

**Board and Covenant Committee Revisions
in Final Form
7-5-18**

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

**AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CARSON'S POND**

This document allows the display of political signs on any homeowner lot.

This instrument ("Amendment") is executed and certified in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions of Carson's Pond, recorded July 11, 1984 in Book 4868, Page 795 of the Mecklenburg County Registry, together with any subsequent amendments and any prior or subsequent supplements thereof (hereinafter "the Declaration").

STATEMENT OF PURPOSE

The Carson's Pond Homeowners Association, Inc. (hereinafter "Association") was established by the Declaration referenced above, and the filing of the Articles of Incorporation on July 25, 1984. Article VII, Section 3 of the Declaration allows for amendments to the Declaration, in whole or in part, by a recorded instrument signed by not less than seventy-five percent (75%) percent of Lot Owners.

The signatures appearing below represent at least seventy-five percent (75%) of the Lot Owners, indicating their consent to this Amendment.

NOW, THEREFORE, the Association, in accordance with its Declaration, does hereby certify the due and proper adoption of the following Amendment to the Declaration:

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Carson's Pond Homeowners Association, Inc., a nonprofit North Carolina corporation, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. “Owner” shall mean and refer to any record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration but excluding those having such interest merely as security for the performance of an obligation.

Section 4. “Property” shall mean the entire Carson’s Pond Subdivision including that certain property shown on plats recorded in Map Book 20 at Pages 435, 436, 641 and 770; Map Book 21 at Pages 232, 785, 786 and 909 – 911; and Map Book 26 at Page 668 in the Office of the Mecklenburg County Register of Deeds, and shall also mean and refer to any such revisions thereto and additional property in Mecklenburg County as may have been or will be added from time to time. The terms “Property” and “Subdivision” are interchangeable.

Section 5. “Lot” shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

Section 6. “Dwelling Unit” shall mean and refer to the completed single family home located upon a Lot.

Section 7. “Common Area” or “Common Property” shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members, including without limitation all existing and future roads and rights-of-way and all greenways, median strips, cul-de-sac centers, planting areas and recreational areas and all entry ways, directional and informational signs (and the areas set aside for their location), lakes or ponds, clubhouse, tennis courts, swimming pool, and any other property as may be purchased or provided for the common use and benefit of the Owners, including without limitation such Common Property as may be shown on the recorded plats of the Property.

Section 8. “Architectural Review Committee” or “ARC” shall mean the Architectural Review Committee established for the purpose of administering architectural control as provided in Article IV of this Declaration.

Section 9. “Dues” shall mean and refer to the amount of money assessed by the Association on an annual basis.

Section 10. “Rental Lot” shall mean any Lot that is leased pursuant to the terms of Article V, Section V of this Amendment. A Lot shall cease to be a Rental Lot at such time that: (i) the Lot is sold, transferred or otherwise conveyed to a new Owner, or (ii) the Lot is occupied by the current Owner.

ARTICLE II.

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNER DUES AND SPECIAL ASSESSMENTS

Section 1. Owner's Easements.

(a) Every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to Lots owned or Dwelling Units owned by the Owner for himself, his family, agents, licensees and invitees, subject to the provisions of this Declaration.

(b) Each Lot shall be subject to an easement in favor of the Owner of an adjacent Lot which adjoins the Lot subject to such easement on the side of said Lot on which is located the "blind" side of a house, which is defined to be that side of the house which has no windows. Such easement shall extend along such side of said Lot for the length of the house situated on said Lot and for the full width from the exterior wall of said house to the side lot line on which the "blind" side of said house is located.

(c) The easement which is provided in Section 1(b) above for each Lot, if applicable, shall be in favor of the Owner of a Lot which adjoins the "blind" side of a house as defined above, who shall have the right to the use and enjoyment of said easement area, provided that no permanent structures may be placed thereon.

Section 2. Annual Dues and Special Assessments.

