Board); or (c) December 31, 2030. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class I Association Member.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots, provided the Association shall have no responsibility to distribute such documents. All such documents shall be available upon reasonable notice and during normal business hours, provided the Association shall have the right to charge the requesting party reasonable costs incurred by the Association in complying with such request, including, without limitation, copy charges. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 5. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

Section 6. Maintenance. Prior to their acceptance for public maintenance, the Roadways shall be maintained by the Association, provided that the Declarant, in its sole discretion, has the right to reimburse the Association for maintenance costs until the Roadways are accepted for maintenance by the North Carolina Department of Transportation or other governmental entity. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Roadways shall conform to the standard of maintenance (if one is ascertainable) which would be required by the North Carolina Department of Transportation or other governmental entity before it would accept such Roadways for maintenance.

The Common Areas and the Maintenance Areas, together with all utilities, easements and amenities located therein and not otherwise maintained by public entities or utilities or any other party as provided herein, shall be maintained by the Association as more particularly described below:

(a) Maintenance of the entryways to the Project shall include maintenance, repair and reconstruction, when necessary, of the entrance monuments, signage, irrigation, planters and lighting located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of the entrance monuments and signage located thereon.

(b) Maintenance of the Parking Area(s) (if any) shall include repair, maintenance and reconstruction, when necessary, of the pavement and payment of the costs of lighting.

(c) Maintenance of the Common Boatslips and the Common Pier(s) applicable thereto, and, if the Association exercises its rights under Article IV, Section 8, the Shared Private Boatslips and the Shared Private Pier(s) applicable thereto, shall include the maintenance, repair and reconstruction, when necessary, of such Common and Shared Private Piers and Common and Shared Private Boatslips, including all lighting, water lines and other fixtures, wire, railings, and other facilities located thereon,

and providing and paying for utility charges therefor. Maintenance of the Shared Private Boatslips, if the Association exercises its right under Article IV, Section 8, may include maintenance of those paths located upon the Shared Private Boatslip Lots in passable condition for pedestrian use. Owners of Shared Private Boatslip Lots upon which such paths or other facilities used to access the Shared Private Boatslips are located shall not block, impede access over, or place or construct any other natural or artificial barricade or impediment over all or any portion of such areas.

(d) To the extent not maintained by the North Carolina Department of Transportation or other governmental entity, as the case may be, the Association shall maintain or cause to be maintained the swales and medians and associated landscaping and related improvements along and within the Roadways.

(e) The Common Areas and Maintenance Areas, including, without limitation, the Amenity Area, shall be clean and free from debris and maintained in a safe and orderly condition, together with the landscaping thereon (if any), in accordance with the highest standards for first-class residential developments located in the Charlotte, North Carolina, metropolitan area, including any removal and replacement of any landscaping, utilities, or improvements located thereon.

(f) Maintenance of any improvement within the Amenity Area (including, without limitation, any fencing, parking area, amphitheater, family activity center, clubhouse, lodge, tennis courts, pool or other recreational amenity or facility located therein) shall include, but not be limited to, any and all interior and exterior maintenance (including, where necessary, repair and/or reconstruction), landscaping and payment of all utility charges related to any such improvement.

(g) Except for portions of Common Areas located within a Lot (e.g., the Trail System), the Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof, including, without limitation, any dock, pier or boatslip located within the Pier Zone (as defined in Article VII hereof) adjacent to any Waterfront Lot. The Owners of such Lots shall be solely responsible for same.

(h) Those portions of any Septic System located on the Common Areas or within the rights-of-way of the Roadways shall be maintained by the Owner of the Septic Lot served by such Septic System. (Routine cleaning and maintenance of the surface of Septic Easement Areas shall be performed by the Association.)

Section 7. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all or a portion of the Common Areas or Maintenance Areas (including without limitation the Common Boatslips) and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual Assessments, as hereinafter defined, and also may be collected and maintained out of any Transfer Fees payable to the Association. Assessments collected as reserves shall not be considered to be advance payments of Annual Assessments.

Section 8. Piers and Boatslips. Subject to and contingent upon the approval of Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant shall have the exclusive right to construct some or all of the Common Boatslips and the Common Piers (including all improvements located thereon), in its sole and absolute discretion, in the approximate locations shown on the Plat(s) or as otherwise shown in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration. Common Boatslips, and the Common Piers, are Common Areas available for common use and enjoyment by all Owners of Lots, subject to the terms of this Declaration.

Certain Common Boatslips designated by Declarant or the Association may be used by any Owner owning a boat for the docking of such boat on a temporary basis pursuant to rules and regulations promulgated by the Association, and for the docking of boats owned by the Association and made available for use by certain Owners pursuant to rules and regulations promulgated by the Association.

The Shared Private Boatslips and the Shared Private Piers shall be for the exclusive use and benefit of the Shared Private Boatslip Lot Owners.

(a) The rights to Shared Private Boatslips shall be exercised as follows:

(i) Each Shared Private Boatslip Lot Owner shall have the non-exclusive right, in common with the Owners of the other Shared Private Boatslip Lots sharing the same Shared Private Pier, to apply for and obtain from Duke Energy Corporation and/or the Federal Energy Regulatory Commission ("FERC") and from all other parties or governmental agencies having jurisdiction the necessary permits to construct such Shared Private Boatslip Lot Owner's Boatslip and Shared Private Pier. Any Shared Private Boatslip Lot Owner desiring to construct such a Shared Private Boatslip and Shared Private Pier must apply to and obtain from Declarant permission therefor, which permission is subject to and conditioned upon the submittal of the following items to Declarant, all of which must be in form and substance acceptable to Declarant:

a. Copies of all permits issued by Duke Energy Corporation and/or the Federal Energy Regulatory Commission ("FERC") and all other parties or governmental agencies having jurisdiction.

b. Plans and specifications for such Shared Private Boatslip and Shared Private Pier, which shall conform with standard plans and specifications promulgated by Declarant.

c. A copy of the construction contract between such Constructing Owner and such contractor as Declarant has designated (the "Approved Shared Private Boatslip Contractor") as the exclusive contractor to construct Shared Private Boatslips. Declarant may, in its sole and absolute discretion, from time to time, change the Approved Shared Private Boatslip Contractor. (Declarant makes no representation, express or implied, to any Shared Private Boatslip Lot Owner with regard to any Approved Shared Private Boatslip Contractor.)

Construction of a Shared Private Boatslip and Shared Private Pier may only be commenced after Declarant has received and approved the above items.

The first Shared Private Boatslip Lot Owner (the "Constructing Owner") to apply for and obtain permission to construct his or her Shared Private Boatslip in a Shared Private Pier shall construct such Shared Private Boatslip, all other Shared Private Boatslips in such Shared Private Pier, and all portions of the Shared Private Pier which are necessary for the construction and use of all Shared Private Boatslips in such Shared Private Pier (the "Required Shared Private Boatslip Construction"). Upon completion of the Required Shared Private Boatslip Construction, and provided that such Required Boatslip Construction is completed within five (5) years after the first conveyance of the Constructing Owner's Lot from Declarant to a third party, Declarant shall pay to the Approved Private Boatslip Contractor the costs of such Required Shared Private Boatslip Construction in an amount not to exceed that amount set forth in the purchase agreement (or other agreement executed in connection therewith) between Declarant and the initial Owner of the Lot owned by the Constructing Owner. After such five (5) year period, Declarant shall have no further obligation to pay any amounts to the Approved Private Boatslip

Contractor, the Constructing Owner, or any other party whatsoever, for the costs of constructing the Shared Private Pier or Shared Private Boatslips.

The Required Shared Private Boatslip Construction shall include only the construction of the Shared Private Pier, the Shared Private Boatslips located in such Shared Private Pier, and such other minimum improvements as are specified and approved by Declarant. Any improvement constructed by a Constructing Owner in excess of such minimum improvements shall be the sole responsibility of such Constructing Owner.

The rights to each Shared Private Boatslip shall be appurtenant to and may not be separated from the ownership of the applicable Shared Private Boatslip Lot and shall only be assigned as provided below. ALL SHARED PRIVATE BOATSLIP LOT OWNERS, BY PURCHASING PROPERTY SUBJECT TO THIS DECLARATION, ACKNOWLEDGE THAT THEY SHALL BE RESPONSIBLE FOR OBTAINING (AND FOR CONDUCTING ALL REQUIRED ACTIVITIES NECESSARY IN CONNECTION WITH OBTAINING) ANY PERMIT, LICENSE OR LEASE ALLOWING FOR THE CONSTRUCTION AND USE OF ANY PIER, DOCK, BOATSLIP STRUCTURE OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE; THAT SUCH PERMIT, LICENSE OR LEASE SHALL BE LIMITED IN DURATION; THAT THEY SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION OF ANY SUCH PIER, DOCK, BOATSLIP STRUCTURE, OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE; AND THAT NEITHER DECLARANT, NOR THE ASSOCIATION, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES OF EITHER OF THEM, SHALL HAVE ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO ANY SUCH PERMIT, LICENSE, LEASE, OR CONSTRUCTION.

(ii) The interest in the Shared Private Boatslip shall not be separated from the ownership of the Shared Private Boatslip Lot to which it is appurtenant, but, rather, shall run with the title to such Shared Private Boatslip Lot. A conveyance by a Shared Private Boatslip Lot Owner of its ownership interest in a Shared Private Boatslip Lot shall automatically assign to the transferee of such ownership interest all rights and duties of said Shared Private Boatslip Lot Owner with respect to such Shared Private Boatslip. Such rights shall include the right of a Constructing Owner to have Declarant pay the Approved Private Boatslip Contractor the costs of Required Shared Boatslip Construction as provided in Article IV, Section 8 (a) (i) above.

Any deed of trust, mortgage or other encumbrance (collectively, "Encumbrance") of a Shared Private Boatslip Lot shall also encumber each Shared Private Boatslip Lot Owner's appurtenant interest in any Shared Private Boatslip, even if not expressly included therein. Provided, however, no mortgagee, trustee or other person claiming by, through or under any instrument creating any Encumbrance shall by virtue thereof acquire any greater rights in such Shared Private Boatslip than the Shared Private Boatslip Lot Owner may have at the time of the Encumbrance.

(b) All Shared Private Boatslip Lot Owners having an interest in a Shared Private Boatslip within a particular Shared Private Pier shall have the duty and responsibility, at such Shared Private Boatslip Lot Owners' sole cost and expense, to operate, use and maintain (or cause to be maintained, as the case may be) such Shared Private Pier and all Shared Private Boatslips and other improvements located therein in a well-maintained, safe, clean and attractive condition at all times, all in accordance with the rules and regulations promulgated by the Board of Directors pursuant to subparagraphs 8(c) and 8(d) below (all such costs and expenses, including, without limitation, insurance premiums, taxes and maintenance and repair costs and reasonable reserves for repair and replacement, being referred to herein as the "Boatslip Maintenance and Operation Costs"). In this regard, each Shared Private Boatslip Lot Owner shall be responsible for the timely payment in each case of the proportion of such Boatslip

Maintenance and Operation Costs as the number of Shared Private Boatslips in which such Shared Private Boatslip Lot Owner has an interest within such Shared Private Pier bears to the total number of Shared Private Boatslips within such Shared Private Pier. Although certain costs, such as repair and maintenance costs, shall be paid by the Shared Private Boatslip Lot Owners to the entity or individual performing such work, other costs such as taxes and insurance premiums may be paid by the Association on behalf of such Shared Private Boatslip Lot Owners, in which event the Shared Private Boatslip Lot Owners shall reimburse the Association for such costs pursuant to the rules and regulations described in subparagraphs 8(d) and 8(e) below.

If any Shared Private Boatslip Lot Owner(s) fail in any of the duties or responsibilities of such Shared Private Boatslip Lot Owner(s) as set forth in this subparagraph, then the Board of Directors and Declarant, either jointly or severally, may give such Shared Private Boatslip Lot Owner(s) written notice of such failure and such Shared Private Boatslip Lot Owner(s), within ten (10) days after receiving such notice (which notice shall be deemed to have been received on the first business day after such notice is deposited in an official depository of the United States mail, addressed to the party(ies) to whom it is intended to be delivered, and sent by certified mail, return receipt requested), must cure any failure to perform the duties and responsibilities of such Shared Private Boatslip Lot Owner(s) as described in this subparagraph. Should any such Shared Private Boatslip Lot Owner(s) fail to fulfill this duty and responsibility within such ten (10) day period, then the Association, acting through its authorized agent or agents, or Declarant (so long as it owns any portion of the Property), acting through its authorized agent or agents, either jointly or severally, shall have the right and power to enter onto the applicable Shared Private Pier and perform such duties and/or responsibilities without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Shared Private Boatslip Lot Owner(s) for whom such duties and/or responsibilities are performed shall be liable for the cost of such performance, together with interest on the amounts expended by the Association or Declarant in connection with same computed at the highest lawful rate as shall be permitted by law from the date(s) such amounts are expended until repayment to the Association or Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Shared Private Boatslip Lot Owner(s) with the duties and responsibilities hereunder, and such Shared Private Boatslip Lot Owner(s) shall reimburse the Association or Declarant, as the case may be, on demand for such costs and expenses (including interest as above provided). If such Shared Private Boatslip Lot Owner(s) shall fail to reimburse the Association or Declarant, as the case may be, within thirty (30) days after the mailing to such Shared Private Boatslip Lot Owner(s) of statement(s) for such costs and expenses, then, without limitation of any other rights of the Association or Declarant, the Association may impose a Special Individual Assessment against such Shared Private Boatslip Lot Owner(s).

(c) The use of all Common Piers, Shared Private Piers, Waterfront Lot Piers, Common Boatslips, Shared Private Boatslips, and Waterfront Lot Boatslips shall be subject to each of the following:

(i) all laws, statutes, ordinances and regulations of the Federal Energy Regulatory Commission ("FERC") and all federal, state and local governmental bodies having jurisdiction thereon;

(ii) the conditions and terms of any permit issued by, and the rules and regulations for use established by, Duke Energy Corporation, its successors and assigns; and

(iii) any rules and regulations adopted by the Board of Directors.

(d) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit "D", may adopt rules and regulations governing the use, operation and maintenance of the Common Boatslips, the Piers in which they are located, and the personal conduct thereon of the Members as to the Common

Boatslips. Members owning Shared Private Boatslip Lots may adopt rules and regulations with respect to the Shared Private Boatslips and Shared Private Piers.

(e) Piers containing the Shared Private Boatslips may be used only by Owners of Shared Private Boatslip Lots, their families, guests and invitees, and each Shared Private Boatslip may only be used by the Owner(s) of the Shared Private Boatslip Lot to which such Shared Private Boatslip is appurtenant, their families, guests, tenants and invitees.

Section 9. Storage Areas. The Association may lease space within any Storage Area established by Declarant (Declarant having no obligation to establish any Storage Area, but the right to do so in its discretion) to the Owners of Lots on a first come, first served basis, pursuant to a lease form provided by Declarant (the "Storage Lease") and certain rules and regulations for use promulgated by Declarant and/or the Association from time to time. Each Storage Lease shall not be appurtenant to, and shall not run with title to, the Lot owned by the Owner who has entered into the Storage Lease, but, rather, shall be a personal right which shall exist only as long as the Storage Lease is in effect and the Owner who entered into the Storage Lease owns a Lot. Each Owner who enters into a Storage Lease shall have the right to store within the space in the Storage Area allocated to such Owner in the Storage Lease only boats, personal watercraft, cars, motorcycles, recreational vehicles, and other personal property approved in advance by the Association pursuant to such Storage Lease. Neither Declarant, the Association, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for damage to any property left by any Owner within any Storage Area.

Section 10. Parking Area. Declarant may construct, and the Association shall maintain, repair and, if destroyed, replace, as a common expense of the Association, paved Parking Areas located on the Amenity Area and other Common Areas. The Parking Areas shall be constructed and maintained in order to provide parking for the Owners, and may be used by Declarant and its assigns and the Owners, their families, guests and invitees, in connection with their use of the Amenity Area.

Section 11. Liability Limitations. Neither Declarant, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, Special, and Special Individual, and Special Septic System Assessments, and for Transfer Fee. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance document, is deemed to covenant and agrees to pay to the Association Annual Assessments, Supplemental Annual Assessments, Special Assessments and Special Individual Assessments, and Special Septic System Assessments (collectively, the "Assessments"), as hereinafter defined, established and collected as hereinafter provided, and to pay to the Association and/or Declarant the Transfer Fee established pursuant to Article V-A below. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner, at the time when the assessment fell due, of the Lot against which such assessment or charge is made. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Lot against which such assessments or charges are made.

Section 2. Purpose of Annual Assessments. The assessments to be levied annually by the Association ("Annual Assessments") shall be used as follows:

(a) to repair, operate, maintain, reconstruct (when necessary) and keep clean and free from debris the Common Areas (including without limitation the Amenity Area [including the lodge facility and all other improvements located thereon] and any Storage Area) and the Maintenance Areas and any improvements located thereon (including the Common Boatlips, but excluding the Shared Private Boatlips and the Shared Private Piers, which are not Common Areas or Maintenance Areas, and which shall be operated, used and maintained by the Shared Private Boatlip Lot Owners as provided in Article IV of this Declaration), and to maintain the landscaping in accordance with the highest standards for first-class residential developments located in the Charlotte, North Carolina, metropolitan area, including any necessary removal or replacement of landscaping;

(b) to maintain and repair the Roadways to the standards of the maintenance (if one is ascertainable) which would be required by the North Carolina Department of Transportation or other governmental entity before it would accept such Roadways for maintenance;

(c) to maintain, operate, repair and reconstruct, when necessary, the entryways to the Project, including the entrance monuments, signage, irrigation, planters, landscaping and lighting located thereon;

(d) to maintain and repair the swales and medians and associated Street Lights, landscaping and related improvements along and within the Roadways to the extent not maintained by the North Carolina Department of Transportation or other governmental entity, as the case may;

(e) to pay all costs associated with the lease and operation of any Street Lights, including, but not limited to, monthly lease payments and utility costs;

(f) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association (excluding taxes attributable to the Shared Private Boatlips and the Shared

Private Piers which shall be paid by the Shared Private Boatslip Lot Owners as part of the Boatslip Maintenance and Operation Costs in accordance with Article IV of this Declaration);

(g) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws, except for such insurance carried specifically in connection with the Shared Private Boatslips, the Shared Private Piers, and all improvements thereon, which shall be paid by the Shared Private Boatslip Lot Owners as part of the Boatslip Maintenance and Operation Costs in accordance with Article IV of this Declaration;

(h) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws, except for such fees incurred specifically in connection with the Shared Private Boatslips, the Shared Private Piers, and all improvements thereon, which shall be paid by the Shared Private Boatslip Lot Owners as part of the Boatslip Maintenance and Operation Costs in accordance with Article IV of this Declaration;

(i) to pay for all costs associated with the performance of the Septic System inspections more particularly described in Article VII, Section 22 hereof;

(j) to carry out all other purposes and duties of the Association, the Board of Directors and the Architectural Control Committee as stated in the Articles, the Bylaws and in this Declaration;

(k) to maintain contingency reserves for the purposes set forth in Article IV hereof in amounts as determined by the Board of Directors;

(l) to clean, maintain, repair and reconstruct, when necessary, the Common Boatslips and the Common Piers, including all lighting and other fixtures, wires, railings and other facilities located thereon (if any);

(m) to provide and pay for lighting of and water service (if any) to the Common Boatslips and the Common Piers to the extent necessary for the safety and enjoyment of the users thereof;

(n) to pay the salary of and all other costs associated with the employment of any activities director, summer camp coordinator(s), social director, community coordinator, and any other persons who may be employed by the Association; and

(o) to pay all costs incurred with respect to any resource manager or other consultant engaged to assist with the preservation of flora and fauna within the Property.

The expenses of the Association for the foregoing are sometimes referred to herein as "common expenses."

Section 3. Payment of Annual Assessments; Due Dates. Each Owner of a Lot shall pay to the Association Annual Assessments as hereinafter set forth.

Annual Assessments provided for herein shall commence as to all Lots shown on a Plat of any Phase of the Property as of the date of the conveyance of the first Lot in such Phase by Declarant to an Owner (other than Declarant) of such Lot. The Annual Assessment for the first year in which a Lot is subject thereto shall be prorated based upon the number of days remaining in the applicable billing period from the date of such conveyance. The Annual Assessment amount for the calendar year beginning January 1, 2005, shall be One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00) per Lot. The Annual Assessment amount shall increase to Three Thousand and No/100ths Dollars (\$3,000.00) per Lot

at such time as the lodge in the Amenity Area has been completed and is open for use. The Annual Assessment amount for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with the terms of this Article V. Annual Assessments shall be due and payable in advance in equal installments on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the payment due, to each Owner on or before January 5 of such calendar year. To the extent required by North Carolina General Statutes 47F-3-103(c) or other applicable law, such notice shall include notice of a meeting of the Members to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. If such a meeting is required by N.C. General Statutes 47F-3-103(c), or other applicable law, the Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. If such meeting is required as set forth above, there shall be no requirement that a quorum be present at the meeting. If the proposed budget to be voted on at any such meeting is within the maximum increase limits set forth in Section 4(a) below, the budget is ratified unless at such meeting Members exercising all of the votes in the Association reject the budget. Additionally, any proposed budget for any calendar year prior to 2007 is ratified unless at such meeting Members exercising all of the votes in the Association reject the budget. For calendar year 2007 and subsequent years, if the proposed budget to be voted on at any such meeting exceeds the maximum increase limits set forth in Section 4(a), the budget is ratified unless at such meeting Members exercising a majority vote in the Association reject the budget.

The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments. Notwithstanding the foregoing, for calendar years beginning prior to the Turnover Date, in lieu of payment of all or a portion of Annual Assessments against Lots owned by Declarant pursuant to Section 8 of this Article IV, Declarant may pay for each such calendar year that portion of the annual expenses of the Association (excluding any reserves) which exceeds the total amount of the Annual Assessments paid by the Owners other than Declarant, and the total amount of Annual Assessments (if any) paid by Declarant.

Section 4. Maximum Annual Assessment.

(a) For calendar year 2007 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members (unless required under N.C. General Statute 47F-3-103(c) or other applicable law, in which case the procedures set forth in Section 3 above shall apply), may increase the Annual Assessment applicable to each Lot by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the CPI (published by the United States Government indicating changes in the cost of living) shall be used. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members, unless required under N.C. General Statutes 47F 3-103 (c) or other applicable law, in which case the procedures set forth in Section 3 above shall apply.

(b) For calendar year 2007 and thereafter, the maximum annual assessment applicable to each Lot may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration, plus the written consent of Declarant (so long as Declarant owns any part of the Property), subject to the procedures set forth in Section 3 above if applicable.

(c) The Board of Directors may fix the Annual Assessment applicable to each Lot at an amount not in excess of the maximum set forth in Subparagraph (a) of this Section 4 (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Annual Assessment ("Supplemental Annual Assessment"), subject to the procedures set forth in Section 3 above, if applicable. In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth herein.

(d) With respect to any Lot conveyed by Declarant, the purchaser of such Lot shall pay to the Association at closing the amount of the Annual Assessment for the installment period in which the closing occurs on such Lot, prorated based upon the number of days remaining in such installment period. With respect to any Lot conveyed by any Owner other than Declarant, the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

(e) Declarant shall have the authority to reduce the Annual Assessment (i) on any Lot on which no structure has been completed (i.e., no Certificate of Occupancy has been issued), or (ii) on any Lot owned by a Guild Builder (as defined below) until such time as the Guild Builder sells or otherwise transfers ownership of its Lot.

Section 5. Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area and/or Maintenance Area improvements which are not originally constructed by Declarant or (ii) the reconstruction, repair or replacement of the Common Areas and/or Maintenance Areas, including any improvements located thereon, and including, without limitation, the Amenity Area. Provided, however, (a) Declarant shall not be obligated to pay any Special Assessments on Lots owned by Declarant except with Declarant's prior written approval, and (b) any Special Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 6. Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas and/or Maintenance Areas, including, without limitation, the Amenity Area and any improvements located thereon, whether occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any

Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Collection Agent. At the option of the Board of Directors, any person or entity designated by the Board of Directors may act as collection agent for any and all assessments imposed by the Association and/or the Board against the Owners.

Section 8. Assessments Against Lots Owned by Declarant.

Anything to the contrary set forth in this Declaration notwithstanding, Assessments on all Lots owned by Declarant shall be in an amount equal to ten percent (10%) of Assessments on all other Lots. Furthermore, Declarant shall be entitled to credit against any Assessments on Lots owned by Declarant any and all amounts which Declarant has paid directly for common expenses, or has paid, subsidized or contributed to the Association for the Association's payment of common expenses.

ARTICLE V-A

TRANSFER FEE

Section 1. Authority. The Board shall have the authority to establish and collect a transfer fee (the "Transfer Fee") from the transferring Owner upon each transfer of title to a Lot in the Property, which fee shall be payable at the closing of the transfer and shall be secured by the Association's lien for assessments under Article V, Section 1.

Section 2. Fee Limit. Except as otherwise provided in Section 5 of this Article V-A below, the Board shall have the sole discretion to determine the amount of the Transfer Fee, which shall be determined as a percentage of the "Gross Selling Price" of the Lot and all Improvements thereon; provided, however, any such fee shall not exceed seventy-five hundredths of a percent (0.75%) of the Gross Selling Price of the Lot (including the Dwelling Units and all other Improvements thereon), or of the assessed tax value of the Lot and Improvements, whichever is greater. For the purpose of determining the amount of the Transfer Fee, the Gross Selling Price shall be the total cost to the purchaser of the Lot (including the Dwelling Unit and all other Improvements thereon).

Section 3. Purpose. Except as otherwise provided in Section 5 of this Article V-A below, all Transfer Fees which the Association collects may be deposited with and used for any one or more of the same purposes for which assessments are used, as the Board deems beneficial to the general good and welfare of the Project.

Section 4. Exempt Transfers. Notwithstanding the above, no Transfer Fee shall be levied upon transfer of title to a Lot or Dwelling Unit:

- (a) by or to Declarant;
- (b) to a Guild Builder who is holding title solely for purposes of development and resale;
- (c) by a Guild Builder to the first Owner to occupy a Dwelling Unit upon or within a Lot;

(d) by a co-owner of a Lot or Dwelling Unit to any Person who was also a co-owner of such Lot or Dwelling Unit immediately prior to such transfer;

(e) to the Owner's estate, surviving spouse or child upon the death of the Owner;

(f) to an entity wholly owned by the grantor; provided, however, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or

(g) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

Section 5. Mandatory Collection and Remittance to Declarant. Anything to the contrary notwithstanding in this Declaration, beginning on the date this Declaration is recorded in the Mecklenburg County Register of Deeds, Association shall collect, and each transferring Owner shall pay, with respect to each transfer of a Lot other than exempt transfers set forth in Section 4 above, a Transfer Fee in the amount of three-quarters of one percent of the Gross Selling Price of each Lot (including the Dwelling Units and all other Improvements thereon) or of the assessed tax value of the Lot (including the Dwelling Units and all other Improvements thereon), whichever is greater. Such Transfer Fee shall be paid to the Association until the Association has collected a total of Five Hundred Thousand Dollars (\$500,000.00) in Transfer Fees. Thereafter, for a period of ten (10) years or until Declarant has been paid the total sum of Two Million Dollars (\$2,000,000.00) from its share of the Transfer Fee provided below, whichever is earlier, the Transfer Fee shall be remitted one-half (1/2) to the Declarant and one-half (1/2) to the Association. At the end of such ten (10) year period of after Declarant has been paid the total sum of Two Million Dollars (\$2,000,000.00) from its share of the Transfer Fee, whichever is earlier, the Board may decide in its discretion whether to collect the Transfer Fee and may reduce the percentage by which the Transfer Fee is calculated.

Declarant shall have all lien rights available to the Association with respect to and to the extent of its share of the Transfer Fee as provided above, and Association hereby assigns Declarant such lien to such extent.

Section 6. Transfer Fee Calculation on Exchanges or Other Non-Cash Transactions. If a transfer of a Lot subject to a Transfer Fee is a like-kind exchange or other non-cash transaction, then the Gross Selling Price shall be the greater of the value of the exchanged real estate or other non-cash consideration as agreed upon by the parties to the transaction, or the assessed tax value of the Lot and the Dwelling Units and all other Improvements located thereon.

ARTICLE VI

GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments and/or Transfer Fees on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments or Transfer Fees on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Nonpayment of Assessments or Transfer Fee; Remedies of the Association. Any assessment (or installment thereof) or Transfer Fee not paid by its due date as set forth herein shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then

permitted by law, 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 to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner (or foreclose the lien against the applicable portion of the Property), and interest, late payment charges, court or collection costs, and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment or Transfer Fee and the lien securing such assessment or Transfer Fee. Additionally, the Association may accelerate all quarterly installments of the Annual Assessment for the calendar year in which the default occurs. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his or her property or the Common Areas or otherwise. Declarant shall have the same right and remedies as Association with respect to collection of any Transfer Fee payable to Declarant.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Article V and in Article VII of this Declaration and for the Transfer Fee shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to Crescent Resources, LLC or any affiliated entity. Sale or transfer of any Lot shall not affect the assessment or Transfer Fee lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure under any first Mortgage on a Lot or any mortgage or deed of trust to Crescent Resources, LLC or any affiliated entity, or any proceeding in lieu thereof, however, shall extinguish the lien (but not the personal obligation of the mortgagor or any prior Owner) of such assessments or Transfer Fees as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments (but not unpaid Transfer Fees) to be an Annual, Special or Special Individual Assessment or a Special Septic System Assessment (as the case may be), as applicable, collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the Annual Assessment to be in excess of the Maximum Annual Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to Crescent Resources, LLC or any affiliated entity as above provided.

Section 4. Uniformity of Assessments. Except as otherwise specifically set forth herein, all Annual Assessments and Special Assessments shall be uniform as to all Lots. The following provisions of this Declaration provide for certain Lots to be assessed at other than a uniform rate with other Lots:

(a) Article II, Section 2(b), which allows for Declarant to establish by Supplemental Declaration a reduced assessment for certain Lots in portions of Additional Property subjected to this Declaration, based on limits on the rights of Owners of such Lots to use facilities located upon or adjacent to the Common Areas.

(b) Article V, Section 4(e) granting Declarant the authority to reduce the Annual Assessment on any Lot upon which no structure has been completed or on any Lot owned by a Guild Builder until transfer thereof.

(c) Article IV, Section 8, providing for reduced assessments against Lots owned by Declarant.

(d) Article VII, Section 21, providing that the cost of inspections of Septic Systems shall be assessed only against the Lots upon which the Septic Systems are located.

ARTICLE VII

RESTRICTIONS

Section 1. Residential Restrictions. Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, Declarant shall have the right to use the Lots designated from time to time by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Project. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Board. Provided, however, the Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of this Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Project. The Board may issue rules regarding permitted business activities. Leasing of a Dwelling Unit on a Lot and occupancy of a Dwelling Unit by a caretaker or other domestic employee shall not be considered businesses or business activities under this Declaration.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one primary attached or detached single-family Dwelling Unit, and such other Secondary Dwelling Units and Accessory Structures as are approved in advance in writing by the Architectural Control Committee pursuant to the Guidelines. Each Lot Owner shall notify the Architectural Control Committee prior to the commencement of construction upon their respective Lots as to which structure on their Lot shall be the primary Dwelling Unit subject to the minimum heated floor area requirements in Section 2 of this Article VII. No Lot and no Improvements may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or Improvements. Copies of all lease agreements must be delivered to the Association promptly after the execution thereof. Nothing herein contained shall be construed to prohibit or prevent the construction, operation and use of any cottage, villa, lodge or other similar dwelling within the Amenity Area intended to be used for overnight stay by guests of an Owner entitled to use the same.

Subject to the requirements set forth herein and in the Guidelines, fixed piers and floating boat dock facilities incidental to the residential use of Waterfront Lots are expressly permitted only within the Pier Zone (as defined below) of Waterfront Lots upon the condition that they are not rented, leased or otherwise used for remuneration. Furthermore, no boat (including a houseboat), whether existing on a Lot, docked at a Shared Private Pier or Waterfront Lot Pier, docked at the Common Pier, or docked at any other any other fixed pier or floating boat dock, may at any time be used as a residence.

Section 2. Primary Dwelling Unit Size. The square footage requirements set forth below are for enclosed heated floor area, are measured from the ground level up (said ground level being the first level of any primary Dwelling Unit as viewed from the Roadway fronting same) and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios.

Any primary Dwelling Unit erected upon any Lot shall contain not less than the following heated floor areas:

	<u>Minimum Total Heated Area</u>	<u>Minimum Ground Floor Heated Area</u>
1 Story	1,500	1,500
1½ story, split level, tri-level and others	1,800	1,000
2 story, 2½ story	2,500	1,500
3 story +	3,500	1,500

Notwithstanding the foregoing requirements, the Architectural Control Committee shall have the right (but not the obligation), because of restrictive topography, lot shape, dimensions or unusual site related conditions or other reasons, to allow variances from such minimum square footage requirements by granting a specific written variance.

Section 3. HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any Dwelling Unit or Accessory Dwelling Unit on a Lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from Roadways by landscape improvements, as more particularly provided in the Guidelines.

Section 4. Exterior Lighting. Exterior lighting on Lots shall be subject to the applicable requirements and limitations in the Guidelines and shall be subject to the approval of the Association.

