

COPY

Drawn by and mail to:
Kellam Simpson & Loflin, PLLC
2901 Coltsgate Road, Suite 102
Charlotte, NC 28211

SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FARMINGTON RIDGE

THIS SECOND SUPPLEMENTAL DECLARATION is made this ____ day of _____, 2004 by HINSHAW-PEARSON, CO., a North Carolina general partnership (herein called "Declarant");

WITNESSETH:

WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions for FARMINGTON RIDGE dated September 16, 2003, in Book 4894 at Page 1, and subsequently amended by instruments recorded in Book 5034 at Page 224, and in Book 5133 at Page 142 in the Cabarrus County Public Registry, (the "Restrictions"); and

WHEREAS, Declarant has reserved the right in Article II, Section 2 of said Restrictions to subject additional land within the area described on Exhibit "A" to said Restrictions to the terms of said Restrictions as additional phases of said subdivision are developed; and

WHEREAS, Declarant now wishes to extend the application of the Restrictions to all of those Lots and Common Areas in FARMINGTON RIDGE, Map 5 as shown on a map thereof filed in Map Book 43 at Page 44 in the Cabarrus County Public Registry.

NOW, THEREFORE, Declarant hereby declares that all of the lots and common areas of FARMINGTON RIDGE, Map 5 as shown on a map thereof filed in Map Book 43 at Page 44 in the Cabarrus County Public Registry are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, recorded in Book 4894 at Page 1 in the Cabarrus County Public Registry and amended by the above-referenced instruments, which are incorporated herein by this reference.

COPY

REC'D JAN 03 2006

The undersigned join(s) in execution of this instrument for the purpose of consenting to the imposition of the restrictive covenants recited herein upon the Lot(s) which has/have been conveyed to the undersigned prior to the recording of this instrument.



(Signature of owner)

CRF Properties, LLC

**NORTH CAROLINA
MECKLENBURG COUNTY**

I, Gus Thomas Jr., a Notary Public for said County and State, do hereby certify that Kirk C. Klaas, the owner of CRF Properties, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4th day of January, 2006.

(Official Seal)


Notary Public

My commission expires February 24, 2009.

CABARRUS COUNTY
FILED
10/02/2003 11:54 AM
LINDA F. MCABEE
Register of Deeds
By. LL Deputy/Asst.
EXCISE TAX \$0.00

TYPE OF DOCUMENT: DEC. OF COV.

GRANTOR: HINSHAW-PEARSON Co.

GRANTEE: _____

PREPARED BY: KELLAM, SIMPSON, & LOFLIN

FILE/MAIL TO: HINSHAW-PEARSON Co.
425-C South Sharon Amity
Charlotte, NC 28211

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FARMINGTON RIDGE

Filed for record

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this the 16th day of September by HINSHAW-PEARSON CO., a North Carolina general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property which is described in Article II hereof, and desires to create thereon an exclusive residential community of single-family homes and townhouses to be named FARMINGTON RIDGE; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision and to provide for the maintenance and upkeep of the entrances, landscaping easements and Common Area as hereinafter defined; and, to this end, desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection, and enhancement of the said subdivision and to provide for the maintenance and upkeep of landscaping easements and the Common Area, if any, to create an organization to which will be delegated and assigned the powers of maintaining said entrances and landscaping easements and owning and administering the Common Area, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law FARMINGTON RIDGE HOMEOWNERS ASSOCIATION as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant and Builders, by this Declaration of Covenants, Conditions, and Restrictions, do declare that all of the property described in Article II, Section 1, hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

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

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

Section 4. "Entrance and Landscape Easement" shall mean and refer to any easement so designated on any plat of FARMINGTON RIDGE now or hereafter recorded in the Mecklenburg and/or Cabarrus Public Registries.

Section 5. "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the owners.

Section 6. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Areas, if any.

Section 7. "Declarant" shall mean and refer to HINSHAW-PEARSON CO. and shall also mean and refer to any person, firm, or corporation which HINSHAW-PEARSON CO. may name as successor Declarant by recorded instrument.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

Section 9. "Act" shall mean and refer to the North Carolina Planned Community Act, Chapter 47E, North Carolina General Statutes.

Section 10. "Special Declarant Rights" shall mean the rights as defined in Section 47E-1-103(28) of the Act for the benefit of a Declarant, including, but not limited to the following: to complete improvements indicated on plats or plans filed with or referenced in the Declaration; to exercise any development right as defined in the Act; to maintain sales offices, management offices, models and signs advertising FARMINGTON RIDGE; to use easements through the Common Area for the purpose of making improvements within FARMINGTON RIDGE or within real estate which may be added to FARMINGTON RIDGE; and to elect, appoint or remove any officer or Board member of the Association during any period of Declarant control.

Section 11. "Builder" shall mean any person or other entity expressly so designated by Declarant in writing.

ARTICLE II

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

Section 1. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and within the jurisdiction of the Homeowners Association is located in Mecklenburg and Cabarrus County, North Carolina, and is more particularly described on a map recorded in Book 42 Page 78 of the Cabarrus Public Registry, and Map Book 40 Page 239 of the Mecklenburg Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner

(a) Additional land within the area described on Exhibit "A" attached hereto and incorporated herein by reference may be annexed to the existing property by Declarant or its assigns, in future stages of development, without the consent of the Homeowners Association or its Members, provided that said annexations must occur within six (6) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described in the aforementioned Exhibit "A" may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least 67% of the votes appurtenant to all Class A lots and at least 67% of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under subsections (a) and (b) above shall be made by filing of record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein, as may be amended by such supplementary declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter, defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot 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 vote be cast with respect to any one Class A Lot.