(a) The Association shall have the right, from time to time, to establish reasonable Dues to be paid by each Owner to be used to: 1) promote the recreation, health, safety and welfare of the residents of the Property; 2) to pay the operating and administrative expenses of the Association, including without limitation, the maintenance, upkeep and repair of all streets and roads, road rights-of-way, and other Common Property, administrative office and other expenses necessary or useful to maintain and operate the Association (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association); 3) pay for the maintenance of the lawns of each Lot, which maintenance shall include mowing, annual seeding and fertilizing as determined by the Association, but shall not include the planting or replacement of shrubbery, flowers, trees and the like; and 4) in the discretion of the Board of Directors, to maintain, upkeep and repair certain road rights-of-ways adjacent to the Property in order to preserve the appearance of those areas and make them appear aesthetically consistent with the Property.

(b) The annual Dues per Lot shall be established by the Board of Directors and shall be due and payable monthly or at such other time or times as hereinafter provided by the Board of Directors.

(c) The annual Dues may be increased or decreased during any calendar year by the Board of Directors without a vote of the membership, to an amount not more than ten (10%) percent in excess of the annual Dues for the previous year. A majority vote of voting members of the Association must approve an increase or decrease in the yearly Dues if the increase or decrease exceeds the Dues for the previous year by more than ten (10%) percent.

(d) Not later than December 1 of each year, and on the same date of each year thereafter, the Board of Directors shall have determined and shall have given written notice to each Owner of the annual Dues affixed against each Lot for the immediately succeeding calendar year.

(e) Special Assessments. In addition to the annual Dues, the Board of Directors may levy special assessments in any calendar year for the purpose of supplementing the annual Dues if the same are inadequate to pay the reasonable maintenance expenses, operating costs and long-term capital needs of the Association as described in Section 2(a) hereof, or for extraordinary circumstances, provided that any such special assessments shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

(f) No owner may waive or otherwise escape liability for the Dues and Special Assessments provided for herein by non-use or abandonment of his Lot.

Section 3. Removal of Obstructions and Unsightly Growth, Debris and Materials.

(a) The Board of Directors without notice, may remove any obstructions of any nature located within road rights-of-way or other Common Property (including but not limited to trees, shrubs, and mailboxes) which, in the opinion of the Board, either might produce a hazard or might interfere with the ability of any applicable governmental body (or agency or department thereof) to maintain the roads. The Board of Directors shall have the right to use Dues collected for maintenance of roads, road rights-of-way and other Common Property (as such Dues are provided for elsewhere herein) for taking steps which are reasonably necessary or desirable to accomplish the said removal of obstructions.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity caused by or resulting from the placement of the obstruction in the road right-of-way or other Common Property. In the event that the Owner responsible for such charge or liability, as aforesaid, fails and refuses to pay such charge or liability within thirty (30) days after receiving a written invoice for same, then the Association shall process and record a lien against the Lot thereon and may enforce collection of the charge or liability, together with administrative fees, collection costs, court costs and reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said Lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that a violation has occurred upon a Lot, a Lot has become unsightly due to overgrowth or due to debris of any nature having accumulated on the Lot, then the Association shall have the right but not the obligation, from time to time to enter the said Lot, for the purpose of remedying the violation, removing overgrowth or removing the debris; and such Owner releases, indemnifies and shall save the

Association harmless from all liability, claims, damages and expense arising in connection with any such actions taken by the Association, its contractors or agents. At least ten (10) days prior to entering a Lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period.

(d) The Association shall have the right, in its sole discretion, to pay from the above described Dues, such costs as are reasonably necessary to allow it to remedy a violation, remove overgrowth, weeds and underbrush and to remove debris and to charge the Owner of the Lot with the actual cost of the Association of such cutting, removal, and/or remedying the violation. In the event that such Owner fails or refuses, after demand by the Association, to pay such cost, then the Association shall process and record a lien against said Lot for such cost and may enforce collection of said cost, together with administrative fees, collection costs, court costs and reasonable attorneys' fees by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid cost and said associated collection expenses shall be a charge against said Lot and collectible in the same manner as annual Dues.

(e) The decision to expend Association funds to repair and maintain the Common Property shall be made by a majority of the Board of Directors. By such vote, the Board of Directors may delegate such authority to any committee of the Board of the Directors.

(f) Notwithstanding the foregoing, each Owner of a Lot shall be solely responsible for any repairs to Common Property caused by the negligent act or acts of said Owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 4. Late charges and Interest on Unpaid Dues and/or Special Assessments.

