

NORTH CAROLINA

AGREEMENT

MECKLENBURG COUNTY

This AGREEMENT is made and entered into this 27 day of JUNE, 2007 by and between Latta Springs II, LLC, a North Carolina limited liability company ("Latta") and Latta Springs Homeowners Association, Inc., a North Carolina non-profit corporation (the "Association").

RECITALS:

- A. Ridgeline-Niblock, LLC ("Ridgeline-Niblock") is the developer of the residential subdivision known as Latta Springs which was made subject to a certain Declaration of Covenants, Conditions and Restrictions for Latta Springs Subdivision and recorded in Book 11840, page 300 in the Mecklenburg Public Registry (the "Declaration");
- B. Latta is an affiliated entity of Ridgeline-Niblock in that Ridgeline Development Corp. is a Member and a Manager of both Ridgeline-Niblock and Latta;
- C. Latta is the owner of certain real property adjoining Latta Springs which it intends to develop as part of Latta Springs Subdivision which real property adjoins Latta Springs and is more particularly described on Exhibit A attached hereto;
- D. Latta is an assign of Ridgeline-Niblock and a developer under the Declaration in that Ridgeline-Niblock has assigned to Latta its rights to develop additional property as part of Latta Springs Subdivision including the rights to make such additional property subject to the Declaration;
- E. Pursuant to its rights as a developer under the Declaration, Latta intends to file a Supplemental Declaration(s) to the Declaration to make Latta Springs II subject to all of the terms and conditions of the Declaration and therefore subject to the administration of the Association as provided for in the Declaration;
- F. In connection with making Latta Springs II subject to the Declaration, Latta also desires to construct certain improvements on the Common Area of Latta Springs Subdivision and to contribute certain monies to the Association to be used to make capital improvements on such Common Areas, all for the benefit of the homeowners in Latta Springs Subdivision.

AGREEMENT

In consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, Latta and the Association do hereby agree as follows:

1. Latta at its sole cost and expense had proposed to construct a restroom building on the Common Area of Latta Springs with a proposed budget of \$32,500.00. The

Association has chosen to make other such improvements within the Common Area within Latta Springs. Therefore, no later than ~~June~~^{July} 15, 2007, Latta will donate the sum of \$32,500.00 to the Association to be used to make capital improvements within the Common Area of Latta Springs. Latta will have no further obligation to construct a restroom building in Latta Springs.

2. No later than ~~March~~^{July} 15, 2007, Latta will donate the sum of \$50,000.00 to the Association to be used to make certain capital improvements within the Common Area within Latta Springs. This \$50,000.00 is in addition to the \$32,500.00 listed in item 1., therefore the total of the donation to the Association shall be \$82,500.00. The Association acknowledges that Latta is a developer as defined in the Declaration and as such, has the right to add Latta Springs II to the operation and effect of the Declaration by the filing of Supplemental Declaration(s) in the Mecklenburg Public Registry. The Association acknowledges that the filing of such Supplemental Declaration(s) will (1) allow homeowners within Latta Springs II to use the Common Areas within Latta Springs, (2) allow the homeowners within Latta Springs to use the Common Areas within Latta Springs II and (3) require all homeowners within Latta Springs II to pay assessments to the Association as provided for in the Declaration. If requested by Latta, the Association agrees to join in the execution of any Supplemental Declaration(s) filed by Latta the purpose of which shall be to make Latta Springs II subject to the Declaration.
3. The Supplemental Declaration(s) which will add Latta Springs to the operation and effect of the Declaration will require the homeowners within Latta Springs II to pay assessments to the Association as provided for in the Declaration; provided however, that said Supplemental Declaration(s) will provide that homeowners within Latta Springs II will be assessed separately for the costs associated with certain water quality measures required only within Latta Springs II.

WHEREUNTO, the parties have executed this Agreement as of the day and year first above written.