Section 5. Fences and Walls. In addition to the restrictions contained elsewhere in this Declaration, only fences or walls (including, without limitation, densely planted hedges, rows or similar landscape barriers) approved in advance by Declarant and/or the Architectural Control Committee, in their sole and absolute discretion, shall be used, installed and/or constructed along or near the front, side and/or rear boundary lines of each Lot within the Project. All fences and walls shall be maintained in a structurally sound and attractive manner. No fence or wall shall be erected on any Lot until the Architectural Control Committee has given its prior written approval of the color, size, design, materials and location for such fence or wall. The Architectural Control Committee may, in its sole and absolute discretion, refuse to allow any fences or walls on a Lot, even if fences or walls are allowed on other Lots.

Section 6. Mail and Newspaper Boxes; House Numbers. Each Lot Owner, at such Lot Owner's expense, shall purchase a mailbox/newspaper box of the standard type and from the vendor specified by Declarant, and shall install and maintain, at such Lot Owner's expense, such standard mailbox/newspaper box for such Owner's use on such Owner's Lot. No other mailbox or newspaper box shall be erected or maintained on any Lot. The location of the mailbox/newspaper box on a Lot must be approved in writing by the Architectural Control Committee. House numbers may be displayed on the Dwelling Unit and/or mailbox only as approved by the Architectural Control Committee. Declarant shall not be responsible for the installation or maintenance of any mailbox or newspaper box

Section 7. Animals. No animals, livestock or poultry, including horses, shall be raised, bred or kept on any portion of the Property, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided they do not create a nuisance (in the judgment of the Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. Any excrement deposited by an animal on any portion of the Property shall be promptly removed and appropriately

disposed of by the owner of such animal. The number of household pets kept or maintained outside the Dwelling Unit on a Lot shall not exceed three (3) in number, except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs shall at all times whenever they are outside of a Dwelling Unit be on a leash or otherwise confined in a manner acceptable to the Board. Animal control authorities shall be permitted to enter the Project and the Property to patrol and remove pets and wild animals. All pets shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot unless the same has been approved in writing by the Architectural Control Committee.

Section 8. Signs. No sign of any kind shall be displayed on any Lot except for sign(s) approved in advance by the Architectural Control Committee. Notwithstanding the foregoing, Declarant shall be entitled to erect and maintain signs and billboards advertising the Property, the Project or portions of either, or for any other purpose, on any portion of the Property owned by Declarant or in the Common Areas or Maintenance Areas.

Section 9. Temporary Structures: Structure Materials. No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence unless approved by the Architectural Control Committee. Provided, however, nothing herein shall prohibit Declarant or a Guild Builder (subject to the prior written approval of Declarant) from erecting or moving temporary buildings onto Lots owned by Declarant or such Guild Builder to be used for storage, or for construction or sales offices.

Section 10. [Intentionally Omitted].

Section 11. Utilities. All utilities and utility connections shall be located underground, including electrical, telephone and cable television lines. Transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the buildings constructed on Lots or, if approved by the Architectural Control Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Control Committee in accordance with the provisions of this Declaration.

Section 12. Sediment Control. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant or the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 13. "Building Envelope". Unless approved in advance by the Architectural Control Committee, no construction activities, building or other Improvement on any Lot (including any stoops or porches, patios, decks, terraces, etc.) shall be erected or permitted to remain outside of the "Building Envelope" for that particular Lot as established by the Architectural Control Committee (as to each Lot, the "Building Envelope"). All accessory structures inside and outside of the Building Envelope are subject to prior written approval by the ACC. The Building Envelope approved for any Lot will be available from the Architectural Control Committee on a site illustration diagram. Provided, however, and notwithstanding the foregoing to the contrary, docks, piers and boatslips appurtenant to a Waterfront Lot are exempt from this Building Envelope restriction, provided they are approved by the Architectural Control Committee in accordance with the applicable provisions of the Guidelines. The Architectural Control Committee shall have the right in its sole discretion to make exceptions to any Building Envelope

to recognize any special topography, vegetation, Lot shape or dimension, or other site-related conditions. In the event any zoning or subdivision ordinance, floodway regulation or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of such requirements shall conform thereto.

Section 14. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of Improvements on a Lot, all rubbish and debris shall be stored and disposed of in accordance with the rules and established by the Architectural Control Committee.

Section 15. Combination or Subdivision of Lots. Should the Owner of a Lot own an adjacent Lot(s) and desire that two (2) or more such Lots be considered as one Lot, then such Lots shall (except as provided herein) be considered as one Lot for the purposes of this Article VII upon the recordation in the Office of the Register of Deeds of Mecklenburg County, North Carolina, of an instrument by such Owner expressing such intent (such instrument to refer specifically to this section in this Declaration and to identify the Lots to be considered as one Lot for purposes of this Article VII, and a copy of such recorded instrument shall be promptly delivered by such Owner to the Architectural Control Committee); and in each such case, Building Envelopes, setback lines, and easements reserved in this Declaration shall be adjusted accordingly by the Architectural Control Committee. The Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. With respect to combined Lots, Declarant reserves the right to designate said combined Lots as one (1) Lot or multiple Lots, in Declarant's sole and absolute discretion, for purposes of payment of assessments. No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant. Provided, however, Declarant reserves the right to change the size, boundaries or dimensions of any Lot owned by Declarant for any reason.

Section 16. Restricted Activities in Common Areas and Maintenance Areas. No cutting of vegetation, dumping, digging, filling, destruction or other waste shall be committed on the Common Areas or the Maintenance Areas except as approved by the Association and Declarant. There shall be no obstruction of the Common Areas or the Maintenance Areas, nor shall anything be kept or stored in the Common Areas or the Maintenance Areas, nor shall anything be altered, or constructed or planted in, or removed from, the Common Areas or the Maintenance Areas, without the prior written consent of the Declarant and the Association. Each Owner shall be liable to the Association and/or Declarant for any damage to any Common Area and/or the Maintenance Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees. Provided, however, the provisions in this paragraph shall not apply to Declarant in connection with Declarant's construction activities on the Property.

Section 17. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot, other than in enclosed garages.

Section 18. Rules of the Board. All Owners of any Lot shall abide by all rules and regulations adopted by the Board from time to time. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or Declarant for all damages and costs, including attorneys' fees.

Section 19. "Recreational and Other Equipment".

(a) No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any Dwelling Unit or otherwise placed or kept on any Lot, except in accordance with the requirements as set forth in the Guidelines and with the prior written approval of the Architectural Control Committee.

(b) No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition to adjoining Owners.

(c) No such recreational equipment shall be located within two hundred feet (200') of the Lake and within one hundred feet (100') of any area designated as "Open Space", "Common Open Space" or "COS" (or similar designation) on a Plat.

(d) Children's play toys and other moveable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain repeatedly overnight within any front yard of any Lot, or within the side yards of any Lot located on a Roadway corner, in such number or for such a long period of time as to create a continuing, unsightly condition.

Section 20. Parking: Storage.

(a) No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any Roadway within the Property.

(b) Commercial-use vehicles and trucks not involved with construction activity on the Property and having a carrying capacity and/or size designation greater than or equal to three-fourths (3/4th) ton shall not be permitted to park overnight on the Roadways, driveways or otherwise within the Property, unless stored in an enclosed garage or in a Storage Area pursuant to a Storage Lease. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. No vehicles that are not in a condition to be normally operated or that do not have a current registration tag may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

(c) The Owner of each Lot will be responsible for providing on such Owner's Lot a sufficient paved parking area for all vehicles normally parked and/or situated on or in regard to such Lot.

(d) No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in a Storage Area, in an enclosed garage, in an enclosure specifically approved for such maintenance or storage by the Architectural Control Committee, or in a location on a Lot that is not visible from the Lake, any Roadway or any other Lot, which location has not been approved in advance by the Architectural Control Committee.

(e) No construction office trailers may be placed, erected or allowed to remain on any Lots during construction, except as approved in writing by the Architectural Control Committee. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or Roadway) only in accordance with such rules as may be established by the Architectural Control Committee.

Section 21. Sewage Disposal: Septic Easements. Every Lot shall be served by a Septic System approved: (a) by Declarant prior to the Turnover Date; and (b) by the ACC after the Turnover Date. As of the date of recordation of this Declaration, municipal sewer service is not available to the Property, and Declarant makes no representations regarding the future availability of municipal sewer service. All Septic Systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of, the Architectural Control Committee (including all requirements set forth in the Guidelines), the Project's On-Site Waste Water Disposal Booklet (the "Booklet"), and all governmental authorities and regulatory agencies having jurisdiction. All Owners, by purchasing property subject to this Declaration, acknowledge that any governmental permit or approval allowing for the construction and operation of a Septic System or other private sewage disposal system may be limited in duration in accordance with the terms thereof, and neither Declarant, nor the Association, nor the Architectural Control Committee, nor the officers, directors, members, employees, agents or affiliates of any of them, shall have any liability arising directly or indirectly out of the inability of an Owner to obtain any such permit or approval (including an extension or continuation following the initial expiration thereof).

Non-exclusive easements for the purposes of providing septic service and for use as septic drainage fields (the "Septic Easements") are hereby reserved by Declarant and granted, over, across and under the Septic Easement Areas to and for the benefit of the Association and the Septic Lot Owners, as more specifically provided herein, to provide off-site drainage fields for the Septic Systems serving the Septic Lots. Each of the Septic Easements shall be an appurtenance to and run with the title to the Septic Lot it services and for which it is reserved. The Septic Easement Area appurtenant to a Septic Lot is the area designated by that Lot number followed by an "A" on the Plats (e.g., SFE 78A is appurtenant to Lot 78). Any deed, deed of trust, mortgage, transfer or other conveyance of any of said Lots shall also transfer or convey the Septic Easement appurtenant to such Septic Lot, even if not expressly included therein. Each Septic Easement grants to the Septic Lot Owner the right to construct, install, excavate, dig, build, remove and reinstall off-site drainage fields as a part of the Septic System serving such Septic Lot, and related lines, equipment and apparatus in and upon the Septic Easement Area over which such Septic Easement is reserved, and to clear (and continue to clear as necessary) all trees, brush and other plants and to remove all rocks if necessary for the proper construction, installation and maintenance of said septic system and related lines, equipment and apparatus. Following the initial installation of drainage fields and related lines, equipment and apparatus within a Septic Easement Area, the Septic Lot Owner performing such installation shall restore the Septic Easement Area to such condition as is required by the ACC.

Each Lot Owner shall maintain and repair, in accordance with all rules and regulations and requirements of the Architectural Control Committee (including, without limitation, all requirements set forth in the Guidelines), all portions of any Septic System or other sewage disposal system serving such Lot, including all portions of any Septic System located within a Septic Easement Area, and all lines from the Septic Lot to the Septic Easement Area, in a good operating condition in compliance with any requirements imposed by the Declarant, the Association, or any governmental authority. If, in performing such maintenance and repairs, a Septic Lot Owner damages or disturbs a Septic Easement Area, such Septic Lot Owner shall restore the Septic Easement Area to substantially the same condition as existed prior to such damage or disturbance, at such Septic Lot Owner's sole cost and expense. (Routine maintenance of the surface of the Septic Easement Areas shall be performed by the Association at the Association's sole cost and expense.) If any Septic System or other sewage disposal system located on a Lot or Septic Easement Area is not maintained by the applicable Lot Owner as set forth herein, the Declarant or the Association, in its sole discretion, may enter such Lot to perform such maintenance and may levy a special Septic System assessment ("Special Septic System Assessment") upon the Lot Owner for the purpose of maintaining, repairing or replacing the Septic System or other sewage disposal system

servicing such Lot. In addition to the foregoing, the Association (or its designee) shall have the right to enter any Lot from time to time for purposes of inspecting and/or maintaining any Septic System or other sewage disposal system and may levy a Special Septic System Assessment to pay for any costs incurred in connection with such inspection and/or maintenance, as more particularly described in Section 22 of this Article VII. In this regard, each Owner of a Lot (other than Declarant) 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 to the Association (in addition to other assessments provided for herein) Special Septic System Assessments as levied in the discretion of the Association. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot effective at the time when the assessment fell due.

Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association, a non-exclusive easement burdening each Lot to which a Septic Easement is appurtenant for the purpose of connecting any residence(s) upon such Lot(s) to any public or private sewer line providing service accessible to such Lot, including access across such Lot and the right to install any pipes and apparatus as may be necessary to connect any such residence(s) to such sewer line (the "Sewer Connection Easement"). By reserving the Sewer Connection Easement, Declarant has not obligated itself, its successors or assigns, or the Association, to connect any public or private sewer line to the above-described Lots and the exercise of such rights under the Sewer Connection Easement shall be at the sole discretion of Declarant, its successors or assigns, or the Association, as the case may be.

If Declarant has conveyed a Septic Easement Area to the Association and Declarant subsequently reasonably determines that a particular Septic Easement Area is no longer needed in connection with the Septic System, Declarant, by written notice delivered to the Association, shall have the right to require the Association to convey fee simple title to such Septic Easement Area to Declarant by delivering a special warranty deed to Declarant, subject only to matters of title acceptable to Declarant, no later than ten (10) days after such notice.

ALL DWELLING UNITS, ACCESSORY DWELLING UNITS AND IMPROVEMENTS TO BE LOCATED UPON EACH LOT WITHIN THE PROPERTY SHALL HAVE SEWER DISPOSAL SERVICE AND FACILITIES PROVIDED EXCLUSIVELY BY AN INDIVIDUAL SEPTIC TANK SYSTEM TO BE INSTALLED AND OPERATED BY THE OWNER OF SAID LOT AND EACH OWNER, BY ACCEPTANCE OF A DEED TO THE LOT, EXPRESSLY AND PERMANENTLY WAIVES THE RIGHT TO PETITION OR REQUEST SEWER SERVICE FROM ANY GOVERNMENTAL AUTHORITY (INCLUDING THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT ("CMUD")). EACH LOT OWNER, ON BEHALF OF ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE THIS COVENANT AGAINST ANY OTHER OWNER OF A LOT WITHIN THE PROPERTY, ITS HEIRS, SUCCESSORS AND ASSIGNS

All Septic Systems located on the Property will be approved, constructed and maintained in accordance with all applicable governmental regulations requirements. Systems requiring pumping shall be subject to North Carolina Department of Environment and Natural Resources ("NCDENR") regulations requiring bi-annual inspections and equipped with audible and visual alarms. An independent contractor shall be employed for the inspections and for emergency response as more particularly described in Article VII, Section 22 below. The inspections at a minimum shall include: evaluation of solids level in the septic tank, proper operation of pump(s) including controls and alarms, check for leaks in any piping, and inspection of condition of drainfields, especially from effluent surfacing.

Section 22. Septic System Inspection and Septic Inspection and Repair Easement. The Association shall cause all private Septic Systems located within the Project to be inspected by an independent contractor no less than every six (6) months. Anything to the contrary set forth in this Declaration notwithstanding, the cost of such inspections shall be assessed by the Association only against the Lots upon which the Septic Systems are located. Such inspections shall be conducted in order to confirm that each such system is properly functioning and is generally in compliance with this Declaration (including, without limitation, the terms of Article VII, Section 21 above, the Booklet and the Guidelines) and any applicable laws, ordinances or governmental regulations. If an inspection reveals that a Septic System is not functioning properly, or is otherwise not in compliance with any applicable law, ordinance or regulations, the inspector shall notify the Association and any other party or agency as required by law. The Association shall notify the Owner of the Lot to which the Septic System is appurtenant of the problem or noncompliance and such Owner shall be responsible for immediately repairing the Septic System at such Owner's sole cost and expense and providing the Association, within thirty (30) days, with proof of such repair. The Association shall be authorized to notify any applicable governmental or regulatory agencies or officials of the malfunctioning or noncompliance of any Septic System located within the Project.

The foregoing notwithstanding, neither Declarant, the Association, nor its directors, officers, agents or employees shall be responsible for damages or otherwise to anyone by reason of mistake of judgment, omission, negligence or nonfeasance arising out of the inspection services performed pursuant to this Declaration including, without limitation, any damages to any Lot or property by reason of the failure to inspect or the failure of such inspections to detect any malfunction, damage or noncompliance with law.

Declarant hereby reserves a non-exclusive perpetual easement over all property within the Project, including Lots, benefiting Declarant and the Association for the purposes of conducting the Septic System inspections and repairing and/or replacing the Septic System if an Owner fails to repair or replace the Septic System within thirty (30) days of notification by the Association. The Board of Directors shall have the right to levy a Special Septic System Assessment against such Lot Owner pursuant to Section 6 of Article V hereof to recover the costs and expenses incurred by the Association in maintaining, repairing or replacing the Lot Owner's Septic System.

Section 23. Encroachment Agreement with the North Carolina Department of Transportation. The pipes, which are a part of the Septic System, transporting the sewage from the Septic Lots to the Septic Easement Areas will be or have been constructed within the rights-of-way of the Roadways which will be maintained by the Association as set forth in Section 6 of Article IV until accepted for dedication and public maintenance by the North Carolina Department of Transportation or other governmental entity. Prior to such acceptance for public maintenance, the North Carolina Department of Transportation will require all Lot Owners to execute an Encroachment Agreement to allow the Association, Declarant and/or a Septic Lot Owner to have the right to construct, install, excavate, dig, build, maintain, operate, remove and reinstall septic lines, pipes and related equipment and apparatus within and upon the road rights-of-way adjacent to the Lots. Upon the request of the Association or Declarant, each Lot Owner, by acceptance of a deed of a Lot in the Project, agrees to execute any such Encroachment Agreement required by the North Carolina Department of Transportation or other governmental entity. In the event a Lot Owner does not execute the requested Encroachment Agreement, the North Carolina Department of Transportation will not accept the Roadways for dedication and will not maintain the Roadways as public roads and therefore, the Association will be required to continue to maintain the Roadways. Provided, however, that the Association shall have the power and right to levy a Special Individual Assessment as provided in Section 6 of Article V against any Lot Owner(s) who has failed to execute an Encroachment Agreement, thereby resulting in the failure of the North Carolina Department of Transportation to accept

the Roadways for maintenance, in the amount of any required expenditures incurred by the Association in maintaining the Roadways. The failure of the North Carolina Department of Transportation to accept the Roadways for maintenance may also prevent school buses from using the Roadways.

Section 24. Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's property. No Lot shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within any Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Project. There shall not be maintained on any Lot any plants or animals or device or thing of any sort whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit, Accessory Dwelling Unit or any unimproved Lot unless required by law. All exterior lighting shall be in conformance with the Guidelines.

Section 25. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed Dwelling Units, Accessory Dwelling Units or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. All construction and landscaping must be completed within one (1) year after the date upon which it commenced, unless a longer time is approved in writing by the Architectural Control Committee. Any damage to the Roadways, curbs or sidewalks or any part of any Common Area, Maintenance Area or any utility system caused by an Owner or Owner's builder or such builder's subcontractors shall be repaired by such responsible Owner. Any builder of Improvements and such builder's subcontractors on any portion of the Property shall keep such portion of the Property free of unsightly construction debris, in accordance with the construction rules established by the Architectural Control Committee (or, in the absence of such rules, in accordance with standard construction practices), and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. The Board may levy a Special Individual Assessment against an Owner's property in the Project to pay for the cost of repairing any damage to Roadways, curbs or sidewalks or any part of any Roadway, Common Area, Maintenance Area or utility system, to pay for the cost of cleaning public and private areas, including the Roadways in the Project, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or such builder's subcontractors during the construction of Improvements.

Section 26. Public Water System; No Private Individual Wells, Irrigation Restrictions. All water supplies necessary to serve the Project (the "Water System"), and all water mains, pipes and other equipment necessary for the operation and maintenance of the Water System, shall be owned, operated, repaired and maintained by Charlotte Mecklenburg Utility Department duly licensed and operating under the authority granted by the North Carolina Department of Public Utilities Commission. All Owners shall connect to the Water System for domestic water service. The Water System shall be the sole provider of water supply to the Project, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply; provided, however, subject to the approval of the Architectural Control Committee, wells may be dug or constructed for uses including heating, cooling, and irrigation systems.

Section 27. Marine Toilets. No water craft equipped with a marine toilet having a fixed or portable holding tank shall be permitted at the Common Piers, Shared Private Piers, or Waterfront Lot Piers. In addition, no water craft shall be moored at the Common Piers, Shared Private Piers, or Waterfront Lot Piers if equipped with a through hull or overboard discharge toilet which has not been certified by the United States Coast Guard as an approved marine sanitation device.

Section 28. Boatslips, Docks and Piers. The Owner of a Waterfront Lot may construct one (1) pier (containing only one (1) boatslip) within the Pier Zone, if any, adjacent to said Waterfront Lot (in accordance with the applicable provisions of the Guidelines), provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views, and all such improvements must be submitted to the Architectural Control Committee for review and approval in accordance with the Guidelines and the applicable provisions of this Declaration. Roof-covered or enclosed docks or boat houses will not be allowed. Furthermore, no dock shall contain any solid or other roof-like surface at any level beyond three (3) feet above the dock floor area.

The placement, construction, or use of any pier, dock, boatslip structure or other improvement within or upon the waters of the Lake is and shall be subject to each of the following:

(a) the Guidelines and any easements, restrictions, rules and regulations for construction and use promulgated by the Board and/or the Association;

(b) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereon, including without limitation the Federal Energy Regulatory Commission; and

(c) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of the Lake established by Duke Energy Corporation, its successors and assigns. (Duke Energy Corporation controls access to, and the use and level of, the waters of the Lake. All Owners, the Association, the Declarant and Guild Builders must receive a permit from Duke Energy Corporation [or a successor manager of the Lake, under authority from the Federal Energy Regulatory Commission] prior to any alterations therein.)

No pier, dock, boatslip structure or other similar improvement shall be constructed by Waterfront Lot Owners outside of the area designated as "Pier Zone" on the Plat(s) or in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration, or on any unrecorded map or plat prepared by Declarant and delivered to the Owner desiring to construct such pier, dock, boatslip structure or other similar improvement. Additionally, no boat (including a houseboat) docked at a fixed pier or a floating boat dock (appurtenant to any Waterfront Lot) shall be located outside the Pier Zone. Furthermore, each Waterfront Lot Owner shall be entitled to construct only one (1) boatslip within the applicable Pier Zone, and in no event shall any additional boatslips, mooring posts or similar improvements be constructed within such Pier Zone. It is the intent of the immediately preceding sentence that no more than one (1) boat be docked or otherwise stored within any Pier Zone at any one time. ALL WATERFRONT LOT OWNERS, BY PURCHASING PROPERTY SUBJECT TO THIS DECLARATION, ACKNOWLEDGE THAT THEY SHALL BE RESPONSIBLE FOR OBTAINING (AND FOR CONDUCTING ALL REQUIRED ACTIVITIES NECESSARY IN CONNECTION WITH OBTAINING) ANY PERMIT, LICENSE OR LEASE ALLOWING FOR THE CONSTRUCTION AND USE OF ANY PIER, DOCK, BOATSLIP STRUCTURE OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE AND THAT SUCH PERMIT, LICENSE OR

LEASE SHALL BE LIMITED IN DURATION, AND NEITHER DECLARANT, NOR THE ASSOCIATION, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES OF EITHER OF THEM, SHALL HAVE ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO ANY SUCH PERMIT, LICENSE OR LEASE.

Construction, use, operation, and maintenance of Shared Private Boatslips shall be in accordance with Article IV, Section 8, above.

Section 29. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of the Lake from any Lot; provided, however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched at a public boat ramp outside the Project. Finally, all boats shall be refueled and maintained at a public boat ramp outside the Project.

Section 30. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances). Each Owner of a Waterfront Lot shall comply with the conditions, limitations and restrictions set forth in the Guidelines. Furthermore, each Owner, by purchasing a Lot, acknowledges that one or more bald eagles have been identified on or near the Property, and that certain federal, state or local laws or regulations may regulate the construction of Improvements on a Lot as a result of the presence of a bald eagle thereon. Each Owner acknowledges that he or she is solely responsible for determining whether any such laws or regulations may be applicable to his or her Lot.

Section 31. Occupants Bound. All provisions of this Declaration, any Additional or Supplemental Declaration and the Bylaws and any and all rules and regulations, use restrictions or Guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

Section 32. Additional Shoreline Improvements Requirements. Duke Energy Corporation has prepared maps of the Lake and Lake shoreline which show areas of shoreline within the Project that Duke Energy Corporation (as Lake manager, under authority granted by FERC) has designated as "Environmental Areas" and "Impact Minimization Zones" ("IM Zones"). If a Lot has an "Environmental Area" or "IM Zone" on and/or adjacent to it, the ability to develop and use the Lot may be affected, and the Owner may be required to obtain the permission of Duke Energy Corporation before undertaking certain development activities upon or constructing improvements on or adjacent to the Lot, as set forth below.

(a) Environmental Areas. Environmental Areas are vegetated areas or cove heads with stream confluence located on them. Duke Energy Corporation restricts any construction (including, but not limited to, the construction or placement of piers and docks), and any related excavation, filling, or shoreline stabilization within these Environmental Areas in the following circumstances:

(i) if stable, emergent vegetation (minimum lakeward width of 5 feet) composes greater than 50% of the area between full pond elevation and a depth of five (5) feet from full pond for a minimum linear distance of 100 feet;

(ii) if intermittent or permanent streams enter the upper ends of shallow coves (with or without vegetation); and

(iii) for cove heads with a stream, but lacking emergent vegetation, the environmental classification extends fifty (50) feet from the edge of the intersection of the stream centerline or the sediment delta, when present, and the full pond contour.

To the best of Declarant's knowledge, the Lots having portions of shoreline identified as Environmental Areas are those Lots so indicated on the Plat.

(b) Impact Minimization Zones. The maps prepared by Duke Energy Corporation also identify certain lands and waters within certain areas of the Project as Impact Minimization Zones ("IM Zones"). These IM Zones are areas that have specifically identified importance on the Lake from a scenic, environmental, or cultural standpoint. Protection of those important values does not necessarily preclude access to the Lake. To the best of Declarant's knowledge, the Lots that contain IM Zones are the Lots so indicated on the Plat. The owners of Lots containing IM Zones must use efforts to avoid any disturbance of IM Zones, but if avoidance is not a practicable alternative, then the following specific Lake use restrictions will apply:

No boat ramps (except those required for public recreation), no excavation, filling, and no stabilization will be allowed within the boundaries of the IM Zones. Construction within these areas may also be subject to specific mitigation requirements imposed by the Federal, State or local resource agencies.

Duke Energy Corporation may change the IM Zones subsequent to the date hereof. Each Lot Owner must verify, prior to the commencement of any construction on a Lot, that the Lot is not within an IM Zone.

Section 33. Recreational Vehicles. No motorized vehicle used primarily for recreational purposes, including, without limitation, any motorcycle, moped, go-cart, snow mobile, three- or four-wheeled all terrain vehicle, or similar vehicle, may be operated on any Lot or any other part of the Property (including, without limitation, the Trail System), provided Declarant and the Association, and their respective employees, contractors and agents, shall have the right to operate such recreational vehicles in connection with the development, maintenance and operation of the Property.

ARTICLE VIII

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. General. Notwithstanding anything contained in this Declaration to the contrary, no Improvements, including, without limitation, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, construction of any pier, dock, boatslip structure, or other similar improvement, erection of or changes or additions in fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot or in any Lake Buffer Area (as defined in Section 3(b) of this Article VIII), shall be commenced, erected or maintained on any portion of the Property, subject to the provisions of Article VIII, Section 7 hereof, until: (a) the Architectural Control Committee, appointed as hereinafter provided, has approved the plans

and specifications therefor and the location of such Improvements and has given its written approval for commencement of construction, all in accordance with the terms and requirements in the Guidelines (as defined in Section 3 of this Article VIII); (b) the fees set forth in or contemplated in this Article VIII have been paid; and (c) the contracts identified in this Article VIII have been executed. In addition to any standards established pursuant to this Declaration, Declarant may establish, by Additional Declarations, architectural and landscaping control standards, guidelines and restrictions in regard to various Phases or sections of the Property. Except as otherwise expressly provided herein, the provisions of this Article VIII shall not apply to the construction of any Improvements commenced, erected or maintained by Declarant on any Lot or upon any of the Common Areas or Maintenance Areas.

The Board may delegate to the Architectural Control Committee any powers or authority reserved or granted to the Board under this Article VIII.

Section 2. Composition of Architectural Control Committee. So long as Declarant owns any Lot or other portion of the Property, the members of the Architectural Control Committee shall be appointed by Declarant in its sole discretion. At such time as Declarant no longer owns any Lot or other portion of the Property or at such earlier date as Declarant releases its right to appoint the members of the Architectural Control Committee, the members of the Architectural Control Committee shall thereafter be appointed by the Board. The members of the Architectural Control Committee shall be appointed annually and will be composed of at least three (3) and not more than seven (7) individuals, the exact number of members of the Architectural Control Committee to be designated from time to time by the body then having the authority to appoint such members (Declarant or the Board, as the case may be). The members of the Architectural Control Committee need not be Owners of property in the Project. In the event of the death or resignation of any member of the Architectural Control Committee, the party or body then having the authority to appoint members to the Architectural Control Committee shall have full authority to designate and appoint a successor. Members of the Architectural Control Committee may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the authority to appoint such members. Notwithstanding anything contained herein to the contrary, the Architectural Control Committee shall have the right, power and authority to employ and/or use the services of any architects, engineers, attorneys or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the Architectural Control Committee as described in this Article VIII.

Section 3. The Sanctuary Design Guidelines.

(a) The Architectural Control Committee shall, from time to time, publish and promulgate The Sanctuary Design Guidelines (collectively, the "Guidelines"), including architectural, design, landscape and lake buffer guidelines. The Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for Improvements. The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications to the Architectural Control Committee and the fees to be imposed by the Architectural Control Committee, as more specifically described in Article VIII, Section 8 hereof; and the Guidelines shall address the Guild Builders, as more specifically described in Article VIII, Section 9 hereof. In any event, the Guidelines shall not be binding upon the Architectural Control Committee, may be revised and amended at any time by the Architectural Control Committee, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Control Committee for approval. Furthermore, the Architectural Control Committee may publish and promulgate different Guidelines for different Phases, sections or portions of the Property.

(b) The Guidelines shall also be explanatory and illustrative of the general intent of the landscape development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for landscape Improvements. The Guidelines shall also set out, among other things, the following:

(i) The procedures for submission, review and approval of landscape plans and specifications to the Architectural Control Committee and the fees to be imposed by the Architectural Control Committee, as more specifically described in Article VIII, Section 8 hereof;

(ii) Standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including the removal of trees; and

(iii) With respect to any Waterfront Lot or Shared Private Boatslip Lot, standards, methods and procedures for landscaping, landscape management and landscape maintenance of any part of a Waterfront Lot or a Shared Private Boatslip Lot that is within up to two hundred (200) feet of the mean high water mark of the Lake, as such area may be shown on any Plat (each, a "Lake Buffer Area").

(iv) Standards, methods and procedures for landscaping, landscape management, and landscape maintenance of any part of a Lot that borders a perennial or ephemeral stream or drainage way.

Such authorized standards, methods and procedures shall be utilized by Owners and their contractors and subcontractors, and the approval by the Architectural Control Committee of any landscaping plan or other landscaping improvement in connection with landscaping; on a Lot or other portion of the Property shall be based upon the conformity of such plan or improvement with the Guidelines.

(c) The Architectural Control Committee is also hereby authorized to publish and promulgate from time to time, and revise and amend at any time in its sole discretion, construction rules to be followed by all Owners and builders performing work or constructing or installing Improvements (including landscape Improvements) on the Property.

Section 4. Definition of "Improvements". The term "Improvement" or "Improvements" shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all Dwelling Units, Accessory Dwelling Units and other buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, lighting, antennae, satellite dishes, etc.); storage sheds or areas; piers, docks and boatslips; roofed structures; parking areas; fences; "invisible" pet fencing; pet "runs," lines and similar tethers or enclosures; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; driveways; ponds; lakes; changes in grade or slope; site preparation; swimming pools; hot tubs; jacuzzis; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Control Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Control Committee.

Section 5. Enforcement.

(a) It is Declarant's intent that the architectural control provisions of this Declaration and any Additional Declarations are to permit control of the architectural design and landscaping and to establish

quality standards for construction and construction activity in the Project and to help preserve values of properties in the Project. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Project and to Declarant, and to the values of their respective properties in the Project, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Article VIII by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants unto the Architectural Control Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee or the Board whether there exists any construction of any Improvement which violates the terms of any approval by the Architectural Control Committee, the terms of the Guidelines, the terms of this Declaration or any Additional Declaration, or the terms of any amendments hereto or thereto.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements) if such Improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such Improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of the Guidelines, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the Association and/or the Architectural Control Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

Section 6. [Intentionally Omitted].

