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**DECLARATION OF PROTECTIVE COVENANTS
FOR STEELECROFT VILLAGE**

Filed for Record on the
13th day of March, 2008

PREPARED BY AND MAIL TO:

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**DECLARATION OF PROTECTIVE COVENANTS
FOR STEELECROFT VILLAGE**

THIS DECLARATION OF PROTECTIVE COVENANTS ("Declaration") made this _____ day of March, 2008, by STEELECROFT OFFICE, LLC, a limited liability company organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to certain real property situated in Mecklenburg County, North Carolina lying in the northwest quadrant of the intersection of NC Highway 49 (York Road) and Steelescrot Office Parkway, which real property consists of approximately 6.694 acres as more particularly described on Exhibit A attached hereto and incorporated herein by reference and upon which real property Declarant desires to create, as permitted under local zoning ordinances, a mixed use development to be known as Steelescrot Village; and

WHEREAS, Declarant desires to insure the attractiveness of the development and to preserve, protect and enhance the values, appearance and amenities thereof, to provide for a method for the maintenance, repair, replacement and operation of certain landscaping, lighting, entrances and other common areas, facilities and other Improvements (as such term is hereinafter defined and used herein) located within or adjacent to the rights-of-way of the public streets within Steelescrot Village or appurtenant to the Properties (as such term is hereinafter defined and used herein); and, to this end desires to subject the Properties to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Properties and each owner thereof; and

WHEREAS, Declarant, in order to further the objectives set forth herein, has deemed it desirable to create an organization to which will be delegated and assigned the power of maintaining, repairing, replacing, operating and administering certain landscaping, lighting, entrances and other common areas, driveways, parking areas, medians, landscaped areas, facilities and other Improvements located within the Association Landscape and Easement Areas within Steelescrot Village or adjacent to the public street rights-of-way and entrances into the development, and administering and 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, Steelescrot Village Property Owners Association, Inc., as a non-profit membership corporation for the purpose of exercising and performing the aforesaid functions.

NOW THEREFORE, Declarant, by this Declaration, does hereby declare that all of the real property described on Exhibit A and such additions thereto as may be hereinafter made pursuant to Article II hereof are 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. "Association" shall mean and refer to Steelecroft Village Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean any record owner (including the Declarant), whether one or more persons or entities, of fee simple title to any of the tracts more particularly described in Exhibit A attached hereto (said tracts being hereinafter referred to individually as a "Tract" or collectively as the "Tracts") or to a Lot derived from a subdivision of one or more of such tracts which is 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 "Existing Property" described in Article II, Section 1 hereof and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Association under the provisions of Article II hereof.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, other than property located within public streets which are reserved or established for the use of all owners (a) appearing on any recorded subdivision map of the Properties, (b) subdivided out of the Properties by Declarant and conveyed to another person or entity by deed recorded in the Mecklenburg County Public Registry, (c) conveyed as a Tract by Declarant to another person or entity by deed recorded in the Mecklenburg County Public Registry and any subsequent subdivisions thereof, or (d) all portions of the Properties owned by Declarant. In the event of a subdivision of any Lot, each such parcel shall also be considered a "Lot", and further provided that parcels may be subdivided into additional parcels for the purpose of granting different lending institutions deeds of trust on portions of such areas to secure loans and upon foreclosure, diverse ownership shall not constitute a violation hereof and each such parcel shall after such foreclosure be deemed a "Lot".

Section 5. "Association Landscape and Easement Areas" shall be all property within the Properties, including generally, all driveways, parking areas, medians, private streets, landscaped areas and other Improvements within Steelecroft Village, but specifically excluding only the Building Improvements, as defined herein, the specific location of the Association Landscape and Easement Areas to be designated "Association Landscape and Easement Areas" on maps of portions of the Properties, presently or hereafter recorded.

Section 6. "Utility Easements" shall be utility easements in areas within twenty feet (20') of the front and rear boundary lines of each Lot and within ten feet (10') of the side boundary lines of each Lot or such areas designated as "Utility Easement" on maps of portions of the Properties, now or hereafter recorded; provided, however, if the nature of development on a Lot is such that the Zoning Ordinance of Mecklenburg County does not impose a side yard requirement between buildings or other improvements constructed on said Lot and any adjacent Lot, then with respect to such Lot, utility easements shall be in areas within twenty feet (20') from the front and rear boundary lines of such Lot.

Section 7. "Sidewalk Easements" shall be areas located along or adjacent to the street front boundary lines of each Lot or such areas designated as "Sidewalk Easement" on maps of portions of the Properties which are now or hereafter recorded, within which areas sidewalks shall be constructed.

Section 8. "Declarant" shall mean and refer to Steecroft Office, LLC and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose. Upon any transfer by Declarant of any or all of its Declarant rights and obligations hereunder, Declarant shall be relieved of any and all obligations and liabilities with respect to the rights and obligations so transferred.

Section 9. "Member" shall mean and refer to the Declarant and to any owner of any Lot, which person or entity shall automatically be deemed a member of the Association.