LATTA SPRINGS II, LLC

By: RIDGELINE DEVELOPMENT CORP., Manager

By:

W. Kendall Foster
W. Kendall Foster, President

LATTA SPRINGS HOMEOWNERS ASSOCIATION, INC.

By:

Scott Hysome
President

NORTH CAROLINA

AGREEMENT

MECKLENBURG COUNTY

This AGREEMENT is made and entered into this ____ day of _____, 2006 by and between Latta Springs II, LLC, a North Carolina limited liability company ("Latta") and Latta Springs Homeowners Association, Inc., a North Carolina non-profit corporation (the "Association").

RECITALS:

- A. Ridgeline-Niblock, LLC ("Ridgeline-Niblock") is the developer of the residential subdivision known as Latta Springs which was made subject to a certain Declaration of Covenants, Conditions and Restrictions for Latta Springs Subdivision and recorded in Book 11840, page 300 in the Mecklenburg Public Registry (the "Declaration");
- B. Latta is an affiliated entity of Ridgeline-Niblock in that Ridgeline Development Corp. is a Member and a Manager of both Ridgeline-Niblock and Latta;
- C. Latta is the owner of certain real property adjoining Latta Springs which it intends to develop as part of Latta Springs Subdivision which real property adjoins Latta Springs and is more particularly described on Exhibit A attached hereto;
- D. Latta is an assign of Ridgeline-Niblock and a developer under the Declaration in that Ridgeline-Niblock has assigned to Latta its rights to develop additional property as part of Latta Springs Subdivision including the rights to make such additional property subject to the Declaration;
- E. Pursuant to its rights as a developer under the Declaration, Latta intends to file a Supplemental Declaration(s) to the Declaration to make Latta Springs II subject to all of the terms and conditions of the Declaration and therefore subject to the administration of the Association as provided for in the Declaration;
- F. In connection with making Latta Springs II subject to the Declaration, Latta also desires to construct certain improvements on the Common Area of Latta Springs Subdivision and to contribute certain monies to the Association to be used to make capital improvements on such Common Areas, all for the benefit of the homeowners in Latta Springs Subdivision.

AGREEMENT

In consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, Latta and the Association do hereby agree as follows:

1. Latta at its sole cost and expense, will construct a restroom building on the

Common Area of Latta Springs in the location designated on Exhibit B attached hereto, said improvements being constructed in substantial accordance with the plans and specifications attached hereto as Exhibit B. The construction of the restroom building will commence no later than _____ and will be completed no later than ____ months following commencement of construction.

2. No later than _____, Latta will donate the sum of \$50,000.00 to the Association to be used to make certain capital improvements within the Common Area within Latta Springs. The Association acknowledges that Latta is a developer as defined in the Declaration and as such, has the right to add Latta Springs II to the operation and effect of the Declaration by the filing of Supplemental Declaration(s) in the Mecklenburg Public Registry. The Association acknowledges that the filing of such Supplemental Declaration(s) will (1)allow homeowners within Latta Springs II to use the Common Areas within Latta Springs, (2)allow the homeowners within Latta Springs to use the Common Areas within Latta Springs II and(3) require all homeowners within Latta Springs II to pay assessments to the Association as provided for in the Declaration. If requested by Latta, the Association agrees to join in the execution of any Supplemental Declaration(s) filed by Latta the purpose of which shall be to make Latta Springs II subject to the Declaration.
3. The Supplemental Declaration(s) which will add Latta Springs to the operation and effect of the Declaration will require the homeowners within Latta Springs II to pay assessments to the Association as provided for in the Declaration; provided however, that said Supplemental Declaration(s) will provide that homeowners within Latta Springs II will be assessed separately for the costs associated with certain water quality measures required only within Latta Springs II.

WHEREUNTO, the parties have executed this Agreement as of the day and year first above written.

LATTA SPRINGS II, LLC

By: RIDGELINE DEVELOPMENT CORP., Manager

By: _____
W. Kendall Foster, President

INC.