Any Dues and/or special assessments not paid within thirty (30) days after the due date shall be subject to such late charges by law. The late charge imposed for late payment of any Dues and/or special assessment is the greater of 1) \$20.00 per month; or 2) 10% of any Dues and/or special assessment installment unpaid, and shall be charged to any Dues and/or special assessments that are not paid within 30 days of its due date. As used herein, the "Default Interest Rate" shall be 18% per year (1.5% per month) which shall commence to accrue on any Dues and/or special assessments or other account balance that is not paid within 90 days of the date due. The initial date upon which liens may be filed for failure to make a payment of Dues and/or special assessments and charges is 30 days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment dates by majority vote.

Section 5. Lien for Unpaid Dues and/or Assessments.

(a) In the event that the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual Dues and/or special assessment, then the Association may enforce collection of said Dues and/or special assessment by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the

same as by law provided, to the end that such unpaid Dues and/or special assessment together with the costs and expenses of collection, including without limitation, administrative fees, collection costs, court costs and reasonable attorneys' fees, shall be a charge and lien against the said Lot.

(b) To secure the payment of the annual Dues and special assessments as are levied by the Association, together with the costs of collection, including attorneys' fees, all such charges shall be a continuing lien upon the Lot against which the Dues and/or special assessments are made. Such charges shall also be the personal obligation of the person(s) who were the Owner or Owners of such Lot at the time the Dues and/or special assessment came due. The personal obligation shall remain a lien upon the Lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the Dues and/or special assessments nor the costs of collection shall be a lien upon any Common Property.

Section 6. Other Association Rules, Programs and Benefits.

Additionally, the Association shall provide such other programs and benefits for the Owners approved by a majority vote of the members present in person or by proxy at meeting duly called for such purpose at which a quorum was present and acting throughout. This section is not intended to limit, in any way, the powers or duties of the Association outlined in this Article or the Act. Notwithstanding any other provision herein, the Association shall have the authority to adopt rules and regulations that affect the use of the Common Property and the conduct of Owners and their guests and invitees without the approval by the Owners. The Owners shall abide by such rules and regulations and the Association shall have all rights of enforcement provided in this Article.

ARTICLE III.

MEMBERSHIP, VOTING RIGHTS AND MEETINGS

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

Section 2. Membership Voting. Members shall be entitled to one vote for each Lot owned. When more than one (1) person owns an interest in a Lot, all such persons shall be members. The vote for such Lot with multiple owners shall be exercised as the owners of such Lot, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting. In no event shall more than one vote be cast with respect to any Lot.

Section 3. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights (if any) of an Owner for any period during which any Dues and/or special assessment on his Lot, or any fine imposed by the Association, remains unpaid in addition to its right to enforce collection of the same against the Owner; or for any period during which an

Owner has been found to be in violation of this Declaration, the Association's bylaws, or any rules, regulations or policies adopted by the Association.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Committee (also referred to as the "ARC") has been established to perform and review functions set forth in this Declaration.

Section 2. The ARC shall be composed of not more than seven (7) persons who shall be appointed by a majority vote of the Board of Directors. Vacancies shall be filled by majority vote of the Board of Directors, and ARC members may be removed by majority vote of the Board of Directors. ARC members must be members of the Association.

Section 3. The ARC shall adopt such procedural rules and regulations as are necessary for the performance of its duties. The ARC shall promulgate, adopt and publish (subject to approval of the board) architectural standards and guidelines in the Resident's Handbook (hereinafter "Resident's Handbook") which shall be used by the ARC in reviewing Plans and materials submitted to the ARC for approval. The Resident's Handbook may include, subject to specific restrictions set forth in this Declaration, minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the ARC for the construction of improvements of any nature upon the Property. The purpose of such Resident's Handbook shall be to preserve and promote the character and orderly development and maintenance of the Property.

Section 4. No building, fence wall, outbuilding or any other accessory feature to the dwelling or any other structure upon any Lot shall be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, until the complete construction plans (the "Plans") are approved, in writing, by the ARC or its designated agent. The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials and the proposed landscaping plan. The areas over which the approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, and all accessory buildings, the location of the principal residential structure and all accessory buildings, structures and improvements on the lot, the size and plan of the garage, the location and manner of construction of each driveway, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures.