Section 10. "Designated Maintenance Items" shall mean those items located within the rights-of-way of private streets within Steecroft Village (including property in medians and entrances) and within Association Landscape and Easement Areas, Utility Easements and Sidewalk Easements or which are specifically designated in a written notice delivered to any Owner by the Association, which written notice shall set forth the extent of the maintenance obligations of the Association and the specific locations to which such obligations apply. Notwithstanding the foregoing, maintenance of the detention area within Lot 5, as shown in Map Book 49, Page 287, Mecklenburg County Public Registry, shall be specifically included as a Designated Maintenance Item.

Except as specifically set forth in this Section 10 and Article VIII, this Declaration imposes no obligation on Declarant to construct, install or maintain any of the Designated Maintenance Items.

Section 11. "Institutional Lender" shall mean any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate.

Section 12. "Improvements" shall mean generally all buildings and other structures, together with all additions, enclosures, fences, loading docks, entranceways, exitways, driveways, private streets, curb cuts, parking facilities, landscaping, planting, storage yards,

storm drainage system, storm water detention facilities, irrigation facilities or other structures or permanent or temporary improvements on any Lot.

Section 13. "Building Improvements" or "buildings" shall mean structures located on any Lot that are the principal structures thereon having a roof supported by walls and intended to house the principal uses on such Lot.

Section 14. "Common Area Improvements" shall mean all Improvements on the Properties, excluding only Building Improvements.

ARTICLE II

PROPERTY

Section 1. Description. The Existing Property initially made subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Additions to Property. Any additional real estate contiguous or adjacent to the Property may be subjected to this Declaration by Declarant upon the filing of record of a supplemental declaration (each a "Supplemental Declaration") describing same, and thereupon the operation and effect of this Declaration shall be extended to such additional property and such additional property shall thereafter be and become part of the Property. The Supplemental Declarations may contain such complementary additions and modifications of this Declaration pertaining to such additional property as may be necessary or convenient, in the judgment of Declarant, to reflect or accommodate the different character, if any, of the added property. Notwithstanding any term or provision herein to the contrary, Supplemental Declarations limited in scope and purpose as provided in this Section 2 may be executed and filed of record by Declarant without any requirement that other Owners approve or execute such Supplemental Declarations.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to Assessment (as such term is defined in Article V, Section 1 hereof) shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. Notwithstanding the foregoing provisions, Declarant shall be deemed a Member, regardless of whether it is obligated to pay Assessments as set forth in Article V, Section 1 hereof.

Section 2. Voting. 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:

(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 (1) vote for each square foot of Building Improvements located on such Lot. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine by majority vote based on ownership interest, but in no event shall the vote or votes be cast separately with respect to any jointly owned Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant (as "Declarant" is defined in Article I, above) which have not been converted to Class A Lots as provided in (i) or (ii), below. The Declarant shall be entitled to five (5) votes for each square foot of Building Improvements located on such Lot. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the latter of the following:

(i) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots, provided that all Lots owned by Declarant shall revert to Class B Lots and thereby shall be reinstated with all rights, privileges and responsibilities of such class, if, after the above provided conversion of Class B Lots to Class A Lots, additional lands are annexed to the Properties (with or without the assent of Class A Members), thus making the Declarant the owner, by virtue of newly created Lots and of other Lots owned by Declarant, of a sufficient number of square feet of Building Improvements within Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion or reconversion shall occur automatically as often as the foregoing facts shall occur); or

(ii) On January 1, 2020.

Section 3. Majority. Notwithstanding the above provisions, the Declarant shall be entitled to fifty-one percent (51%) of the total votes (the "Total Votes") of the Association Members until December 31, 2019.

Section 4. Amendment. Notwithstanding any provisions to the contrary contained herein, so long as Declarant owns any portion of the Properties, this Declaration and the Bylaws of the Association may not be amended without its written consent.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors (the, "Board of Directors") in accordance with the Bylaws. Notwithstanding any provisions to the contrary contained in this Declaration or in the Bylaws, the Declarant shall have the right to appoint or remove by written notice to the Board of Directors any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

(a) Declarant no longer owns any portion of the Properties;

(b) Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant; or

(c) December 31, 2019.

Section 6. Default by Member. During any period in which a Member shall be in default in the payment of an Annual, Special or other Assessment levied by the Association, such Member's rights to vote and all other rights and incidents of membership in the Association may be suspended by the Board of Directors until such Assessment is paid.

ARTICLE IV

EASEMENTS

Section 1. Owner's Easements of Enjoyment. Every Owner, through ownership of a Lot, shall have, subject to rules and regulations established by the Board of Directors of the Association, a non-exclusive right and easement of use and enjoyment in and to the Association Landscape and Easement Areas, Utility Easements and Sidewalk Easements which shall be appurtenant to and pass with the title to every portion of the Properties.