Section 7. Variances. Upon submission of a written request for a variance, which request shall set forth, among other things, the extraordinary circumstances applicable to a Lot giving rise to the need for a variance, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration or any Additional Declaration from which a variance is permitted, pursuant to the terms hereof or thereof. In any case, however, the Architectural Control Committee may grant a variance only due to the existence of extraordinary circumstances applicable to a Lot, which extraordinary circumstance (i) has not been caused by the Owner of such Lot and (ii) materially impairs the ability of an Owner to construct a Dwelling Unit on such Owner's Lot. Any variance granted shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Architectural Control Committee has not expressly and in writing approved such request within thirty (30) business days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Additional Declaration against any other Owner. If a variance is granted, the Owner receiving such variance shall comply with the more restrictive of the terms of the

variance or applicable local, state or federal laws (including, without limitation, local zoning and development laws), and the granting of a variance shall not relieve any Owner from the obligation of complying with such laws. Notwithstanding anything contained herein to the contrary, in no event shall a variance granted by the Architectural Control Committee be deemed a waiver or assurance of any future variance requests.

Section 8. Fees Required by the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, may require that each Person submitting plans and specifications for Improvements to the Architectural Control Committee pay one or more fees to the Architectural Control Committee or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof, shall be established by, and may be increased from time to time by, the Architectural Control Committee and shall be set forth in the Guidelines.

Section 9. Guild Builders.

(a) The Architectural Control Committee may require, in its sole discretion, that each Person submitting plans and specifications to the Architectural Control Committee for the construction of Improvements also submit to the Architectural Control Committee a copy of a fully signed contract (for the construction of such Improvements) between the Owner of the relevant Lot and a builder who is featured by the Board or the Architectural Control Committee, in their sole discretion (herein, a “Guild Builder”; collectively, the “Guild Builders”), as a condition to the commencement of construction of any such Improvements.

(b) The Architectural Control Committee shall provide a list of Guild Builders in accordance with the provisions of the Guidelines. To qualify as a Guild Builder, a builder must satisfy certain criteria and requirements established by the Architectural Control Committee and Declarant. However, the criteria and requirements established by the Architectural Control Committee and Declarant for a builder to qualify as a Guild Builder are solely for the Architectural Control Committee’s and Declarant’s protection and benefit and are not intended to, and shall not be construed to, benefit any Owner or any other party whatsoever. The Architectural Control Committee and Declarant make no representation, express or implied, to any Owner or any other party whatsoever with regard to the Guild Builders, including, without limitation, the existence, nature and extent (including coverage amounts and deductibles) of insurance policies that may be maintained by the Guild Builders from time to time, the solvency or financial status of the Guild Builders from time to time, the nature and amount of any bonds that may be maintained by the Guild Builders from time to time, the performance (or the ability to perform) by the Guild Builders of their contractual obligations (including any contractual obligations of any of the Guild Builders in favor of any Owner or any other party whatsoever), the compliance by the Guild Builders with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of homes and other activities engaged in by the Guild Builders from time to time, the use of any substance or material, including, without limitation, any stucco or synthetic material by the Guild Builders in connection with the construction of homes, the compliance by any Guild Builder with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, including, without limitation, the maintenance of any required builder’s and/or contractor’s license, and the failure or alleged failure of any Guild Builder to comply with any industry standard or any other reasonable standard or practice with respect to such builder’s work or materials used in the construction of houses and other activities engaged in by such Guild Builder at The Sanctuary. Furthermore, neither the Architectural Control Committee nor Declarant, nor the officers, directors, members, employees, agents or affiliates of either of them, shall have any responsibility whatsoever for any sum that any Owner or any other party may deposit with a Guild Builder, including,

without limitation, any earnest money or other deposit that any Owner may deliver to a Guild Builder. The selection of a Guild Builder by an Owner shall be conclusive evidence that such Owner is independently satisfied with regard to any and all concerns such Owner may have about the Guild Builder's work product and/or qualifications. Owners shall not rely on the advice or representations of the Architectural Control Committee, Declarant or the officers, directors, members, employees, agents or affiliates of either of them in that regard.

Section 10. No Construction Without Payment of Fees and Use of a Guild Builder. Notwithstanding anything contained in this Article VIII to the contrary, plans and specifications for Improvements to be constructed on a Lot or other portion of the Property shall not be deemed to have been properly submitted unless and until any and all fees required by the Architectural Control Committee to be paid in connection with such Improvements, as provided in Article VIII, Section 8 above, shall have been paid to the Architectural Control Committee or Declarant as required. In addition, such plans and specifications shall not be deemed to have been properly submitted unless a copy of a fully signed contract between the Owner of the relevant Lot and a Guild Builder for construction of such Improvements (if required by the Architectural Control Committee), as provided in Section 9 above, shall have been submitted to the Architectural Control Committee.

Section 11. Notices and Submittals. Notices and submittals to the Architectural Control Committee shall be in accordance with the notice provisions set forth from time to time in the Guidelines.

Section 12. Separate Committee for Changes to Existing Improvements. The Board shall have the right, power and authority, in its sole discretion, to appoint a committee separate and apart from the Architectural Control Committee to review plans and specifications for any and all renovations, changes and additions to existing Improvements located on a Lot or other portion of the Property (herein, the "Architectural Changes Committee"). Should the Board appoint such an Architectural Changes Committee, then the Architectural Control Committee shall relinquish to the Architectural Changes Committee its authority to review plans and specifications for any such changes to existing Improvements, and the Architectural Changes Committee shall be solely responsible for review and approval of the same. The composition of the Architectural Changes Committee shall be determined by the Board in its sole discretion and the procedure for submission, review and approval of plans and specifications to and by the Architectural Changes Committee shall be set forth in the Guidelines. Notwithstanding the foregoing, nothing herein shall be deemed to obligate the Board to appoint an Architectural Changes Committee, and until an Architectural Changes Committee is appointed, the Architectural Control Committee shall be responsible for reviewing and approving or disapproving all plans and specifications for renovations, changes and additions to existing Improvements in accordance with the provisions of this Article VIII and the Guidelines.

Section 13. Limitation of Liability. No member of the Architectural Control Committee or the Architectural Changes Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this Article VIII. Neither the Architectural Control Committee, nor the Architectural Changes Committee (if applicable), nor the members thereof, nor the Association, nor Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the Architectural Control Committee or the Architectural Changes Committee (if applicable) shall not be deemed or construed as a representation or warranty of the Architectural Control Committee or the Architectural Changes Committee (as the case may be), Declarant, or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed

in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby disclaimed. Every person who submits plans and specifications, and every Owner, agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Architectural Changes Committee (if applicable), the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

Section 14. Miscellaneous. Members of the Architectural Control Committee and, if applicable, the Architectural Changes Committee, in the sole discretion of the party or body appointing such members (i.e., either Declarant or the Board, as the case may be) may be compensated for their services. The Association shall reimburse members of the Architectural Control Committee and the Architectural Changes Committee (if applicable) for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses and attorneys' fees of the Architectural Control Committee and the Architectural Changes Committee (if applicable), including those incurred in connection with the exercise of their enforcement or other powers as provided herein, shall be borne by the Association; provided, however, nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with Article VIII, Section 5 hereof.

ARTICLE IX

INSURANCE; REPAIR AND RESTORATION; CONDEMNATION

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire. All improvements and all fixtures and personal property included in the Common Areas and Maintenance Areas and all personal property and supplies belonging to the Association shall be insured in an amount equal to the current replacement cost (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board with the assistance of the insurance company providing coverage. The Board shall, at least annually, review the insurance coverage required herein and determine the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement. In addition to the provisions and endorsements set forth in Article IX, Section 3 and Section 4, the fire and casualty insurance described herein shall contain the following provisions:

- (1) standard "Agreed Amount" and "Inflation Guard" endorsements;
- (2) construction code endorsements if the Common Area becomes subject to a construction code provision which would require changes to undamaged portions of any building thereby imposing significant costs in the event of partial destruction of such building by an insured peril;

(3) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(4) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

The fire and casualty insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association or the Owners; (2) loss payments are contingent upon action by the carrier's directors, policy holders or members; and (3) there are limiting clauses (other than insurance conditions) which could prevent Owners from collecting the proceeds.

(b) Public Liability. The Board shall also be required to obtain and maintain, to the extent obtainable, public liability insurance and officer's and director's liability insurance in such limits as the Board may, from time to time, determine to be customary for projects similar in construction, location and use as the Project, covering each member of the Board, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and Maintenance Areas, or from service on the Board; provided, however, in no event shall the amounts of such public liability insurance ever be less than \$2,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the Property or any portion thereof, nor shall the amount of such officer's and director's insurance be less than \$2,000,000 unless such coverage is determined by the Board to be unreasonably expensive. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board shall review such limits annually. Until the first meeting of the Board following the initial meeting of the Association Members, such public liability insurance shall be in amounts of not less than \$2,000,000 per occurrence for claims for bodily injury and property damage and such officer's and director's liability insurance shall be in amounts not less than \$2,000,000.

(c) Fidelity Coverage. The Board shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Other. Such other insurance coverages, including flood insurance and worker's compensation, as the Board shall determine from time to time desirable.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board shall be paid by the Board and charged as a common expense to be collected from the Owners pursuant to the terms of this Declaration.

Section 3. Special Endorsements. The Board shall make diligent efforts to secure insurance policies that will provide for the following:

- (a) recognition of any insurance trust agreement entered into by the Association;
- (b) coverage that may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the named insured and any insurance trustee; and
- (c) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board without prior demand in writing that the Board cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association or any Owner.

Section 4. General Guidelines. All insurance policies purchased by the Board shall be with a company or companies licensed to do business in the State of North Carolina and holding a rating of "A VIII" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Insurance Proceeds. Subject to any limitations imposed by any applicable financing documents, the Association shall use the net proceeds of casualty insurance covered by it to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Area and/or Maintenance Areas.

Section 6. Insufficient Proceeds. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment against the Owners to cover the deficiency.

Section 7. Owner's Personal Property. Neither the Association nor Declarant shall be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, tenants, guests or invitees, located on or used at the Common Areas. Further, neither the Association nor Declarant shall be responsible or liable for any damage or loss to any personal property of any Owner, his family, tenants, guests or invitees located on or used at the Common Areas. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property. Neither the Association nor Declarant shall be responsible or liable for any damage or loss to or of any boat, its tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, tenants, guests or invitees located on or used at the Storage Areas, Parking Area, Common Boatslips, or other Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability or other insurance for damage to or loss of such property.

Section 8. No Obligation to Insure Owners' Property. By virtue of taking title to a Lot within the Project, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot or any Dwelling Unit or other Improvement or property located thereon. Furthermore, the responsibility for all insurance relating to the Shared Private Boatslip Lots and the Shared Private Piers is the responsibility of the Shared Private Boatslip Lot Owners as part

of the Boatslip Maintenance and Operations Costs, as more particularly set forth in Article IV, Section 8, above.

Section 9. Security. The Association may, in its sole discretion, but shall not be obligated to, provide certain security and fire protection measures, and maintain or support certain other activities within the Project designed to make the Project safer than it might otherwise be. Provided, however, should the Association provide, maintain or support any such measures or activities, then neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security or fire protection within the Project, and neither the Association, Declarant nor any successor of Declarant shall be held liable for any loss or damage by reason or failure to provide or take any security or fire protection measures or for the ineffectiveness of any such measures undertaken. Each Owner and Occupant of any Lot and each tenant, guest and invitee thereof acknowledges and understands that neither the Association, Declarant nor any successor of Declarant are insurers, and each such Owner, and Occupant of a Lot and their tenants, guests and invitees hereby assume all risks for loss or damage to persons, property or contents belonging to any such persons.

Section 10. Condemnation. Whenever all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for and on account of such taking shall be paid to the Association. The Association, acting through the Board, shall have the right to negotiate and litigate the issues with respect to the taking and compensation affecting its interest in the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot or other portion of the Property, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. All compensation and damages paid to the Association on account of such a taking shall be used to restore the Common Area, provided such restoration is possible, with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Nothing herein is to prevent Owners whose Lots or other property are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots or other property, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Common Area, Lots or other property without such allocation, the award shall be divided between affected Owners and the Board, as their interests may appear, by the Board in its sole discretion.

ARTICLE X

EASEMENTS AND OTHER RIGHTS

Declarant, in addition to any other easements granted or reserved herein, hereby reserves unto itself, its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, the following non-exclusive easements on, upon, over, across, through and under the Property. In addition, Declarant hereby reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Project, including, but not limited to, easements in favor of Declarant, the Association, the Owners, and all their family members, guests, invitees and tenants and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified.

Section 1. Easements and Cross-Easements on Common Areas. Declarant, for itself, its designees and the Association, reserves the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for ingress and egress, installation, maintenance, construction and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, landscaping, trails and accompanying minor structures, irrigation, lake maintenance, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for, the Project or any portion thereof.

Section 2. Use of Common Areas. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Areas are subject to a perpetual nonexclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Additional Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 3. Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

Section 4. Right of the Association and Declarant to Enter Upon the Common Areas and Maintenance Areas. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas and Maintenance Areas for the purposes of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas and Maintenance Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

Section 5. Easement for Encroachments. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their successors and assigns, and to the Occupants of Lots, easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of Declarant, the Association, the Owners and all their designees.

Section 6. Easement Regarding Tennis, Pool or Other Recreational Use. Declarant, the Association, the Owners, and their successors and assigns, shall have a perpetual, non-exclusive easement in their favor to use the Roadways and entranceways and other Common Areas as necessary during any use of the tennis, pool or other facilities or as a spectator, worker or purveyor at or for any tournament or activity in connection therewith for the purposes of ingress, egress and access to such facilities. Any disputes as to the extent of any of the above-described easements during the term of this Declaration shall be determined by Declarant in its sole and absolute discretion. Declarant reserves the right to impose upon the Property such other easements as are required for the enjoyment of the Club, golf, tennis or other facilities.

Section 7. Easements Regarding Trail System. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, a perpetual non-exclusive easement, right and privilege of passage and use, both pedestrian and non-motorized vehicular, over and across any and all hard surface or soft surface sidewalks, trails, biking, walking or jogging paths, or similar pathways located upon those portions of the Property designated by Declarant as part of a system, of hard surface or soft surface sidewalks, trails, biking, walking or jogging paths including all trail related signs and structures within the Property as may be shown on any Plat (collectively, the "Trail System"), and the right to use and enjoy any shelters, railing, boardwalks, or other facilities constructed or installed by Declarant or Association within the Trail System. The Trail System is shown as "10' Hard Surface Trail Easement" and "15' Hard Surface Trail Easement" and by similar designations on the Plat. Declarant further reserves, for the benefit of itself, its agents, employees, tenants, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, a perpetual non-exclusive easement to construct, install, operate, and maintain shelters, railing, boardwalks, and similar facilities and improvements within the Trail System.

Section 8. Maintenance Areas.

Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, its successors and assigns, the following nonexclusive perpetual easements over certain areas of the Property as hereinafter described for the purposes hereinafter described:

(a) Easements for the purposes of landscaping and maintaining entryways and erecting and maintaining entrance monument(s) for the Project, over, across and under those portions of the Property shown and designated as "Entry Easement" on the Plats (herein referred to as the "Entrance Monument Easements"). Declarant and/or the Association shall have the right to landscape and maintain the areas of the Property so designated as entryways to the Project, to erect and maintain entrance monument(s) thereon bearing the name of the Project, and to erect and maintain lighting for such monument(s), plantings, landscaping, irrigation systems and other improvements typically used for entryways.

(b) Easements for the installation, maintenance, repair and removal of landscaping and landscaping amenities, including signage, lighting, monuments and irrigation systems, over, across and under those portions of the Property shown and designated as "Landscape Easements" on the Plats (herein referred to as "Landscape Easements").

(c) Easements for the installation, maintenance, repair and removal of hard surface or soft surface sidewalks, trails, walking or jogging paths, or similar pathways over, and shelters, railing,

boardwalks, and similar facilities, across and under those portions of the Property being part of the Trail System.

All of the above-described areas and items shall herein be referred to as the "Maintenance Areas." The Association shall maintain the Maintenance Areas to a consistent standard of maintenance typical of a first-class development.

Section 9. Easements for Common Driveways. Certain groups of Lots in the Project may be served by Common Driveways, as herein defined, which will run over and across certain areas of the Property, as hereinafter described. The Lots which are part of a group which will be served by a Common Driveway and are therefore, subject to the provisions of this Section 9 will be specified in the Supplemental Declarations and/or Additional Declarations for the Phases in which such Lots are located. Provided, however, the Owners of certain Lots shall have the right, but not the obligation, to have such Lots be served by a Common Driveway and therefore included within the designated group of Lots using such Common Driveway, which Lots will also be specified in the Supplemental Declarations and/or Additional Declarations for the Phases in which such Lots are located and which Lots shall herein be referred to as "Optional Lots." All Lots served by one Common Driveway, including those Optional Lots whose Owners have chosen to be served by such Common Driveway, shall herein be referred to as a "Group."

Declarant hereby reserves, for the benefit of itself, its agents, employees, designees, successors and assigns, and grants to the Association, its agents, employees, designees, successors and assigns, and to each Owner of a Lot in a particular Group, their successors and assigns, a perpetual non-exclusive easement over, across and under the area of the Property shown and designated as "Common Driveway and Utility Easement" (herein referred to as such) on the Plat of such Group and running to such particular Group. The above-described easement is hereby reserved and granted for the purposes of (a) paving, maintaining and repairing a Common Driveway to be erected on such easement area (the "Common Driveway"), and (b) laying, maintaining, repairing and replacing utility lines over, under and across such easement area, which non-exclusive easement shall include the right to go upon such easement area and any portion of the Property in the area of or adjacent to such easement area necessary to perform such work; provided, however, and notwithstanding the foregoing, no utility lines or equipment shall be placed or maintained within the Common Driveway area without the express prior written approval of the Architectural Control Committee, and absent such approval, utility lines servicing the Common Drive Lots shall access those Lots exclusively from publicly dedicated rights-of-way. In addition, Declarant hereby grants to each Owner of a Lot in a Group, their successors and assigns, a perpetual, non-exclusive easement over and across any areas of the Property necessary for such Owner to tie his Lot into the Common Driveway and Utility Easement serving his Lot (the "Tie-In Easement"), which Tie-In Easement may also be used for the above-described purposes.

Declarant hereby reserves, for the benefit of itself, its agents, employees, designees, successors and assigns, and grants to the Association, its agents, employees, designees, successors and assigns, and to each Owner of a Lot in a particular Group, their family members, guests, invitees, successors and assigns, and to each Occupant of a Lot in a particular Group, a perpetual, non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the above-described Common Driveway and Utility Easement serving such Group, and over and across any Tie-In Easement necessary, for the purpose of providing access, ingress and egress to and from the Lots in such Group.

Any Owner or Occupant of a Lot within a Group may and must use only the Common Driveway and Utility Easement serving such Group as its means of access to a public Roadway. Within the Common Driveway and Utility Easements and the Tie-In Easements, no structure, planting or other

material shall be placed or permitted to remain which could interfere with the use of the Common Driveway and Utility Easements and the Tie-In Easements for the above-stated purposes.

The Owner of each Lot within a Group shall pay for its attributable share of the construction of that Group's Common Driveway in accordance with the provisions of the Guidelines.

Each Owner of a Common Drive Lot shall pay annually to the Association, within ten (10) days of the Board sending notice thereof to Owner, an amount (the "Common Drive Reserve Assessment") to be held in escrow and used by the Board to pay for maintenance and repair of the Common Driveway. The Common Drive Reserve Assessment shall be set annually by the Board in its discretion. If at any time the amount in reserve is insufficient for the Board's then contemplated or actual expenses for repair or maintenance of the Common Drive, the Board may make a Special Assessment as to the Owners of Common Drive Lots pursuant to the provisions of this Declaration to pay for such repair or maintenance and replenish the reserve.

The Owner of each Lot in a Group shall have the right to lay, maintain, repair and replace within the Common Driveway and Utility Easement, and within any Tie-In Easement as necessary, utility lines servicing its Lot, provided, that any such work shall be carried out in such a way so as not to interfere with the other Owners' reasonable use of the Common Driveway, and provided further that any Owner performing such work and causing disturbance to the pavement, concrete, landscaping or other features of the Common Driveway and Utility Easement, or to other property in the Project, shall repair the same to its condition prior to such work.

Section 10. Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on the Plats, including, but not limited to, those certain easements shown and designated on the Plats as:

- (a) "Utility Easement";
- (b) "Public Storm Drainage Easement";
- (c) "Sanitary Sewer Easement"; and
- (d) "Sanitary Sewer Right-of-Way."

Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns, and include, without limitation, storm drainage easements of variable width, whether or not depicted on a Plat, over the entire area within all ditches along any Roadway.

Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along (a) a ten (10) feet-wide strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property (except that, with respect to any Lot fronting on the Lake, there shall be no such easement along the rear of such Lot [i.e., the side fronting the Lake]) and (b) all Landscape Easements, for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, septic system, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage

channels in the easements. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Architectural Control Committee, over such easements.

Section 11. Irrigation Easements. Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, non-exclusive perpetual easements over, across and under those portions of the Property shown and designated as "Irrigation Easement" or by similar designation on the Plats, and over all portions of the Property upon which Declarant has installed irrigation systems, for the installation, maintenance, repair and removal of irrigation systems to service the landscaping to be installed and maintained in the Landscape Easement areas (herein referred to as the "Irrigation Easements"). Within the Irrigation Easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of irrigation systems. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Architectural Control Committee, over such easements.

Section 12. Declarant's Right to Assign Easements, Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

Section 13. Easement Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property and over the Shared Private Boatslips and the Shared Private Piers for the exercise of the easement rights described in this Article X and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be. Furthermore, Declarant does hereby reserve for itself and its successors and assigns an easement over all Waterfront Lots for the installation of rip-rap and other materials, and the performance of other work in connection with shoreline stabilization, if and to the extent Declarant elects to perform any such work.

Section 14. Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Project, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Association Members or Owners. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the Common Areas as may be desirable to

Declarant for the development of the Project and the preservation and enhancement of Declarant's interest therein.

Section 15. Easements Regarding Shared Private Boatslips. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Shared Private Boatslip Lot, their family members, tenants, guests, invitees, successors and assigns, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and non-motorized vehicular, over and across those portions of Lots as indicated on the Plats for ingress and egress to and from the Shared Private Boatslips and the Shared Private Piers.

Section 16. No Merger of Easements. The easements hereby established shall not be terminated by merger or otherwise, except upon execution and recordation of an instrument specifically terminating any such easement.

ARTICLE XI

LOT RE-SALES

Section 1. Applicability. Except for sales and conveyances by Declarant, no Lot (whether improved or unimproved) may be sold by any Owner except in compliance with the provisions of this Article XI.

Section 2. Right of First Refusal.

(a) Before any Lot (or any ownership interest therein) may be sold to any Person other than Declarant or its successors for less than the contract purchase price paid to Declarant by the first Owner of such Lot (other than Declarant) (the "Original Purchase Price"), the Owner or Owners of such Lot shall first offer in writing to sell the Lot to Declarant or its successors at such lesser price for which the Owner proposes to sell the Lot to a Person other than the Declarant. Before acceptance by an Owner of a bona fide offer to purchase a Lot for less than the Original Purchase Price, such Owner shall send to Declarant a copy of such bona fide offer along with written notification that such Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal. If Declarant or its successor does not accept or reject in writing said offer of sale within thirty (30) days from the date of receipt of the same, then the Owner or Owners of such Lot shall have the right to sell the Lot to the third party making such bona fide offer pursuant to such bona fide offer, without any further additional obligation to offer the Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer which an Owner receives for the purchase of a Lot. Any Owner who buys a Lot from another Owner shall be governed by the provisions of this Article and the waiver of the right of first refusal with respect to any sale shall not limit Declarant's rights of first refusal with respect to any subsequent sale of any Lot. Provided, however, the right of first refusal reserved by Declarant pursuant to this Article XI, Section 2 shall be valid and enforceable with respect to any Lot only for a period of fifteen (15) years from the date of the first conveyance of such Lot from Declarant to an Owner other than Declarant, and upon the expiration of said fifteen (15) year period, the Owner or Owners of such Lot shall have the right to sell the Lot to any third party without the obligation to offer the Lot to Declarant. Further provided that this Article XI, Section 2 shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on a Lot or deed in lieu thereof which is made and delivered in good faith. In each instance where an offer to purchase a Lot is presented to Declarant by an Owner pursuant to the right of first refusal granted herein, Declarant shall determine in its sole discretion and on a case by case basis whether to exercise its right of first refusal, and such determination may be made on such basis and for such reason as Declarant in its sole discretion shall choose. Should an Owner fail to comply with the

provisions of this Article XI, Section 2 and sell a Lot without first offering said Lot to Declarant in accordance with the terms hereof, then the purchaser of such Lot shall purchase such Lot subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase such Lot, whether or not it is subsequently improved, from the purchaser thereof at the price as set forth in this Article XI, Section 2, and shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Article XI, Section 2.

(b) The personal representative, heirs, successors and assigns of any Owner who dies while owning any Lot, or the donee of a gift of a Lot from an Owner, shall become an Owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Article.

(c) In the event that Declarant exercises its right of first refusal pursuant to Article XI, Section 2(a) above, the closing of the conveyance of such Lot shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant or its successors that it elects to exercise its right of first refusal with respect to such Lot. At the closing, Declarant shall make payment to such Owner of the purchase price as described in Article XI, Section 2(a) above, in cash or cash equivalent. The Owner shall deliver to Declarant a special warranty deed conveying fee simple marketable title to the Lot free and clear of all exceptions except those that existed at the time of the acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year and any other exceptions which may be approved by Declarant. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

(d) The right of first refusal reserved by Declarant in this Article shall run with the title to each Lot in the Project and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Article shall constitute record notice to all purchasers of Lots in the Project of the right of first refusal herein reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots in the Project subject to the provisions of this Article.

Section 3. Re-Sale Certificate and Agreement. Before any Lot or any ownership interest therein (whether such Lot is improved or unimproved) may be sold by any Person other than Declarant to any Person other than Declarant, the seller of such Lot must comply with the following procedures and requirements:

(a) Promptly following the execution of any agreement for sale of a Lot, but in no event later than ten (10) business days prior to the closing of the sale and conveyance of such Lot, the Owner thereof shall submit the copy of such agreement to Declarant (if such agreement is executed prior to the Turnover Date) or to Association (if such agreement is signed after the Turnover Date). Such agreement must state the consideration for the transfer or conveyance of the Lot (and, if such consideration is not cash, the cash equivalent or monetary value for such non-cash consideration); and such agreement must also contain all provisions required under the terms of this Declaration and under any purchase and sale agreement entered into by such selling Owner with Declarant or with any other Person in connection with the selling Owner's purchase of the Lot; and must contain any and all provisions required by any Re-Sale Certificate and Agreement or other agreement between such Owner and the Declarant or the Association.

(b) Promptly following the execution of any agreement for sale of the Lot, but in no event later than ten (10) business days prior to the closing of the sale and conveyance of such Lot, the Owner selling such Lot and the purchaser of such Lot must sign and deliver to the Association and Declarant a Re-Sale Certificate and Agreement (the "Re-Sale Certificate and Agreement") containing the following agreements, acknowledgments, disclosures, and waivers, and such other agreements, acknowledgments, disclosures and waivers as Declarant or Association shall deem reasonable or necessary in order to fully inform the purchaser as to the requirements of this Declaration, the requirements of any agreement entered into by and between the Declarant or Association and such selling Owner with respect to the Subdivision, the Lot, or the Association, and the requirements of any prior Re-Sale Certificate and Agreement:

(i) Acknowledgement of the right of first refusal and resale requirements and procedures set forth in this Article XI;

(ii) Acknowledgement of the requirement for Architectural Control Committee review and approval before the commencement of any construction on the Property as provided in Article VIII of the Declaration;

(iii) Acknowledgement of marketing fees to be received by any listing broker in connection with the construction and/or sale of Dwelling Units and other improvements on the Lot;

(iv) Agreement to payment of the Transfer Fee payable upon the transfer by such Owner to the purchaser, and acknowledgement of the obligation to pay Transfer Fees on subsequent conveyances, as set forth in Article V-A of this Declaration, including agreement to the amount of the Transfer Fee payable upon the sale and conveyance contemplated by the agreement between such selling Owner and the purchaser;

(v) Disclosures and waivers concerning Lake Wylie;

(vi) Disclosures concerning future construction of Shared Private Boatslips;

(vii) Disclosures of the current amount of Annual Assessments, and the date through which Annual Assessments have been paid by the selling Owner;

(viii) The amount of any pending or current Special Assessments, or Special Individual Assessments; and

(ix) Disclosures and waivers concerning Guild Builders.

(c) Both the selling Owner and the purchaser shall be subject to the levy of fines pursuant to the terms of this Declaration for failure to obtain and execute a Re-Sale Certificate and Agreement in connection with any transfer, until such Re-Sale Certificate and Agreement is executed and the Transfer Fee (if any) due is paid.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duty of Maintenance. Except for those portions, if any, of a Lot which the Association may elect to maintain or repair hereunder, the Owner of any Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot(s) owned by such Owner, including Improvements thereon and ground and drainage easements or other rights-of-way incident thereto, in compliance with the covenants, conditions, restrictions and development standards contained in this Declaration (to the extent applicable), and in any applicable Additional Declaration, in accordance with the provisions of the Guidelines, and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance, as to unimproved and improved Lots, shall include, but shall not be limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Keeping land, including any lawns and shrub beds, well maintained and free of trash, uncut grass and weeds;
- (c) Keeping all sediment resulting from land disturbance or construction confined to the respective Owner's property; and
- (d) Complying with all governmental health and police requirements.

In addition, such maintenance, as to improved Lots, shall include, but shall not be limited to, the following:

- (1) Lawn mowing on a regular basis;
- (2) Tree and shrub pruning;
- (3) Watering by means of a lawn sprinkler system and/or hand watering as needed;
- (4) Keeping exterior lighting and mechanical facilities in working order;
- (5) Keeping lawn and garden areas alive;
- (6) Removing and replacing any dead plant material;
- (7) Maintenance of natural areas and landscaping in accordance with the Guidelines;
- (8) Keeping parking areas and driveways in good repair; Repainting of Improvements; and
- (10) Repair of damage and deterioration to Improvements, it being understood and agreed that if any Improvements are damaged or destroyed by fire or other casualty, then within six (6) months following the date such damage or destruction occurs, the Owner of the Lot on which such Improvements are situated, must repair and restore such damaged Improvements (in accordance with plans and specifications approved by the Architectural Control Committee and otherwise in accordance with the terms and provisions of this Declaration and of each Additional Declaration applicable thereto) or remove

such damaged Improvements and restore the Lot to its condition existing prior to the construction of such Improvements.

In addition to the foregoing, each Owner must maintain, in accordance with the terms hereof, any Common Area and/or Maintenance Area located within the boundaries of its Lot, to the extent such Common Area and/or Maintenance Area is not maintained by the Association as provided in this Declaration.

Notwithstanding anything contained herein to the contrary, the above-described maintenance responsibilities as to any Lot shall commence only upon a Plat showing such Lot being recorded in the Office of the Register of Deeds of Mecklenburg County and upon the conveyance of such Lot by Declarant. If an Owner of any Lot has failed in any of the duties or responsibilities of such Owner as set forth herein, then the Board and Declarant, either jointly or severally, may give such Owner written notice of such failure and such Owner must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in an official depository of the United States mail, addressed to the party to whom it is intended to be delivered, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner as described in herein. Provided, however, this cure period shall be extended for a time not to exceed sixty (60) days so long as Owner shall have commenced to cure such nonconformity and shall diligently prosecute the same. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, or Declarant (so long as it owns any portion of the Property), acting through its authorized agent or agents, either jointly or severally, shall have the right and power to enter onto the premises of such Owner and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Owner of the Lot on which such work is performed shall be liable for the cost of such work, together with interest on the amounts expended by the Association or Declarant in performing such work computed at the highest lawful rate as shall be permitted by law from the date(s) such amounts are expended until repayment to the Association or Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder, and such Owner shall reimburse the Association or Declarant, as the case may be, on demand for such costs and expenses (including interest as above provided). If such Owner shall fail to reimburse the Association or Declarant, as the case may be, within thirty (30) days after the mailing to such Owner of a statement for such costs and expenses, then, without limitation of any other rights of the Association or Declarant, the Association may impose a Special Individual Assessment against such Owner.

Section 2. Duration. This Declaration and the controls, covenants, restrictions and standards set forth herein, as the same may be amended in accordance with Article XII, Section 3, below, shall run with and bind the Property and any Owner, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, including Declarant, and their respective heirs, successors, and assigns, for a term of thirty (30) years beginning on the date this Declaration is recorded in the Office of the Register of Deeds of Mecklenburg County, North Carolina. At the end of such thirty (30) year period, the easements, covenants, conditions and restrictions set forth herein shall automatically be extended for successive period(s) of ten (10) additional years, unless prior to the expiration of a respective period, by two-thirds (2/3) vote of the Association Members, there shall be adopted a resolution to terminate these covenants and restrictions. Owners may vote in person or by proxy at a meeting duly called for such purpose at which a quorum is present, written notice of which shall have been given to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth the purpose of such meeting. The foregoing shall not limit the right of Declarant to amend and/or supersede, in whole or in part, the terms and provisions hereof, as such right in favor of Declarant is described in Section 3 below.