Section 5. The ARC or its designated agent shall have 15 days after physical receipt of the Plans to accept or reject the same in whole or in part, and the Board shall have the authority to

accept or veto any decision of the ARC within a reasonable time, prior to the Owner substantially commencing construction. If no response by the ARC has been made in writing within said 15 days, the Owner or his builder shall notify the ARC in writing, with a copy provided to the Board that no response has been made to the Plans submitted and that the ARC has an additional 15 days to make such response or the Plans will be automatically approved as submitted. Thereafter, if no approval is given within 15 days after such notice is given the ARC, the Plans shall be deemed to be approved as submitted. After the Plans are approved the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The actual construction shall be the responsibility of the Owner and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as approval by the ARC or its designated agent of the structural stability, design or quality of any building or other improvement.

Section 6. To the fullest extent permitted by law, the ARC shall have the right to waive minor setback violations, not to exceed a variance of 10% in any single instance, when the remedial costs of correcting such violation, in the opinion of the ARC, impose undue hardship upon the Owner who violates such setback.

Section 7. Work on and improvements to the driveways, walkways, landscaping and the exterior of all houses and other structures upon Lots must be completed within eight months after the construction of same has commenced except where such completion is impossible or would result in great hardship to the Owner or builder due to causes beyond their reasonable control as determined by the ARC or its designated agent.

ARTICLE V.

GENERAL USE RESTRICTIONS

All persons, firms or corporations hereafter acquiring title to any portion of the Property, are hereby subject to these restrictive covenants as to the use thereof, which restrictions may be modified or supplemented, upon the recordation of a Supplemental Declaration with respect thereto.

Section 1. Except as otherwise provided in this Declaration, the Lots shall be used for single-family residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two and one-half (2 ½) stories in height above the ground, together with outbuildings customarily incidental to the residential use of the Lot as approved by the ARC. "Single-family" as used herein shall mean no more than three persons unrelated by blood or marriage.

Section 2. Each single-family dwelling shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than One Thousand Six Hundred (1,600) square feet for one story dwellings and not less than One

Thousand Seven Hundred (1,700) square feet of enclosed, heated living area for multi-level dwellings.

Section 3. All driveways shall be constructed of either concrete or other decorative type of material approved by the ARC.

Section 4. More than one (1) Lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more Lots only with the express written consent of the Association's Board of Directors and the ARC, and in such event the building line requirements prescribed herein shall apply to such Lots, as combined. No Lot may be subdivided by sale or otherwise. Upon combination of Lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such Lot as combined or subdivided.

Section 5. Leasing of Lots.

(a) Limitation on Leasing. No lease of any Lot shall be permitted which would result in more than ten percent (10%), or 12 homes) of the total of homes in Carson's Pond (the "Rental Cap") being occupied by a person(s) other than the Owner. For purposes of this subsection, "lease" is defined as regular, exclusive occupancy of any portion of a Lot, by any person(s) other than the Owner, for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, or gratuity. No subleasing of Lot (or any portion thereof) shall be allowed. No Lot (or any portion thereof) shall be leased for transient or hotel purposes. The minimum term of any proposed lease shall not be less than six months. No retroactive approval shall be required for any leases existing on or prior to the date this Amendment is recorded. Upon the recording of this Amendment, any and all leases shall comply with the terms of this Amendment. Any Owner intending to lease a Lot shall be required to obtain the approval of the Board of Directors as required herein.

(b) Notice to Board. Any Owner desiring to make a lease of his/her Lot shall submit a written request to the Board of Directors. The Board of Directors shall, within ten (10) days thereof, notify the Owner as to whether the desired lease would exceed the Rental Cap.

(c) Compliance with Declaration, By-Laws, and Rules and Regulations: The Board of Directors shall maintain a listing of all Owners desiring to make a lease of his/her Lot including the date on which the request was made to the Board (the "Rental Waiting List"). The right to lease Lots herein shall be based on the date of said Owner's request, on a first-come, first-served basis. The Rental Waiting List shall be made available to all Owners, and the Board shall take all reasonable actions to ensure the Rental Waiting List is publicly available to all Owners. At such time a Lot ceases to be a Rental Lot, the Board shall notify the first person on the Rental Waiting List and said Owner shall notify the Board within ten (10) days thereafter of his/her intent to lease his/her Lot. If the Owner desires to lease his/her Lot, said Owner shall have a period of ninety (90) days to secure a lease. If the Board does not receive a request to lease pursuant to subsection (b) above within the ninety (90) day period, the Owner shall no longer be permitted to lease the Owner's Lot, and the Board shall thereafter notify the next Owner on the Rental Waiting List.