Section 2. Association Easements. The Association, its successors and assigns, shall have and hereby reserves a non-exclusive right and easement over those portions of the Properties defined as Association Landscape and Easement Areas in Article I, Section 5 hereof. This easement shall be for the purpose of inspecting Improvements, including facilities and landscaping thereon and for the purpose of installing, maintaining, inspecting, repairing, replacing, operating and administering Designated Maintenance Items located within Association Landscape and Easement Areas, including but not limited to landscaping (including, but not limited to, trees, shrubbery, grass and flowers), private streets, driveways, parking areas, lighting, sidewalks, utility lines, fences, signs, wetland ponds, storm drainage, storm water detention, fountains and entry monuments if so designated in the event the Association expressly undertakes an obligation to do so. The Association shall at all times have and reserve the right of ingress and egress for those authorized by it, including its employees, agents and subcontractors, over any Lot for all purposes permitted by this Declaration, including accessing the Association Landscape and Easement Areas for the further purpose of performing such installation, inspection and maintenance as it expressly undertakes within the Association Landscape and Easement Area easements. The Association shall also have the right but not the obligation to install, inspect, and maintain the Designated Maintenance Items in the medians, islands and entrance ways located within the rights-of-way of public streets within Steelescrot Village.

Section 3. Utility and Sidewalk Easements. Declarant reserves for itself and the Association, and their respective successors and assigns, an easement over those portions of the Properties defined as Utility Easements in Article I, Section 6 hereof and Sidewalk Easements in Article I, Section 7 hereof for the purpose of installing, constructing, inspecting, maintaining, repairing, replacing and using public sidewalks and utility lines. Any sidewalk located within Sidewalk Easements on the Properties shall be for the general public's use.

Section 4. Reciprocal Parking and Access Easement. Each Owner of a Lot and such Owner's heirs, successors and assigns, tenants and invitees and any person, firm or corporation hereafter acquiring title to all or any portion of such Lot (whether such ownership is by deed, foreclosure or deed in lieu of foreclosure or otherwise) shall have the non-exclusive right, privilege and easement to enter upon, over and across the private streets, driveways and parking areas located on Properties for ingress, egress, regress and parking. Such rights and privileges shall be for the benefit and use of any lessee, invitee and licensee of present and future Owners of any portion of the Properties for the purpose of affording such present and future Owners, their lessees, invitees and licensees and each of their invitees and customers, the non-exclusive privilege of using in common with other Owners, lessees, invitees and licensees and their invitees and customers, the driveways located within the Properties for pedestrian and vehicular ingress, egress and regress to and from the Properties, the private streets, and the parking areas for parking purposes described herein. The easement right herein granted shall be subject in all respects to the rights of the Association with respect to the Association Landscape and Easement Areas. Notwithstanding the foregoing, Lot 4 shall not be allocated more than four (4) parking spaces for every one thousand (1,000) square feet of Building Improvements on such Lot, and any excess parking spaces shall be for the parking use and benefit of Lots 1, 2 and 3. Lots 1, 2 and 3 shall not be allocated more than five (5) parking spaces for every one thousand (1,000) square feet of Building Improvements on such Lots. Declarant may, but shall not be obligated, to take enforcement measures to curb excessive use, including levying fines.

Section 5. Use by 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 and their agents, tenants, contractors and invitees.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation to Pay Assessments. The Declarant, for each Lot owned within the Properties, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges for the creation and continuation of an installation and maintenance fund in the amount hereinafter set forth; and (2) Special Assessments, each such Assessment to be established and collected as hereinafter provided (Annual Assessments and Special Assessments are hereinafter separately and collectively referred to as "Assessment" or "Assessments"). Any such Assessment or charge, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. In the case of co-ownership of a Lot, all of the co-owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 2. Purposes of Assessments. Except as hereinafter provided, the Assessments levied by the Association shall be used to pay the ongoing cost of and shall be used exclusively for obligations expressly undertaken by the Association to provide for the

installation, inspection, maintenance, repair, replacement, reconstruction, replenishment, restoration, cleaning and operation of the Designated Maintenance Items, the Association Landscape and Easement Areas, Utility Easements and Sidewalk Easements, the provision of other services intended to promote the health, safety and welfare of the Members, the cost of labor, equipment, materials, management and supervision for and security services in protection of the same, the payment of taxes on portions of any common areas owned by the Association in fee simple and the costs of enforcing this Declaration. These costs will include, but will not be limited to, legal expenses, administrative costs, accounting costs, insurance premiums, the payment of utility bills relating thereto (including water and electric power for the irrigation and lighting systems), and management fees.

Section 3. Annual Assessment. The Annual Assessment for each Member for each calendar year shall be the product of (a) the actual square footage of Building Improvements contained within said Member's Lot (excluding public and private road rights-of-way) times (b) the Annual Assessment per square foot of Building Improvements as established by the Association based on projected expenditures for the calendar year for which such computation is made, with fractions calendar years to be computed and prorated equitably, at the same uniform rate for each calendar year. The Annual Assessment shall not commence until 2008.