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

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots; provided, that the Class B Lots shall be reinstated with all rights, privileges and responsibilities of such Class, if, after conversion of the Class B Lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II above, thus making the Declarant the owner, by virtue of the newly created Lots and of other Lots owned by Declarant, of a sufficient number of Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion and reconversion shall occur automatically as often as the foregoing facts shall occur); or

(2) On December 31, 2009, whichever event shall first occur.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment: Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future stages or sections of the development which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions

(a) The right of the Homeowners Association to suspend the voting rights and rights to the use of the Common Area for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at eighty percent (80%) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and

recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(c) Except as provided in Subsection (b) hereinabove, conveyance or encumbrance of Common Area shall be governed by Section 47E-3-112 of the Act which provides that portions of the Common Area may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree in writing to that action. Proceeds of the sale or financing of Common Area shall be an asset of the Association. The Association, on behalf of the Lot Owners, may contract to convey Common Area or subject Common Area to a security interest but the contract is not enforceable against the Association until approved as hereinabove set forth. Thereafter the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, free and clear of any interest of any Lot owner or the Association in or to the Common Area conveyed or encumbered, including the power to execute deeds or other instruments. No conveyance or encumbrance of Common Area may deprive any Lot of its rights of access and support.

(d) The right of the Association to establish rules and regulations governing the use of the common area or portions thereof.

Section 2. Delegation of Use

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg or Cabarrus County, North Carolina.

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

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

Section 3. Ownership of Common Area Declarant shall convey, within 6 months of the closing of the final lot sale by the Declarant, the Common Areas to the Association. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Area shall remain private property and shall not be considered as dedicated to the use and enjoyment of the

public.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of these covenants, and the rules of the Homeowners Association, and in particular, for the improvement and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and any improvements thereon and other areas maintained by the Homeowners Association, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor and equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners Association when necessary, and such other needs as may arise.

As to the townhomes, the assessments also cover the cost of insuring and maintaining the buildings and parking areas, garbage and trash collection and cost of water and/or sewer. Assessments on Townhomes may be increased accordingly.

Without limiting the generality of the above-described purposes, the assessments levied by the Homeowners Association may be used for the acquisition, construction and improvement (including landscaping and planting) and maintenance of the facilities located or to be located in the Common Area or any easement area, entrance way, or berms.

Section 3. Maximum Annual Assessment. Until January 1, 2004, the maximum annual assessment for detached homes shall be \$395.00 per Lot, except Lots owned by Declarant(s) shall be \$198.00 per Lot, and the maximum annual assessment for townhomes shall be \$1,260 per townhome Lot, except townhome Lots owned by Declarant(s) shall be \$630 per Lot.

(a) Beginning January 1, 2004, the above established assessments may be increased, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for all Cities over the immediately preceding twelve (12) month

period which ended on the previous October 1, or ten (10%) percent of the maximum amount for the previous year, whichever is greater.

(b) Beginning January 1, 2004, said maximum annual assessments may be increased without limitation, if such increase is approved by Members entitled to no less than fifty percent (50%) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum. Any annual assessment established by the Board shall continue thereafter from year to year until changed by said Board.

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

A Capital Improvement Assessment of \$200 per household will be charged at the time of initial conveyance of a Unit to a person(s) other than a builder to be used to repay the developer for the purchase of street lights.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots, except Declarant(s) shall be assessed at 25% of such Assessments within each class, and maybe collected on a yearly, quarterly or monthly basis, as determined by the Board of Directors.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates: Certificate of Payment. The annual assessments provided for herein shall commence for all lots subject to this Declaration on the day of the closing of the first lot to an owner other than a builder, and for new lots created after January 1, 2003 on the first day of the quarter following the recording of a new map of the properties. Declarant shall be responsible for maintenance of the easement areas and common area, if any, until such time.

At least thirty (30) days before January 1 of each year except 2004, the Board of Directors shall fix the amount of the monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of monthly and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a

reasonable charge, furnish a certificate signed by an officer or agent of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Notwithstanding Sections 1 and 7 hereof, the Declarant may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date for assessments collected annually and 15 days after the due date for assessments collected monthly, shall bear interest from the due dates the rate of eight percent (8%) per annum or rate set by the Board of Directors prior to the time of such delinquency, whichever is greater. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may avoid or otherwise escape liability for payment of the assessments by abandonment of his lot

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

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

ARTICLE VI

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking lots, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plate, as well as easements ten feet in width along the front lot lines for such purposes and for sidewalk construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such further easements

are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure or improvement of any kind, including plantings, shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of recreational or playground equipment, antennas, aerials, awnings, the installment or replacement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more representatives appointed by the Declarant or by the Board of Directors of FARMINGTON RIDGE HOMEOWNERS ASSOCIATION, once the Declarant assigns to it the right of appointment hereunder. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after a Homeowner obtains a signed receipt by the Association duly acknowledging said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to charge a reasonable fee for receiving such application in an amount not less than \$25.00. The Architectural Control Committee shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. Provided, no builder shall be subject to this article.