Section 3. Amendment. Except as otherwise expressly provided herein and subject to the limitations hereinafter contained, this Declaration may be amended or modified at any time by a vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws. Provided, however, if sixty-seven percent (67%) of all votes entitled to be cast by the Association Members cannot be obtained at such a meeting, then this Declaration may be amended by obtaining the vote of sixty-seven percent (67%) of all votes present at a duly held meeting of the Association Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Association Members holding a sufficient number of votes to comprise, along with such voting Association Members, a total of sixty-seven percent (67%) of all votes entitled to be cast by Association Members. Further provided, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property, which consent Declarant may grant or withhold in its sole discretion. Any amendment or modification upon which the vote of Association Members is required pursuant to this Section 3 shall become effective when an instrument executed by the Association Members voting for such amendment or modification is filed of record in the Office of the Register of Deeds of Mecklenburg County, North Carolina; provided, however, such an amendment or modification, in lieu of being executed by the Association Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Association Members, as provided in this Section 3.

Notwithstanding the terms of the immediately preceding paragraph of this Section 3, for so long as Declarant owns any portion of the Property, Declarant, without obtaining the approval of any Association Member or any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications hereto which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provision of this Declaration. Furthermore, at any time during the term of this Declaration, Declarant, without obtaining the approval of any Association Member or any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications hereto (i) which are correctional in nature and do not involve a change which materially adversely affects the rights, duties or obligations specified herein, (ii) which are necessary to cause this Declaration or any Additional Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other governmental agency, and (iii) to change the location of any Pier Zone or designation of any Lot (including Waterfront Lots and Shared Private Boatslip Lots) then owned by Declarant.

Section 4. Release of Property. For a period of ten (10) years after the recordation of this Declaration, Declarant shall have the right, in its sole and absolute discretion, without the consent of the Association, any Association Member or any other Owner, to release any portion of the Property then owned by Declarant from the terms of this Declaration by recording a release in the Office of the Register of Deeds of Mecklenburg County, North Carolina. After the recordation of such release, the portion of the Property described therein shall not be subject to the terms of this Declaration.

Section 5. Enforcement; Litigation. The Association, Declarant or any Owner shall have the right, but not the obligation, on its own behalf or on behalf of others, to enforce the provisions of this Declaration or any Additional Declaration. Enforcement of the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens for which provision is made in this Declaration shall be by a proceeding at law or in equity (or otherwise, as provided in this Declaration) against any person or persons violating or attempting to violate any such control, covenant, condition,

restriction, easement, development guideline, charge or lien, either to restrain such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction, easement, development guideline, charge or lien shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof. Except as otherwise expressly provided in this Declaration, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws. The immediately preceding sentence shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, charges or other fees hereunder, (c) proceedings involving challenges to ad valorem taxation, (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services to the Project. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 6. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that the remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 7. Notice. Except as otherwise set forth herein expressly, whenever written notice to an Owner or Association Member (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner or Association Member appearing on the records of Declarant or the Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. Declarant's address as of the date of recording of this Declaration is P.O. Box 1003, Charlotte, North Carolina 28201-1003.

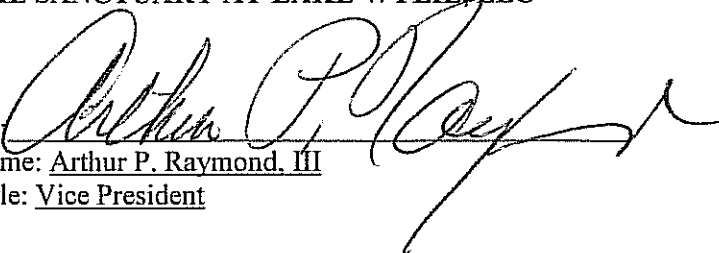
Section 8. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 9. No Exemption. No Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Lot(s) or other property located within the Project or the Common Area.

Section 10. Changes to Plans for the Project. Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Project, and Declarant, subject to the covenants, conditions and restrictions contained in this Declaration and any Additional Declaration, reserves the right to change any plans for the Project at any time and from time to time as Declarant may determine to be necessary based upon Declarant's continuing research and design program and/or market conditions, and any plans for the Project shall not bind Declarant or its successors and assigns to adhere to such plans in the development of the Property or any part thereof. In addition, Declarant reserves the right to change, from time to time, the uses and densities that exist on any portion(s) of the Property owned by Declarant, subject to the covenants, conditions and restrictions contained in this Declaration and any Additional Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed under seal by its duly authorized member as of the day and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC

By 
Name: Arthur P. Raymond, III
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKELNBURG

I, Sharon C. Arrowood a Notary Public of the County and State aforesaid, certify that Arthur P. Raymond, III personally came before me this day and acknowledged that he is Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, executed, the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this 17th day of September, 2004.

Sharon C Arrowood

Notary Public

My Commission Expires: 10/13/2008

[SEAL]

EXHIBIT "A"

BEING located in Steele Creek Township, Mecklenburg County, North Carolina, and being all of that property shown on the Record Plat entitled "The Sanctuary Phase 1, Sheet 1" and "The Sanctuary Phase 1, Sheet 2", dated September 14, 2004, prepared by Yarbrough-Williams & Houle, Inc., recorded in Map Book 42 at pages 299 and 301 of the Mecklenburg Public Registry.

EXHIBIT "B"

TRACT ONE: All of that certain tract or parcel of land containing 1317.31 acres, more or less, shown on the plat entitled "Boundary Survey – 1317.13 acres – Island Pointe" prepared by Yarborough Williams & Houle, Inc., and recorded in Map Book 40 at pages 301 through 313 of the Mecklenburg Public Registry, less and except the property described on Exhibit "A" attached to this Declaration.

TRACT TWO: All of that certain tract or parcel of land containing 207.80 acres, more or less, shown on the plat entitled "Boundary Survey – 207.80 acres – Island Pointe – Parcel B" prepared by Yarborough Williams & Houle, Inc., and recorded in Map Book 40 at pages 271 through 275 of the Mecklenburg Public Registry.

TRACT THREE: All of that certain tract or parcel of land containing 311.90 acres, more or less, shown on the plat entitled "Boundary Survey – 311.90 acres – Island Pointe – Parcel C" prepared by Yarborough Williams & Houle, Inc., and recorded in Map Book 40 at pages 315 through 319 of the Mecklenburg Public Registry.

EXHIBIT "C"

**ARTICLES OF INCORPORATION
OF
THE SANCTUARY AT LAKE WYLIE PROPERTY OWNERS ASSOCIATION, INC.**

A Nonprofit Corporation

The undersigned incorporator hereby forms a nonprofit corporation (the "Corporation") under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina entitled the "North Carolina Nonprofit Corporation Act" (the "Act"), and to that end hereby sets forth:

1. The name of the Corporation is "The Sanctuary at Lake Wylie Property Owners Association, Inc."

2. The street and mailing address and county of the principal office of the Corporation is Wachovia Building, 400 South Tryon Street, 13th Floor, Charlotte, Mecklenburg County, North Carolina 28202. The street address and county of the initial registered office of the Corporation are 325 Hillsborough Street, Raleigh, Wake County, North Carolina 27603, and the name of the initial registered agent of the Corporation at such CT Corporation System. The mailing address of the initial registered office of the Corporation is the same as the street address.

3. The name and address of the incorporator are Brian P. Evans, Kennedy Covington Lobdell & Hickman, L.L.P, Hearst Tower, 47th Floor, 214 North Tryon Street, Charlotte, NC 28202.

4. The Corporation shall have members, divided into such classes, and with such designations, qualifications, rights and obligations, as shall be set forth in the Bylaws.

5. The purposes for which the Corporation is organized are:

(a) To carry on one or more exempt functions of a homeowners association under the Internal Revenue Code of 1986, as amended (the "Code"), including those activities related to the acquisition, construction, management, maintenance, and care of "association property" (as defined in Section 528(c)(4) of the Code), all pursuant to such rules and policies as shall be set forth in its Bylaws; and

(b) To do such other acts and things, and engage in any lawful act or activity, for which corporations may be organized under, and as are authorized and permitted by, the Act and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized;

provided, however, that in all events and circumstances, no part of any net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member of the Corporation or to the benefit of any private shareholder or individual (as defined in accordance with Treasury Regulations Section 1.528-7 promulgated under the Code), the Corporation being organized to provide, among other things, for the acquisition, construction, management, maintenance, and care of association property.

6. In the event of a dissolution and/or liquidation of the Corporation, all of the residual assets of the Corporation shall be distributed to such organizations that are exempt under Section 501(c)(3) or Section 528(c)(4) of the Code or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purposes of the Corporation.

7. To the fullest extent permitted by applicable law, no director of the Corporation shall have any personal liability arising out of any action whether by or in the right of the Corporation or otherwise for monetary damages for breach of any duty as a director. This Article shall not impair any right to indemnity from the Corporation that any director may now or hereafter have. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director with respect to acts or omissions occurring prior to such repeal or modification.

8. The number of directors of the Corporation shall be fixed by the Bylaws. The number of directors constituting the initial Board of Directors shall be five (5) and the names and addresses of the persons who are to serve as directors until their successors are duly elected and qualified are:

Name Address

Arthur W. Fields
400 South Tryon Street, 13th Floor (P.O. Box 1003)
Charlotte, North Carolina 28202 (28201)

Arthur P. Raymond, III
400 South Tryon Street, 13th Floor (P.O. Box 1003)
Charlotte, North Carolina 28202 (28201)

H. Thomas Webb, III
400 South Tryon Street, 13th Floor (P.O. Box 1003)
Charlotte, North Carolina 28202 (28201)

R. Wayne McGee
400 South Tryon Street, 13th Floor (P.O. Box 1003)
Charlotte, North Carolina 28202 (28201)

Allen S. Harrington
400 South Tryon Street, 13th Floor (P.O. Box 1003)
Charlotte, North Carolina 28202 (28201)

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, this _____ day of _____, 2004.

Brian P. Evans, Incorporator

EXHIBIT "D"

BYLAWS

OF

THE SANCTUARY AT LAKE WYLIE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is The Sanctuary at Lake Wylie Property Owners Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be located in Mecklenburg County, North Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II

DEFINITIONS

All capitalized terms when used in these By-Laws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Sanctuary entered into by The Sanctuary at Lake Wylie, LLC, and duly recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina (hereinafter referred to as the "Declaration").

ARTICLE III

MEETINGS OF ASSOCIATION MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association Members shall be held on the third (3rd) Tuesday in February of 2005, and each subsequent regular annual meeting of the Association Members shall be held on the third (3rd) Tuesday in February each year thereafter, at a time designated by the Board. If the day for the annual meeting of the Association Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Association Members may be called at any time by (a) the President or by the Board or (b) by the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at a proposed special meeting upon the delivery to the Association's Secretary of one or more signed and dated written demands describing the purpose or purposes for which it is to be held. Any such special meeting called by the Association Members in the manner described in (b) above shall be held within thirty (30) days after the delivery of such written demand by the holders of at least ten percent (10%) of the votes entitled to be cast at such meeting.

Section 3. Place of Meetings. All meetings of the Association Members shall be held at such place, within Mecklenburg County, North Carolina, as shall be determined by the Board.

Section 4. Notice of Meetings. Written notice of each meeting of the Association Members shall be given by, or at the direction of, the Association's Secretary or other person authorized to call the meeting, by first class, registered or certified mail, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Association Member entitled to vote thereat, addressed to the Association Member's address last appearing on the books of the Association, or supplied by such Association Member to the 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 purpose of the meeting.

Section 5. Membership in the Association. Each and every Owner of a Lot shall automatically become and be an Association Member. In addition, for so long as Declarant owns any part of the Property, Declarant shall be an Association Member.

Section 6. Classes of Voting Right. The Association shall have two (2) classes voting membership:

Class I. Class I Association Members shall be all Association Members with the exception of Declarant. Class I Association Members shall be entitled to one (1) vote for each Lot owned by such Association Member. 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 Lot. At any meeting of the Association Members, a representation by any one such owner that the owners of said Lot have agreed to a vote shall be conclusive unless another such owner contests such representation at such meeting prior to the casting of such vote.

Class II. The Class II Association Member shall be Declarant. The Class II Association Member shall be entitled to twenty (20) votes for each Lot owned by Declarant.

Section 7. Cessation of Class II Membership. Notwithstanding anything contained herein to the contrary, the Class II Association Membership shall cease and be converted to a Class I Association Membership on the earlier to occur of (a) the date on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that its Class II Membership cease and be converted to Class I Membership (which election may be made, if at all, upon Declarant giving written notice of its election to the Board); or (c) December 31, 2030. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class I Association Member.

Section 8. Quorum and Voting. The presence at the meeting of Association Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to be cast by all classes of the Association Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws; if, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Proxies. At all meetings of Association Members, each Association Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary. Every proxy shall be revocable.

Section 10. Action by Association Members. Except as may be otherwise specifically set forth in the Declaration, the Articles or these Bylaws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or represented by legitimate proxy at a legally constituted

meeting at which a quorum is present, shall be the act of the Association Members. Notwithstanding the above, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the Project or any part thereof; or (2) assert a claim against or sue Declarant.

Section 11. Waiver of Notice. Any Association Member may, at any time, waive notice of any meeting of the Association Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Association Member at any meeting of the Association Members shall constitute a waiver of notice by him of the time and place thereof except where an Association Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Association Members are present at any meeting of the Association Members, no notice shall be required and any business may be transacted at such meeting.

Section 12. Informal Action by Association Members. Any action which may be taken at a meeting of the Association 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 Association Members who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Appointment. The business and affairs of the Association shall be managed by a Board of five (5) directors who are appointed by Declarant so long as Declarant owns any Lot or other portion of the Property, and by a Board of at least five (5) directors elected by the Association Members as provided by these Bylaws thereafter. The directors need not be Association Members. Notwithstanding the foregoing, the Declarant may choose, in its sole discretion, to relinquish its right to appoint the members of the Board prior to the time that it owns no portion of the Property, whereupon the Association Members shall thereafter elect the members of the Board in accordance with these Bylaws. Furthermore, Declarant may choose, in its sole discretion, to relinquish its right to appoint all members of the Board in phases by appointing some, but not all, members of the Board, in which case Association Members shall elect members of the Board not appointed by Declarant in accordance with these Bylaws.

Section 2. Initial Directors. The initial directors shall be appointed by the Declarant. Such initial directors shall serve from the date upon which the Declaration is recorded in the Office of the Register of Deeds of Mecklenburg County, North Carolina, until such time as their successors are duly appointed or elected and qualified.

Section 3. Nomination. Nominations for election to the Board shall be made by a Nominating Committee. Subject to Section 1 of this Article IV, nominations may also be made from the floor at the annual meeting. Subject to Section 1 of this Article IV, the Nominating Committee shall consist of a Chairman, who shall be an Association Member or a member of the Board, and two (2) or more Association Members. The Nominating Committee shall be appointed by the Board prior to the annual meeting following the first election of directors and each annual meeting of the Association Members thereafter, 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 such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Prior to the relinquishment by Declarant of its right to

appoint members of the Board, Declarant may appoint a Nominating Committee at its discretion to nominate Association Members for election to the Board for those positions on the Board to be filled by election of the Association Members.

Section 4. Election. Except as otherwise provided in this Article, including Section 1 hereof, directors shall be elected at the annual meeting of the Association Members and said election shall be by written ballot. At such election, the Association Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles, these Bylaws and the Declaration. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was appointed or elected, or until his death, resignation, retirement, removal, disqualification or until his successor is appointed or elected and qualified. Subject to Section 1 of this Article IV, at the first election of directors, the Association Members shall elect one (1) member of the Board for a term of three (3) years, who shall be the person receiving the largest number of votes, two (2) members of the Board for a term of two (2) years, who shall be the people receiving the second and third largest number of votes, and two (2) members of the Board for a term of one (1) year, who shall be the people receiving the fourth and fifth largest number of votes. At all annual elections thereafter but subject to Section 1 of this Article IV, director(s) shall be elected by the Association Members to succeed the director(s) whose term(s) then expire(s), and thereafter each director's term shall be three (3) years. Nothing herein contained shall be construed to prevent the election of a director to succeed himself. Votes shall be tallied at the meeting where they are so cast and, in the event of a tie vote, a run-off election shall be conducted at the same meeting. Terms of any directors elected by Association Members for positions on the Board prior to complete relinquishment by Declarant of all of its right to appoint members of the Board shall be as Declarant shall, in its discretion, determine.

Section 6. Removal. Subject to Section 1 of this Article IV, any newly elected director may be removed from the Board, with or without cause, by a majority vote of the Association Members. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Association Members may elect a director at any time to fill any vacancy not filled by the directors or, if applicable, not appointed by the Declarant.

Section 7. Compensation. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board shall be held on a regular basis as often as the Board sees fit on such days and 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 shall be held when called by the President of the Association, or by any two 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 such action is signed by all of 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 shall be elected by the directors and shall preside over all Board meetings until the President of the 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 and serve until a new President is elected.

Section 6. Participation by Conference Telephone. Any one or more directors may participate in a meeting of the Board by means of a conference telephone or similar communications device that allows all directors participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

ARTICLE VI

POWERS OF THE BOARD

The Board, for the mutual benefit of the Association Members and the Owners, shall have the following specific powers and rights (without limitation of other powers and rights the Board may have):

- (a) To enter into or assume Declarant's obligations under and accept assignments of agreements with the appropriate governmental authorities to enable the Association to improve and maintain the Common Areas and Maintenance Areas or portions thereof;
- (b) To make reasonable rules and regulations for the use and operation of the Common Areas and Maintenance Areas, and to amend them from time to time;
- (c) To enter into or assume Declarant's obligations under and accept assignments of agreements or contracts with insurance companies with respect to insurance coverage relating to the Common Areas and Maintenance Areas and/or the Association;
- (d) To enter into or assume Declarant's obligations under and accept assignments of agreements or contracts, including street light leases, with utility companies with respect to utility installation, consumption and service matters relating to the Common Areas, Maintenance Areas and/or the Association;
- (e) Subject to the affirmative vote of no less than a majority of all votes present, in person or by proxy, at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws, to borrow funds to pay costs of operation of the Association, which borrowings may be secured by assignment or pledge of rights against delinquent Owners or by liens on other Association assets, if the Association Members see fit; provided; however, until such time as Declarant no longer owns any portion of the Property, the Board may not mortgage any portion of the Common Area without the prior written approval of Declarant;

- (f) To enter into or assume Declarant's obligations under and accept assignments of contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- (g) To the extent permitted in the Declaration and these Bylaws, to sue or defend in any court of law in behalf of the Association;
- (h) To levy assessments in accordance with the provisions of the Declaration;
- (i) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property of the Association and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;
- (j) To exercise for the Association all powers, duties and authority vested in or delegated by the Declaration, these Bylaws, or the Articles to the Association and not reserved to the Association Members or Declarant by other provisions of the Declaration, these Bylaws or the Articles;
- (k) To declare the office of a member of the Board to be vacant in the event such member shall be absent, without the consent of the Board, from three (3) consecutive regular meetings of the Board;
- (l) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation;
- (m) To enter into or assume Declarant's obligations under and accept assignments of agreements or contracts with builders regarding the construction of Improvements on Lots located in the Project, and to require that all Owners building Improvements on Lots use only a Guild Builder;
- (n) To retain the services of legal and accounting firms;
- (o) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
- (p) To the extent permitted in the Declaration, these Bylaws, and the North Carolina Planned Community Act [Chapter 47F of the North Carolina General Statutes]) to enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules made thereunder or hereunder and to enjoin and/or, at its discretion, seek damages or other relief and impose fines for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions or rules pursuant to the provisions of the Declaration;
- (q) To contract with any third party or any Association Member (including, without limitation, Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms of the Declaration and these Bylaws, upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association;
- (r) To employ or retain the services of professional architects or other Persons to serve on or advise the Architectural Control Committee and/or the Architectural Changes Committee;
- (s) To grant all necessary easements and rights-of-way over and across the Common Areas when in its sole discretion it deems such an action to be necessary and appropriate, including, but not limited to,

easements for the installation and maintenance of electrical, telephone, cablevision, water, sewerage and other utilities and drainage facilities; provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not grant such an easement or right-of-way without the prior written approval of Declarant;

(t) Subject to the requirements of North Carolina General Statutes § 47F-3-112, to convey fee simple title to all or any part of the Common Area when in its sole discretion it deems such an action to be necessary and appropriate; provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not convey any portion of the Common Area without the prior written approval of Declarant;

(u) To contract with any third party, including any other property owners association, for the sharing of costs of maintaining Maintenance Areas;

(v) To take any and all other actions, and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations under the Declaration or these Bylaws or for the operational protection of the Association;

(w) To adopt reasonable rules from time to time governing conduct of Owners and other Persons occupying or otherwise located on the Property;

(x) To grant licenses to third parties, on such terms and conditions as the Board deems desirable, for the use of all or a portion of the Common Areas, including, without limitation, the Amenity Area.

Notwithstanding anything contained herein to the contrary, none of the above-described rights and powers of the Board shall be obligatory on the part of the Board, and the failure or refusal by the Board to implement any such rights and powers shall not constitute a breach or default by the Board of any duties or obligations arising hereunder or otherwise owing to the Association Members.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President, a Vice-President, 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 following each annual meeting of the Association Members.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the 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 by 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 or she 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. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers, unless otherwise stated by a resolution of the Board, are as follows:

(a) President: The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes and other written instruments and may co-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 Association Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Association Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board; and

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, shall sign all checks and promissory notes of the Association, shall keep proper books of account, and shall prepare an annual report to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Association Members.

ARTICLE VIII

COMMITTEES

Subject to Section 1, of Article IV of these Bylaws, the Board shall appoint a Nominating Committee as provided in Section 3, of Article IV of these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As described more particularly in, and subject in all respects to, the Declaration, each Member is obligated to pay to the Association, among other assessments, charges and amounts, Annual Assessments, Special Assessments, Special Individual Assessments, and, as applicable, Boatslip Assessments, all of which are secured by a continuing lien upon each Lot in the Property. Any Assessments which are not paid when due shall be delinquent. If an Assessment is delinquent, as more particularly described in the Declaration, the Assessment shall bear interest from the due date until the date such Assessment and interest thereon is paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the portions of the Property and improvements thereon owned by the defaulting Owner as of the Assessment due date. Additionally, the late charges, costs of collection and reasonable attorneys' fees related to any such action or foreclosure shall be added to the amount of such Assessment, all as more particularly described in the Declaration. No Owner may exempt himself or herself from liability for Assessments or waive or otherwise escape liability from the Assessments by non-use of the Common Areas or abandonment of his or her property.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal circular in form having within its circumference the name of the Corporation, the state of its incorporation, the year of its incorporation, and the word "SEAL."

ARTICLE XII

AMENDMENTS

Subject to the limitations hereinafter contained, the Articles and these Bylaws may be amended or modified at any time by a vote of no less than fifty-one percent (51%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if fifty-one percent (51%) of all votes entitled to be cast by the Association Members cannot be obtained at such a meeting, then the Articles and these Bylaws may be amended by obtaining the vote of fifty-one percent (51%) of all votes present at a duly held meeting of the Association Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Association Members holding a sufficient number of votes to comprise, along with such voting Association Members, a total of fifty-one percent (51%) of all votes entitled to be cast by Association Members. Further provided, that any amendment or modification to the Articles and these Bylaws must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property, which consent

Declarant may grant or withhold in its sole discretion. In addition, Declarant, without obtaining the approval of any other Association Member or any other Owner or Owners other than Declarant, may make amendments or modifications to the Articles and these Bylaws for so long as Declarant owns any Lot or other portion of the Property. Any amendment or modification effected pursuant to this Article XII shall become effective with respect to these Bylaws when an instrument is filed of record in the Office of the Register of Deeds for Mecklenburg County, North Carolina; provided, however, such an amendment or modification, in lieu of being executed by the Association Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Association Members, as provided in this Article XII and when, with respect to the Articles, any amendment or modification is filed of record in the Office of the North Carolina Secretary of State.

ARTICLE XIII

MISCELLANEOUS

Section 1. The fiscal year of the 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.

Section 2. In the case of any conflict between the Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws or the Articles, the Declaration shall control.

ARTICLE XIV

LIABILITY LIMITS; INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

Neither Declarant, nor any Association Member, nor the Board, nor the Association, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or

criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, these Bylaws, agreement, vote of Association Members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his or her behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

FOR REGISTRATION JUDITH A. EISSON
 REGISTER OF DEEDS
 MECKLENBURG COUNTY, NC
 2004 SEP 28 03:55 PM
 BK:17807 PG:456-458 FEE:\$17.00
 INSTRUMENT # 2004208697



2004208697

**FIRST SUPPLEMENTAL DECLARATION TO
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR THE SANCTUARY**

THIS FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SANCTUARY (the "Supplemental Declaration") is made as of the 27th day of September, 2004, by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions for The Sanctuary recorded in Book 17763 at Page 774 in the Office of the Register of Deeds for Mecklenburg County, North Carolina (as previously amended and supplemented, the "Declaration"), Declarant subjected certain real property in Mecklenburg County, North Carolina, to the protective covenants, conditions and restrictions set forth in the Declaration; and

WHEREAS, all defined terms used in this Supplemental Declaration, as indicated by the initial capitalization thereof, shall, unless otherwise specifically defined herein, be deemed to have the same meaning as assigned to such terms in the Declaration; and

WHEREAS, in accordance with Article II, Section 2 of the Declaration, Declarant desires and intends to subject the hereinafter described real property to the protective covenants, conditions and restrictions set forth in the Declaration;

NOW, THEREFORE, Declarant hereby supplements the Declaration as follows:

1. Pursuant to Article II, Section 2 of the Declaration, Declarant hereby declares that Lot 1 of RECORD PLAT - 6.121 ACRES SANCTUARY MAP 1 as shown on the map or plat thereof recorded in Map Book 39, Page 924 in the Office of the Register of Deeds for

Drawn By: The Sanctuary at Lake Wylie, LLC
 Mail to: John W. Beddow
 James, McElroy & Diehl, P.A.
 600 South College Street
 Charlotte, NC 28202

2231653

Mecklenburg County, North Carolina (the "Additional Property") shall hereafter be held, used, operated, assigned and transferred subject to the protective covenants, conditions and restrictions and all other terms and provisions set forth in the Declaration (as same has previously been, is hereby and may further be amended or supplemented from time to time); and, whenever referred to therein, the term "Property" shall include the Additional Property.

2. Except as expressly supplemented herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed as of the day and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: *Arthur P. Raymond, III*
Name: Arthur P. Raymond, III
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Sharon C. Arrowood, a Notary Public for said County and State, do hereby certify that Arthur P. Raymond, III personally came before me this day and acknowledged that he is Vice President of The Sanctuary at Lake Wylie, LLC, a Delaware limited liability company (the "LLC"), and that by authority duly given, he duly executed the foregoing instrument on behalf of the LLC as its act and deed.

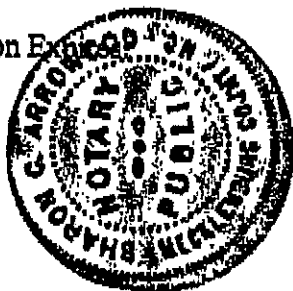
Witness my hand and official stamp or seal this 27th day of September, 2004.

[NOTARIAL SEAL]

Sharon C Arrowood
NOTARY PUBLIC

My Commission Expires

10/13/2008





JUDITH A. GIBSON
 REGISTER OF DEEDS, MECKLENBURG
 COUNTY & COURTS OFFICE BUILDING
 720 EAST FOURTH STREET
 CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

Filed For Registration: 09/28/2004 03:55 PM
 Book: RE 17807 Page: 450-452
 Document No.: 2004208887
 RESTR 3 PGS \$17.00

Recorder: ANNA GRAY

State of North Carolina, County of Mecklenburg

The foregoing certificate of SHARON C ARWOOD Notary is certified to be correct. This 28TH of September 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: Anna Gray
 Deputy/Assistant Register of Deeds



2004208887

FILE COPY	
FILED FOR REGISTRATION	DOC. # 240760
DATE 11-16-04	TIME 2:56
BOOK 18008	PAGE 428
STAMPS	REG FEE \$ 42.00
JUDITH A. GIBSON, REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 NOV 12 11:58 AM
BK: 17995 PG: 462-465 FEE: \$20.00

INSTRUMENT # 2004238787



2004238787

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE SANCTUARY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - THE SANCTUARY (this "Amendment") is made and entered into this 12th day of November, 2004, by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company ("Declarant").

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions - The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry, as supplemented by First Supplementary Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the "Declaration").

Neither the Declaration, nor the Plats, nor any other document previously recorded, establishes the Pier Zones adjacent to the Waterfront Lots, and Declarant desires to amend the Declaration to establish the Pier Zones.

Declarant, pursuant to Article XII, Section 3, of the Declaration, has the right to amend the Declaration, and desires to amend the Declaration to establish the Pier Zones.

This Amendment is being re-recorded pursuant to N.C.G.S. 47-36.1 for the purpose of including sheets 2 - 8 of Exhibit A hereto inadvertently omitted from the original recording hereof (said original recording not having been effected by Kennedy, Covington, Lobdell & Hickman, L.L.P.). The foregoing statement of explanation is made by Brian P. Evans, the attorney who drafted the Amendment.

Drawn by and mail to:
Brian P. Evans
Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower, 47th Floor, 214 North Tryon Street
Charlotte, NC 28202


Brian P. Evans

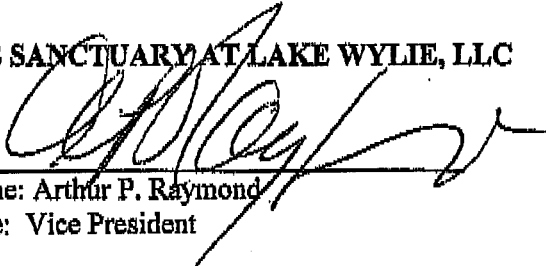
NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration, as follows:

1. Pier Zones. The Pier Zones are shown on the pages attached hereto collectively as Exhibit A and incorporated herein by this reference.

2. General Terms. All capitalized terms not otherwise defined in this Amendment shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC

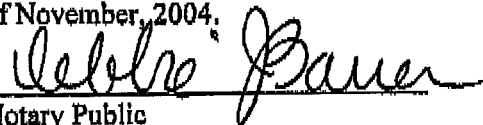
By: 
Name: Arthur P. Raymond
Title: Vice President

STATE OF NORTH CAROLINA

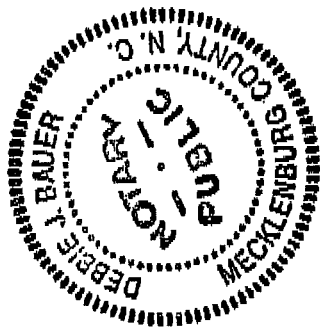
COUNTY OF MECKLENBURG

I, Debbie J. Bauer, a Notary Public of the County and State aforesaid, certify that Arthur P. Raymond personally came before me this day and acknowledged that s/he is Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, and that he/she, as Vice President, being authorized to do so, executed, the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this 12th day of November, 2004.