Beginning in 2008 and each year thereafter, the Association, acting through its Board of Directors, shall estimate the costs of performing its responsibilities hereunder, or so many of such responsibilities as it shall have expressly undertaken, for the next succeeding year and advise each Member by notice in writing of the amount of its Assessment determined as above provided for such next succeeding calendar year. These Annual Assessments may include a contingency reserve for replacement and repair. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the contingency reserve in the discretion of the Association.

Section 4. Special Assessments. In addition to the Annual Assessments hereinabove authorized, the Association may levy Special Assessments only for the purpose of defraying, in whole or in part, or for the purpose of setting aside for future expenditure, the cost of any unexpected items, capital items, or the cost of any reserves required in excess of the amounts that may be included in the Annual Assessment; provided, however, that any such Special Assessment shall have the approval of seventy-five percent (75%) of the owners of each class of Lots present and voting in person or by proxy at an annual or special meeting of the membership at which a quorum is present with such seventy-five percent (75%) being measured by the number of votes eligible to be cast by the aforesaid Members of each class. Special Assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such Assessment. The Association may also, without any consent of the Owners, levy a special assessment against any Owner who fails to maintain its Lot in accordance with the standards set forth in Article VI herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof 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 in person or of proxies of Members entitled to cast fifty percent (50%) of the Total Votes 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 6. Due Date. Unless otherwise provided herein, Annual Assessments shall be due and payable in advance, quarterly, semi-annually or yearly as determined by the Board of Directors, in its sole discretion, thirty (30) days after being billed to any Member by the Association based on the Association's estimate as set forth above; provided, however, the Board of Directors may require the payment of the same at different intervals. Late billing of any Assessment shall not affect a Member's obligation to pay the same.

Section 7. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all designated portions of the Properties subject to Assessment and Assessments applicable thereto which shall be open to inspection by any Member upon reasonable notice.

The Association shall upon request and prior payment of a reasonable charge therefor furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the Assessments have been paid, and if not, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of Assessments against such Lot.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is less. In addition to such interest charge, any delinquent Member shall also pay a late charge of the greater of (1) 15% of the delinquent amount; or (2) Two Hundred Fifty and No/100 Dollars (\$250.00) or such other amount as may have been theretofore established by the Board of Directors of the Association to defray the costs of late payment. The Association, its agent or representative, may bring an action at law against any Member personally and/or foreclose the lien against the Lot, and interest, late payment fees, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by abandonment or non-use of his or its portion of the Properties.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot or any portion of the Properties and to other mortgages or deeds of trust if the mortgage or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of a Lot or any portion of the Properties shall not affect any Assessment lien, but the sale or transfer of a Lot or any portion of the Properties which is subject to a mortgage or deed of trust to which the lien of the Assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof,

shall extinguish the lien of such Assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or portion of the Properties 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 those mortgages and deeds of trust identified in the first sentence of this Section 9.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority for operation and maintenance shall be exempt from any provision of this Declaration.

Section 11. Annual Accounting. The Association shall keep books and accounting records in accordance with generally accepted accounting principles and shall furnish each Member with an annual report each year prepared by and certified to be true and correct by an officer of the Association or, at the election of the Association, an independent Certified Public Accountant selected by the Association's Board of Directors.

Section 12. Dealings Between Association and Any Member. In the event that services, materials or work are provided to the Association by any Member, including the Declarant, then all such services, materials or work shall be furnished at a price which is not more than would be charged by non-members for performing such work or services or providing such materials.

ARTICLE VI

MAINTENANCE BY OWNER AND EXTERIOR APPEARANCE

Section 1. Maintenance and Repair. Each Owner shall maintain, repair and, when necessary, renew or rebuild at its expense all Building Improvements (both interior and exterior) on its Lot which shall reasonably be deemed necessary by the Association in order to keep the same in the best possible condition, repair and appearance and in a condition substantially similar to that existing upon the initial completion of the Building Improvements in accordance with the Plans (as hereinafter defined).

Upon an owner's failure to maintain and renew or rebuild the exterior of any Building Improvement, including, without limitation, the roof, in good condition repair and appearance, the Association, in addition to all other rights and remedies it might have at law to enforce this covenant, may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner not less than thirty (30) days' written notice sent to its last known address, or to the address of the Lot, make repairs or renew or rebuild and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the cost of such work and materials with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and Article V, Section 8 hereof.

The lien provided for in the immediately preceding paragraph of this Section and in Sections 3 and 4 of Article VII shall be subordinate to the lien of any first mortgage or first deed

of trust on a Lot and to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of any Lot shall not affect any Assessment lien, but the sale or transfer of any Lot which is subject to a mortgage or deed of trust to which the lien of the Assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to any installment 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 lien provided for herein and in Sections 3 and 4 of Article VII shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this paragraph.

Section 2. Utilities. All on-site utility services on any Lot or within Utility Easement areas shall be located underground, except for transformers, vaults, meters, control boxes or other items not generally designed to be placed underground, unless otherwise approved by the Architectural Design Committee; provided, however, this provision shall not be construed to prohibit the installation of temporary overhead power lines for the period during which Improvements are constructed on any Lot and provided, further, that such temporary overhead power lines shall forthwith be dismantled upon completion of construction of such Improvements.