In addition, no permanent playground equipment, including basketball goals, nets, or other sporting equipment, may be installed in the front yard, driveway, or be permanently affixed to the front of the home.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use. All Lots in the tract shall be known and described as residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building Lot other than one detached single-family dwelling, or attached townhouse as approved by the proper municipal authority, not to exceed two and one-half (2½) stories in height, and a private attached garage for not less than one (1) car on a 56 foot lot, and other buildings incidental to residential use of the plot. This section shall not prevent the use of model home and construction trailers during the construction of residences within the subdivision.

Section 2. Building Setbacks. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer to the side street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by the City of Harrisburg, or counties of Cabarrus or Mecklenburg (as applicable) zoning ordinances as such ordinances change from time to time. Specific to Cabarrus County Lots, side set backs must average no less than 5 feet, and rear setbacks no less than 25 feet. For purposes of determining compliance or noncompliance with the foregoing building line requirements, porches, terrace, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure, provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other Lot.

Section 3. Fences. No fence or wall shall be erected on any building plot closer to any street right-of-way than the building setback lines shown upon the recorded map and no fence may be higher than six (6) feet tall. Chain link or metal fencing other than wrought iron or similar decorative aluminum fencing approved by the Architectural Committee, is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain children and animals within the rear yard. Perimeter fencing shall not have more than 70% of any of its surface closed — viewed from a point on a line of sight perpendicular to the line formed by the line of the fence except solid fences or fences having greater than 70% of their surface closed may be erected and maintained along property lines forming the outside boundaries of the Farmington Ridge subdivision. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens, said privacy fencing may be located at a distance no greater than ten (10) feet from the edge or circumference of the patio, deck or pool area being screened. The fencing restriction in this paragraph and Article 26 hereof shall not be applicable to model homes owned by builders.

Section 4. Lot Area. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width at the front building setback line permitted by the City of Harrisburg, Cabarrus County, or Mecklenburg County Zoning Ordinance (as applicable).

Section 5. Temporary Structures and Parking. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle greater than 3/4 ton trucks shall be parked, stored or kept (a) on any part of the Common Area, (b) in any driveway, (c) within any street right of way, or (d) on any other part of a lot unless the same are fully enclosed within the garage located on the lot. This restriction shall not apply to sales trailers, construction trailers, or other vehicles, which may be used by Declarant and its agents and contractors in the conduct of their business. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Properties. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Properties, except in the case of emergency.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under (9) months in age. No savage or dangerous animals shall be kept or maintained on any lot or in any dwelling. If pets are allowed off the property they must be kept on a leash.

Section 7. Dwelling Size. The minimal heated square footage of a dwelling may not be less than 1,225 square feet of improved heated living area.

Section 8. Outbuildings and Similar Structures. No trailer, tent, shack, or camper will be erected, moved on or allowed to remain on any lot for any use or purpose whatsoever. No shed, garage, barn, or other outbuilding (collectively, the "Outbuildings") erected on a Lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence. All Outbuildings shall be of a similar design and constructed of similar materials as the dwelling on the Lot on which the Outbuilding is located, and shall be so located as not to be visible from the street on which the Lot fronts. With the exception of construction trailers used during the construction of a dwelling, no structure shall be moved onto any Lot unless it shall conform to and be in harmony with the existing structures in the Development. Design of any outbuildings must be approved by the HOA architectural committee. No above ground pools may be constructed, place, or permitted to remain on any lot.

Section 9. Easements. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet, front ten (10) and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The declarant reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, sidewalks and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a Home Builder or builder approved by HINSHAW-PEARSON CO. or its designated assigns, to advertise the property during the construction and sales period.

Section 11. Unintentional Violations. In the event of the unintentional violation of any of the building line restrictions set forth herein HINSHAW-PEARSON CO., or its designated assigns, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the City of Harrisburg, Cabarrus County, or Mecklenburg County (as applicable).

Section 12. Satellite Dishes or Discs. No radio or television transmission or reception towers antennas, or discs shall be erected on a lot unless approved by the Board or architectural control committee pursuant to Article VII hereof. Discs not exceeding one (1) meter are permitted upon approval by the Board or architectural control committee as to location.

Section 13. Maintenance of Lot. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and ~~no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure,~~ provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 14. Mailboxes. No concrete or brick structure mailboxes may be constructed in the street right of way. Mailbox posts must be of a breakaway material approved by North Carolina Department of Transportation. All mailboxes in the development shall be Watson Welding Company's small (standard) mailbox or as approved by the Architectural Review Committee. (See Exhibit B)

Section 15. Tree Preservation/Removal. No large trees measuring ten inches or more in diameter at ground level shall be removed without the written approval of the Homeowners' Association, except when growth threatens a foundation or other essential constructed element, or when the trees are in the way of an approved addition. If a tree is damaged by accident or by act of God and the wound proves fatal or a tree is removed, it must be replaced by another tree of the same or approved species. No street trees can be removed except if accidentally damaged, and if damaged it must be replaced by another tree of the same species.

ARTICLE IX

TOWNHOMES

Section 1. Insurance. The Association shall procure and maintain insurance coverage as follows:

- (a) Buildings. The Association shall procure and maintain fire and extended coverage for each townhouse unit and improvements on the Lot associated with the unit in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
 - i. Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;
 - ii. Such other risks as from time to time shall be customarily covered with respect to building on the land; and
 - iii. Such policies shall contain clauses providing form waiver of subrogation.