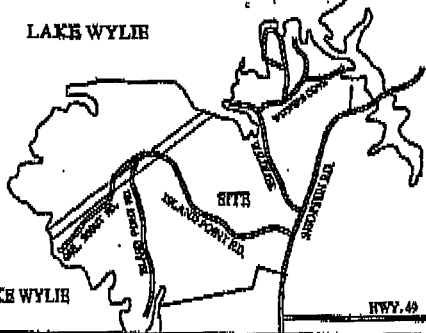

Notary Public
My Commission Expires: July 15, 2006

[SEAL]



LOCATION MAP - NOT TO SCALE

LAKE WYLIE



LAKE WYLIE

HWY. 49

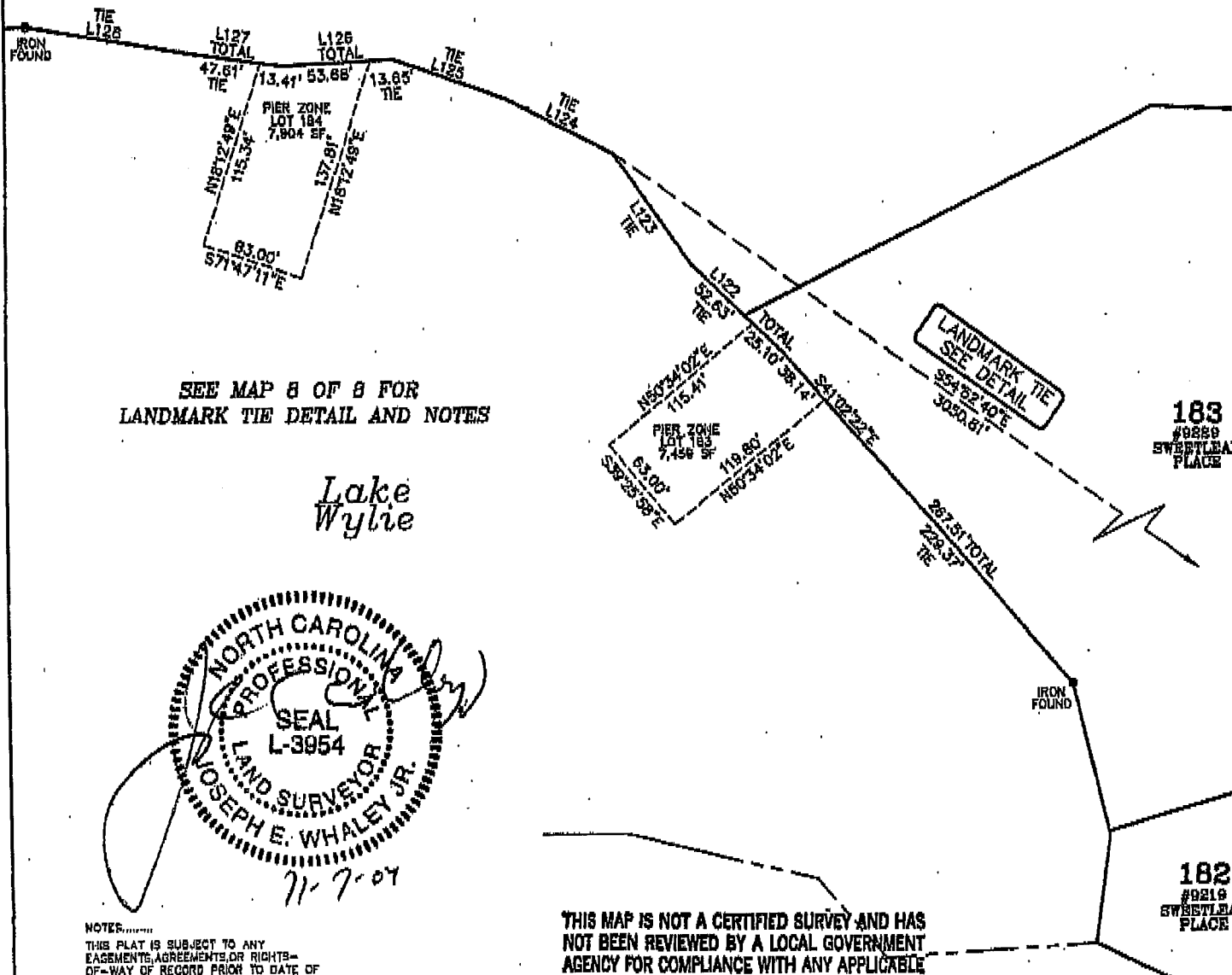
EXHIBIT "A"

COS

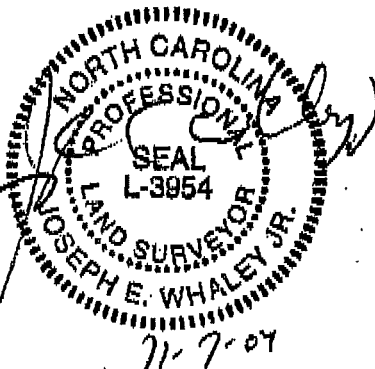
NC GRID - NAD 83 - SPC 97

184
#0855
SWEETLEAF
PLACE

THE SANCTUARY
PHASE 1 SHEET 2
MB 42-299 & 42-3



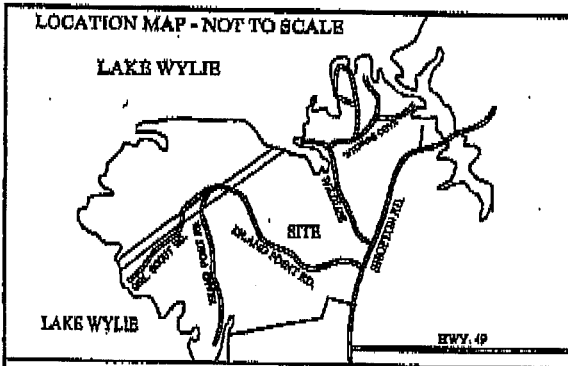
SEE MAP 8 OF 8 FOR LANDMARK TIE DETAIL AND NOTES



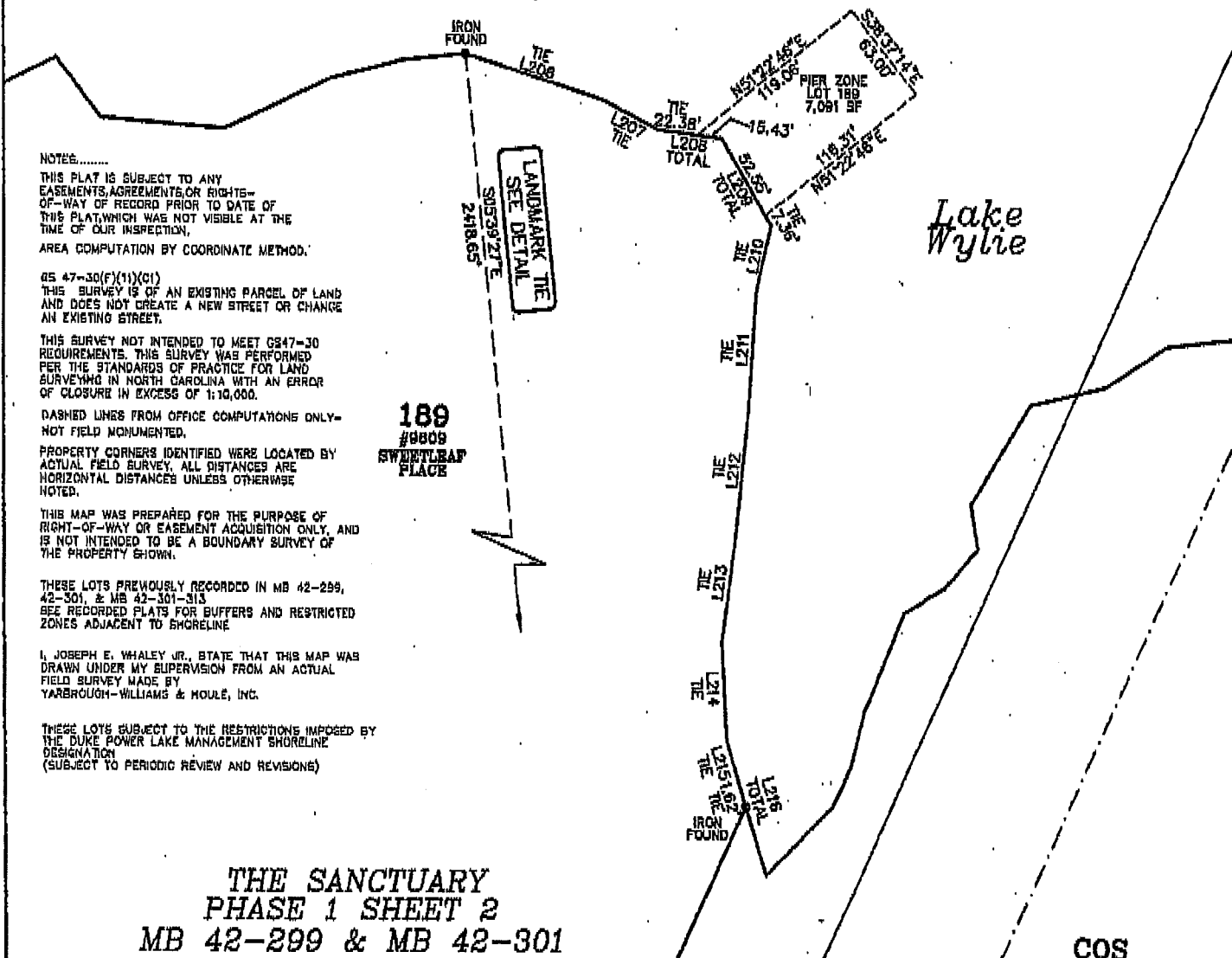
NOTES.....
 THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF HIS INSPECTION.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

EXHIBIT "A"



NC GRID - NAD 83 - SPC 97



NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(C1)

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD MONUMENTED.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313 SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & MOULÉ, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

**THE SANCTUARY
PHASE 1 SHEET 2
MB 42-299 & MB 42-301**

COS

THIS MAP IS NOT A...

NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

BB 47-30(P)(1)(C1)

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

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I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOWLE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

NC GRID - NAD 83 - SPC 97



LOCATION MAP - NOT TO SCALE

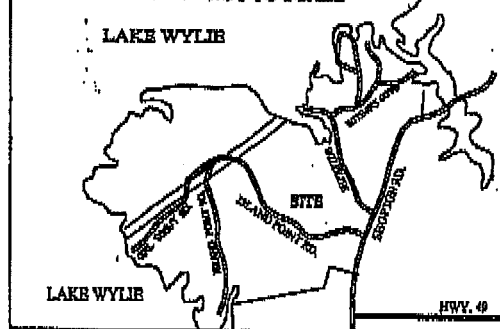
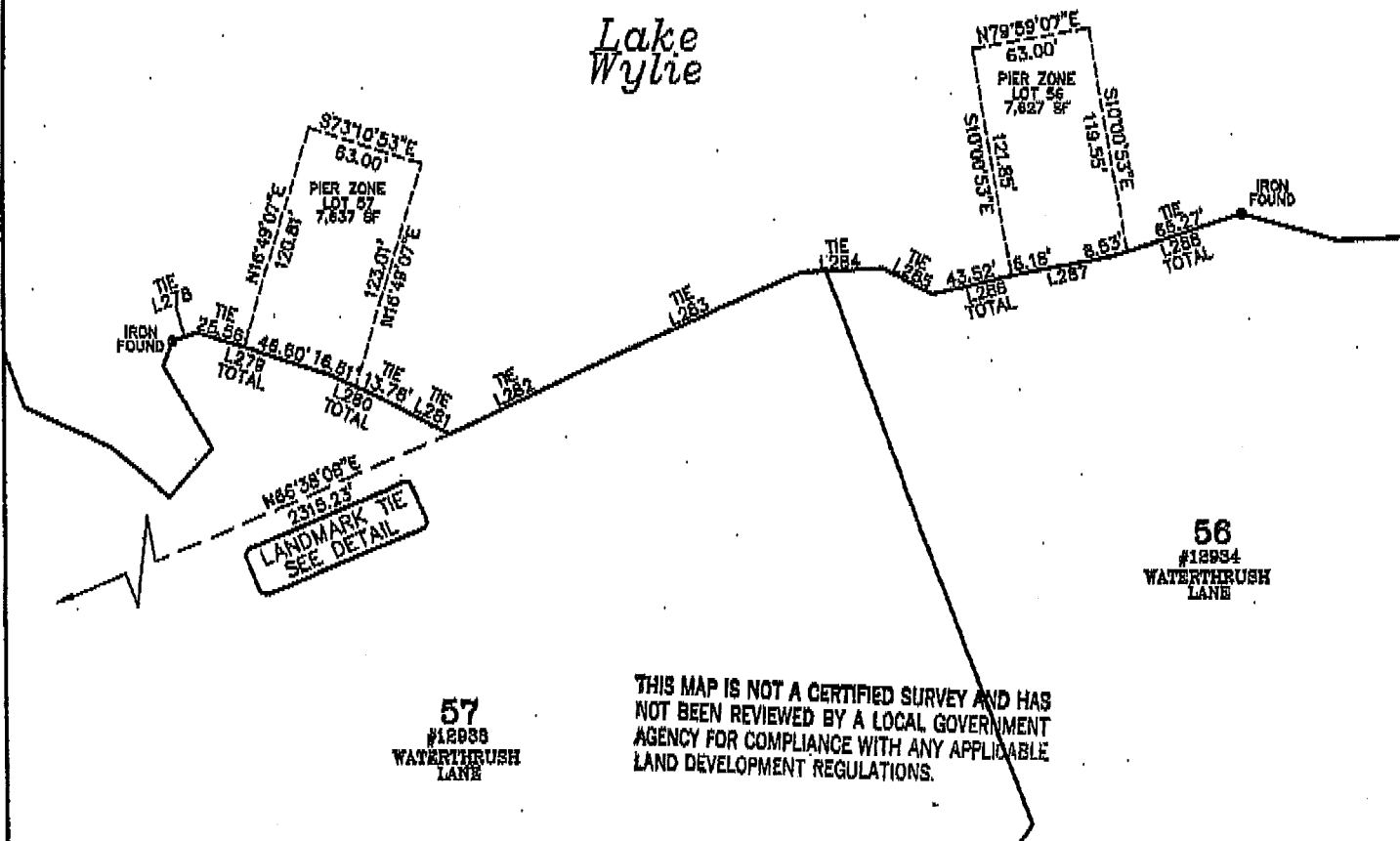


EXHIBIT "A"

Lake Wylie

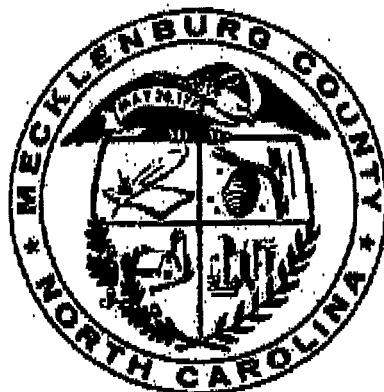


57 #18938 WATERTHRUSH LANE

56 #18934 WATERTHRUSH LANE

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

THE SANCTUARY



JUDITH A. GIBSON
 REGISTER OF DEEDS, MECKLENBURG
 COUNTY & COURTS OFFICE BUILDING
 720 EAST FOURTH STREET
 CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

Filed For Registration: 11/12/2004 11:56 AM
 Book: RE 17995 Page: 462-465
 Document No.: 2004238787
 RESTR 4 PGS \$20.00

Recorder: GRACE TUCKER

State of North Carolina, County of Mecklenburg

The foregoing certificate of DEBBIE J BAUER Notary is certified to be correct. This 12TH of November 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: _____
 Deputy/Assistant Register of Deeds

JAG *UTG*



2004238787

FILE COPY	
FILED FOR REGISTRATION	DOC. # 127291
DATE 7-7-05	TIME 11:37
BOOK 19000	PAGE 522
STAMPS \emptyset	REC FEE 41.00
JUDITH A. GIBSON, REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**SECOND SUPPLEMENTAL DECLARATION
AND
AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE SANCTUARY

THIS SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Second Supplemental”) is made and entered into this thirteenth day of June, 2005, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”).

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the “Original Declaration”), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the “First Supplemental”), and as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg Public Registry (the “First Amendment”) (the Original Declaration, as so supplemented and amended, is hereinafter referred to as the Declaration).

Pursuant to Article II, Section 2 of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration in the Mecklenburg Public Registry.

Declarant desires to supplement the Declaration to cause those portions of the Additional Property described on the Plats of “The Sanctuary – Phase 2” recorded in Map Book 43 at Pages 705,

Drawn by and mail to:
Brian P. Evans
Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower, 47th Floor, 214 North Tryon Street
Charlotte, NC 28202

707, 709, and 711 of the Mecklenburg Public Registry (the "Phase 2 Property Plats") (such portion of the Additional Property being hereinafter referred to as the "Phase 2 Property"), to be made subject to the terms and scheme of the Declaration

Declarant, pursuant to Article XII, Section 3, of the Declaration, has the right to amend the Declaration, and desires to amend the Declaration to establish the Pier Zones for the Waterfront Lots shown on the Phase 2 Property Maps.

NOW, THEREFORE, Declarant, by this Second Supplemental, does hereby supplement and amend the Declaration, as follows:

1. Supplement to Declaration. Declarant does hereby declare that all of the Phase 2 Property as shown on the Phase 2 Property Plats is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Second Supplemental, all of which shall run with the title to the Phase 2 Property, and be binding upon all parties owning any right, title or interest in and to the Phase 2 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Supplements to Definitions. The definitions set forth in Article I of the Original Declaration are hereby supplemented as follows:


- a. The term "Plat" as defined in Section 36 includes the Phase 2 Property Plats.
- b. The term "Property as defined in Section 38 includes the Phase 2 Property.
- c. The term "Shared Private Boatslip Lots" as defined in Section 45 includes Lots 27 and 28 (which share a Shared Private Pier), and Lots 30, 31, and 32 (which share a Shared Private Pier).
- d. The term "Supplemental Declaration" as defined in Section 50 includes this Second Supplemental.
- e. The term "Trail System" as defined in Section 51 (and in Article X, Section 7, of the Original Declaration) includes the areas marked as "Concrete Sidewalk Easement," "Soft Surface Trail Easement," and by similar designations on the Phase 2 Property Plats.
- f. The term "Waterfront Lots" as defined in Section 54 includes Lots 25, 169, 170, 171, 172, 173, 174, 175, and 176 as shown on the Phase 2 Property Plats.

2. Pier Zones. The Pier Zones for the Waterfront Lots shown on the Phase 2 Property Plats are shown on the pages attached hereto collectively as Exhibit A and incorporated herein by this reference.

3. General Terms. All capitalized terms not otherwise defined in this Amendment shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Second Supplemental to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC


By: 
Name: Allen S. Harrington
Title: Vice President

STATE OF NORTH CAROLINA

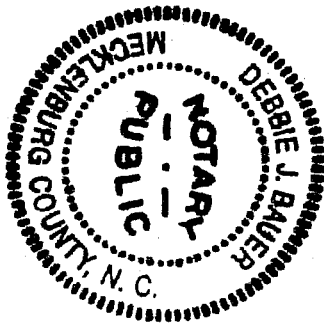
COUNTY OF MECKLENBURG

I, Debbie J. Bauer, a Notary Public of the County and State aforesaid, certify that Allen S. Harrington personally came before me this day and acknowledged that s/he is Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, and that he/she, as Vice President, being authorized to do so, executed, the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this thirteenth day of June, 2005.


Notary Public
My Commission Expires: July 15, 2006

[SEAL]



FILE COPY	
FILED FOR REGISTRATION	DOC. # 880512
DATE 10/6/05	TIME 10:50 am
BOOK 19454	PAGE 297
TAMPS 0	REC FEE 23.00
JUDITH A. GIBSON, REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE SANCTUARY**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Second Amendment”) is made and entered into this 23rd day of September, 2005, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”).

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the “Original Declaration”), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the “First Supplemental”), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg Public Registry (the “First Amendment”), and as amended and supplemented by Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 19000 at page 522 of the Mecklenburg County Public Registry (the “Second Supplemental”) (the Original Declaration, as so supplemented and amended, is hereinafter referred to as the Declaration).

Declarant, pursuant to Article XII, Section 3, of the Declaration, has the right to amend the Declaration, and desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Second Amendment, does hereby amend the Declaration as follows:

Drawn by and mail to:
 Brian P. Evans
 Kennedy Covington Lobdell & Hickman, L.L.P.
 Hearst Tower, 47th Floor, 214 North Tryon Street
 Charlotte, NC 28202

2359296.01
 LIB: CHARLOTTE

1. Article VII, Section 28. Boatslips, Docks, and Piers. Article VII, Section 28, of the Original Declaration is hereby amended and restated to read in its entirety as follows:

The Owner of a Waterfront Lot may construct one (1) pier within the Pier Zone, if any, adjacent to said Waterfront Lot (in accordance with the applicable provisions of the Guidelines), provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views, and all such improvements must be submitted to the Architectural Control Committee for review and approval in accordance with the Guidelines and the applicable provisions of this Declaration. Enclosed docks or boat houses will not be allowed. All pier structures must be built in accordance with the specifications described in the Guidelines or provided to the Owner by the Architectural Control Committee. Any deviation from the Guidelines must be approved in writing by the Architectural Control Committee.

The placement, construction, or use of any pier, dock, boatslip structure or other improvement within or upon the waters of the Lake is and shall be subject to each of the following:

- (a) the Guidelines and any easements, restrictions, rules and regulations for construction and use promulgated by the Board and/or the Association;
- (b) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereon, including without limitation the Federal Energy Regulatory Commission; and
- (c) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of the Lake established by Duke Energy Corporation, its successors and assigns. (Duke Energy Corporation controls access to, and the use and level of, the waters of the Lake. All Owners, the Association, the Declarant and Guild Builders must receive a permit from Duke Energy Corporation [or a successor manager of the Lake, under authority from the Federal Energy Regulatory Commission] prior to any alterations therein.)

No pier, dock, boatslip structure or other similar improvement shall be constructed by Waterfront Lot Owners outside of the area designated as "Pier Zone" on the Plat(s) or in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration, or on any unrecorded map or plat prepared by Declarant and delivered to the Owner desiring to construct such pier, dock, boatslip structure or other similar improvement. Additionally, no boat (including a houseboat) docked at a fixed pier or a floating boat dock (appurtenant to any Waterfront Lot) shall be located outside the Pier Zone. Furthermore, each Waterfront Lot Owner shall be entitled to construct up to two (2) boatslips within the applicable Pier Zone, and in no event shall any additional boatslips, mooring posts or similar improvements be constructed within such Pier Zone. ALL WATERFRONT LOT OWNERS, BY PURCHASING PROPERTY SUBJECT TO THIS DECLARATION, ACKNOWLEDGE THAT THEY SHALL BE RESPONSIBLE FOR OBTAINING (AND FOR CONDUCTING ALL REQUIRED ACTIVITIES NECESSARY IN CONNECTION WITH OBTAINING) ANY

PERMIT, LICENSE OR LEASE ALLOWING FOR THE CONSTRUCTION AND USE OF ANY PIER, DOCK, BOATSLIP STRUCTURE OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE AND THAT SUCH PERMIT, LICENSE OR LEASE SHALL BE LIMITED IN DURATION, AND NEITHER DECLARANT, NOR THE ASSOCIATION, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES OF EITHER OF THEM, SHALL HAVE ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO ANY SUCH PERMIT, LICENSE OR LEASE.

Construction, use, operation, and maintenance of Shared Private Boatslips shall be in accordance with Article IV, Section 8, above.

2. Article V-A, Section 4. Exempt Transfers. Article V-A, Section 4, of the Original Declaration is hereby amended and restated to read in its entirety as follows;


Notwithstanding the above, no Transfer Fee shall be levied upon transfer of title to a Lot or Dwelling Unit:

- (a) by or to Declarant;
- (b) by a Guild Builder to the first Owner to occupy a Dwelling Unit upon or within a Lot,
- (c) by a Guild Builder to an Owner who has entered into a contract with such Guild Builder for construction of a Dwelling Unit on the transferred Lot to be occupied upon completion by such Owner,
- (d) by a co-owner of a Lot or Dwelling Unit to any Person who was also a co-owner of such Lot or Dwelling Unit immediately prior to such transfer;
- (e) to the Owner's estate, surviving spouse or child upon the death of the Owner;
- (f) to an entity wholly owned by the grantor; provided, however, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or
- (g) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

3. General Terms. All capitalized terms not otherwise defined in this Second Amendment shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC

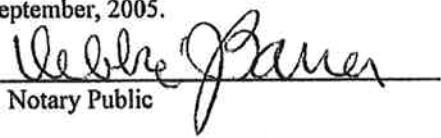
By: 
Name: Allen S. Harrington
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Debbie J. Bauer, a Notary Public of the County and State aforesaid, certify that Allen S. Harrington personally came before me this day and acknowledged that s/he is Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, executed, the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this 23rd day of September, 2005.


Notary Public

My Commission Expires: July 15, 2006

[SEAL]



INSTRUMENT # 2005225746



**THIRD SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE SANCTUARY**

THIS THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SANCTUARY (the "Supplemental Declaration") is made as of the 19th day of October, 2005, by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions for The Sanctuary recorded in Book 17763 at Page 774 in the Office of the Register of Deeds for Mecklenburg County, North Carolina (as previously amended and supplemented, the "Declaration"), Declarant subjected certain real property in Mecklenburg County, North Carolina, to the protective covenants, conditions and restrictions set forth in the Declaration; and

WHEREAS, all defined terms used in this Supplemental Declaration, as indicated by the initial capitalization thereof, shall, unless otherwise specifically defined herein, be deemed to have the same meaning as assigned to such terms in the Declaration; and

WHEREAS, in accordance with Article II, Section 2 of the Declaration, Declarant desires and intends to subject the hereinafter described real property to the protective covenants, conditions and restrictions set forth in the Declaration;

NOW, THEREFORE, Declarant hereby supplements the Declaration as follows:

1. Pursuant to Article II, Section 2 of the Declaration, Declarant hereby declares that the property described in Exhibit A attached hereto and made a part hereof (the "Additional Property") shall hereafter be held, used, operated, assigned and transferred subject to the

Drawn By: The Sanctuary at Lake Wylie, LLC
Mail to: John W. Beddow
James, McElroy & Diehl, P.A.
600 South College Street
Charlotte, NC 28202


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protective covenants, conditions and restrictions and all other terms and provisions set forth in the Declaration (as same has previously been, is hereby and may further be amended or supplemented from time to time); and, whenever referred to therein, the term "Property" shall include the Additional Property.

2. Except as expressly supplemented herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed as of the day and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: 
Name: Allen S. Harrington
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Debbie J. Bauer, a Notary Public for said County and State, do hereby certify that Allen S. Harrington personally came before me this day and acknowledged that he is Vice President of The Sanctuary at Lake Wylie, LLC, a Delaware limited liability company (the "LLC"), and that by authority duly given, he duly executed the foregoing instrument on behalf of the LLC as its act and deed.

Witness my hand and official stamp or seal this nineteenth day of October, 2005.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires:

July 15, 2006

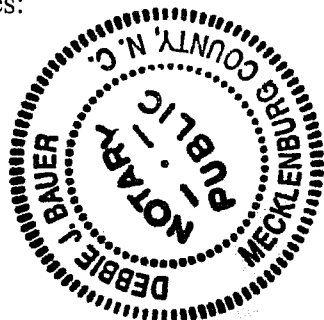
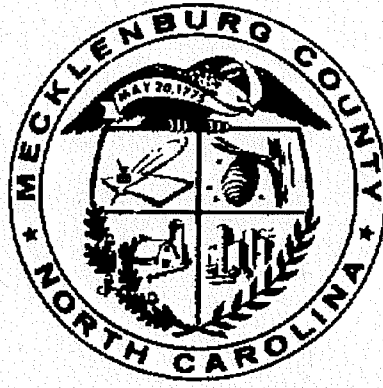


Exhibit A

BEING all of Lot 37 186,153 SF and all of COS 80,208 SF as shown on the plat entitled "RECORD PLAT -6.114 ACRE" recorded in Map Book 44 at Page 509 in the Mecklenburg County Public Registry.



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 11/09/2005 03:47 PM
Book: RE 19610 Page: 895-898
Document No.: 2005225746
RESTR 4 PGS \$20.00
Recorder: SERENA ROSS



2005225746



2005239885

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**FOURTH SUPPLEMENTAL DECLARATION
AND
AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE SANCTUARY**

THIS FOURTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Fourth Supplemental”) is made and entered into this twenty ninth day of November, 2005, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”).

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the “Original Declaration”), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the “First Supplemental”), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg Public Registry (the “First Amendment”), as supplemented and amended by Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19000 at page 522 of the Mecklenburg County Public Registry (the “Second Supplemental”), as amended by Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19454 at page 297 of the Mecklenburg County Public Registry (the “Second Amendment”), and as supplemented by Third Supplemental Declaration of Covenants, conditions, and Restrictions for the Sanctuary recorded in Book 19610 at page 895 (the “Third Supplemental”) (the Original Declaration, as so supplemented and amended, is hereinafter referred to as the Declaration).

Drawn by and mail to:
Brian P. Evans
Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower, 47th Floor, 214 North Tryon Street
Charlotte, NC 28202

2376704.02
LIB: CHARLOTTE

Pursuant to Article II, Section 2 of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration in the Mecklenburg County Public Registry.

Declarant desires to supplement the Declaration to cause those portions of the Additional Property described on the Plats of "The Sanctuary – Phase 3" recorded in Map Book 44 at Pages 608, 610, and 612 of the Mecklenburg County Public Registry (the "Phase 3, Maps 1 and 2 Property Plats") (such portion of the Additional Property being hereinafter referred to as the "Phase 3, Maps 1 and 2 Property"), to be made subject to the terms and scheme of the Declaration.

Declarant, pursuant to Article XII, Section 3, of the Declaration, has the right to amend the Declaration, and desires to amend the Declaration to establish the Pier Zones for the Waterfront Lots shown on the Phase 3, Maps 1 and 2 Property Plats.

NOW, THEREFORE, Declarant, by this Fourth Supplemental, does hereby supplement and amend the Declaration, as follows:

1. Supplement to Declaration. Declarant does hereby declare that all of the Phase 3, Maps 1 and 2 Property as shown on the Phase 3, Maps 1 and 2 Property Plats is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Fourth Supplemental, all of which shall run with the title to the Phase 3, Maps 1 and 2 Property, and be binding upon all parties owning any right, title or interest in and to the Phase 3, Maps 1 and 2 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Supplements to Definitions. The definitions set forth in Article I of the Original Declaration are hereby supplemented as follows:

a. The term "Plat" as defined in Section 36 includes the Phase 3, Maps 1 and 2 Property Plats.

b. The term "Property" as defined in Section 38 includes the Phase 3, Maps 1 and 2 Property.

c. The term "Supplemental Declaration" as defined in Section 50 includes this Fourth Supplemental.

d. The term "Trail System" as defined in Section 51 (and in Article X, Section 7, of the Original Declaration) includes the areas marked as "Soft Surface Trail Easement," "Hard Surface Trail Easement," and by similar designations on the Phase 3, Maps 1 and 2 Property Plats.

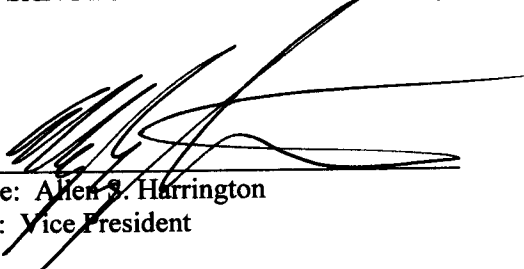
e. The term "Waterfront Lots" as defined in Section 54 includes Lots 159, 160, 161, 162, and 163 as shown on the Phase 3, Maps 1 and 2 Property Plats.

2. Pier Zones. The Pier Zones for the Waterfront Lots shown on the Phase 3, Maps 1 and 2 Property Plats are shown on the pages attached hereto collectively as Exhibit A and incorporated herein by this reference.

3. General Terms. All capitalized terms not otherwise defined in this Fourth Supplemental shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Fourth Supplemental to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC

By: 
Name: Allen S. Harrington
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

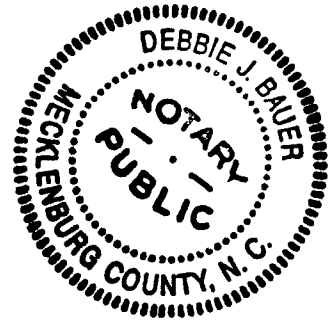
I, Debbie J. Bauer, a Notary Public of the County and State aforesaid, certify that Allen S. Harrington personally came before me this day and acknowledged that he is Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, executed, the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this 29th day of November, 2005.