Section 3. Parking. On-street parking is prohibited unless expressly permitted by signage or otherwise indicated by striping.

Section 4. Owner's Insurance. Each Owner covenants and agrees that it shall insure all Improvements owned by it on any Lot in an amount equal to the full replacement cost thereof and if any such Improvements are destroyed or damaged by fire or other casualty, the Owner whose property is damaged or destroyed by fire or other casualty shall proceed with due diligence to repair and restore the same to as good a condition as existed before such damage or destruction; provided that the holder of the first mortgage loan on the property damaged or destroyed permits the application of such proceeds to repair or replacement. In the event of a taking by condemnation or otherwise by governmental authority which damages any part of said Improvements, the Owner of such portion of the Improvements shall immediately repair and restore the same to an integrated and architecturally complete building or structure, if the remaining portion of the Improvements is capable of being so repaired and restored. In the event insurance proceeds are not made available for application to the repair or replacement of the Improvements, or in the event of a condemnation such that the remaining portion of the Improvements is not capable of being repaired and restored, then in either event the Owner of such Improvements shall thereafter remove all damaged Improvements, rubble and debris from the Lot, shall evenly grade and reseed the Lot and thereafter shall maintain the Lot in accordance with the provisions of Section 1 of this Article. Each Owner at all times shall maintain comprehensive public liability insurance with a combined single limit of at least \$1,000,000.00 with respect to bodily injury or death to any one person, at least \$2,000,000.00 with respect to bodily injury or death arising out of any one accident and at least \$1,000,000.00 with respect to property damage arising out of one occurrence, covering its Lot, which minimum may be increased by the Board of Directors in its discretion from time to time. During the period of construction of Improvements on any Lot, the Owner of said Lot shall maintain Builder's Risk,

Workers' Compensation and such other insurance policies as are required by sound construction practices.

ARTICLE VII
USES AND
CONSTRUCTION OF IMPROVEMENTS

Section 1. Permitted Uses. A Lot may be used for any use specified in Exhibit B attached. All Lots shall also include within their boundaries Association Landscape and Easement Areas, as defined in Section 5 of Article I hereof, and Utility and Sidewalk Easements.

Section 2. Prohibited Uses. No Lot or any portion of the Properties may be occupied or used, directly or indirectly, for the following uses: labor camps; commercial storage of building or construction materials (except temporarily in connection with construction of structures by Owners of Lots as is permitted herein); the process of dry cleaners; smelting of iron, tin, zinc or other ores; refining of petroleum or of petroleum products; flea markets; open air stalls; rodeos; tattoo parlors; sales lots for prefabricated structures; tire recapping plants; farm and heavy construction equipment and implement sales, leasing, service, storage, and similar activities; truck terminals; lumber, planing or sawing mills; pulpwood yards; storage yards; taxidermy; cemeteries (public and private); commercial poultry, livestock, and swine production; cattle feeder lots or fur-bearing animal rearing or breeding farms; abattoirs; junk yards; baling, storage or processing of scrap metal, glass, paper or rags, or storage or processing of wrecked or junked motor vehicles; quarries; race tracks; raceways or dragstrips; truck stops; sanitary landfills or garbage disposal areas; trailer or mobile home parks; any type of outdoor storage; or massage parlor, cinema or bookstore selling or exhibiting material of a pornographic or adult nature. No Lot or other portion of the Properties shall be used for any business the operation of which would result in the generation, storage or disposal of any flammable explosives, radioactive materials; infectious substances or raw materials which include hazardous constituents or any other substances or materials which are included under or regulated by Environmental Laws (as hereinafter defined) (collectively, "Hazardous Substances"), including, but not limited to, (i) any asbestos or insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous substance, material or waste defined as such in (or for the purposes of) the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 15 U.S.C. § 2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any so-called state or local "Superfund" or "Superlien" laws, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance ("Environmental Laws"). Nothing in this Section 2 of Article VII shall prohibit the operation of a gas station upon Lot 1, as shown in Map Book 37, Page 501, Mecklenburg County Public Registry, provided that such operation shall comply with all Environmental Laws.

Section 3. Compliance with Environmental Laws. Each Owner shall comply with all applicable Environmental Laws. Each Owner shall keep or cause the Properties to be kept free from Hazardous Substances (except those substances used by any Owner in the ordinary course of his respective business and except in compliance with all Environmental Laws and where such could not reasonably be expected to give rise to liability under Environmental Laws) and in compliance with all Environmental Laws. Owners shall not install or use any underground storage tanks ("USTs"), shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Substances on the Properties in quantities or conditions that would violate or give rise to any obligation to take remedial or other action under any applicable Environmental Laws. Without limiting the generality of the foregoing, during the term of this Declaration, no Owner shall install or permit to be installed in the Properties any asbestos or asbestos-containing materials. An Owner shall remedy or cause to be remedied in a timely manner (and in any event within the time period permitted by applicable Environmental Laws) any violation of Environmental Laws by such Owner or any condition that could give rise to liability under Environmental Laws resulting from the acts or omissions of such Owner, its officers, directors, members, agents invitees concerning (i) the Properties or (ii) other affected property. In the event any Owner fails to perform any of such Owner's obligations set out in this Section 3, the Association may, but shall not be obligated to, cause the Properties to be freed from any Hazardous Substances or otherwise brought into conformance with Environmental Laws, and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the Owner's share of the cost of such work and materials, together with interest thereon, with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and with Article V, Section 8 herein. Owners hereby grant to the Association and its agents and employees access to the Properties and a license to remove any items deemed by the Association to be Hazardous Substances and to do all things the Association shall deem necessary to bring the Properties into conformance with Environmental Laws.