Section 2. Exterior Maintenance and Party Walls. In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance upon each townhome lot and building subject to assessments hereunder as follows: paint and/or stain the exterior of the townhouses as required from time to time, repair, replace and care for (i) roofs, guttering, soffits, and facia, (ii) all exterior surfaces (including siding and trim), (iii) trees, shrubs (excluding those planted by an Owner), grass and other landscaping; walks mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefore), and other exterior improvements; provided, however, such exterior maintenance shall not include glass surfaces, windows or door replacements or caulking. Further, the Owner of any townhome may, at his election, plant flowers in front and rear beds established by Declarant in developing the townhomes; provided its maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. The Owner shall not plant any vegetation in the front, rear or side yard except with prior written approval of the Association.

Due to differing amounts of exposure to the elements, and other factors, some dwellings may require more maintenance than others and it is in the best interest of the entire Association that all units be properly maintained and the Association shall be required to provide such maintenance provided for herein and make a uniform charge for townhomes without regard to the actual cost of maintenance of each dwelling.

In the event the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which that Lot is subject. The association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim action, suit or proceeding in which they, or any of them are made parties, or party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions herein shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law, agreement vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or

officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this By-Law.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Homeowners' Association or any owner seeking to enforce its rights under this section, shall be entitled to recover a reasonable attorney fee, if it is the prevailing party.

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

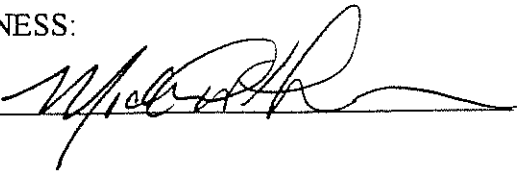
Section 3. Amendment & Termination. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless terminated or altered by a vote of eighty (80%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than sixty-seven (67%) percent of the lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment". Provided, so long as Declarant(s) owns one or more Lots, this declaration may not be amended without Declarant(s) consent.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, other than as provided in Article II, Section 2, hereof, deeding of common area to persons other than the Homeowners Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

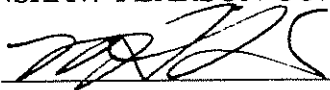
Should the Veterans' Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Declaration or make such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Declaration to be recorded to reflect such changes.

IN WITNESS WHEREOF, Declarant and Builders have caused this instrument to be executed, this 16th day of Sept, 2003.

WITNESS:



HINSHAW-PEARSON CO.

By: 

Partner

STATE OF NORTH CAROLINA

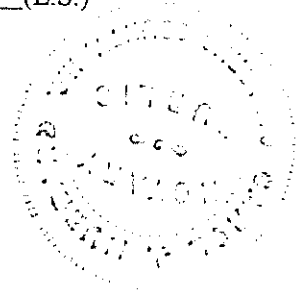
COUNTY OF MECKLENBURG

I, Carol J. Hubbard, a Notary Public of the aforesaid State and County, do hereby certify that Michael W. Hinshaw, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16th day of Sept., 2003.

Carol J. Hubbard (L.S.)
Notary Public

My Commission Expires:

10-26-07

NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Carol J. Hubbard, a notary public, is ~~(are)~~ certified to be correct. This the 2 day of Oct, 20 03.

LINDA F. McABEE, REGISTER OF DEEDS

by: L. F. Mcabee Asst./Deputy

Exhibit "A"

BEGINNING at an iron found in the northwesterly corner of Lot 73 of HUNTWICK, Section 4, as same is shown on map thereof recorded in Map Book 20 at Page 82 in the Cabarrus County Public Registry, said iron also being located in the rear line of Lot 54 of HUNTWICK, Section 3, as same is shown on map thereof recorded in Map Book 20 at Page 42 in the Cabarrus County Public Registry, and runs thence with the rear lines of Lot 73, 74, 75, 76 and 77 of HUNTWICK, Section 4, as shown on the above-referenced map, South 02-10-14 West 763.00 feet to an iron found in the common rear corner of Lots 77 and 78 of HUNTWICK, Section 4, said iron also marking the northeasterly corner of the property of David C. Caldwell (now or formerly) as described in Deed recorded in Book 1757 at Page 265 in the Cabarrus County Public Registry; thence with the northerly line of said David C. Caldwell property, and continuing with the northerly line of the property of Robert E. Caldwell and Roberta S. Caldwell (now or formerly) as described in Deed recorded in Book 7698 at Page 111 in the Mecklenburg County Public Registry, South 71-12-09 West 777.60 feet to an iron set; thence continuing with the northerly boundary of said Robert E. Caldwell property, four (4) courses and distances as follows: (1) North 80-14-41 West 73.84 feet to an iron set; (2) North 76-33-13 West 390.27 feet to an iron set; (3) North 76-31-31 West 659.79 feet to an iron set; and (4) North 71-20-02 West 481.67 feet to a point in the centerline of Caldwell Road (Mecklenburg County; known as Tom Query Road in Cabarrus County); thence with said centerline of Caldwell/Tom Query Road, seven (7) courses and distances as follows: (1) North 34-04-07 East 132.31 feet; (2) North 33-21-29 East 151.13 feet; (3) with the arc of a circular curve to the right having a radius of 2711.22 feet, an arc distance of 292.86 feet (chord bearing North 36-54-40 East 292.72 feet); (4) North 40-00-20 East 99.06 feet; (5) with the arc of a circular curve to the right having a radius of 4611.09 feet, an arc distance of 477.61 feet (chord bearing North 42-58-22 East 477.40 feet); (6) North 45-56-24 East 362.62 feet; and (7) North 46-23-07 East 148.85 feet; thence leaving said centerline, South 62-07-25 East 11.84 feet to an iron set in the southeasterly margin of Tom Query Road, the westerly corner of the property of Caldwell Family Limited Partnership as described in Deed recorded in Book 11830 at Page 969 in the Cabarrus County Public Registry; thence with the southwesterly line of said Caldwell Family Limited Partnership property, South 62-07-25 East 904.56 feet to an iron pipe found in the westerly corner of Lot 53 of HUNTWICK, Section 3, as shown on the above-referenced map; thence with the rear lines of said Lot 53 and 54 of HUNTWICK, Section 3 South 62-06-13 East 449.52 feet to the point and place of Beginning, the same containing a total of 55.794 acres (18.502 acres in Mecklenburg County, 37.292 acres in Cabarrus County) as shown on boundary survey dated October 16, 2001 by Joseph E. Whaley Jr., North Carolina Professional Land Surveyor.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Carol J. Hubbard, a Notary Public of the aforesaid State and County, do hereby certify that Michael W. Hinshaw, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 8th day of January 2007.