LATTA SPRINGS HOMEOWNERS ASSOCIATION,

By: _____
President

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 MAR 29 03:07 PM
BK:21987 PG:550-558 FEE:\$35.00
INSTRUMENT # 2007063007



Drawn By:

Charles H. Cranford, Esq.
7257 Pineville-Matthews Road, Suite 2100
Charlotte, NC 28226

Mail To:

Ridgeline Development Corp.
One Oakhurst Place
17824 Statesville Road, Suite 112
Cornelius, NC 28031

NORTH CAROLINA

MECKLENBURG COUNTY

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LATTA SPRINGS SUBDIVISION**

This **SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LATTA SPRINGS SUBDIVISION** is made this 28th day of March, 2007, by Latta Springs II, LLC, a North Carolina limited liability company, and Ridgeline-Niblock, LLC, a North Carolina limited liability company (Latta Springs II, LLC and Ridgeline-Niblock, LLC are referred to herein collectively as "Declarants").

RECITALS:

A. Ridgeline-Niblock, LLC as the Developer of Latta Springs subdivision filed a certain Declaration of Covenants, Conditions and Restrictions for Latta Springs subdivision (the "Declaration") in Book 11840 at page 300 and an Amendment to the Declaration in Book 12533 at Page 878 in the Mecklenburg County Public Registry in which Ridgeline-Niblock, LLC submitted certain real property known as Latta Springs subdivision to the effect and operation of the Declaration.

B. Article II of the Declaration provided that Additional Property could be submitted to and made subject to the terms of the Declaration by the filing of a Supplemental Declaration in the office of the Mecklenburg County Register of Deeds.

C. Latta Springs II, LLC is an affiliate of Ridgeline-Niblock, LLC in that Ridgeline Development Corp. is a member of both Ridgeline-Niblock, LLC and Latta Springs II, LLC, and Ridgeline Development Corp. is the sole manager of Ridgeline-Niblock, LLC and Latta Springs II, LLC.

D. Latta Springs II, LLC is an assign of Ridgeline-Niblock, LLC and a developer under the Declaration in that Ridgeline-Niblock, LLC has assigned to Latta Springs II, LLC its rights to develop additional property as part of Latta Springs subdivision, including the rights to make Additional Property subject to the Declaration.

E. Latta Springs II, LLC is developing a portion of Latta Springs, and Ridgeline-Niblock, LLC and Latta Springs II, LLC, as Declarants, desire to cause the Additional Property described hereinafter which is being developed by Latta Springs II, LLC as part of Latta Springs subdivision to be made subject to the terms and the scheme of the Declaration, and therefore file this Supplemental Declaration for that purpose.

SUPPLEMENTAL DECLARATION

KNOW ALL MEN BY THESE PRESENTS, Ridgeline-Niblock, LLC and Latta Springs II, LLC, as Declarants, do hereby covenant and agree with all of the persons, firms and corporations acquiring the hereinafter described property (herein "Submitted Property") located in Mecklenburg County, North Carolina and being more particularly described as follows:

See Exhibit A attached hereto.

That said Submitted Property is hereby subjected to the Declaration of Covenants, Conditions and Restrictions for Latta Springs recorded in Book 11840 at page 300 and an Amendment to the Declaration in Book 12533 at Page 878 in the office of the Register of Deeds for Mecklenburg County, North Carolina and that hereafter the Submitted Property must be used in accordance with the provisions of said Declaration, as amended, with the exception of Article VI *Use Restrictions*, Section 2(C) and (E), which for the Submitted Property hereunder are amended to read in their entirety as follows:

(C) **Minimum Square Footage.** The total heated area of any dwelling unit constructed on the Submitted Property shall contain not less than 2,400 square feet of heated floor area for a one-story dwelling and 2,600 square feet of heated floor area for a two-story dwelling, exclusive of roofed or unroofed porches, decks, patios, terraces, attached garages and accessory buildings.