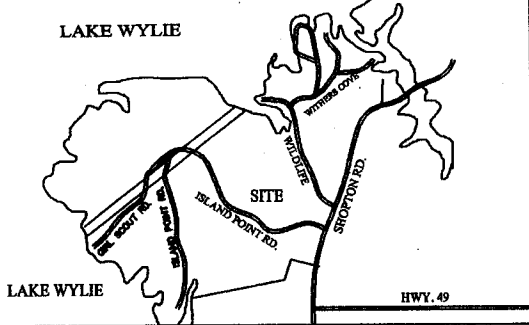

Notary Public

My Commission Expires: July 15, 2006

[SEAL]



LOCATION MAP - NOT TO SCALE



NC GRID - NAD 83 - SPC 97

LINE TABLE		
LINE	LENGTH	BEARING
L7	29.33	N70°34'56"E
L8	44.98	N22°21'33"E
L9	48.89	N50°54'37"E
L10	39.74	N80°13'15"E
L11	75.15	N74°52'48"E
L12	51.34	S87°10'59"E

NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(C1)
THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD MONUMENTED.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

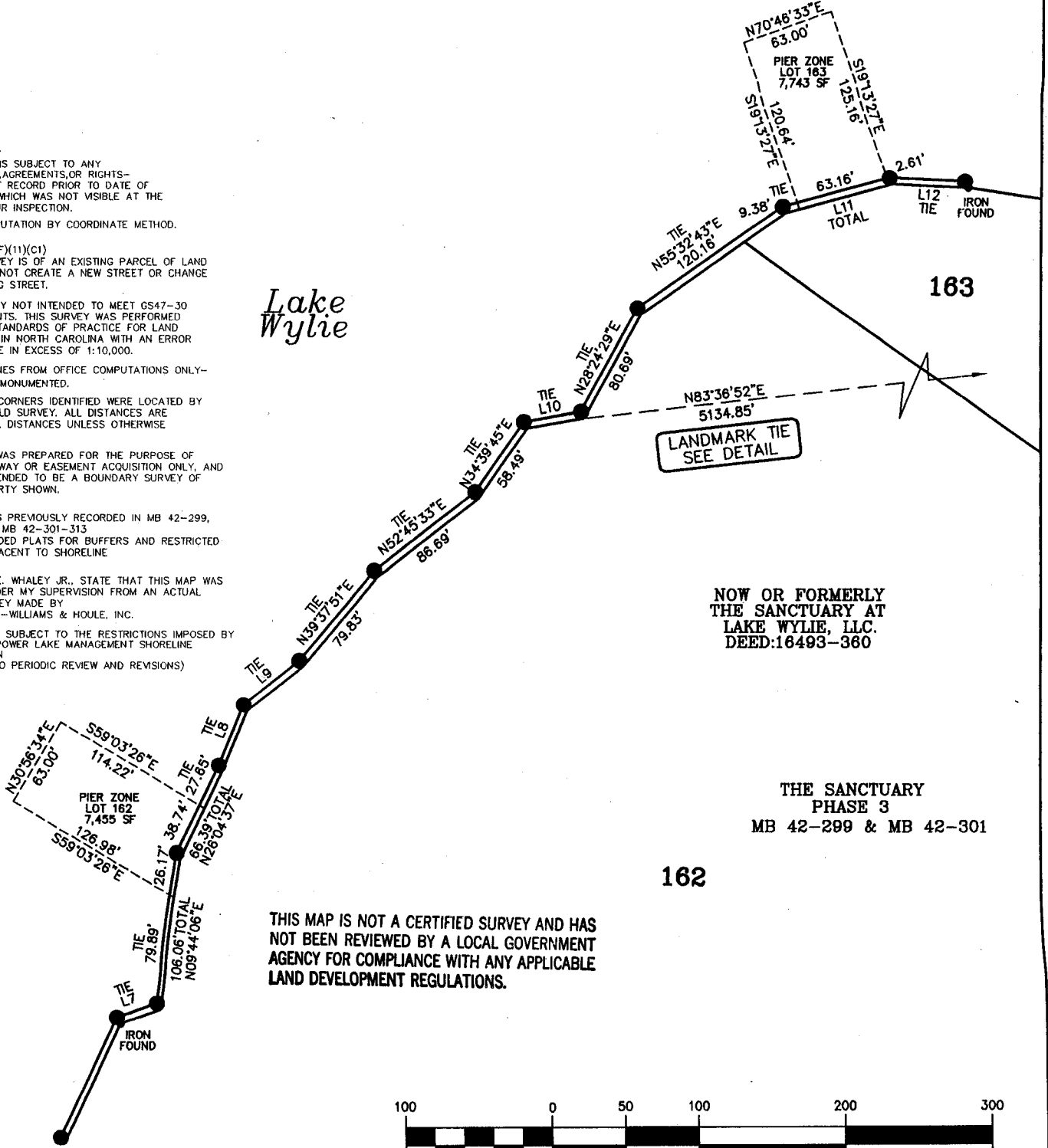
THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313
SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

Lake Wylie



NOW OR FORMERLY THE SANCTUARY AT LAKE WYLIE, LLC.
DEED:16493-360

THE SANCTUARY PHASE 3
MB 42-299 & MB 42-301

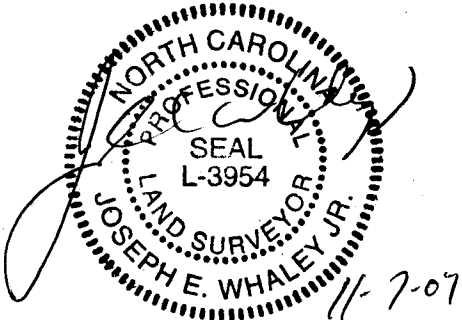
162

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



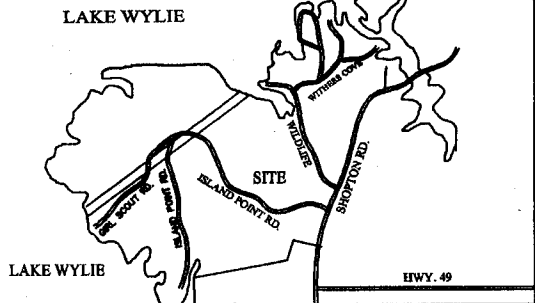
GRAPHIC SCALE 1 inch = 100 ft.

SEE MAP 4 OF 4 FOR LANDMARK TIE DETAIL AND NOTES



PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	09/14/04
LOTS 162 & 163 - SHEET 1 OF 4				
THE SANCTUARY PHASE 3				
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC. 730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241) CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)			MAP RECORDED
MAPPED JRB				DEED RECORDED

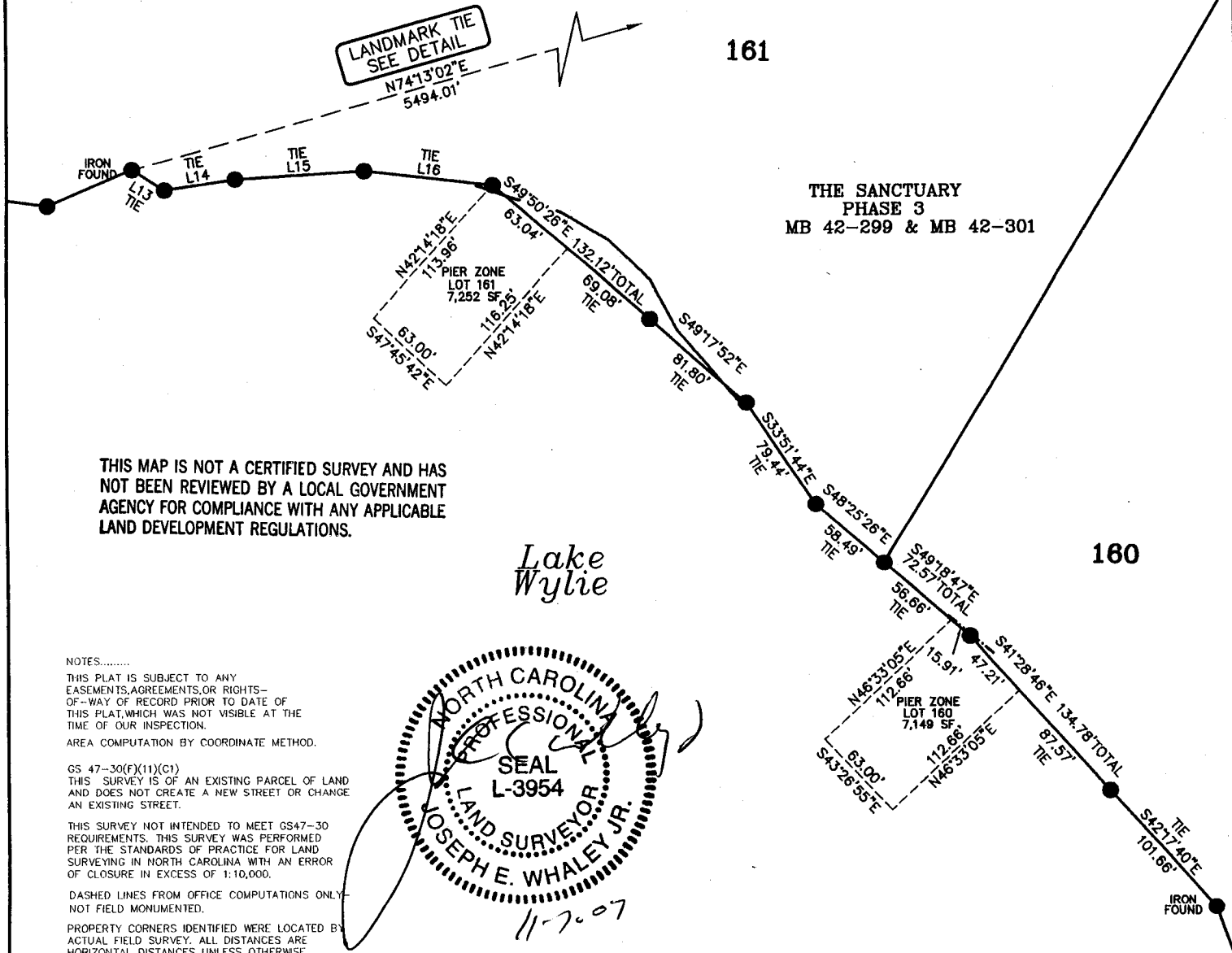
LOCATION MAP - NOT TO SCALE



NC GRID - NAD 83 - SPC 97

LINE TABLE		
LINE	LENGTH	BEARING
L13	24.72	S57°25'43"E
L14	45.88	N81°08'15"E
L15	83.19	N86°16'52"E
L16	83.12	S83°30'00"E

NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Lake Wylie

NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(11)(C1)

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD MONUMENTED.

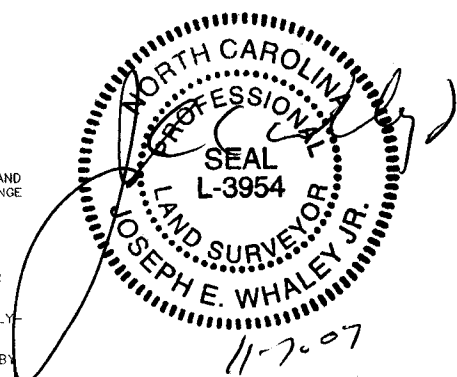
PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

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THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313 SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

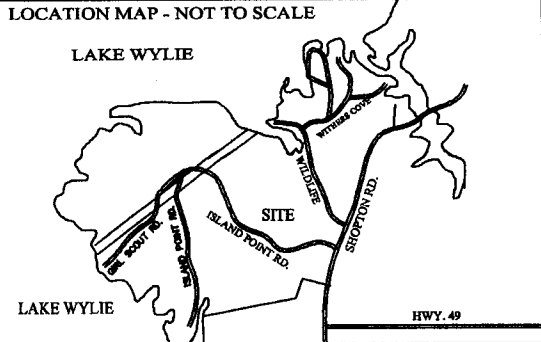


SEE MAP 4 OF 4 FOR
LANDMARK TIE DETAIL AND NOTES



GRAPHIC SCALE 1 inch = 100 ft.

MAP FOR				
PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	09/14/04
LOTS 160 & 161 - SHEET 2 OF 4				
THE SANCTUARY PHASE 3				
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC. 730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241) CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)			MAP RECORDED
DRAWN JRB				DEED RECORDED



NC GRID - NAD 83 - SPC 97



159

NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(C1)

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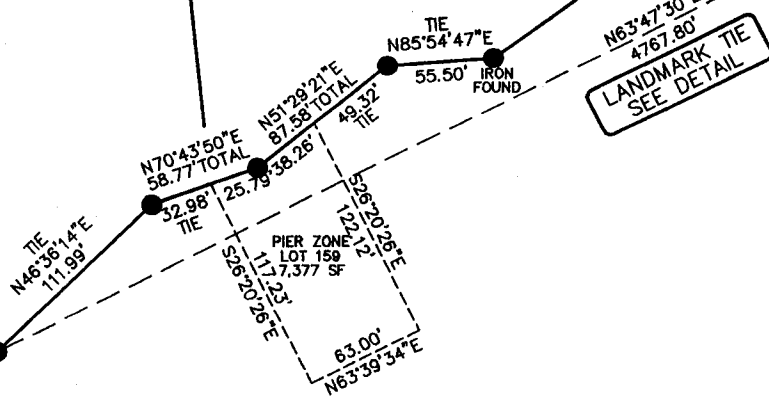
THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313. SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE.

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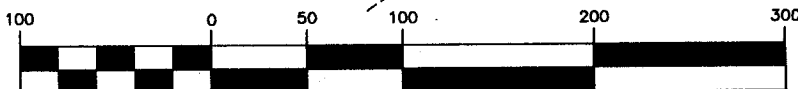
THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

THE SANCTUARY
PHASE 3
MB 42-299 & MB 42-301
160

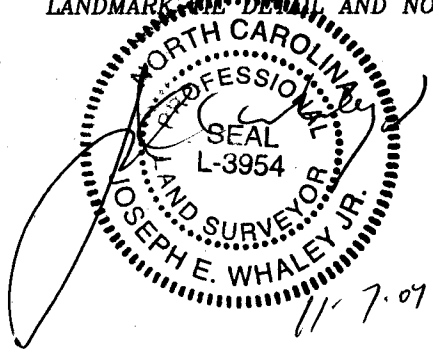


Lake Wylie

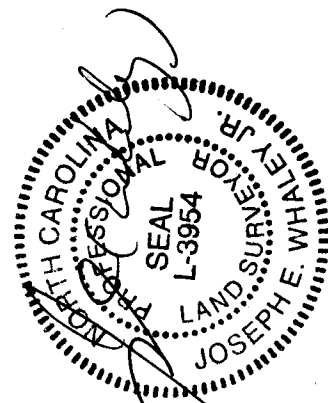
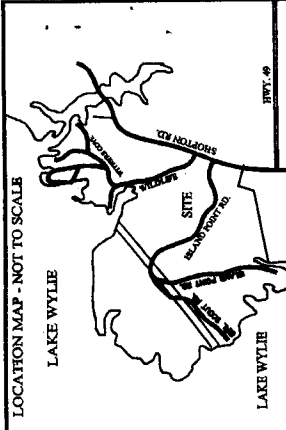
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



SEE MAP 4 OF 4 FOR LANDMARK TIE DETAIL AND NOTES



MAP FOR				
PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	09/14/04
LOT 159 - SHEET 3 OF 4				
THE SANCTUARY PHASE 3				
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC.			MAP RECORDED
MAPPED	730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241)			DEED RECORDED
JRB	CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)			



11/7/04

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

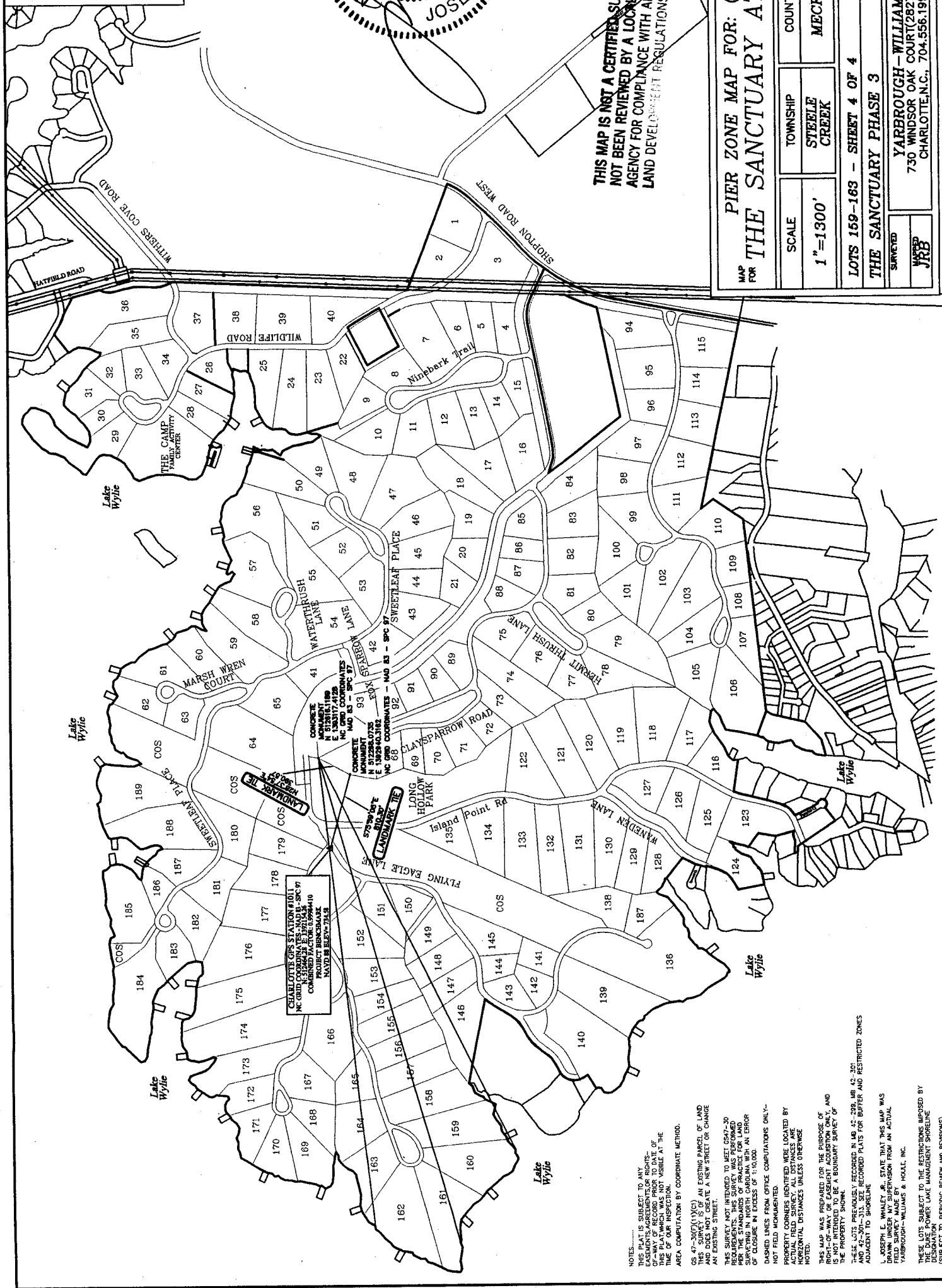
MAP FOR THE SANCTUARY AT LAKE WYLIE, LLC.

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1"=1300'	STEELE CREEK	MECK.	N.C.	09/14/04

LOTS 159-163 - SHEET 4 OF 4
THE SANCTUARY PHASE 3

SURVEYED	MAP RECORDED
JRB	DEED RECORDED

YARBROUGH-WILLIAMS & HOULE, INC.
730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241)
CHARLOTTE, N.C. 704.556.1990 704.556.0505(FAX)



CHARLOTTE GPS STATION 4101
NAD 83 COORDINATES - MAG 83 - SPC 97
N 133017.4128 E 130317.4128
CONCRETE MONUMENT
PROJECT BENCHMARK
NAD 83 ELEV 74.3

NOTES:
THIS PLAN IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS OF RECORD WHICH MAY AFFECT THE SITE. THIS PLAN, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION, IS NOT TO BE CONSIDERED AS PART OF THIS SURVEY.
AREA COMPUTATION BY COORDINATE METHOD.
GS 47-306(X)(1)(C)
THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA.
DASHED LINES FROM GEODESIC COMPUTATIONS ONLY - NOT FIELD MEASURED.
PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
THIS MAP WAS PREPARED FOR THE PURPOSE OF OBTAINING A PERMIT UNDER THE SUPERVISION OF AN ACTUAL LICENSED SURVEYOR AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.
THESE LOTS PREVIOUSLY RECORDED IN AB 42-299, AB 42-301, AND 42-301-313. SEE RECORDED PLATS FOR BUFFER AND RESTRICTED ZONES ADJACENT TO SHORELINE.
L. JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER HIS SUPERVISION FROM AN ACTUAL SURVEY.
YARBROUGH-WILLIAMS & HOULE, INC.
THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE OWNER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 11/30/2005 04:13 PM
Book: RE 19698 **Page:** 785-792
Document No.: 2005239885
RESTR 8 PGS \$32.00
Recorder: SERENA ROSS



2005239885

FILE COPY	
FILED FOR REGISTRATION	DOC. # 236150
DATE 11-13-06	TIME 3:42
BOOK 21349	PAGE 871
STAMPS 0	REC.FEE 29.00
JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTH SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE SANCTUARY

THIS FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Fifth Supplemental”) is made and entered into this thirteen day of November, 2006, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”).

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the “Original Declaration”), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the “First Supplemental”), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg Public Registry (the “First Amendment”), as supplemented and amended by Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19000 at page 522 of the Mecklenburg County Public Registry (the “Second Supplemental”), as amended by Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19454 at page 297 of the Mecklenburg County Public Registry (the “Second Amendment”), as supplemented by Third Supplemental Declaration of Covenants, conditions, and Restrictions for the Sanctuary recorded in Book 19610 at page 895 (the “Third Supplemental”), and as supplemented by Fourth Supplemental Declaration of Covenants, conditions, and Restrictions for the Sanctuary recorded in Book 19698 at page 785 (the “Fourth Supplemental”) (the Original Declaration, as so supplemented and amended, is hereinafter referred to as the “Declaration”).

Drawn by and mail to:
Brian P. Evans
Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower, 47th Floor, 214 North Tryon Street
Charlotte, NC 28202

Pursuant to Article II, Section 2 of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration in the Mecklenburg County Public Registry.

Declarant desires to supplement the Declaration to cause those portions of the Additional Property described on the Plats of “The Sanctuary – Phase 4” recorded in Map Book 46 at Pages 717 and 719 of the Mecklenburg County Public Registry (the “Phase 4, Map 1 Property Plats”) (such portion of the Additional Property being hereinafter referred to as the “Phase 4, Map 1 Property”), to be made subject to the terms and scheme of the Declaration.

NOW, THEREFORE, Declarant, by this Fifth Supplemental, does hereby supplement and amend the Declaration, as follows:

1. Supplement to Declaration. Declarant does hereby declare that all of the Phase 4, Map 1 Property as shown on the Phase 4, Map 1 Property Plats is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Fifth Supplemental, all of which shall run with the title to the Phase 4, Map 1 Property, and be binding upon all parties owning any right, title or interest in and to the Phase 4, Map 1 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Supplements to Definitions. The definitions set forth in Article I of the Original Declaration are hereby supplemented as follows:

- a. The term “Plat” as defined in Section 36 includes the Phase 4, Map 1 Property Plats.
- b. The term “Property” as defined in Section 38 includes the Phase 4, Map 1 Property.
- c. The term “Supplemental Declaration” as defined in Section 50 includes this Fifth Supplemental.
- d. The term “Trail System” as defined in Section 51 and in Article X, Section 7 of the Original Declaration includes the areas marked as “10’ Soft Surface Trail Easement,” “15’ Soft Surface Trail Easement,” and by similar designations on the Phase 4, Map 1 Property Plats.
- e. The term “Waterfront Lots” as defined in Section 54 includes Lot 107 as shown on the Phase 4, Map 1 Property Plats.
3. Pier Zone. The Pier Zone for the Waterfront Lot shown on the Phase 4, Map 1 Property Plats is shown on the pages attached hereto as Exhibit A and incorporated herein by this reference.
4. Pressure Sewer Easement. The 15’ Pressure Sewer Right of Way is shown on the Phase 4 Map 1 Property Plat as “15’ Pressure Sewer R/W”. Declarant hereby grants, establishes

and reserves a non-exclusive perpetual easement over area shown as the 15' Pressure Sewer Right of Way, extending over the Common Area, the 50' Class C Buffer and Lots 105, 106 and 107 as shown on the Phase 4, Map 1 Property Plats for the benefit of the Charlotte Mecklenburg Utility Department ("CMUD"). Declarant hereby grants CMUD the right to use and maintain the 15' Pressure Sewer Right of Way to provide users owning property outside of the Sanctuary subdivision with public sewer service, if ever provided by CMUD. No facilities have yet been installed in such 15' Pressure Sewer Right of Way, and such easement includes, without limitation, the right to install (including excavation of trenches), operate, maintain, repair and replace sanitary sewer lines at any time in the future, and to access the 15' Pressure Sewer Right of Way over any and all adjacent property. Notwithstanding the foregoing, public sewer service will never be provided to the Property by CMUD as set forth in the Declaration, each Owner having waived the right to petition or request sewer service from any governmental authority (including CMUD).

5. Storm Water Elevation. The Lots shown within the storm water elevation on the Phase 4 Map 1 Property Plat are subject to flooding during heavy rainfall and the construction of buildings or structures below the storm water protection elevations, as shown on the Phase 4 Map 1 Property Plat is prohibited, as further described in Section 7.200 of the Charlotte-Mecklenburg Subdivision Ordinance.

6. General Terms. All capitalized terms not otherwise defined in this Fifth Supplemental shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

[Signatures follow on the next page]

IN WITNESS WHEREOF, Declarant has caused this Fifth Supplemental to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLLIE, LLC

By: James F. Martin
Name: James F. Martin
Title: Vice President

Mecklenburg County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James F. Martin, as Vice President of The Sanctuary at Lake Wylie, LLC.

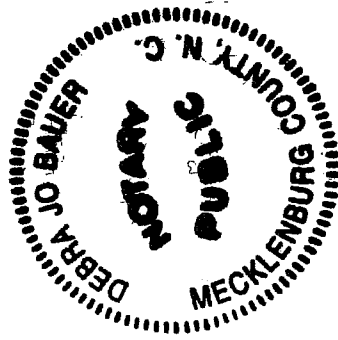
Date: November 13, 2006

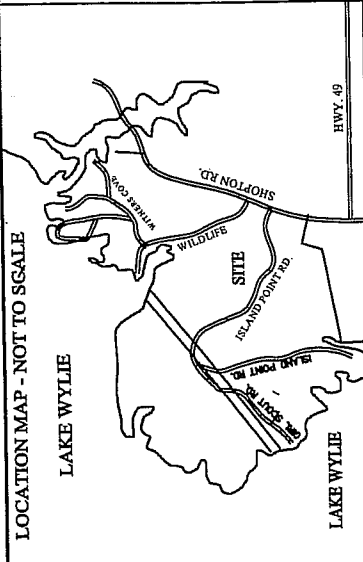
Debra Jo Bauer
Official Signature of Notary Public

Debra Jo Bauer, Notary Public
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: July 15, 2011





NC GRID - NAD 83 - SPC 97

117

LANDMARK TIE
SEE DETAIL

S05°57'39"E
3980.58'

116

N4°07'16"E
166.16'

IRON FOUND

TIE L43

TIE
S15°57'20"E
378.68'

NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

107

Lake Wylie

PROPOSED
THE SANCTUARY
PHASE 4

LINE	LENGTH	BEARING
L42	52.11	N06°57'52"W
L43	68.51	N39°34'54"E
L44	126.15	N65°23'29"E
L45	62.90	N08°33'06"E
L46	60.03	N12°51'05"E
L47	64.42	N40°31'48"E
L48	8.60	S20°47'03"E
L49	53.85	N20°07'20"E

Pipe Found

IRON FOUND

IRON FOUND

IRON FOUND

IRON FOUND

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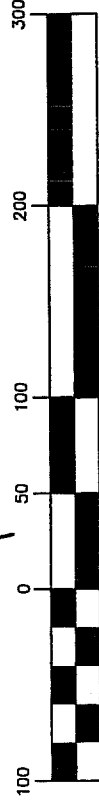
IRON FOUND

IRON FOUND

IRON FOUND

IRON FOUND

SEE MAP 5 OF 5 FOR
LANDMARK TIE DETAIL AND NOTES



GRAPHIC SCALE 1 inch = 100 ft.

MAP FOR
THE SANCTUARY AT LAKE WYLIE, LLC.

PIER ZONE MAP FOR:

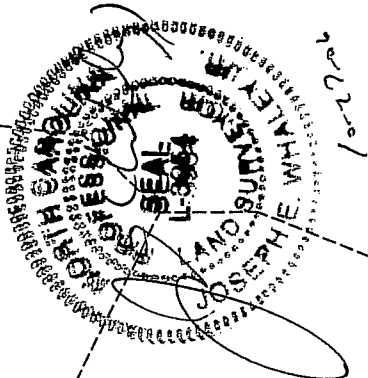
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	10/27/06

LOT 107 - SHEET 2 OF 2

THE SANCTUARY PHASE 4

SURVEYED	MAP RECORDED
MADE JRB	DIBED RECORDED

YARBROUGH-WILLIAMS & HOULE, INC.
730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241)
CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)



LOT 10
MB:16-82

LOT 9
MB:18-82

LOT 8
MB:16-82

NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

PROPOSED
THE SANCTUARY
PHASE 4

NOTES.....
THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.
AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(c1)
THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY- NOT FIELD MONUMENTED.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313
SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY, JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DISCRETION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)

FILE COPY	
FILED FOR REGISTRATION	DOC. # 169563
DATE 8-14-07	TIME 4:27
BOOK 22673	PAGE 905
STAMPS 0	REG FEE \$32.00
JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

**SIXTH SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE SANCTUARY

THIS SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - THE SANCTUARY (this "Sixth Supplemental") is made and entered into this 9th day of August, 2007, by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company ("Declarant").

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions - The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the "Original Declaration"), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the "First Supplemental"), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions - The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg County Public Registry (the "First Amendment"), as supplemented and amended by Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions - The Sanctuary recorded in Book 19000 at page 522 of the Mecklenburg County Public Registry (the "Second Supplemental"), as amended by Amendment to Declaration of Covenants, Conditions and Restrictions - The Sanctuary recorded in Book 19454 at page 297 of the Mecklenburg County Public Registry (the "Second Amendment"), as supplemented by Third Supplemental Declaration of Covenants, Conditions and Restrictions for the Sanctuary recorded in Book 19610 at page 895 of the Mecklenburg County Public Registry (the "Third Supplemental"), as supplemented by Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for The Sanctuary recorded in Book 19698 at page 785 of the Mecklenburg County Public Registry

Drawn by and mail to:
John W. Beddow
James McElroy & Diehl, P.A.
600 South College Street
Charlotte, NC 28202

2342105

(the "Fourth Supplemental"), and as supplemented by Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 21349 at page 871 of the Mecklenburg County Public Registry (the "Fifth Supplemental"), the Original Declaration, as so supplemented and amended, being hereinafter referred to as the "Declaration."

Pursuant to Article II, Section 2 of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a Supplemental Declaration in the Mecklenburg County Public Registry.

Declarant desires to supplement the Declaration to cause the Additional Property described on the plats of The Sanctuary Phase 4B Map 2 Sheet 1, The Sanctuary Phase 4B Map 2 Sheet 2, The Sanctuary Phase 4B Map 2 Sheet 3 and The Sanctuary Phase 4B Map 2 Sheet 4 recorded in Map Book 48 at pages 591, 593, 595 and 597 of the Mecklenburg County Public Registry (the "The Sanctuary Phase 4B Map 2 Plats"), the Additional Property depicted on The Sanctuary Phase 4B Map 2 Plats being hereinafter referred to as the "The Sanctuary Phase 4B Map 2 Property," to be made subject to the terms and scheme of the Declaration.

NOW, THEREFORE, Declarant, by this Sixth Supplemental, does hereby supplement and amend the Declaration as follows:

1. Supplement to Declaration. Declarant does hereby declare that all of The Sanctuary Phase 4B Map 2 Property as shown on The Sanctuary Phase 4B Map 2 Plats is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Sixth Supplemental, all of which shall run with the title to The Sanctuary Phase 4B Map 2 Property, and be binding upon all parties owning any right, title or interest in and to The Sanctuary Phase 4B Map 2 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.
2. Supplements to Definitions. The definitions set forth in Article I of the Original Declaration are hereby supplemented as follows:
 - a. The term "Plat" as defined in Section 36 includes The Sanctuary Phase 4B Map 2 Property Plats.
 - b. The term "Property" as defined in Section 38 includes The Sanctuary Phase 4B Map 2 Property.
 - c. The term "Supplemental Declaration" as defined in Section 50 includes this Sixth Supplemental.
 - d. The term "Waterfront Lots" as defined in Section 54 includes Lots 116, 124, 135, 138 and 139 as shown on The Sanctuary Phase 4B Map 2 Plats.

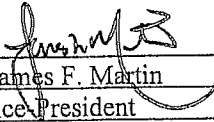
3. Pier Zones. The Pier Zones for the Waterfront Lots shown on The Sanctuary Phase 4B Map 2 Plats are shown on the pages attached hereto as Exhibit A and incorporated herein by this reference.

4. Storm Water Elevation. The Lots within the storm water elevation shown on The Sanctuary Phase 4B Map 2 Plats are subject to flooding during heavy rainfall and the construction of buildings or structures below the storm water protection elevations, as shown on The Sanctuary Phase 4B Map 2 Plats, is prohibited, as further described in Section 7.200 of the Charlotte-Mecklenburg Subdivision Ordinance.

5. General Terms. All capitalized terms not otherwise defined in this Sixth Supplemental shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Sixth Supplemental to be executed by its officer thereunto duly authorized, all the day, month and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: 
Name: James F. Martin
Title: Vice President

Mecklenburg County, North Carolina

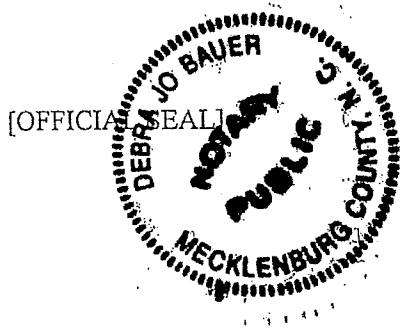
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James F. Martin.