Section 4. Approval of Development. Declarant may elect to construct all or a portion of the Common Area Improvements in such manner as Declarant deems appropriate, in its sole discretion. In the event Declarant does not elect to construct the Common Area Improvements, this Section 4 shall be applicable to construction of Common Area Improvements by the Owner of the applicable Lot. Before commencing the construction, redecorating, painting, reconstruction, relocation or alteration of any exterior portions of Improvements to any Lot, the Owner of such Lot shall first submit to the Architectural Design Committee in duplicate, the preliminary plans showing the following items and such other items as the Architectural Design Committee may reasonably request, which other items may be in addition to or deleted from the following, as appropriate, taking into account the scope of the project or construction to be reviewed by the Architectural Design Committee (all of the following and such additions to or deletions therefrom being herein called the "Plans"): site plan showing the location of all Improvements, including but not limited to, proposed driveways providing access to public streets and the parking layout; demolition and storm drainage plan; storm water retention plan; utility plan; erosion control plan; landscape plan; irrigation plan; floor plan; building elevations; structured parking facilities plan and elevations; schedule of colors, finishes, and materials for exterior surfaces of all structures; perspective drawing or rendering showing at least the side of

the structure containing the primary entrance; exterior signage program; and site lighting program.

The Architectural Design Committee may establish and amend, from time to time for any construction to be undertaken on Lots, uniform and standard requirements (the "Design Guidelines") with respect to such construction including, without limitation, building exterior surface materials; landscape plans, including types of plants, shrubbery and street trees and the required spacing thereof, decorative fencing; and street and parking area lighting. The Design Guidelines as established by the Architectural Design Committee shall be available upon the request of an Owner for its use in preparing Plans for submission to the Architectural Design Committee. The Architectural Design Committee may require as a condition for approval of an Owner's Plans the integration of the Design Guidelines within the Improvements to be constructed on any Lot.

Declarant or the Association may enter upon the Lot at any time during construction and installation of Improvements in order to inspect such Improvements as shown on the Plan. In the event that Declarant or the Association determines, in its sole discretion, that such Improvements are not being constructed or installed in accordance with the approved Plan, Declarant or the Association shall notify the Owner of such Lot of non-compliance and such Owner shall have thirty (30) days after receipt thereof to remedy such non-compliance. Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, if an Owner fails to obtain the approvals required herein, to proceed diligently to complete the Improvements in accordance with the approved Plans or otherwise fails to comply with the provisions of this Article VII, then and in that event, if such Owner fails to commence and thereafter diligently pursue compliance with the provisions set forth herein within thirty (30) days after receipt of notification of non-compliance by Declarant or the Association, the obligations set forth herein may be enforced by the Declarant or the Association by pursuit of all available remedies at law and in equity, including injunctive relief. Further, Declarant or the Association shall have the right to enter upon the Lot or Lots on which the Improvements are located and complete the Improvements in accordance with the approved Plans or conform the Improvements to the requirements set forth herein. The cost of such correction, together with all interest and reasonable attorney fees incurred in connection therewith, shall be due and owing the Declarant or the Association, as the case may be, enforceable at law and in equity and shall also be a charge on the land of such Owner within the Properties and a continuing lien thereon until paid. All expenses of the Association incurred as a result of action taken by the Association pursuant to this Section shall be immediately due and owing from the Owner of the Lot, and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the cost of such work and materials with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and Article V, Section 8 hereof.

All Building Improvements constructed or erected upon the Properties shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of such construction as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental unit(s) or authority(ies) having jurisdiction. No permission or approval granted by the Architectural Design Committee pursuant to this

Declaration shall constitute or be construed as an approval by it of the fitness for its purpose, engineering or structural stability, quality of materials, or design of any building, structure or other improvement and no liability shall accrue to the Architectural Design Committee in the event that any such construction shall subsequently prove to be defective or in any way inadequate, nor shall any approval be considered evidence that the same comply with other restrictions applicable to the Lot. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractors during the period of construction of Improvements, except with the approval of the Architectural Design Committee.