(E) **Driveways.** All driveways constructed or used in or on a lot shall be constructed of solid asphalt or concrete, or shall be surfaced with such other materials as may be approved by the Architectural Control Committee and such surfacing must encompass the entire driveway and be completed prior to the occupancy of any dwelling. Center grass strips shall not be utilized within the driveway.

The Submitted Property is also made subject to and must also be used in accordance with the following additional covenants, conditions and restrictions:

1. **Water Quality Control Structures.** Each lot owner shall maintain, in accordance with all rules, regulations and requirements, the water quality control structure (herein "Water Quality Control Structure") located on the submitted property described in that certain Declaration of Covenants for Maintenance of Water Quality Control Structures recorded in Deed Book 21175 at page 119 (herein "Water Quality Declaration") in the office of the Register of Deeds for Mecklenburg County, North Carolina. Further, the Submitted Property which is submitted pursuant to this Supplemental Declaration shall be subject to all of the terms and provisions of the Water Quality Declaration, including requirement of periodic inspections and maintenance to insure the long term effectiveness of the low impact development (LID) and best management practices (BMPs) as such terms are used in the Water Quality Declaration.

2. **Water Quality Control Assessments.** Assessments will be levied by the Latta Springs Homeowners Association, Inc. on all lots within the Submitted Property submitted by this Supplemental Declaration in order to provide funds for payment for the maintenance of the Water Quality Control Structures as such maintenance is described and required by Paragraph 3 above and to provide for the periodic inspections and maintenance in order to comply with the requirements of the Water Quality Declaration (such assessments are referred to herein as the "Water Quality Control Assessments"). The Water Quality Control Assessments shall be assessed and collected by the Latta Springs Homeowners Association, Inc. only from the owners of lots within the Submitted Property submitted by this Supplemental Declaration. The assessment and collection of the Water Quality Control Assessments (including the remedies for non-payment) shall be in the same manner as the assessment and collection of Annual Assessments as provided for in Article V of the Declaration. Water Quality Control Assessments shall be assessed only against lots within Latta Springs subdivision which are part of the Submitted Property submitted by this Supplemental Declaration. Further, the maintenance and inspections of the Water Quality Control Structures including but not limited to, the maintenance and inspections required by the Water Quality Declaration, shall be paid solely from the Water Quality Control Assessments. For the calendar year beginning January 1, 2007, the maximum annual Water Quality Control Assessment shall be \$ 100.00 on each lot within the Submitted Property submitted pursuant to this Supplemental Declaration. The Water Quality Control Assessments shall be held in a reserve fund in an interest bearing account to pay for any maintenance or inspections in order to comply with the requirements of the Water Quality Declaration.

The Trustee and Branch Banking and Trust Company, owner and holder, join in the execution of this Supplemental Declaration solely for the purpose of subordinating the lien of the following recorded Deed of Trust to this Supplemental Declaration:

Deed of Trust from Latta Springs II, LLC, a North Carolina limited liability company, to BB&T Collateral Service Corp., Trustee for Branch Banking and Trust Company dated March 26, 2006 and recorded in Book 20206 at page 726 in the Mecklenburg County Public Registry.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed under seal this 26th day of March, 2007.

RIDGELINE-NIBLOCK, LLC,
a North Carolina limited liability company

By: RIDGELINE DEVELOPMENT CORP., Manager

By: W. Kendall Foster
W. Kendall Foster, President

LATTA SPRINGS II, LLC,
a North Carolina limited liability company

By: RIDGELINE DEVELOPMENT CORP., Manager

By: W. Kendall Foster
W. Kendall Foster, President

TRUSTEE:

BB & T COLLATERAL SERVICE CORP.