Carol J. Hubbard (L.S.)
Notary Public

My Commission Expires: 10-26-07



Peter Zelch and Elio Garces join in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to NVR, Inv., and then to Peter Zelch and Elio Garces prior to recordation of this instrument.

Owners

By: [Signature]
FIDC shown (FLORIDA DRIVERS LICENSE SHOWN)
[Signature]
FIDC shown (FLORIDA DRIVERS LICENSE SHOWN)

State of Florida
 County of Stoward

I, VERNADE M. LAGUERRE, a Notary Public, certify that PETER J. ZELCH & ELIO GARCES personally came before me this day and acknowledged that _____ are owners of property in Farmington Ridge, and executed the foregoing.

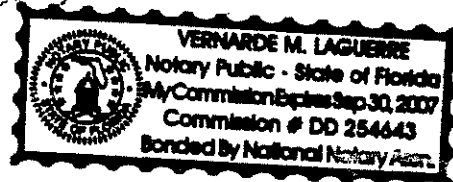
Witness my hand and official seal, this the 21 day of JANUARY, 2004.

(Official Seal)

[Signature]
 Notary Public

My commission expires:

Sep 30, 2007



Eastwood Construction Co., Inc. joins in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to Eastwood Construction Co., Inc. prior to recordation of this instrument.

Eastwood Construction Co., Inc.

By: *Michael U. Coxley*
Vice President

State of NORTH CAROLINA

County of MECKLENBURG

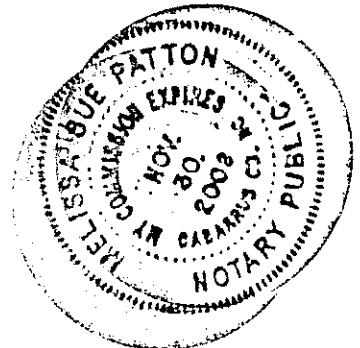
I, *Melissa Sue Patton*, a Notary Public, certify that
Michael U. Coxley personally came before me this day and
acknowledged that he is *President of Eastwood Construction
Co., Inc., a corporation, and that he, as *President, being
authorized to do so, executed the foregoing on behalf of the corporation.

*VICE
Witness my hand and official seal, this the 14 day of January,
2004.

(Official Seal)

Melissa Sue Patton
Notary Public

My commission expires: 11-30-2008



NVR, Inc. joins in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to NVR, Inc. prior to recordation of this instrument.

NVR, Inc.

By: [Signature]

Vice President

State of North Carolina
County of Mecklenburg

I, Carol J. Hubbard, a Notary Public, certify that
Kevin H. Walsh personally came before me this day and
acknowledged that he is Vice President of NVR, Inc., a
corporation, and that he, as Vice President, being authorized
to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 22nd day of January,
2004.

Carol J. Hubbard
Notary Public



My commission expires: 10.26.07

DRAWN BY + MAIL TO:
KELLAM SIMPSON R/DEX 236
2901 Coltsgate Rd, Ste 102
Charlotte NC 28211-3506

NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Carol J. Hubbard, Vernard M. Laguerre,
and Melissa Sue Patton, each, a notary public,

is (are) certified to be correct. This the 10 day of February, 2004.

LINDA E. McABEE, REGISTER OF DEEDS



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

Filed For Registration: 02/05/2004 11:30 AM
Book: RE 16748 Page: 755-760
Document No.: 2004027745
ADMT 6 PGS \$26.00
NS: \$25.00
Recorder: LINDA CASTLEBERRY

State of North Carolina, County of Mecklenburg

The foregoing certificate of CAROL J HUBBARD , VERNARDE M LAGUERRE , MELISSA SUE PATTON Notaries
are certified to be correct. This 5TH of February 2004

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

A NS (non standard) fee is in accordance with NC G.S. 161-10 (a) (12b)



2004027745

Returned to customer

04060

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this the 6th day of January, 2004, by the undersigned persons.

WITNESSETH:

WHEREAS, Hinshaw-Pearson Co., hereinafter referred to as "Declarant" heretofore caused to be filed the Declaration of Covenants, Conditions and Restrictions for Farmington Ridge Subdivision (hereinafter "Declaration"), which is recorded in Book 42 at Page 78 of the Cabarrus Public Registry, and Map Book 40 Page 239 of the Mecklenburg Public Registry.

WHEREAS, the undersigned persons (being the Owners of not less than 100% of the Lots subject to the Declaration and the Declarant) desire to modify and amend the Declaration as hereinafter provided, pursuant to and in accordance with Article XI, Section 3 of the said Declaration.