Section 5. Special Provisions. The Architectural Design Committee shall consist of not less than three (3) persons appointed by Declarant. The Declarant shall be empowered to appoint their successors should a vacancy occur, and their names shall be maintained at Declarant's offices. At its option by written notice, the Declarant may delegate to the Association the authority and duty to appoint the Architectural Design Committee, and upon termination of the Class B Lots in accordance with the provisions of Article III, Section 2(b) hereof, the authority to appoint the Architectural Design Committee shall automatically be vested in the Association. Upon Declarant's delegation of the duty and authority to appoint the members of the Architectural Design Committee, or upon the expiration of Declarant's right to perform the functions of such Committee, the Association's Board of Directors shall appoint not less than three (3) nor more than five (5) individuals to such Committee. One of the individuals so appointed shall be the Chairman of the Architectural Design Committee, and he/she or a majority of the members may call a meeting of the Committee by giving two days prior written notice to each member. A quorum shall be a majority of the members of the Committee and all decisions shall be made by majority vote. A member of the Architectural Design Committee need not be a Member and can also be a member of the Board of Directors of the Association. In no event shall any member of the Architectural Design Committee be liable for damages or in any other respect to any Owner for wrongfully refusing to approve any submission by such owner as hereinabove required. Such Owner's sole remedy shall be a suit to compel approval by the Architectural Design Committee.

Notwithstanding any other provision of this Declaration of Protective Covenants to the contrary, Declarant shall not be required to comply with or be subject to the requirements, restrictions or procedures set forth in this Article VII with respect to all or any portion of the Existing Property owned by Declarant until January 1, 2020.

Section 6. Outside Storage and Appurtenances. No articles, goods, materials, incinerators, storage tanks, refuse containers or equipment shall be kept in the open or exposed to public view or view from any neighboring properties. Water towers, storage tanks, transformers, pump houses, processing equipment, stand fans, cooling towers, communication towers, vents, stacks, skylights, mechanical rooms and any other structures or equipment (whether freestanding or roofmounted) shall be architecturally compatible or effectively shielded from public view by an architecturally approved method organized in an aesthetically pleasing and architectural manner to provide a "roofscape" which shall be approved in writing by the Architectural Design Committee before construction or erection of said structures or equipment. Outside storage which is not a use ancillary to the Building Improvements constructed on any Lot is not permitted.

Section 7. Preservation of Landscaping Within Setback Areas. No Building Improvement or other structure above ground shall be constructed or erected in the building setback areas on any Lot established in maps of the Properties, presently existing or hereinafter recorded in the Mecklenburg County Public Registry. Association Landscape and Easement Areas shall be used solely for landscaping purposes and, unless Declarant or the Association elects to install landscaping within this area, it shall be the responsibility of each Owner at its sole expense to install landscaping within this area and plant with lawn, trees, flowers and shrubbery according to the Plans approved in writing by the Architectural Design Committee. Upon approval of the Architectural Design Committee, driveways, signs and other similar Improvements may be located within said landscaped areas. Unless Declarant or the Association elects to do so, each Owner shall install an underground sprinkler or underground watering system within the Association Landscape and Easement Areas on its Lot; provided, however, the Owner shall not be required to plant the said landscaping or construct the underground watering system prior to the time the Improvements are constructed on its Lot.

Notwithstanding the above, all installations of landscaping and sprinkler systems by any Owner shall be subject to inspections and the right of Declarant or the Association to install or conform such installations to the approved plans as set forth in Section 4 of this Article VII.

Section 8. Governmental Laws, Regulations, Permits and Approvals. Each Owner, its successors and assigns, shall fully comply with (i) all federal, state and local health and safety laws, codes and ordinances, and all rules and regulations promulgated thereunder and (ii) the terms and conditions of all federal, state and local permits, licenses, certifications and approvals now or hereafter granted or obtained, with respect to all property owned by such Owner within the Properties and all actions of Owner, its agents, representatives, contractors and employees within the Properties. Each Owner shall defend, indemnify and hold Declarant and the Association harmless from and against all claims, demands, liabilities, causes of action and damages arising out of or occurring as a result of such Owner's violation of the provisions of this Section 9.

Section 9. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot located within the Properties must be continued with reasonable diligence to completion and no partially completed Building Improvements or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. In the event of the failure by any Owner to diligently complete such improvements, Declarant and Association shall have the rights set forth in Section 4 of this Article VII. The Owner of each Lot shall at all times keep all adjacent public and private areas free from dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