By: G. Vice
G. Vice, President

BRANCH BANKING AND TRUST COMPANY

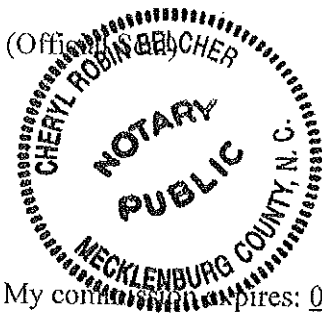
By: Vine
Vine, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Cheryl Robin Belcher, a Notary Public of the County and State aforesaid, certify that W. Kendall Foster personally appeared before me this day and acknowledged that he is President of Ridgeline Development Corp., Manager of Ridgeline-Niblock, LLC, a North Carolina corporation, and that by authority duly given and as the act of the corporation, acting on behalf of Ridgeline-Niblock, LLC, the foregoing instrument was signed by him as its President with authority duly given.

Witness my hand and official stamp or seal, this 22nd day of March, 2007.



Cheryl Robin Belcher
Notary Public

Cheryl Robin Belcher
Printed Name

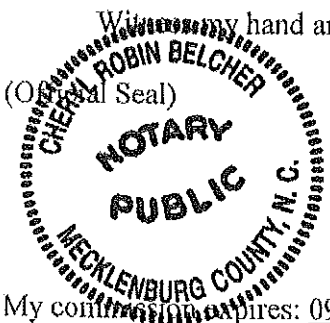
My commission expires: 09/17/09

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Cheryl Robin Belcher, a Notary Public of the County and State aforesaid, certify that W. Kendall Foster personally appeared before me this day and acknowledged that he is President of Ridgeline Development Corp., Manager of Latta Springs II, LLC, a North Carolina corporation, and that by authority duly given and as the act of the corporation, acting on behalf of Latta Springs II, LLC, the foregoing instrument was signed by him as its President with authority duly given.

Witness my hand and official stamp or seal, this 22nd day of March, 2007.



Cheryl Robin Belcher
Notary Public

Cheryl Robin Belcher
Printed Name

My commission expires: 09/17/09

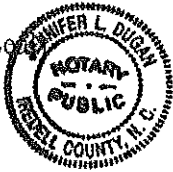
STATE OF NORTH CAROLINA

COUNTY OF ~~MECKLENBURG~~ Iredell

I, a Notary Public of the County and State aforesaid, certify that Benjamin W. Sharpe personally appeared before me this day and acknowledged that he is Sr. Vice President of BB & T COLLATERAL SERVICE CORP., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Sr. Vice President.

Witness my hand and official stamp or seal, this 26 day of March, 2007.

(Official Seal)



Jennifer L. Dugan
Notary Public
Jennifer L. Dugan
Printed Name

My commission expires: 6/11/08

STATE OF NORTH CAROLINA

COUNTY OF ~~MECKLENBURG~~ Iredell

I, a Notary Public of the County and State aforesaid, certify that K. Brad Baldwin personally appeared before me this day and acknowledged that he is Vice President of BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Vice President.

Witness my hand and official stamp or seal, this 26 day of March, 2007.

(Official Seal)



Jennifer L. Dugan
Notary Public
Jennifer L. Dugan
Printed Name

My commission expires: 6/11/08

EXHIBIT A

TRACT 1:

Beginning at a #5 rebar located at N.C. Grid Coordinates N = 597,794.1443 feet E = 1,426,986.7261 feet, said beginning point also being located S 70-17-47 E 7,434.52 feet, Grid Distance = 7433.37, Combined Grid Factor = 0.9998458, from N.C.G.S. monument "MO 20" N.C. Grid Coordinates N = 600,300.341 feet E = 1,419,988.587 feet, said beginning point also being located at a corner of the property conveyed to Beverly Lynn Henry by deed recorded in Deed Book 7501, page 471 in the Mecklenburg Public Registry and running thence from said beginning point and with three lines of Beverly Lynn Henry (now or formerly) as follows: (1) S 77-32-13 W 13.90 feet to a #5 rebar, (2) S 51-32-44 W 210.91 feet to a #5 rebar, and (3) S 21-23-03 E 134.51 feet to a #5 rebar located at a corner of the Rural Open Space of Latta Springs, Map 7, as the same is shown on a map thereof recorded in Map Book 37 at page 827 in the Mecklenburg Public Registry and running thence with a line of the Rural Open Space of Latta Springs, Map 7 (now or formerly) S 86-56-15 W 523.89 feet to a concrete monument located at a corner of Lot 168 of Latta Springs, Map 10, as the same is shown on a map thereof recorded in Map Book 40 at page 211 in the Mecklenburg Public Registry; thence with a line of said Lot 168 and continuing with a portion of the stubbed right-of-way of Morgan Horse Trail and a line of Lot 174 of Latta Springs, Map 10, as the same is shown in Map Book 40 at page 211 in the Mecklenburg Public Registry S 86-56-58 W 303.51 feet to a concrete monument located at the common rear corner of said Lot 174 and Lot 175 of Latta Springs, Map 9, as the same is shown on a map thereof recorded in Map Book 40 at page 213 in the Mecklenburg Public Registry; thence with the rear lot line of Lot 175, 176 and 177 of Latta Springs, Map 9, all being shown in Map Book 40 at page 213 in the Mecklenburg Public Registry S 86-56-58 W 347.57 feet to a concrete monument located at a corner of said Lot 177 and also being located in the line of the property conveyed to Leroy Henderson by deed recorded in Deed Book 17345 at page 443 in the Mecklenburg Public Registry; thence with a line of Leroy Henderson (now or formerly) N 01-07-42 W 381.95 feet, passing a #4 rebar set on the southeasterly margin of the right-of-way of Neck Road (SR #2074) at 326.33 feet; thence N 31-09-46 E 124.41 feet to a point located in a line of the property of Mt. Olive Baptist Church (now or formerly); thence with four lines of the property of Mt. Olive Baptist Church (now or formerly) as follows: (1) S 51-49-23 E 30.26 feet to a #4 rebar set on the southeasterly margin of the right-of-way of Neck Road (SR #2074), (2) S 51-49-23 E 185.34 feet to a #4 rebar, (3) N 42-06-44 E 207.00 feet to a #4 rebar, and (4) N 53-55-16 W 200.08 feet to a #4 rebar; thence N 35-57-09 E 151.76 feet to a #4 rebar; thence N 36-08-44 E 94.90 feet to a mag nail; thence N 52-38-44 E 198 feet to a mag nail; thence N 66-28-38 E 206.25 feet to a mag nail; thence N 69-13-47 E 222.25 feet to a mag nail located at a corner of the property of Jackie H. Connell (now or formerly); thence with five lines of the property of Jackie H. Connell (now or formerly) as follows: (1) S 12-28-14 E 26.10 feet to a #4 rebar, (2) S 12-30-34 E 208.94 feet to a Pinched Iron Pipe, (3) S 11-03-56 E 218.66 feet to a #4 rebar, (4) N 78-53-46 E 286.43 feet to a #5 rebar, and (5) N 00-51-31 E 434.49 feet to a mag nail located within the right-of-way of Neck Road (SR #2074) passing an iron pipe at 409.49 feet; thence N 87-20-06 E 35.19 feet to a mag nail; thence S 01-03-40 W 30.07 feet to a #4 rebar located at a

corner of the Common Open Space of Latta Springs, Map 12, as shown on a map recorded in Map Book 42 at page 889 in the Mecklenburg Public Registry; thence continuing with a line of said Common Open Space and the rear lot lines of Lots 62, 63, 64, 65, 66 and 67 as shown on maps of Latta Springs subdivision S 01-03-40 W 802.40 feet to the point and place of beginning, and containing 22.027 acres, more or less, as shown on a survey of Mark S. Pence, Professional Land Surveyor, dated July 25, 2005.