NOW, THEREFORE, pursuant to the premises, the undersigned persons do hereby amend the aforesaid Declaration as follows:

1. By deleting the 1st paragraph of Article V, Section 3., thereof in its entirety and replacing it with the following:

Section 3. Maximum Annual Assessment. Until January 1, 2005, the maximum annual assessment for detached homes shall be \$490.00 per Lot, except Lots owned by Declarant(s) shall be \$245.00 per Lot, and the maximum annual assessment for townhomes shall be \$1,334 per townhome Lot, except townhome Lots owned by Declarant(s) shall be \$672 per Lot.

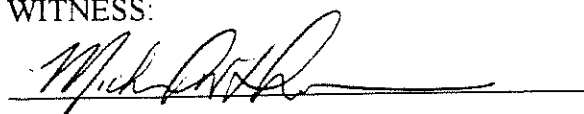
2. By inserting Section 3, of Article IX, with the following:

Section 3. Parking. Each townhome unit will have two parking spaces. The spaces may be identified and assigned by the builder to each unit, and the spaces will be maintained by the Association.

IN ALL OTHER RESPECTS, the provisions contained in the aforesaid Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned persons have hereunto set their hands and seals, or have caused this instrument to be executed by their authorized officers and their seals affixed hereto, the day and year first above written.

WITNESS:



HINSHAW-PEARSON CO.

By:



Partner

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 FEB 05 11:30 AM
BK 16746 PG 755-760 FEE \$26 00
NS \$25 00
INSTRUMENT # 2004027745



2004027745

CABARRUS COUNTY
FILED
02/10/2004 11:43 AM
LINDA F. MCABEE
Register of Deeds
Deputy/Asst.
By: EXCISE TAX \$0.00

26 25 11:51

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this the 6th day of January, 2004, by the undersigned persons.

WITNESSETH:

WHEREAS, Hinshaw-Pearson Co., hereinafter referred to as "Declarant" heretofore caused to be filed the Declaration of Covenants, Conditions and Restrictions for Farmington Ridge Subdivision (hereinafter "Declaration"), which is recorded in Book 42 at Page 78 of the Cabarrus Public Registry, and Map Book 40 Page 239 of the Mecklenburg Public Registry.

WHEREAS, the undersigned persons (being the Owners of not less than 100% of the Lots subject to the Declaration and the Declarant) desire to modify and amend the Declaration as hereinafter provided, pursuant to and in accordance with Article XI, Section 3 of the said Declaration.

NOW, THEREFORE, pursuant to the premises, the undersigned persons do hereby amend the aforesaid Declaration as follows:

1. By deleting the 1st paragraph of Article V, Section 3., thereof in its entirety and replacing it with the following:

Section 3. Maximum Annual Assessment. Until January 1, 2005, the maximum annual assessment for detached homes shall be \$490.00 per Lot, except Lots owned by Declarant(s) shall be \$245.00 per Lot, and the maximum annual assessment for townhomes shall be \$1,334 per townhome Lot, except townhome Lots owned by Declarant(s) shall be \$672 per Lot.

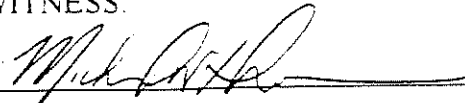
2. By inserting Section 3, of Article IX, with the following:

Section 3. Parking. Each townhome unit will have two parking spaces. The spaces may be identified and assigned by the builder to each unit, and the spaces will be maintained by the Association.

IN ALL OTHER RESPECTS, the provisions contained in the aforesaid Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned persons have hereunto set their hands and seals, or have caused this instrument to be executed by their authorized officers and their seals affixed hereto, the day and year first above written.

WITNESS:



HINSHAW-PEARSON CO.

By: 

Partner

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Carol J. Hubbard, a Notary Public of the aforesaid State and County, do hereby certify that Michael W. Hinshaw, Partner of HINSHAW-PEARSON CO., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 8th day of January 2007.

Carol J. Hubbard (L.S.)
Notary Public

My Commission Expires: 10-26-07

NVR, Inc. joins in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to NVR, Inc. prior to recordation of this instrument.

NVR, Inc.

By:

[Signature]
Vice President

State of

North Carolina

County of

Mecklenburg

I,

Carol G. Hubbard

a Notary Public, certify that

Kevin L. Walsh

personally came before me this day and

acknowledged that he is Vice President of NVR, Inc., a

corporation, and that he, as Vice President, being authorized

to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 22nd day of January, 2004.

(Official Seal) ,

Carol G. Hubbard
Notary Public

My commission expires: 10.26.07

Peter Zeln and Elio Garces join in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to NVR, Inv., and then to Peter Zeln and Elio Garces prior to recordation of this instrument.

Owners

By:

Peter Zeln
FIDC Show
ES
FIDC Show

State of

Florida

County of

Broward

I, VERNARDE M. LAGUERRE, a Notary Public, certify that PETER J. ZELCH & ELIO GARCES personally appeared before me this day and acknowledged that _____ are owners of property in Farmington Ridge, and executed the foregoing.

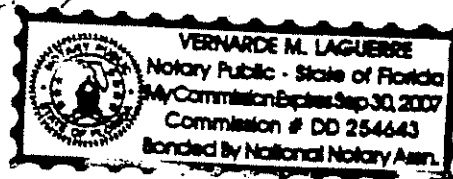
Witness my hand and official seal, this the 21 day of February, 2004.