ARTICLE VIII

MAINTENANCE AND REPLACEMENT OF ASSOCIATION LANDSCAPE AND EASEMENT AREAS

Upon completion of installation, the Association shall maintain, reconstruct, replace, repair, replenish and operate Designated Maintenance Items as designated by the Association located within all Association Landscape and Easement Areas and pay the cost thereof. In addition, the Association, its agents and contractors shall have the full right and authority to go upon such property at any time and from time to time for the purpose of performing the Association's obligations hereunder in such manner as the Association reasonably deems in the best interest of the Properties. Declarant or the Association may elect to make a new installation in the Utility and Sidewalk Easements and Association Landscape and Easement Areas at any time, and such installation shall be made with minimum practicable interference to the Lot where the installation is performed. The Association shall be permitted from time to time and at any time to relinquish any maintenance obligations it has expressly undertaken by delivering written notice thereof to the Owner owning the Lot affected by such relinquishment of obligations, and such Owner from and after its receipt of said written notice shall be responsible for such maintenance. All maintenance, reconstruction, replacement, repair, replenishment and operation of Designated Maintenance Items located within all Utility and Sidewalk Easements and Association Landscape and Easement Areas, if performed by Declarant or the Association, shall be performed with minimum practicable interference to the Lot where the work is being conducted and, except in the cases of such Owner's negligence, recklessness or willful misconduct, in which case the Owner shall be responsible for the cost of maintenance and repairs necessitated by Owner's conduct, the Declarant or the Association, as the case may be, shall fully repair all damage to such Owner's Lot following any installation, maintenance or repair.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right (but not the obligation) 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 by any Owner to enforce, whether in whole or in part, any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for three (3) successive periods of ten (10) years each, unless Owners with at least seventy-five (75%) percent of the Total Votes elect not to

continue the same in existence. This Declaration may be amended by an instrument signed by the Owners with at least fifty-one percent (51%) of the Total Votes and the prior written approval of the Declarant, so long as it owns any portion of the Properties. Any Amendment must be properly recorded. For purposes of this Section 3, changes in the Annual Assessment or the imposition of a Special Assessment shall not be deemed an "Amendment."

Section 4. Rezoning. If, prior to December 31, 2019, any Owner wishes to rezone all or any portion of the Properties, such zoning application shall be subject to the prior written consent of Declarant.

Section 5. Fines. In addition to any other rights and remedies available for the enforcement of the provisions of this Declaration (including, without limitation, the powers of the Architectural Design Committee), the Declarant or the Association may, after delivery of notice meeting the requirements set out herein to the Owner of the Lot on which the violation is occurring, impose a fine against such Owner for each day the violation continues. The fine shall not exceed Two Hundred and No/100 Dollars (\$200.00) per day. Such fine shall constitute a lien against such Lot in the same manner as an Assessment under Article V. The notice to the Lot Owner shall state the Owner's name, the Lot number or address of the property subject to the violation, the specific violation which is occurring, a reasonable time period for correction of such violation before the imposition of a fine (which shall be determined based upon the nature of the violation, but shall be no less than three (3) days), the amount of the fine and the fact that it will be imposed daily until the violation is cured. Delivery of notice shall be sufficient if either mailed by registered or certified mail, return receipt requested or posted in a prominent location on the Lot.

Section 6. Rights Assignable. Any and all rights, powers, easements and reservations of Declarant herein contained may be assigned to any person(s), corporation(s), Declarant(s) or other legal entity(ies) which will assume the duties of Declarant pertaining to the particular rights, powers, easements and reservations assigned, and upon any such person(s), corporation(s), Declarant(s) or other legal entity(ies) evidencing his or its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant," as used herein, includes all such assignees and their heirs, successors and assigns (including, but not limited to, the Association). Any assignment or appointment made under this Section 6 shall be in recordable form and shall be recorded in the appropriate land record offices for the jurisdiction in which the Properties are located.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed under seal by authority duly given, the day and year first above written.

STEELECROFT OFFICE, LLC, a North Carolina limited liability company

By: Merrifield/Steelecroft, LLC, Manager

By: Merrifield Partners, LLC, its Manager

By: James E. Merrifield
James E. Merrifield, Manager

STATE OF NORTH CAROLINA

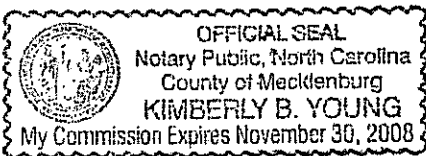
COUNTY OF MECKLENBURG

I, Kimberly Byoung, a Notary Public of the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is Manager of Merrifield Partners, LLC, a North Carolina limited liability company, Manager of Merrifield/Steelecroft, LLC, Manager of STEELECROFT OFFICE, LLC, and that by authority duly given and as the act of said limited liability company, as Manager of Merrifield Partners, LLC, Manager of Merrifield/Steelecroft, LLC, Manager of STEELECROFT OFFICE, LLC, executed the foregoing instrument on behalf of such limited liability company, by authority duly given.

I certify that James E. Merrifield personally appeared before me and acknowledged the due execution of the foregoing instrument.

March 13, 2008

Kimberly Byoung
(Official Signature of Notary)



Notary's printed name: Kimberly Byoung
Notary Public

STAMP/SEAL

My commission expires: 11/30/08

[NOTARIAL SEAL]

LIST OF EXHIBITS

EXHIBIT A - Description of the Subject Property

EXHIBIT B - Permitted Uses

EXHIBIT A
Legal Description

Being all of that certain 6.694 acre tract of land situated in Mecklenburg County, North Carolina and identified as Lots 1 – 5 on plat entitled “Steelecroft Village, Map 2” and recorded in Book 49, Page 287, Mecklenburg County Public Registry.



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

PLEASE RETAIN YELLOW TRAILER PAGE

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