TRACT 2:

Beginning at a concrete monument located at the northwesterly rear corner of Lot 51 of Latta Springs, Map Book 11 revision, as the same is shown on a plat recorded in Map Book 42 at page 909 in the Mecklenburg Public Registry, said concrete monument also being located in the rear lot line of Lot 53 of Latta Springs, Map 11, as the same is shown on a map recorded in Map Book 41 at page 595 in the Mecklenburg Public Registry and running thence from said beginning point and with a portion of the rear lot line of said Lot 53 and continuing with the rear lot line of Lot 54 of Latta Springs as shown on the aforementioned plat and continuing with the stubbed right-of-way of Alba Rose Lane and the rear lot lines of Lot 55 and a portion of Lot 56 of Latta Springs as shown on the aforementioned plat N 02-24-03 E 377.31 feet to a #4 rebar; thence a new line S 87-38-11 E 466.58 feet to a #4 rebar located in the rear lot line of Lot 42 of Latta Springs, Map 6 as shown on a plat recorded in Map Book 36, page 760 in the Mecklenburg Public Registry; thence with a portion of the rear lot line of Lot 42, 43 and the stubbed right-of-way of Alba Rose Lane, Lot 44 and 45, all as shown on a plat of Latta Springs, Map 6, recorded in Map Book 36 at page 760 in the Mecklenburg Public Registry S 05-49-15 W 365.13 feet to a concrete monument located in the rear lot line of Lot 47 of Latta Springs, Map 6, as shown in Map Book 36 at page 760 in the Mecklenburg Public Registry; thence with a portion of the rear lot line of said Lot 47 and continuing with the rear lot lines of Lot 48, 49, 50 and 51 of Latta Springs, Map 11 revision as the same is shown in Map Book 42 at page 909 in the Mecklenburg Public Registry N 87-17-25 W 445.00 feet to the point and place of beginning, and containing 3.87 acres, more or less, as shown on a survey of Mark L. Pence, Professional Land Surveyor, dated July 25, 2005.

DRAWN BY: Cranford, Schultze & Tomchin
2813 Coltsgate Rd., Ste. 200
Charlotte, NC 28211

MAIL TO: Ridgeline Development Corp.
4500 Cameron Valley Parkwy
Suite 350
Charlotte, NC 28211

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LATTA SPRINGS SUBDIVISION

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LATTA SPRINGS SUBDIVISION is made this 6th day of Aug., 2001 by Ridgeline-Niblock, LLC, a North Carolina limited liability company (herein "Developer"), Niblock Development Corp., a North Carolina corporation (herein "Niblock") and Peachtree Residential Properties, LLC, a North Carolina limited liability company (herein "Peachtree").

STATEMENT OF PURPOSE AND RECITALS

Developer, Niblock and Peachtree are all of the owners of the real property known as Latta Springs Subdivision which property is subject to a certain Declaration of Covenants, Conditions and Restrictions for Latta Springs Subdivision (herein the "Declaration") which Declaration was recorded in Book 11840 at page 300 in the Mecklenburg County Public Registry. Developer, Niblock and Peachtree desire to amend certain provisions of the Declaration as is hereinafter set forth.

AMENDMENT

Developer, Niblock and Peachtree do hereby amend paragraph 6.2 subparagraph (m) of Article VI of the Use Restrictions of the Declaration so that subparagraph (m) now reads in its entirety as follows:

- (m) Fences and Walls. No fence or wall shall be erected on a Lot closer to the street right-of-way line than the front of the house. In the case of a corner Lot, no fence or wall shall be erected within the side yard setback adjoining the road right-of-way, except as approved by the Architectural Control Committee. Solid or privacy fences shall be erected entirely to the rear of the residence exclusive of decks and porches. "Solid" is defined for purposes of this Declaration as fencing with more than 60% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence.