(d) Void Transactions: Any lease entered into that results in the number of leased Lots exceeding the Rental Cap shall be void *ab initio*. Any lease of a Lot which is not approved pursuant to the terms of this section shall be void, unless subsequently approved in writing by the Board of Directors. Any violation of these provisions shall subject the Owner to a daily fine, after notice is sent by certified mail to the Owner from the Board of Directors. In the event that the Owner continues to violate this Section 5 after the Board of Directors has given notice pursuant to the preceding sentence, the Board of Directors may impose a fine, not to exceed one hundred dollars (\$100.00) per day that said violation continues. Such fines shall be payable to the Association within 30 days of receipt of the notice. If any fine imposed hereunder is not paid, the Board of Directors may enforce collection of the fines, together with administrative fees, collection costs, court costs and reasonable attorney's fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and enforcement of same.

(e) Extenuating Circumstances. Notwithstanding anything in this Section 5 to the contrary, an Owner shall be permitted to lease his/her Lot regardless whether such lease would exceed the Rental Cap, if and only if: (i) the Owner is on active military service and deployed, or (ii) the lease is between the Owner and an immediate family member of the Owner. For purposes of this Section 5(e) the term "immediate family member of the Owner" shall mean the Owner's parents, grandparents, brothers, sisters, and children (including stepchildren).

Section 6. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 7. Easements. The Association (for itself, its successors and assigns) reserves dedicated easement over, along and under the following portions of each lot: (a) as shown on the aforementioned map, (b) the rear ten feet, and (c) five feet adjoining each side line. These easements are for the installation of poles, lines, conduits, pipes, drainage and other equipment and facilities necessary or useful for furnishing service to the property shown on said maps or other property (now, formerly, or hereafter) owned by the Association or its successors) adjacent thereof or in the proximity thereof. A perpetual easement fifteen (15) feet in width is reserved for the use and benefit of, and hereby granted to, the Association along each right of way margin of public roads for the location and maintenance of trees and other landscape plantings, and in this regard the Association is granted free rights of ingress, egress and regress, from time to time, as may be advisable to plant, seed, prune, fertilize, spray and otherwise care for such trees and plantings.

Section 8. No outside clotheslines shall be permitted. Outside antennae or satellite dishes shall be permitted as approved by the ARC in accordance with Federal Communication Commission regulations. No solar panel may be placed or maintained on any plane of the roof facing the street on which a house fronts.

Section 9. Unless located within enclosed garages, no house trailer, travel trailer, motor home, ship, boat, raft, float, boat trailer, camper, tent, shed, truck (in excess of a 1 and 1/2-ton pick-up

truck), commercial vehicle or any other such vehicle, trailer, vessel or temporary structure shall be kept or maintained or located upon any Lot. No vehicles that are disabled or under repair shall be kept upon any Lot unless located within enclosed garages. For purposes of this guideline, "commercial vehicle" shall be defined as any vehicle having any one of the following:

- (a) More than two axles;
- (b) Commercial writing or logos, advertising signage attached to or displayed on the vehicle's exterior;
- (c) Visible equipment, including but not limited to ladder racks, tool boxes, or hydraulic lifts;
- (d) A gross vehicle weight ("GVW") in excess of 7,500 lbs.
- (e) Any vehicle having or requiring a "commercial" license plate from the Division of Motor Vehicles of any state.
- (f) Law enforcement and government-issued passenger vehicles (coupes or sedans) are exempt from this regulation.

No vehicle service, repair or restoration which requires disassembly of major components of the vehicle or storage of parts shall be performed except within an enclosed garage.

Section 10. No Dwelling Unit or building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded map of such Lot. No building shall be located on any Lot nearer than three and one-half (3 ½) feet to any interior Lot line.