(Official Seal)

Vernarde M. Laguerre
Notary Public

My commission expires:

Sep 30 2007



Eastwood Construction Co., Inc. joins in the execution of this instrument for the purpose of consenting to and imposing this Amendment to Declaration of Covenants, Conditions and Restrictions on any Lot or Lots in Farmington Ridge Subdivision, as shown on map thereof recorded in Map Book 42 at page 78 in the Cabarrus Public Registry, and Map Book 40 at Page 239 of the Mecklenburg Public Registry which may have been conveyed from Declarant to Eastwood Construction Co., Inc. prior to recordation of this instrument.

Eastwood Construction Co., Inc.

By: *Michael U. Corley*
Vice President

State of NORTH CAROLINA

County of MECKLENBURG

I, *Melissa Sue Patten*, a Notary Public, certify that
Michael U. Corley personally came before me this day and
acknowledged that he is President of Eastwood Construction
Co., Inc., a corporation, and that he, as President, being
authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 14 day of January,
2008.

(Official Seal)

Melissa Sue Patten
Notary Public

My commission expires: 11-30-2008

INSTRUMENT # 2004012756



2004012756

Drawn by and mail to:
Kellam Simpson & Loflin, PLLC
(ROD Box 236)

SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FARMINGTON RIDGE

THIS SECOND SUPPLEMENTAL DECLARATION is made this 15th day of January, 2004 by HINSHAW-PEARSON, CO., a North Carolina general partnership (herein called "Declarant");

WITNESSETH:

WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions for FARMINGTON RIDGE dated September 16, 2003, recorded October 13, 2003 in Book 16231 at Page 130 in the Mecklenburg County Public Registry, and amended by instrument recorded in Book 16521 at Page 930 in said Registry (the "Restrictions"); and

WHEREAS, Declarant has reserved the right in Article II, Section 2 of said Restrictions to subject additional land within the area described on Exhibit "A" to said Restrictions to the terms of said Restrictions as additional phases of said subdivision are developed; and

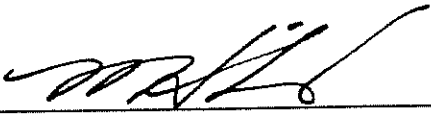
WHEREAS, Declarant now wishes to extend the application of the Restrictions to all of those Lots and Common Areas in FARMINGTON RIDGE, Map 4 as shown on a map thereof filed in Map Book 40 at Page 891 in the Mecklenburg County Public Registry.

NOW, THEREFORE, Declarant hereby declares that all of the lots and common areas of FARMINGTON RIDGE, Map 4 as shown on a map thereof filed in Map Book 40 at Page 891 in the Mecklenburg County Public Registry are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Restrictions, recorded in Book 16231 at

Page 130 in the Mecklenburg County Public Registry and amended by instrument recorded in Book 16521 at Page 930 in said Registry, which are incorporated herein by this reference.

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

HINSHAW-PEARSON, CO.

By: , General Partner

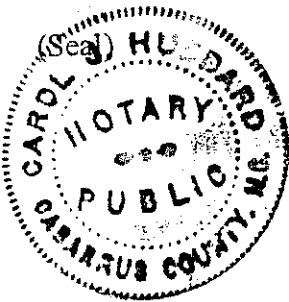
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Carol J. Hubbard, a Notary Public of the County and State aforesaid, certify that Michael W. Hinshaw, General Partner of HINSHAW-PEARSON, CO., a North Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and seal, this 15th day of January, 2004.

Carol J. Hubbard
Notary Public

My commission expires: 10-26-07





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

Filed For Registration: 01/16/2004 11:00 AM
Book: RE 16678 Page: 392-394
Document No.: 2004012756
RESTR 3 PGS \$17.00

Recorder: LYVANH PHETSARATH

State of North Carolina, County of Mecklenburg

The foregoing certificate of CAROL J HUBBARD Notary is certified to be correct. This 16TH of January 2004

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



2004012756

CABARRUS COUNTY
FILED
10/02/2003 11:54 AM
LINDA F. MCABEE
Register Of Deeds
By. J Deputy/Asst.

TYPE OF DOCUMENT: SUB. AGMT.

GRANTOR: FARMINGTON RIDGE

GRANTEE: _____

PREPARED BY: HINSHAW-PEARSON CO.

FILE/MAIL TO: 425-C South Sharon Amity
Charlotte, NC 28211

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

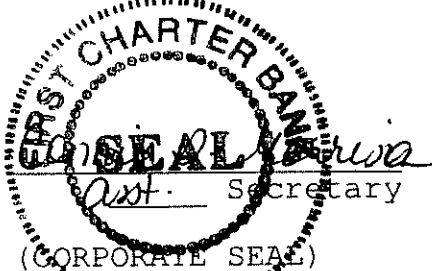
SUBORDINATION AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, **FIRST CHARTER BANK**, Owner and Holder of, and Trustee in that certain Deed of Trust recorded in Book 14100 at Page 318 of the Mecklenburg County Public Registry, do hereby subordinate the lien and operation of the aforesaid Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions for **Farmington Ridge**, reserving, however, all other rights contained in said Deed of Trust recorded in Book 14100 at Page 318.

IN WITNESS WHEREOF, said Owner and Holder and Trustee have caused this instrument to be executed in their respective corporate names by their duly authorized officers and sealed with their corporate seals, this 16 day of Sept 2003.