The following types of fences or walls shall not be erected on any Lot:

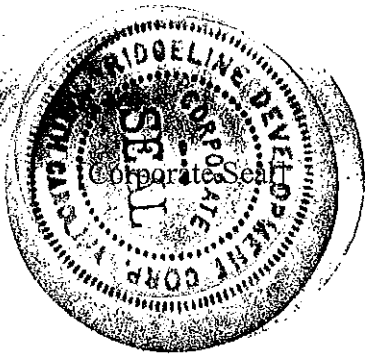
- A. Chain link or other metal fencing is not permitted, except that 2 inch by 4 inch metal mesh may be used with split rail fencing to contain animals or children.
- B. Any fence or wall in excess of six (6) feet in height.
- C. Any fence or wall located within the road right-of-way.

D. Dog runs or animal cages.

The restrictions set forth above shall not pertain to any fencing erected within the Common Area or as part of the permanent entryways to Latta Springs. The construction and design of all fences or walls except those within the Common Area must be approved by the Architectural Control Committee in the manner described hereinafter.

Except as amended herein, all of the provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer, Niblock and Ridgeline have caused this Amendment to be executed under seal as of the day and year first above written.



[Corporate Seal]

RIDGELINE-NIBLOCK, LLC,
a North Carolina limited liability company

By: Ridgeline Development Corp., Manager

By: W. H. H. H. H. H.
President

NIBLOCK DEVELOPMENT CORP.

By: W. H. H. H. H. H.
Vice President

PEACHTREE RESIDENTIAL PROPERTIES, LLC

By: W. H. H. H. H. H. [SEAL]
Manager



NORTH CAROLINA

MECKLENBURG COUNTY

I, Cheryl Robin Belcher, a notary public of the County and State aforesaid, certify that W. Kendall Foster personally appeared before me this day and acknowledged that he is the President of Ridgeline Development Corporation, a corporation, which is the Manager of Ridgeline-Niblock, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation acting as manager of Ridgeline-Niblock, LLC, the foregoing instrument was signed in its name by its President, and sealed with its corporate seal.

Witness my hand and official seal, this 20th day of July, 2001.

(Official Seal)  Cheryl Robin Belcher
Notary Public

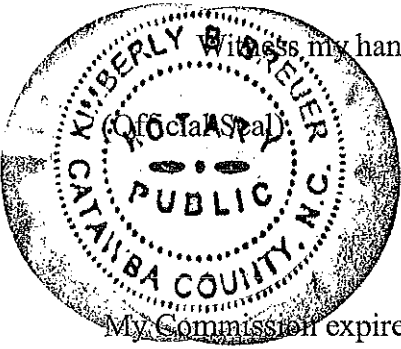
My Commission expires: 09/17/04

NORTH CAROLINA

Catawba COUNTY

I, Kimberly B. Breuer, a notary public of the County and State aforesaid, certify that William Niblock personally appeared before me and acknowledged that he is the Vice President of Niblock Development Corp., a North Carolina corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument and sealed it with its corporate seal.

Witness my hand and official seal, this 6th day of August, 2001.

(Official Seal)  Kimberly B. Breuer
Notary Public

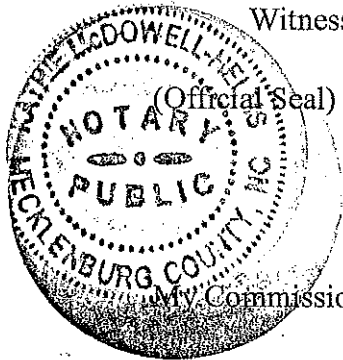
My Commission expires: January 31, 2006

NORTH CAROLINA

MECKLENBURG COUNTY

I, Kathie McDowell-Helms, a notary public of the County and State aforesaid, certify that Michael Ruland personally appeared before me and acknowledged that he is the Manager of Peachtree Residential Properties, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of said limited liability company, he signed the foregoing instrument.

Witness my hand and official seal, this 27 day of July, 2001.



Kathie McDowell-Helms

Notary Public

My Commission Expires 10/26/2004.

My Commission expires: _____