Section 11. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, shed, tent, garage, barn, or any other structure of a similar nature shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Only the Dwelling Unit upon a Lot shall be used as a residence.

Section 12. No fence, wall, hedge or other similar obstruction shall be erected on any Lot nearer to any street line than the building setback line shown upon the recorded map of the Lot, unless approved by the ARC.

Section 13. Owners shall maintain their Lot and any improvements thereon in well maintained, safe, clean and attractive condition at all times consistent with the community-wide standard as determined by the Board of Directors. This includes, but is not limited to, the following:

- (a) Prompt removal of all trash, waste, litter, yard or construction debris;
- (b) Lawn mowing on a regular basis, to the extent not provided by the Association;
- (c) Tree and shrub pruning
- (d) Watering plant material by means of an irrigation system or hand-watering as needed;
- (e) Keeping exterior lighting and mechanical facilities in working order;

- (f) Removing and replacing any dead or dying plant material;
- (g) Keeping vacant land free of trash, weeds, and undergrowth;
- (h) Keeping parking areas and driveways in good repair;
- (i) Ensuring that sediment and erosion control measures are maintained in place and in good working condition;
- (j) Repainting or staining of all exterior improvement surfaces as needed;
- (k) Repair of exterior damage to improvements; it being understood that the repair, restoration or replacement of any improvements due to damage or destruction must be in accordance with in accordance with the terms and provisions of this Declaration, and with the approval of the ARC as set forth above.

Section 14. Pets and Animals.

- (a) No livestock or other animals may be harbored within the community, including but not limited to chickens or other fowl, goats, horses, or animals kept primarily for breeding or commercial purposes, except for dogs and cats.
- (b) Owners and tenants must immediately clean up any waste left by their pets on any Lot or in the Common Areas, and pets must be leashed at all times while outside of a Dwelling Unit.
- (c) The cost of repairing any damage caused to the Common Areas or any Lot by a pet shall be borne by the owner or tenant harboring the pet. Such cost, including any costs of collection or reasonable attorney's fees, shall constitute an additional assessment against the Owner's lot.
- (d) No dangerous, aggressive, or wild animals may be kept.
- (e) Any owner or tenant who fails to comply with these regulations after written notice by the Board of Directors, may, after notice and the opportunity to be heard, be fined in accordance with N.C.G.S. § 47F-3-107.1.

ARTICLE VI.

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any Provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable

proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable administrative costs, collection costs, court costs and attorney's fees.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

ARTICLE VIII.

AMENDMENT TO THE DECLARATION

The Declaration may be amended in whole or in part at any time by the affirmative vote or an instrument signed by at least seventy-five (75%) percent of the members of the Association. Such amendment shall not be effective until executed by the Association and duly recorded in the Mecklenburg County Public Registry.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association, pursuant to the authority vested in them under the Declaration do hereby certify the proper ratification of the Declaration as set forth above and by their signatures attached hereto, and set their hand-and seal below on this ____ day of _____, 20____.

Carson's Pond Homeowners Association, Inc.

By: _____ (SEAL)

_____, President

By: _____ (SEAL)

_____, Secretary

NORTH CAROLINA
MECKLENBURG COUNTY

This _____ day of _____, 20____, before me, the undersigned Notary Public

in and for the County and State aforesaid, personally came _____, who, being duly sworn, says that he is President of the Carson's Pond Homeowner Association, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said President acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial stamp or seal this _____ day of _____, 20____.

Notary Public

My commission expires:_____

(Notarial Seal

NORTH CAROLINA
MECKLENBURG COUNTY

This _____ day of _____, 20_____, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came _____, who, being duly sworn, says that he is Secretary of the Carson's Pond Homeowner Association, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Secretary acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial stamp or seal this _____ day of _____, 20_____.

Notary Public My commission expires: _____

(Notarial Seal)

The undersigned, being the Owner(s) of a Dwelling Unit at Carson's Pond, hereby confirm with his/her signature(s) that they consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Carson's Pond.

(signature)
Print Name: _____
Address: _____

(signature)
Print Name: _____
Address: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and notarial seal, this _____ day of _____ 20__.

Notary Public (SEAL)
My Commission Expires: _____