FIRST CHARTER BANK

ATTEST:



By:

Beneficiary

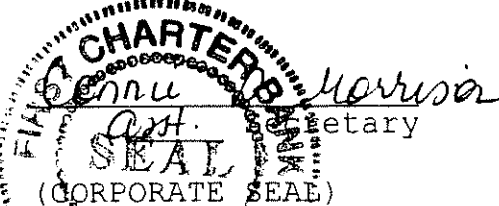
Arthur President

By:

Trustee

Arthur President

ATTEST:



STATE OF NORTH CAROLINA

COUNTY OF ~~CABARRUS~~ Mecklenburg

This 19th day of Sept., 2003, personally came before me Robert G. Fox, Jr., who, being by me duly sworn, says that (s)he is the Trustee / President of FIRST CHARTER BANK and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said Trustee president acknowledged the said writing to be the act and deed of said corporation.

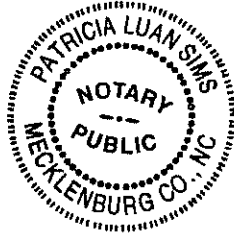
WITNESS my hand and Notarial seal, this 19th day of Sept., 2003.

Patricia Luan Sims

Notary Public

My Comm. Expires: July 30, 2008

(NOTARY SEAL)



STATE OF NORTH CAROLINA

COUNTY OF ~~CABARRUS~~ Mecklenburg

This 19th day of Sept., 2003, personally came before me Robert G. Fox, Jr., who, being duly sworn, says that (s)he is the Trustee / President of FIRST CHARTER BANK, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said Trustee President acknowledged the said writing to be the act and deed of said corporation.

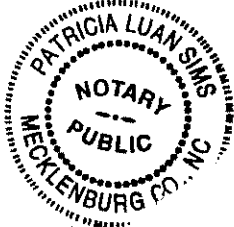
WITNESS my hand and Notarial seal, this 19th day of Sept., 2003.

Patricia Luan Sims

Notary Public

My Comm. Expires: July 30, 2008

(NOTARY SEAL)



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NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Patricia Luan Sims, a notary public,
(are) certified to be correct. This the 2 day of October, 2003.

LINDA F. McABEE, REGISTER OF DEEDS

by: [Signature] Asst./Deputy

CABARRUS COUNTY
FILED
10/02/2003 11:54 AM
LINDA F. MCABEE
Register Of Deeds
By. Deputy/Asst.

TYPE OF DOCUMENT: SUB. AGMT.

GRANTOR: FARMINGTON RIDGE

GRANTEE: _____

PREPARED BY: HINSHAW-PEARSON Co.

FILE/MAIL TO: 425C - SOUTH SHARON AMITY
CHARLOTTE, NC 28211

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

SUBORDINATION AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, **FIRST CHARTER BANK**, Owner and Holder of, and Trustee in that certain Deed of Trust recorded in Book 4026 at Page 290 of the ~~Mecklenburg~~ ^{Cabarrus} County Public Registry, do hereby subordinate the lien and operation of the aforesaid Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions for **Farmington Ridge**, reserving, however, all other rights contained in said Deed of Trust recorded in Book 4026 at Page 290.

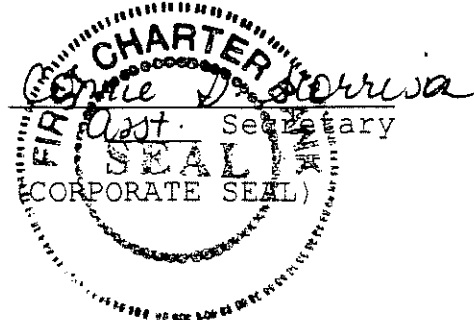
IN WITNESS WHEREOF, said Owner and Holder and Trustee have caused this instrument to be executed in their respective corporate names by their duly authorized officers and sealed with their corporate seals, this ___ day of ___, 2003.

FIRST CHARTER BANK

ATTEST:

By: William W. Smith,
BeneficiaryAsst. V. PresidentBy: [Signature],
TrusteePresident

ATTEST:



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

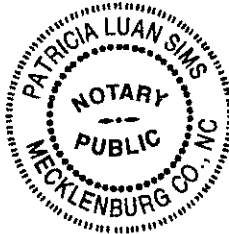
This 19th day of Sept., 2003, personally came before me William W. Sudderth, who, being by me duly sworn, says that (s)he is the Asst. Vice President of FIRST CHARTER BANK and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said AV president acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial seal, this 19th day of Sept., 2003.

Patricia Luan Sims
Notary Public

My Comm. Expires: July 30, 2008

(NOTARY SEAL)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 19th day of Sept., 2003, personally came before me William W. Sudderth, who, being duly sworn, says that (s)he is the Asst. Vice President of FIRST CHARTER BANK, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said AV President acknowledged the said writing to be the act and deed of said corporation.

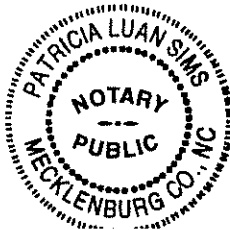
WITNESS my hand and Notarial seal, this 19th day of Sept., 2003.

Patricia Luan Sims
Notary Public

My Comm. Expires: July 30, 2008

(NOTARY SEAL)

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NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Patricia Luan Sims, a notary public,
(are) certified to be correct. This the 2 day of Oct, 2003.

LINDA E. McABEE, REGISTER OF DEEDS

by: Linda E. Mcabee Asst. Deputy