Date: August 9, 2007

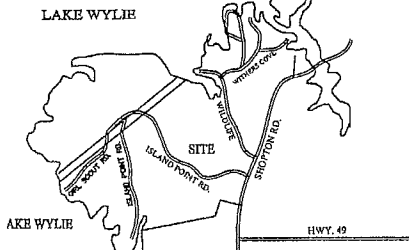


Debra Jo Bauer
Notary printed or typed name

My Commission Expires: July 15, 2010



LOCATION MAP - NOT TO SCALE



NC GRID - NAD 83 - SPC 97

LINE	LENGTH	BEARING
L17	43.73	S75°35'30"E
L18	47.99	S65°03'22"E
L19	20.00	S65°03'22"E
L20	47.64	S59°44'17"E
L21	96.87	N85°27'18"E
L22	41.99	S83°14'36"E
L23	50.82	S79°52'34"E
L24	22.86	S76°57'32"E
L25	28.64	N67°07'14"E
L26	15.06	S87°08'38"E
L27	18.89	S87°08'38"E
L28	25.29	N80°44'16"E
L29	109.20	S68°25'25"E
L30	105.02	S55°02'15"E
L31	33.13	S26°18'42"E

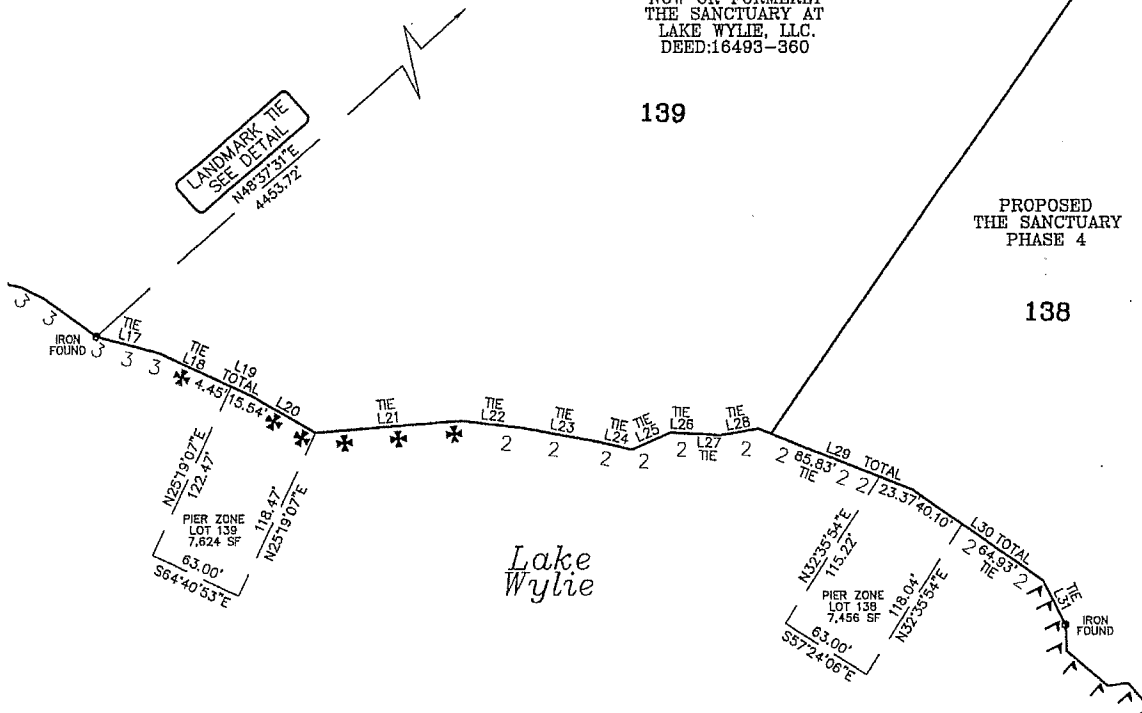
This Map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

139

PROPOSED
THE SANCTUARY
PHASE 4

138



- SHORELINE DESIGNATION
- 1-1-1- FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2- FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3- FUTURE RESIDENTIAL
 - 4-4-4- IMPACT MINIMIZATION ZONES
 - ***** ENVIRONMENTAL AREAS
 - + + + + + RESIDENTIAL
 - | - | - | - PUBLIC INFRASTRUCTURE

NOTES.....

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(c1)

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD MONUMENTED.

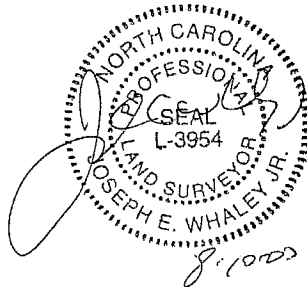
PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-313. SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAIN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

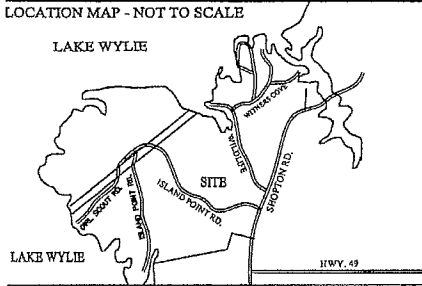
THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)



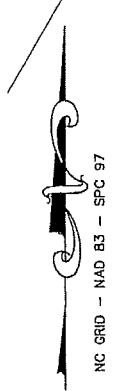
SEE MAP 4 OF 4 FOR
LANDMARK TIE DETAIL AND NOTES



MAP FOR				
PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	04/10/07
LOTS 138 & 139 - SHEET 1 OF 4				
THE SANCTUARY PHASE 4				
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC.			MAP RECORDED
MAPPED SGC	730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241) CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)			DEED RECORDED



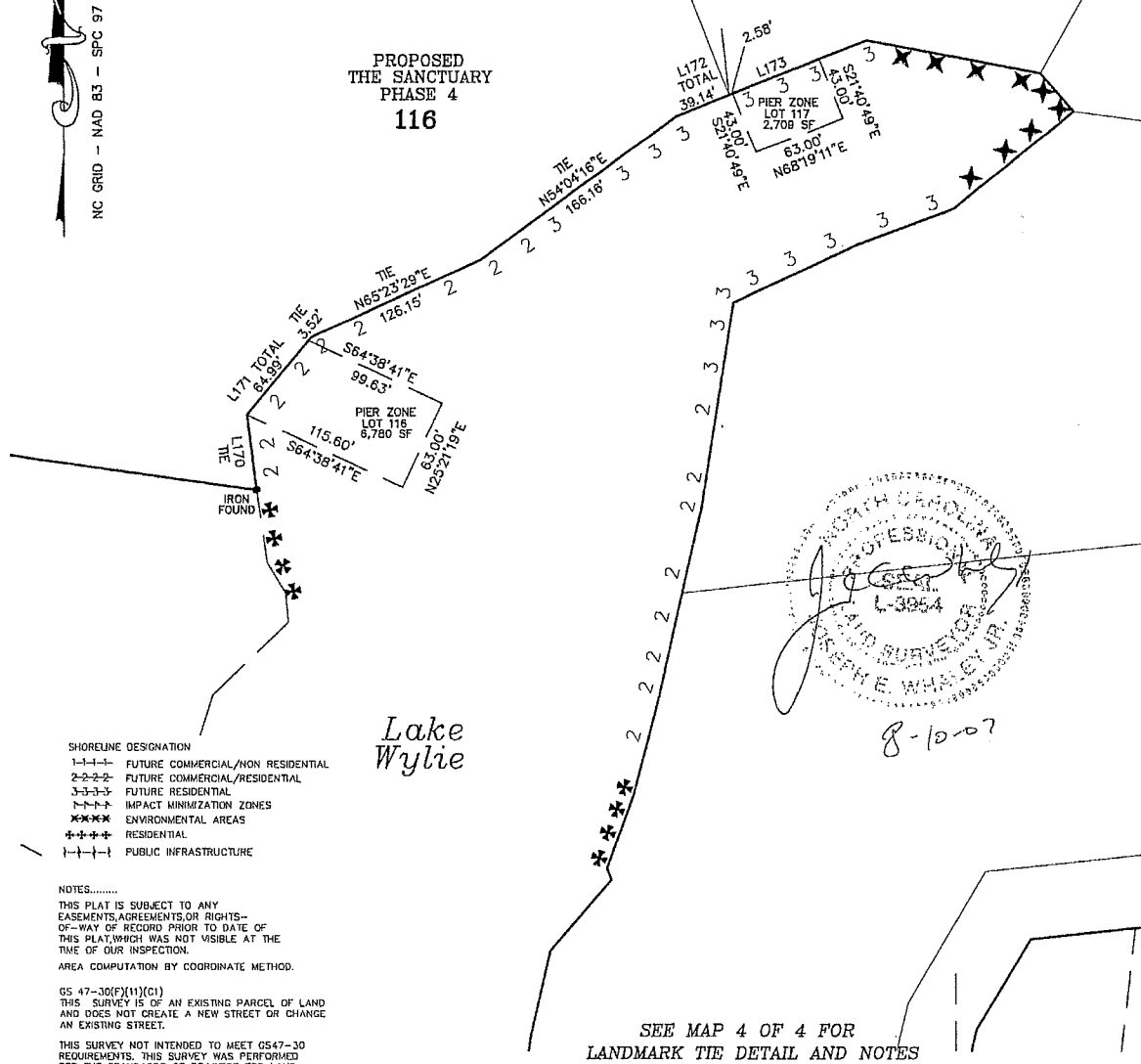
LINE TABLE		
LINE	LENGTH	BEARING
L170	52.11	S06°57'52"E
L171	68.51	S39°34'54"W
L172	41.72	S68°19'11"W
L173	63.00	S68°19'11"W



NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-860

PROPOSED
THE SANCTUARY
PHASE 4
116

117
PROPOSED
THE SANCTUARY
PHASE 4



- SHORELINE DESIGNATION
- 1-1-1-1 FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2-2 FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3-3 FUTURE RESIDENTIAL
 - 7-7-7-7 IMPACT MINIMIZATION ZONES
 - *** ENVIRONMENTAL AREAS
 - ++++ RESIDENTIAL
 - |-|-|- PUBLIC INFRASTRUCTURE

NOTES.....
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AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(11)(C1)
THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD MONUMENTED.

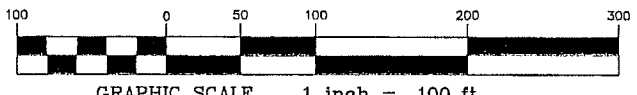
PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

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THESE LOTS PREVIOUSLY RECORDED IN MB 42-289, 42-301, & MB 42-301-313
SEE RECORDED PLATS FOR BUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE DESIGNATION (SUBJECT TO PERIODIC REVIEW AND REVISIONS)



PIER ZONE MAP FOR:
THE SANCTUARY AT LAKE WYLIE, LLC.

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	04/10/07

LOT 116 & 117 - SHEET 3 OF 4
THE SANCTUARY PHASE 4

SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC. 730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241) CHARLOTTE, N.C., 704.556.1990 704.558.0505(FAX)	MAP RECORDED
MAPPED SGC		DEED RECORDED

FILE COPY	
FILED FOR REGISTRATION	DOC. # 174421
DATE 8-22-07	TIME 3:53
BOOK 22709	PAGE 136
STAMPS 0	REC FEE 35.00
JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

**AMENDED AND RESTATED
SIXTH SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE SANCTUARY**

THIS AMENDED AND RESTATED SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Amended and Restated Sixth Supplemental”) is made and entered into this twenty second day of August, 2007, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”).

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions - The Sanctuary, recorded in Book 17763 at page 774 of the Mecklenburg County Public Registry (the “Original Declaration”), as supplemented by First Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 17807 at page 450 of the Mecklenburg County Public Registry (the “First Supplemental”), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 18008 at page 428 of the Mecklenburg County Public Registry (the “First Amendment”), as supplemented and amended by Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19000 at page 522 of the Mecklenburg County Public Registry (the “Second Supplemental”), as amended by Amendment to Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 19454 at page 297 of the Mecklenburg County Public Registry (the “Second Amendment”), as supplemented by Third Supplemental Declaration of Covenants, Conditions and Restrictions for the Sanctuary recorded in Book 19610 at page 895 of the Mecklenburg County Public Registry (the “Third Supplemental”), as supplemented by Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for The Sanctuary recorded in Book 19698 at page 785 of the Mecklenburg County Public Registry (the “Fourth Supplemental”), as supplemented by Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 21349 at page 871 of the Mecklenburg County Public Registry (the “Fifth Supplemental”) and as supplemented by Sixth Supplemental Declaration of Covenants, Conditions and Restrictions – The Sanctuary recorded in Book 22673 at page 905 of the Mecklenburg County Public

Drawn by and mail to:
John W. Beddow
James, McElroy & Diehl, P.A.
600 South College Street
Charlotte, NC 28202

2342105

Registry (the "Sixth Supplemental"), the Original Declaration, as so supplemented and amended, being hereinafter referred to as the "Declaration." Sheet 3 of 4 of Exhibit A to the Sixth Supplemental erroneously depicts a Pier Zone adjoining Lot 117 as shown on The Sanctuary Phase 4B Map 2 Plats (defined below). In fact, said Lot 117 has no adjoining Pier Zone and is not a Waterfront Lot (as defined in Section 54 of the Declaration). Furthermore, Exhibit A to the Sixth Supplemental did not include a sheet depicting the Pier Zone adjoining Lot 124 as shown on The Sanctuary Phase 4B Map 2 Plats. In fact, said Lot 124 has an adjoining Pier Zone and is a Waterfront Lot. This Amended and Restated Sixth Supplemental amends, restates and supersedes in its entirety the Sixth Supplemental.

Pursuant to Article II, Section 2 of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a Supplemental Declaration in the Mecklenburg County Public Registry.

Declarant desires to supplement the Declaration to cause the Additional Property described on the plats of The Sanctuary Phase 4B Map 2 Sheet 1, The Sanctuary Phase 4B Map 2 Sheet 2, The Sanctuary Phase 4B Map 2 Sheet 3 and The Sanctuary Phase 4B Map 2 Sheet 4 recorded in Map Book 48 at pages 591, 593, 595 and 597 of the Mecklenburg County Public Registry (the "The Sanctuary Phase 4B Map 2 Plats"), the Additional Property depicted on The Sanctuary Phase 4B Map 2 Plats being hereinafter referred to as the "The Sanctuary Phase 4B Map 2 Property," to be made subject to the terms and scheme of the Declaration.

NOW, THEREFORE, Declarant, by this Amended and Restated Sixth Supplemental, does hereby supplement and amend the Declaration as follows:

1. Supplement to Declaration. Declarant does hereby declare that all of The Sanctuary Phase 4B Map 2 Property as shown on The Sanctuary Phase 4B Map 2 Plats is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Amended and Restated Sixth Supplemental, all of which shall run with the title to The Sanctuary Phase 4B Map 2 Property, and be binding upon all parties owning any right, title or interest in and to The Sanctuary Phase 4B Map 2 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.
2. Supplements to Definitions. The definitions set forth in Article I of the Original Declaration are hereby supplemented as follows:
 - a. The term "Plat" as defined in Section 36 includes The Sanctuary Phase 4B Map 2 Property Plats.
 - b. The term "Property" as defined in Section 38 includes The Sanctuary Phase 4B Map 2 Property.
 - c. The term "Supplemental Declaration" as defined in Section 50 includes this Amended and Restated Sixth Supplemental.
 - d. The term "Waterfront Lots" as defined in Section 54 includes Lots 116, 124, 135, 138 and 139 as shown on The Sanctuary Phase 4B Map 2 Plats.

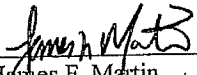
3. Pier Zones. The Pier Zones for the Waterfront Lots shown on The Sanctuary Phase 4B Map 2 Plats are shown on the pages attached hereto as Exhibit A and incorporated herein by this reference.

4. Storm Water Elevation. The Lots within the storm water elevation shown on The Sanctuary Phase 4B Map 2 Plats are subject to flooding during heavy rainfall and the construction of buildings or structures below the storm water protection elevations, as shown on The Sanctuary Phase 4B Map 2 Plats, is prohibited, as further described in Section 7.200 of the Charlotte-Mecklenburg Subdivision Ordinance.

5. General Terms. All capitalized terms not otherwise defined in this Amended and Restated Sixth Supplemental shall have the same meanings as in the Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Amended and Restated Sixth Supplemental to be executed by its officer thereunto duly authorized, all the day, month and year first above written.


THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: 
Name: James F. Martin
Title: Vice President

Mecklenburg County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James F. Martin.

Date: August 22, 2007



Debra Jo Bauer
Notary printed or typed name

My Commission Expires: July 15, 2011

[OFFICIAL SEAL]

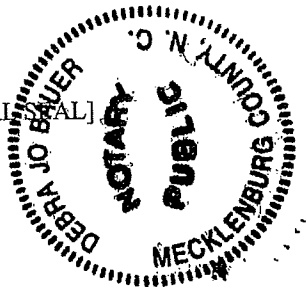
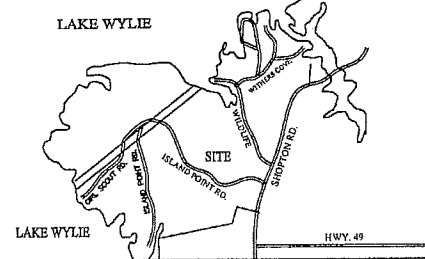


Exhibit A

LOCATION MAP - NOT TO SCALE



NC GRID - NAD 83 - SPC 97

LINE TABLE		
LINE	LENGTH	BEARING
L17	43.73	S75°35'30"E
L18	47.99	S65°03'22"E
L19	20.00	S65°03'22"E
L20	47.64	S59°44'17"E
L21	96.87	N85°27'18"E
L22	41.99	S83°14'36"E
L23	50.82	S79°52'34"E
L24	22.86	S76°57'32"E
L25	28.64	N67°07'14"E
L26	15.06	S87°08'38"E
L27	18.89	S87°08'38"E
L28	25.29	N80°44'16"E
L29	109.20	S68°25'25"E
L30	105.02	S55°02'15"E
L31	33.13	S26°18'42"E

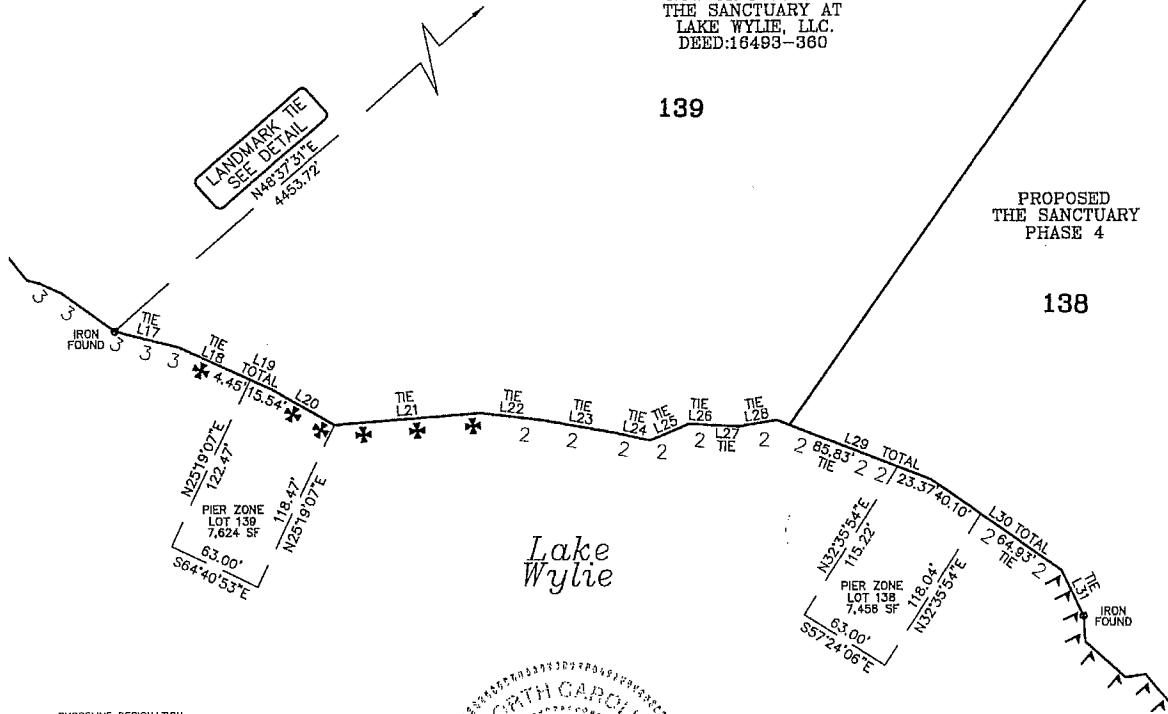
This Map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

NOW OR FORMERLY THE SANCTUARY AT LAKE WYLIE, LLC. DEED:16493-360

139

PROPOSED THE SANCTUARY PHASE 4

138



- SHORELINE DESIGNATION
- 1-1-1- FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2- FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3- FUTURE RESIDENTIAL
 - ~-~-~ IMPACT MINIMIZATION ZONES
 - *** ENVIRONMENTAL AREAS
 - ++++ RESIDENTIAL
 - |-|-|- PUBLIC INFRASTRUCTURE

NOTES.....

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AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(G)

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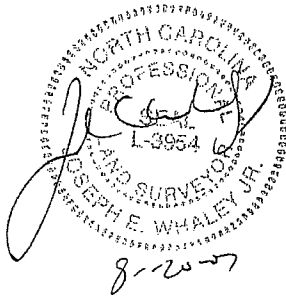
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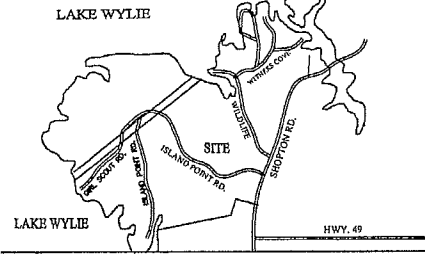
SEE MAP 5 OF 5 FOR LANDMARK TIE DETAIL AND NOTES



GRAPHIC SCALE 1 inch = 100 ft.

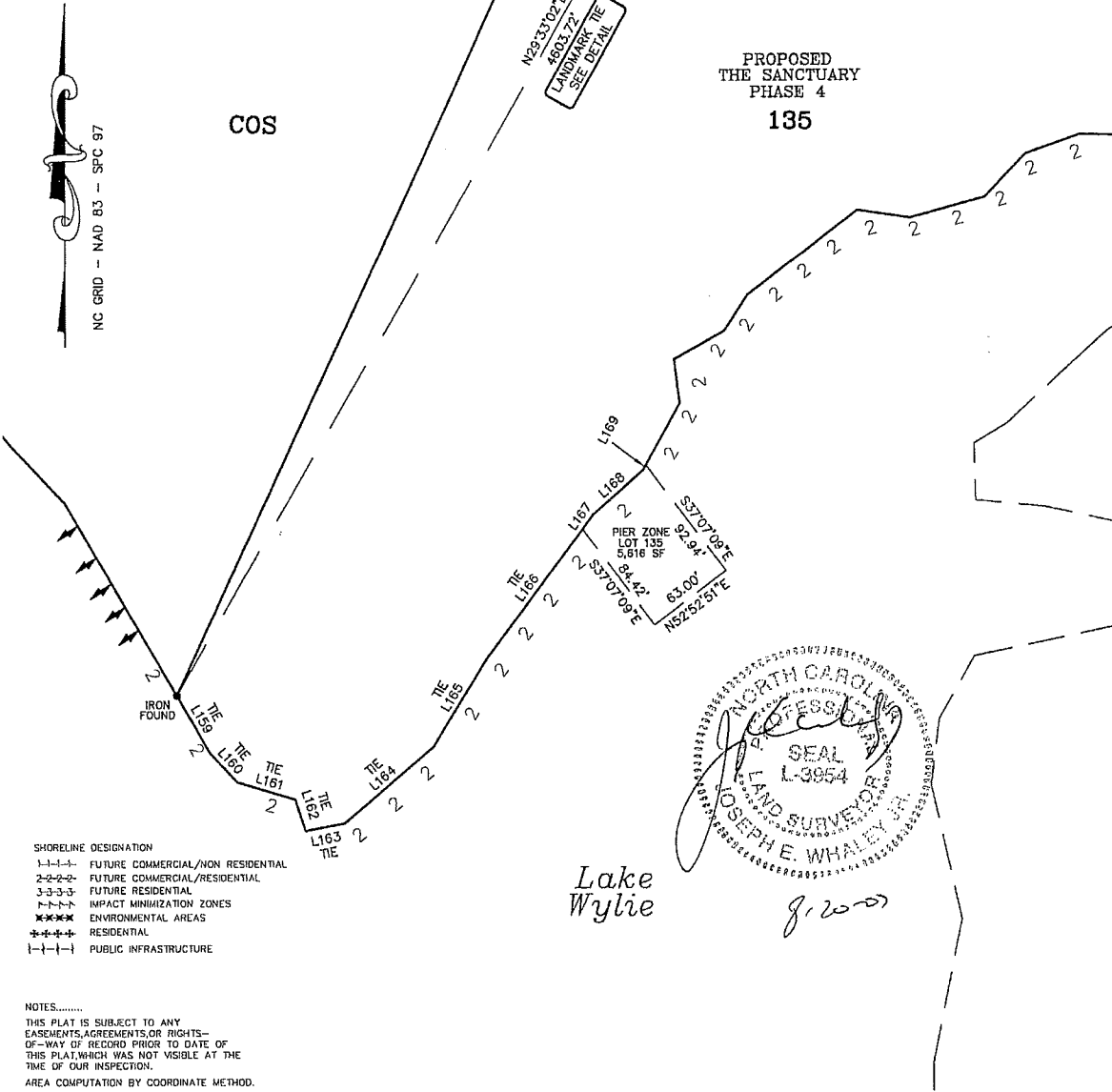
PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	08/20/07
LOTS 138 & 139 - SHEET 1 OF 5				
THE SANCTUARY PHASE 4				
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC. 730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241) CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)			MAP RECORDED
MAPPED SGC				DEED RECORDED

LOCATION MAP - NOT TO SCALE



NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

LINE TABLE		
LINE	LENGTH	BEARING
L158	46.03	N30°10'01"W
L160	27.86	N42°15'28"W
L161	42.09	N72°50'46"W
L162	23.31	N17°08'40"W
L163	27.74	S79°02'02"W
L164	82.60	S48°50'24"W
L165	71.90	S31°15'36"W
L166	112.66	S36°38'01"W
L167	12.66	S36°38'01"W
L168	47.57	S48°42'08"W
L169	3.72	S28°53'46"W



- SHORELINE DESIGNATION
- 1-1-1- FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2- FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3- FUTURE RESIDENTIAL
 - 1-1-1- IMPACT MINIMIZATION ZONES
 - *** ENVIRONMENTAL AREAS
 - *-*-* RESIDENTIAL
 - |-|-|- PUBLIC INFRASTRUCTURE

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AREA COMPUTATION BY COORDINATE METHOD.

GS 47-36(F)(1)(C)1
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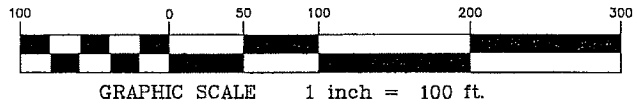
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SEE MAP 5 OF 5 FOR
LANDMARK TIE DETAIL AND NOTES



MAP FOR: **PIER ZONE MAP FOR: THE SANCTUARY AT LAKE WYLIE, LLC.**

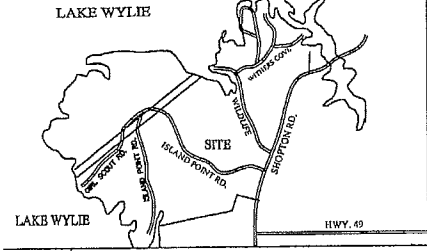
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	08/20/07

LOT 135 - SHEET 2 OF 5
THE SANCTUARY PHASE 4

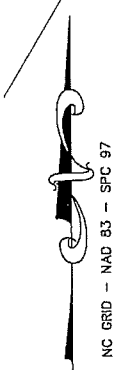
SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC.	MAP RECORDED
MAPPED	730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241)	DEED RECORDED
SGC	CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)	

11/15/07 YARBROUGH-WILLIAMS & HOULE, INC. C-50 PCL

LOCATION MAP - NOT TO SCALE



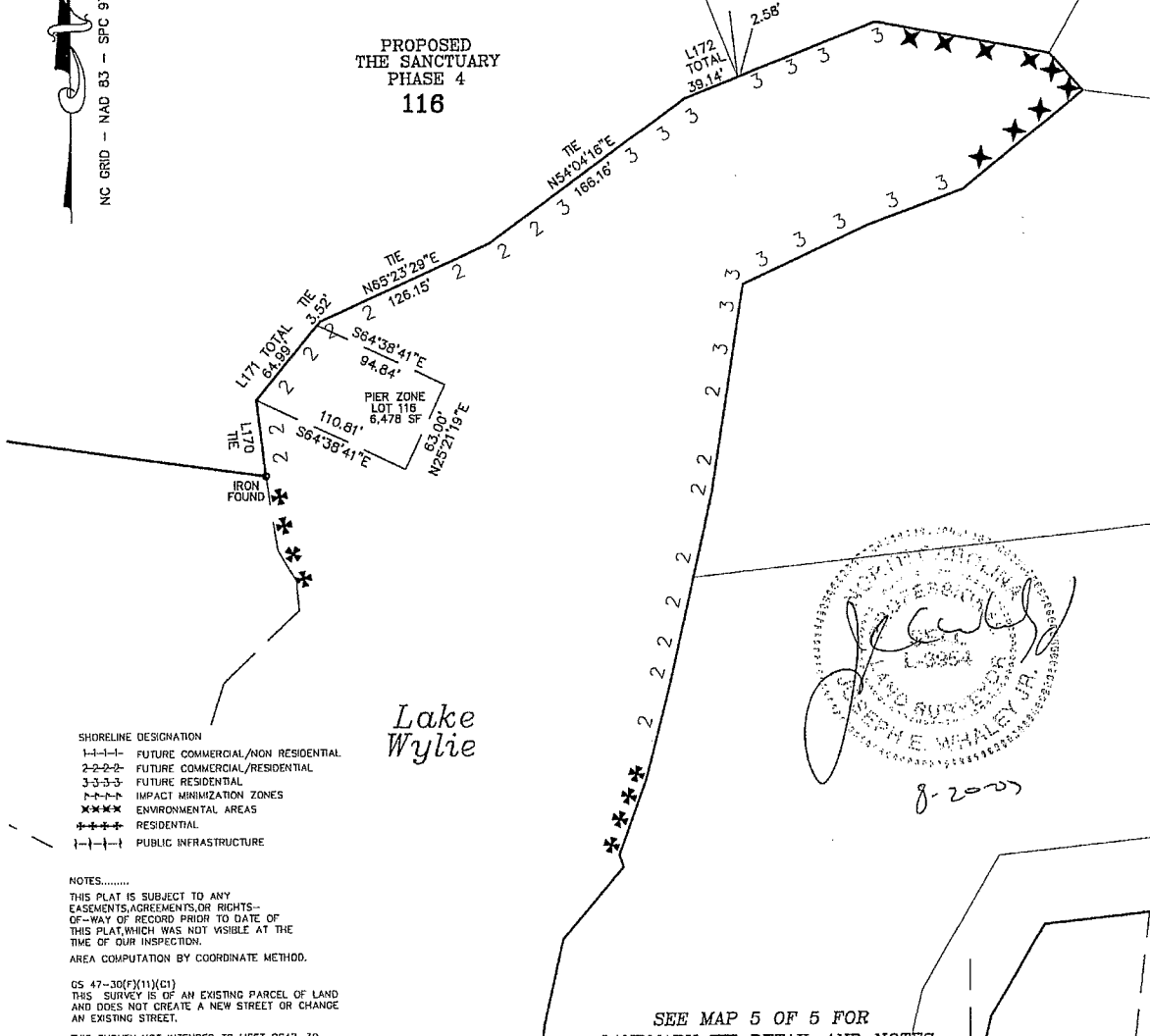
LINE TABLE		
LINE	LENGTH	BEARING
L170	52.11	S06°57'52"E
L171	68.51	S39°34'54"W
L172	41.72	S68°19'11"W
L173	63.00	S68°19'11"W



NOW OR FORMERLY
THE SANCTUARY AT
LAKE WYLIE, LLC.
DEED:16493-360

117
PROPOSED
THE SANCTUARY
PHASE 4

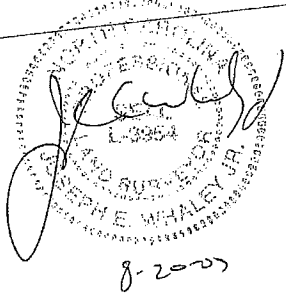
PROPOSED
THE SANCTUARY
PHASE 4
116



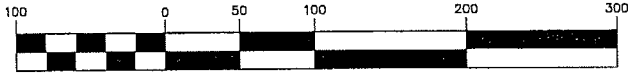
- SHORELINE DESIGNATION
- 1-1-1-1 FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2-2 FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3-3 FUTURE RESIDENTIAL
 - IMPACT MINIMIZATION ZONES
 - XXXX ENVIRONMENTAL AREAS
 - ++++ RESIDENTIAL
 - |-|- PUBLIC INFRASTRUCTURE

NOTES.....
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SEE MAP 5 OF 5 FOR
LANDMARK TIE DETAIL AND NOTES



PIER ZONE MAP FOR:
THE SANCTUARY AT LAKE WYLIE, LLC.

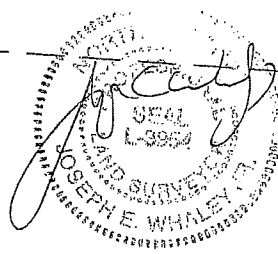
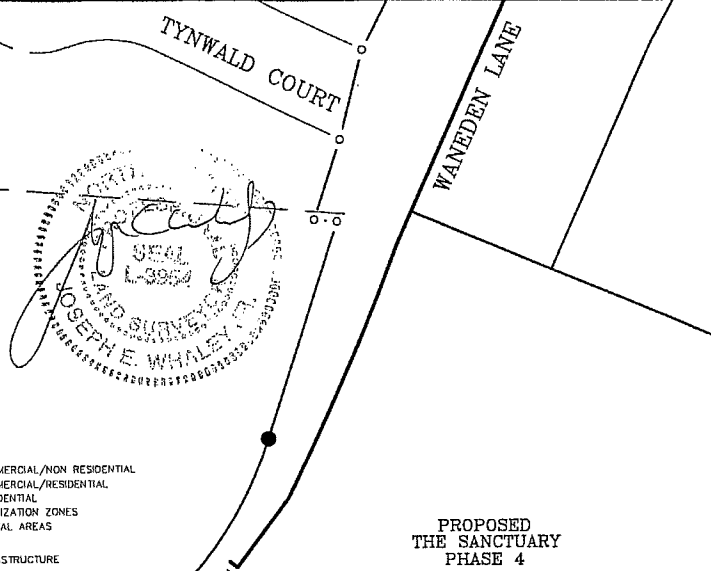
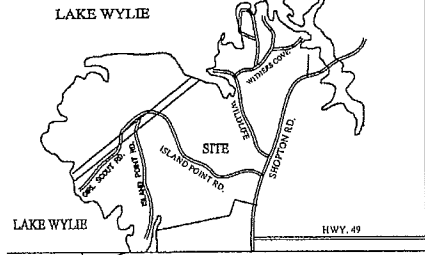
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEELE CREEK	MECK.	N.C.	08/20/07

LOT 116 - SHEET 3 OF 5
THE SANCTUARY PHASE 4

SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC.	MAP RECORDED
MAPPED	730 WINDSOR OAK COURT (28273) P.O. BOX 7007 (28241)	DEED RECORDED
SGC	CHARLOTTE, N.C., 704.556.1990 704.556.0505 (FAX)	

1: SEP 16 PM 4:01:10 A. MINGOLTA C:\350 PCL

LOCATION MAP - NOT TO SCALE

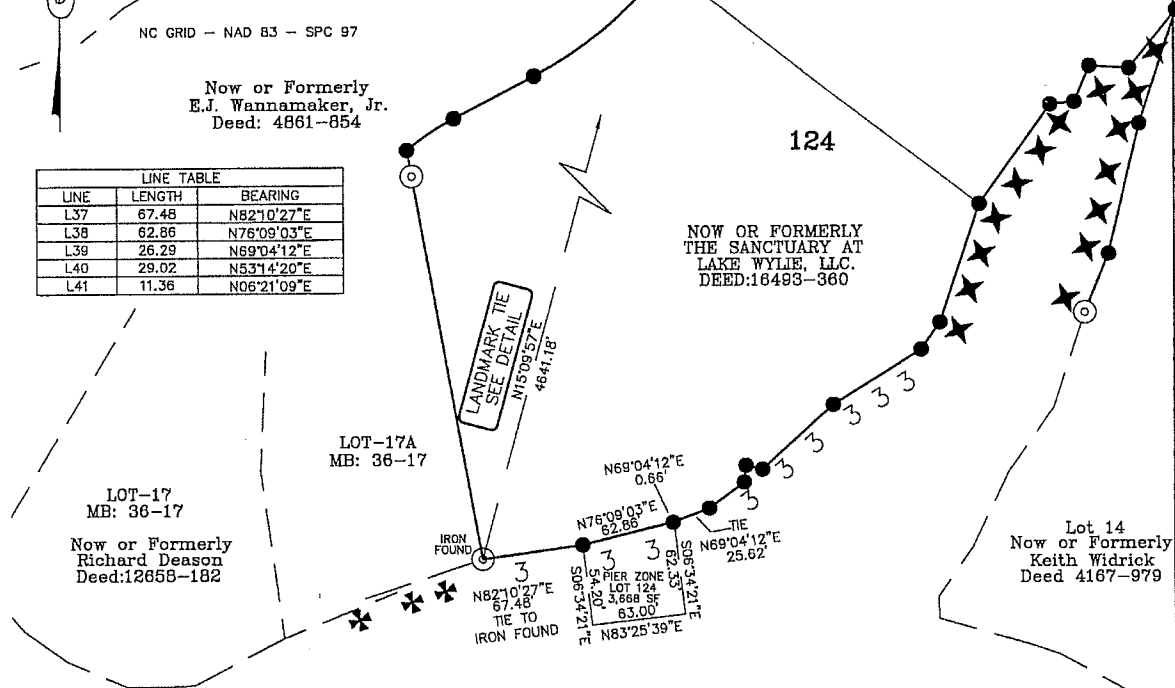


- SHORELINE DESIGNATION
- 1-1-1-1 FUTURE COMMERCIAL/NON RESIDENTIAL
 - 2-2-2-2 FUTURE COMMERCIAL/RESIDENTIAL
 - 3-3-3-3 FUTURE RESIDENTIAL
 - 1-1-1-1 IMPACT MINIMIZATION ZONES
 - *** ENVIRONMENTAL AREAS
 - ++++ RESIDENTIAL
 - 1-1-1-1 PUBLIC INFRASTRUCTURE

NC GRID - NAD 83 - SPC 97

Now or Formerly
E.J. Wannamaker, Jr.
Deed: 4861-854

LINE	LENGTH	BEARING
L37	67.48	N82°10'27"E
L38	62.86	N76°09'03"E
L39	26.29	N69°04'12"E
L40	29.02	N53°14'20"E
L41	11.36	N06°21'09"E



NOTES.....
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AREA COMPUTATION BY COORDINATE METHOD.

GS 47-30(F)(1)(c)
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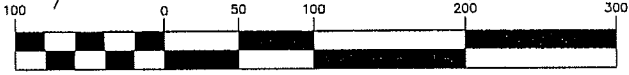
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Lake Wylie



GRAPHIC SCALE 1 inch = 100 ft.

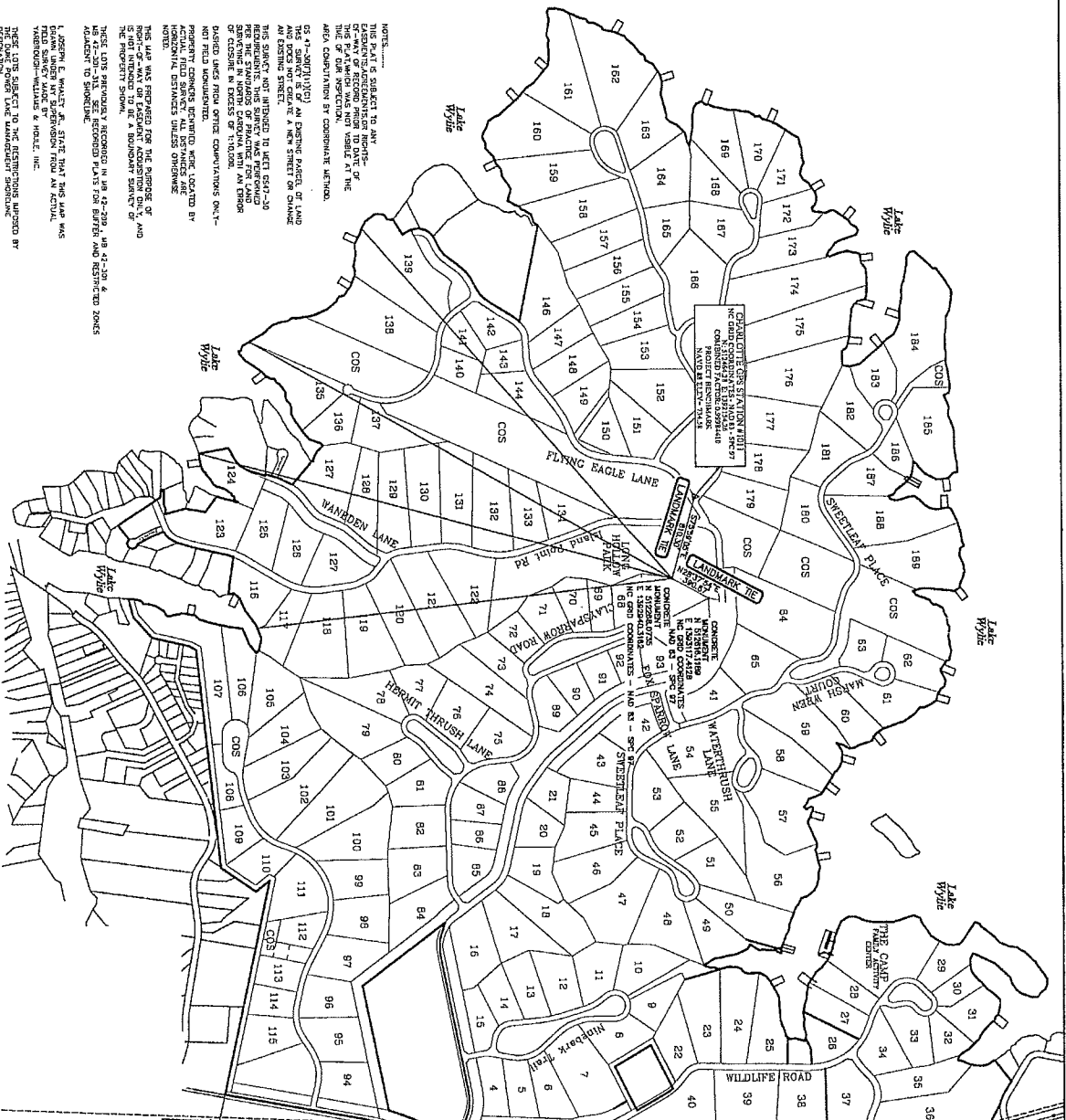
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LOT 124 - SHEET 4 OF 5
THE SANCTUARY PHASE 4

SURVEYED	YARBROUGH-WILLIAMS & HOULE, INC.	MAP RECORDED
MAPPED	730 WINDSOR OAK COURT(28273) P.O. BOX 7007 (28241)	DEED RECORDED
JRB	CHARLOTTE, N.C., 704.556.1990 704.556.0505(FAX)	

1:SERV/P/DHC/3 W/00/LTA C-430 PCL



LOCATION MAP - NOT TO SCALE

8-20-07

**PIER ZONE MAP FOR: (LANDMARK THE DETAIL)
 FOR THE SANCTUARY AT LAKE WYLIE, LLC.**

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1"=1300'	STERILE	MECK	N.C.	08/20/07

LOTS 116, 124, 135, 136 & 139 - SHEET 5 OF 5
THE SANCTUARY PHASE 4

DATE	BY	REVISION
08/20/07	JAW	ISSUED FOR RECORD

YARBROUGH - WILLIAMS & HOUTE, INC.
 730 WINDSOR OAK COURT (28273) P.O. BOX 7007 (28241)
 CHARLOTTE, N.C. 704.556.1990 704.556.0505 (FAX)

NOTES:
 THIS PLAT IS SUBJECT TO ANY
 EXISTING AGREEMENTS, EASEMENTS,
 OR INTERESTS IN THE LAND OR
 THE PLAT WHICH WAS NOT VISIBLE AT THE
 TIME OF THIS SURVEY.
 THIS PLAT IS SUBJECT TO THE
 APPLICABLE SUBDIVISION MAP ACT AND
 ANY OTHER APPLICABLE LAWS.
 THIS PLAT IS SUBJECT TO THE
 APPLICABLE SUBDIVISION MAP ACT AND
 ANY OTHER APPLICABLE LAWS.
 THIS PLAT IS SUBJECT TO THE
 APPLICABLE SUBDIVISION MAP ACT AND
 ANY OTHER APPLICABLE LAWS.

INSTRUMENT # 2007089955



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**DECLARATION OF WITHDRAWAL OF ROAD SEGMENT FROM
PUBLIC OR PRIVATE USE**

THIS DECLARATION OF WITHDRAWAL OF ROAD SEGMENT FROM
PUBLIC OR PRIVATE USE (this "Declaration") is made this 2nd day of
MAY, 2007 by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware
limited liability company (the "Owner").

RECITALS

The Owner is the owner of that certain parcel of land located in Steele Creek Township, Mecklenburg County, North Carolina designated "Tempo Street" on the map recorded in Map Book 17, Page 651 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, said Tempo Street being part of the property conveyed to the Owner by deed recorded in Book 16493, Page 360 in the Office of the Register of Deeds for Mecklenburg County, North Carolina. The portion of said Tempo Street designated "0.881 ACRES (38,393 SQ.FT.) AREA OF R/W BEING ABANDONED IN LOT 139" on the plat of survey of Joseph E. Whaley, Jr., NCPLS dated April 3, 2007 and signed April 18, 2007 attached hereto and made a part hereof (the "Tempo Street Segment") is not open or used by the public nor has it been since its dedication by plat recorded in Map Book 17, Page 651 in the Office of the Register of Deeds for Mecklenburg County, North Carolina and last revised by plat recorded in Map Book 25, Page 754 in the Office of the Register of Deeds for Mecklenburg County, North Carolina. Accordingly, pursuant to N.C.G.S. §136-96, the Owner has executed and caused this Declaration to be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

2343119

Drawn By and Mail to:

John W. Beddow
James, McElroy & Diehl, P.A.
600 South College Street
Charlotte, NC 28202

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owner hereby declares as follows:

(1) The Tempo Street Segment is withdrawn from any and all public or private use to which it may have heretofore been dedicated.

WITNESS WHEREOF, the Owner has caused this Declaration to be duly executed as of the day and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: James F. Martin
James F. Martin, Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that James F. Martin, either being personally known to me or proven by satisfactory evidence (said evidence being Dr. License), personally came before me this day and acknowledged that he is Vice President of The Sanctuary At Lake Wylie, LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of said limited liability company for the purposes stated therein.

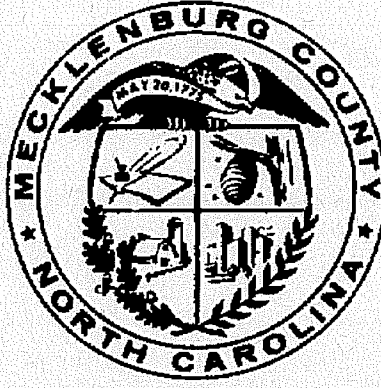
WITNESS my hand and official stamp or seal, this 2nd day of May, 2007.

Debra Jo Bauer
Notary Public in and for the State of North Carolina
Printed Name: Debra Jo Bauer

My Commission Expires:
7/15/2011

(Notary Seal)





JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 05/02/2007 03:05 PM
Book: RE 22168 **Page:** 678-681
Document No.: 2007089955
DECL 4 PGS \$20.00
Recorder: KAMIL COOPER



2007089955

INSTRUMENT # 2007078719



2007078719

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SANCTUARY**

LOT 169 PIER ZONE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY (this “Amendment”) is made and entered into this 16 day of April, 2007, by **THE SANCTUARY AT LAKE WYLIE, LLC**, a Delaware limited liability company (“Declarant”); and is executed and consented to by **DON J. BAUDHUIN and wife, MAUREEN O. BAUDHUIN** (the “Owners”).

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 7763 at Page 774 of the Office of the Register of Deeds for Mecklenburg County, North Carolina (the “Registry”) (as previously supplemented and amended, the “Declaration”) (terms spelled with initial capital letters in this Amendment shall have the meanings given to them in the Declaration, unless otherwise defined herein);

WHEREAS, by Deed recorded in Book 19792 at page 441 of the Registry, Declarant conveyed Lot 169 of THE SANCTUARY, as shown on the map recorded in Map Book 43 at page 711 of the Registry (the “Lot”) to Owners, and Owners currently own fee simple title to the Lot;

WHEREAS, the Pier Zone for the Lot was established by the Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions, and Restrictions for The Sanctuary recorded in Book 19000 at page 522 of the Registry, and is shown on the Exhibit attached to said Second Supplemental Declaration;

WHEREAS, the Owners desire to have the configuration and location of the Pier Zone for the Lot changed;

WHEREAS, pursuant to Article XII, Section 3, of the Declaration, Declarant has the right to amend the Declaration to change the location of any Pier Zone; and

WHEREAS, pursuant to Owners' request, Declarant desires to amend to Declaration to change the location and configuration of the Pier Zone the Lot;

NOW, THEREFORE, Declarant, by this Amendment, does hereby reconfigure and relocate the Pier Zone for the Lot to the configuration and location shown on the Pier Zone Map, Sheets 1 of 2 and 2 of 2, prepared by Yarbrough-Williams & Houle, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. From and after the date hereof, the Pier Zone for the Lot shall be as shown on Exhibit A.

Notwithstanding the foregoing relocation and reconfiguration, the Owners of the Lot must comply with all governmental and Duke Energy requirements and regulations concerning the placement and operation of any pier adjacent to the Lot, as set forth in the Declaration, and nothing in this Amendment shall constitute or be deemed as a representation that a pier or any other facility constructed within such reconfigured Pier Zone complies with any such requirements or regulations.

IN WITNESS WHEREOF, Declarant and Owners have caused this Amendment to be executed, all the day and year first above written.

THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: James F. Martin Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JAMES F. MARTIN
(name of principal(s))

Date: 4/16/09

Official Signature of Notary Public: Judy B. Mills

Notary printed or typed name: Judy B. Mills

My commission expires: 9/18/09



Don J. Baudhuin
Don J. Baudhuin

Maureen O. Baudhuin
Maureen O. Baudhuin

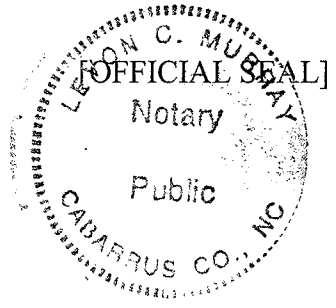
STATE OF NORTH CAROLINA
Cabarrus
COUNTY OF ~~MECKLENBURG~~

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Don J. Baudhuin and Maureen O. Baudhuin
(name of principal(s))

Date: March 26 2007

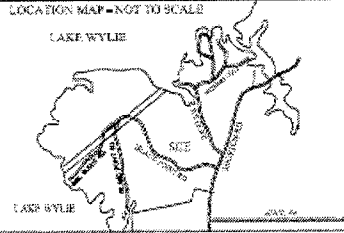
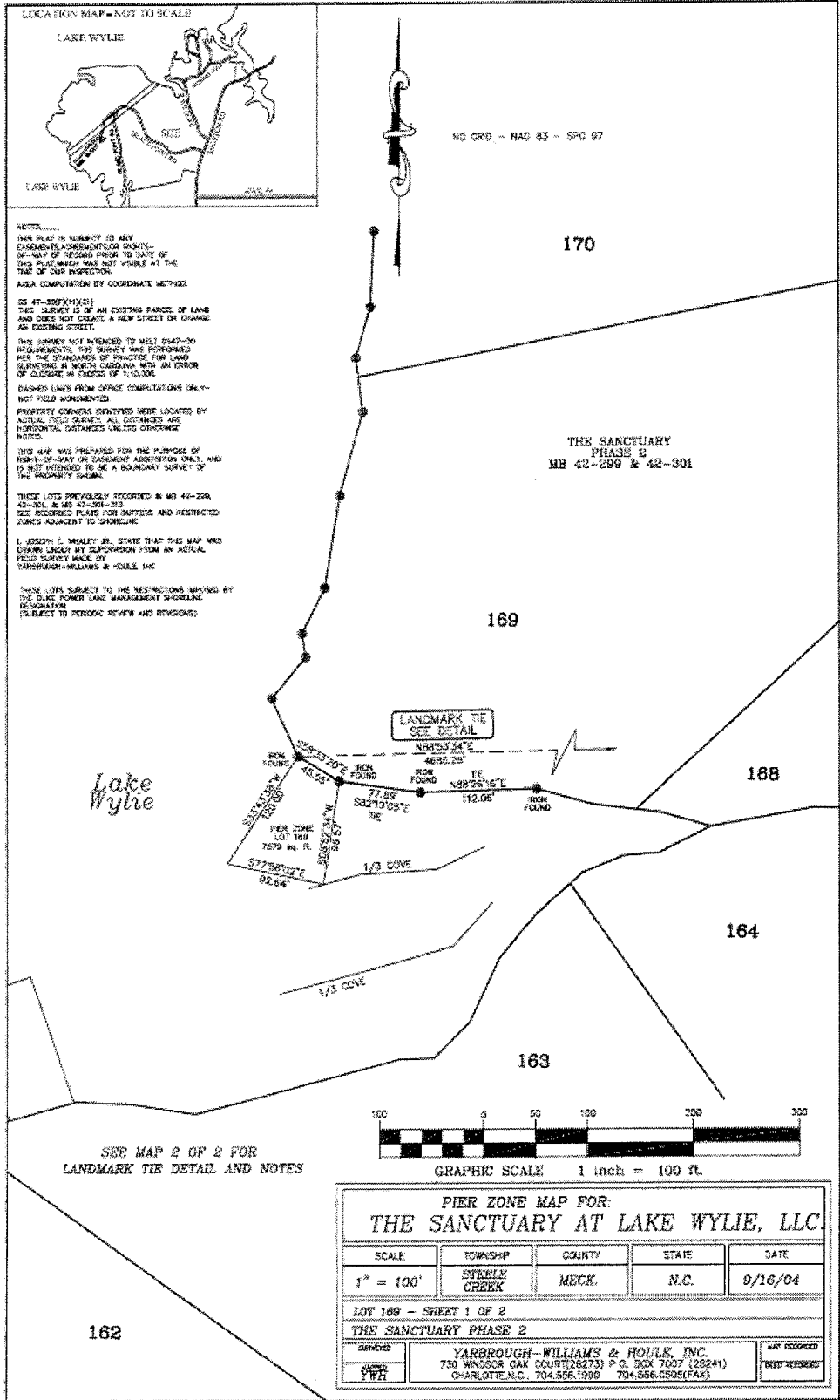
Official Signature of Notary Public: Levon C Murray

Notary printed or typed name: Levon C Murray



My commission expires: January 31 2012

EXHIBIT A



NOTES:

THIS PLAN IS SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAN WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

AREA COMPUTATION BY COORDINATE METHOD.

GS 47-35671(1/01)

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY NOT INTENDED TO MEET ROAD-TO-REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1/10,000.

DASHED LINES FROM OFFICE COMPUTATIONS ONLY - NOT FIELD WORKED.

PROPERTY CORNERS INDICATED WERE LOCATED BY ACTUAL FIELD MEASUREMENTS. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

THESE LOTS PREVIOUSLY RECORDED IN MB 42-299, 42-301, & MB 42-301-213.

SEE RECORDED PLATS FOR SUFFERS AND RESTRICTED ZONES ADJACENT TO SHORELINE.

I, JOSEPH C. WILLEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

THESE LOTS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE DUKE POWER LAKE MANAGEMENT SHORELINE REGULATIONS SUBJECT TO PERIODIC REVIEW AND REVISIONS.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

SEE MAP 2 OF 2 FOR LANDMARK TIE DETAIL AND NOTES

GRAPHIC SCALE 1 inch = 100 ft.

PIER ZONE MAP FOR:
THE SANCTUARY AT LAKE WYLIE, LLC

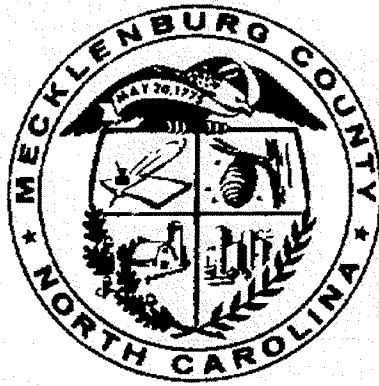
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	STEEPLE CREEK	MECK.	N.C.	9/16/04

LOT 169 - SHEET 1 OF 2

THE SANCTUARY PHASE 2

SURVEYED	MAP RECORDED
YWH	7817-128265

YARBROUGH-WILLIAMS & HOULE, INC.
730 WINGSBORO CAK COURT (28273) P.O. BOX 7607 (28241)
CHARLOTTE, N.C. 704.556.1390 704.556.4505(FAX)



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Filed For Registration: 04/19/2007 12:19 PM
Book: RE 22091 Page: 723-729
Document No.: 2007078719
RESTR 7 PGS \$29.00
Recorder: SERENA ROSS



2007078719

INSTRUMENT # 2007173978



2007173978

**RELEASE AND RELINQUISHMENT OF DECLARANT RIGHT UNDER
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR THE SANCTUARY**

THIS RELEASE AND RELINQUISHMENT (this “**Release**”) is made this 21st day of August, 2007, by THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company (“**Declarant**”).

A. Declarant has previously executed a Declaration of Covenants, Conditions and Restriction for The Sanctuary (the “**Original Declaration**”) dated September 17, 2004, and recorded in Book 17763, Page 774 in the office of the Register of Deeds of Mecklenburg County, North Carolina (the “**Registry**”), with respect to a Project (as defined in the Original Declaration) commonly known as The Sanctuary.

B. The Original Declaration has been supplemented and amended by (i) First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for the Sanctuary, recorded in Book 17807, Page 450, in the Registry, (ii) First Amendment to Declaration of Covenants, Conditions and Restrictions – Sanctuary, recorded in Book 17995, Page 462, in the Registry and re-recorded in Book 18008, Page 428, in the Registry, (iii) Second Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions - the Sanctuary, recorded in Book 19000, Page 522, in the Registry, (iv) Amendment to Declaration of Covenants, Conditions and Restrictions - The Sanctuary, recorded in Book 19454, Page 297, in the Registry, (v) Third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for the Sanctuary, recorded in Book 19610, Page 895, in the Registry, (vi) Fourth Supplemental Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions - the Sanctuary, recorded in Book 19698, Page 785, in the Registry, (vii) Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded in Book 21349, Page 871, in the Registry; (viii) Amendment to Declaration of Covenants, Conditions and Restrictions for the Sanctuary Lot 169 Pier Zone, recorded in Book 22091, Page 723, in the Registry, and (ix) Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, recorded in Book 22673, Page 905, in the Registry. The Original Declaration as supplemented and amended is referred to herein as the “**Declaration.**”

Drawn By and Return To:

Robinson, Bradshaw & Hinson, P.A.
Attention: Robert C. Sink
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

C-1039203v7 04491.01181

C. Under Article II, Section 2 of the Declaration, Declarant has reserved the right to cause Additional Property to be made subject to the terms and scheme of the Declaration.

D. Declarant has previously made subject to the Declaration all of the property described in Exhibit "A" attached to the Declaration and all of the property described as Tract One in Exhibit "B" attached to the Declaration, which properties contain in the aggregate 1,317.31 acres, more or less, and currently comprise the Property (the "Existing Property").

E. Declarant has determined that it is in the best interest of the Project to release and relinquish Declarant's right to create Lots in land lying beyond the boundaries of the Existing Property. Declarant has created 187 Lots within the Existing Property.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself and its successors and assigns, hereby irrevocably releases, relinquishes, extinguishes and surrenders the right granted to Declarant under the Declaration to create Lots subject to the Declaration in land lying beyond the boundaries of the Existing Property.

Except as expressly relinquished by this Release, Declarant reserves all of its rights, privileges, powers and exemptions under the Declaration.

All capitalized, but undefined, terms used in this Release shall have the meanings given to them in the Declaration, which Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has executed this Release as of the date first above written.

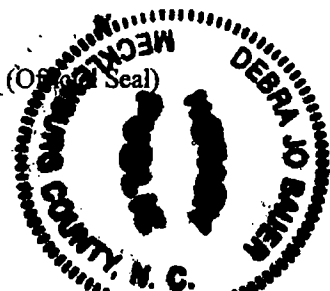
THE SANCTUARY AT LAKE WYLIE, LLC

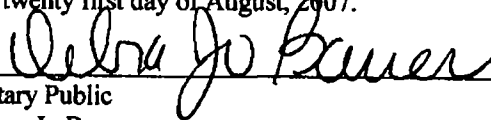
By: 
James F. Martin, Vice President

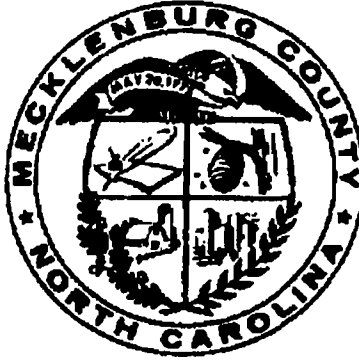
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Debra Jo Bauer, a Notary Public for said County and State, do hereby certify that James F. Martin, Vice President of THE SANCTUARY AT LAKE WYLIE, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official seal, this the twenty first day of August, 2007.




Notary Public
Debra Jo Bauer
Notary's printed or typed name
My commission expires: July 15, 2011



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Filed For Registration: 08/22/2007 11:31 AM

Book: RE 22706 Page: 24-26


Document No.: 2007173978

REL 3 PGS \$17.00

Recorder: SERENA ROSS



2007173978

FOR REGISTRATION J. DAVID GRANBERRY
 REGISTER OF DEEDS
 MECKLENBURG COUNTY, NC
 2011 JUL 06 01:25:33 PM
 BK: 26589 PG: 60-63 FEE: \$20.00
 INSTRUMENT # 2011075265

 2011075265

STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG

Cross-reference to Declaration at:
 Book 17763
 Page 774

**AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 THE SANCTUARY**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE SANCTUARY ("**Amendment**") is made this sixth day of June, 2011, by The Sanctuary at Lake Wylie, LLC, a Delaware limited liability company ("**Declarant**").

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions – The Sanctuary, recorded on September 17, 2004 as Document #201848 in Book 17763, Page 774, *et seq.*, in the office of the Register of Deeds for Mecklenburg County, North Carolina (the "**Public Registry**"), which has been supplemented and amended by those instruments recorded in the Public Registry as follows:

Description	Recording Date	Document No.	Book - Page
1 st Supplemental Declaration	09/28/2004	2004208887	17807 - 450
1 st Amendment to Declaration	11/12/2004	2004238787	17995 - 462
1st Amendment to Declaration (re-recorded)	11/16/2004	2004240760	18008 - 428
2 nd Supplemental Declaration	07/07/2005	2005127291	19000 - 522
2 nd Amendment to Declaration	10/06/2005	2005199153	19454 - 297
3 rd Supplemental Declaration	11/09/2005	2005225746	19610 - 895
4 th Supplemental Declaration	11/30/2005	2005239885	19698 - 785
5 th Supplemental Declaration	11/13/2006	2006236150	21349 - 871
Amendment to Declaration – Lot 169 Pier Zone	04/19/2007	2007078719	22091 – 723
6 th Supplemental Declaration	08/14/2007	2007168563	22673 – 905
Amended & Restated 6 th Supplemental Declaration	08/22/2007	2007174421	22709 – 136

[continued on next page]

Prepared by and after recording return to:

Nina Shor
 The Sanctuary at Lake Wylie, LLC
 227 W. Trade Street
 Charlotte, North Carolina 28202

3



(the Original Declaration, as amended and supplemented, is referred to herein as the "Declaration").

Pursuant to Article XII, Section 3 of the Declaration, the Declarant reserved the unilateral right to amend the Declaration in its sole and absolute discretion so long as it owns any portion of the Property (as defined in the Declaration), to make any amendments or modifications which Declarant deems necessary or desirable. Declarant still owns one or more Lots within the Property and desires to amend the Declaration to modify certain provisions thereof relating to transfer fees.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1.

The Table of Contents to the Declaration is amended by deleting the heading for Article V-A, Section 5 as it appears in such Table of Contents and redesignating Article V-A, Section 6 as Article V-A, Section 5.

2.

Article V, Section 1, is amended by deleting the words, "and/or Declarant" in the first sentence of that Section.

3.

Article V-A, Section 3, is amended by deleting the introductory clause in that Section which reads, "Except as otherwise provided in Section 5 of this Article V-A below, " and by capitalizing the first letter of the word "all" immediately following the deleted clause.

3.

Article V-A is further amended by deleting Section 5 thereof in its entirety and redesignating Section 6 as Section 5.

4.

Article VI, Section 2, is amended by deleting the last sentence of that Section, which reads, "Declarant shall have the same right and remedies as the Association with respect to collection of any Transfer Fee payable to Declarant."

5.

The Declaration is further amended by deleting any other references to Article V-A, Section 5 therein.

The Declaration shall remain in full force and effect as amended hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by and through its duly authorized officer as of the date first above written.

DECLARANT: THE SANCTUARY AT LAKE WYLIE, LLC,
a Delaware limited liability company

By: *James F. Martin*
Name: James F. Martin
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

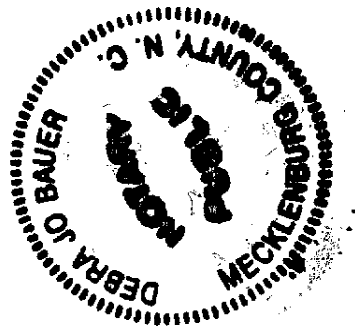
I, Debra Jo Bauer, a Notary Public of the County and State aforesaid, certify that James F. Martin personally came before me this day and acknowledged that he/she is Vice President of The Sanctuary at Lake Wylie, LLC, a Delaware limited liability company, and that in such capacity, and being authorized so to do, he/she executed the foregoing instrument on behalf of said limited liability company.

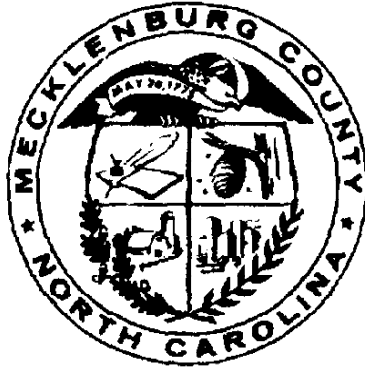
Witness my hand and official stamp or seal, this the sixth day of June, 2011.

[Notarial Seal]

Debra Jo Bauer
Notary Public
My Commission Expires: July 15, 2011

5385.10/3rdAmendmt-Sanctuary/050611/jps





J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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and/or cancellation.

Filed For Registration: 07/06/2011 01:25:33 PM
Book: RE 26589 Page: 60-63
Document No.: 2011075265
RESTR 4 PGS \$20.00
Recorder: ELLA MILLS



2011075265