

**EXHIBIT A**

**DEED RESTRICTIONS**

THE PROPERTY SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ENCUMBER THE PROPERTY AND SHALL RUN WITH TITLE TO THE PROPERTY AND SHALL INURE TO THE USE, BENEFIT AND ENJOYMENT OF EACH OWNER OF THE PROPERTY AND TO EACH OWNER OF THE RETAINED PROPERTY.

1. **Definition of "Property", "Retained Property" and "Lakefront Property"**. As used herein, the word "**Property**" shall mean all of the property conveyed by Grantors to Grantees pursuant to this deed; provided that if the conveyed property consists of more than one subdivided parcel of land, or if the property conveyed is ever subdivided into more than one parcel, then the defined term "Property" shall mean each parcel of land containing all or a portion of the property conveyed hereby and the restrictions set forth herein shall apply to each such subdivided parcel. As used herein, the term "**Retained Property**" shall mean all of the property retained by Grantors, which real property is identified as Tract [1-A or 1-B] on the plat of survey recorded in Plat Cabinet 1, Slide 260A, Plat #18, Warren County Registry, North Carolina and in Plat Cabinet 2, Slide 83, Plats 5 and 6 in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia; provided that if the Retained Property consists of more than one subdivided parcel of land, or if the Retained Property is ever subdivided into more than one parcel, then the defined term "Retained Property" shall mean each parcel of land containing all or a portion of the Retained Property. As used herein, the term "**Lakefront Property**" shall mean any portion of the Property that is located within two hundred feet (200') of any common boundary established by the mean water line (normal pool elevation) (the "Mean Water Line") of Lake Gaston (the "**Lake**") and the Property.

2. **Single Family Use**. The Lakefront Property shall be used only for detached, single-family residence purposes, together with the streets and utilities (including storm water detention and retention areas and sanitary sewer holding areas) serving such residences and related facilities, accessory improvements, buildings and structures, community improvements such as recreational facilities, and rental/sales offices. No more than one detached single-family residential dwelling may be constructed on any single lot on the Lakefront Property. All single-family residential dwellings constructed on the Lakefront Property shall be set back at least seventy-five feet (75') from the Mean Water Line (the "**Residential Setback**"). The Residential Setback is measured horizontally along the shortest line between any point of the residential structure (including attached porches, decks and other attached, structural improvements) and the Mean Water Line. The Residential Setback does not apply to docks; below ground pools; boathouses; landscaping; pedestrian walkways; single story, detached structures containing less than two hundred (200) square feet and other non-structural improvements. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Lakefront Property. In addition, no above-ground pools (except for wading pools no deeper than 2 feet tall and no wider than 10 feet in diameter) are permitted on the Lakefront Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Lakefront Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Lakefront Property as a place of

residence. The single-family residence restrictions set forth above shall not prohibit the construction of pools, community docks, tennis courts, or other recreational facilities or amenities such as are commonly constructed and maintained for the benefit of lot owners within planned unit developments; provided that such recreational facilities or amenities shall be solely for the common use of the owners of lots subdivided from the Lakefront Property.

**3. No Modular or Mobile Homes.** No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the state in which the Property is located, shall be located upon the Property.

**4. Prohibited Uses.** No part of the Property shall be used for any of the following purposes:

- a. adult entertainment;
- b. used goods store;
- c. dance hall;
- d. pool hall;
- e. game parlor;
- f. skating rink;
- g. industrial scale farming operations (including hog farming and slaughterhouses), provided agricultural farming and cultivation of the Property and the harvesting of timber on the Property shall not be prohibited;
- h. flea market;
- i. auto dealership and auto repair shops, provided auto repair shops that are a part of a fuel or gas station operation shall not be prohibited;
- j. bar, tavern, nightclub or other establishment which sells alcoholic beverages for on-premises consumption, except as a part of a restaurant operation;
- k. central laundry or dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pickup and delivery by the ultimate consumer, including nominal supporting facilities;
- l. an adult book store or establishment selling or exhibiting pornographic materials (as used herein, an "adult book store or establishment selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibit books, magazines or other publications containing any combination of photographs, drawings, or sketches of a sexual nature which are not primarily scientific, photography magazine or educational purposes, collectively, "Sex Magazines,") or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which is pornographic (provided the sale or rental of devices, machines and equipment capable of projecting, transmitting or reproducing images is not prohibited); provided, however, the foregoing shall not be deemed to prohibit the sale or rental of video tapes of adult nature so long as such sale or rental is incidental to the operation of a full line video store or full line video department within a store and provided same are not openly displayed and are access controlled;

- m. massage parlor, except that establishments offering primarily therapeutic massage services shall not be prohibited;
- n. "head shop";
- o. amusement park;
- p. carnival;
- q. bingo parlor;
- r. shooting gallery or shooting range, provided hunting on the Property or hunting club uses on the Property shall not be prohibited;
- s. off-track betting parlor or other gambling establishment or operation (which shall not include the sale of lottery tickets in accordance with applicable law and which are incidental to the operation of any other permitted use);
- t. video or game centers, amusement centers, or arcades, provided the foregoing shall not be deemed to limit or restrict pinball machines, electronic games, and other similar coin-operated amusement machines which are incidental to the operation of any other permitted use;
- u. a building designated and used solely as a warehouse operation (which shall not include "flex" space used for warehouse storage incidental to a retail or office use permitted on the same premises, or, in the case of any home improvement store or hardware store, storage incidental to a wholesale or retail operation conducted on the same premises), any manufacturing or industrial operation, any processing or rendering plant, or lumber yard (except in connection with the operation of a hardware store or home improvement store);
- v. a mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance which is incidental to the operation of any other permitted use);
- w. any use which is a public or private nuisance, or any use which creates vibrations or offensive odors, fumes, dust or vapors which are noticeable outside of any building within the Property or any noise or sound which can be heard outside of any building within the Property and which is offensive due to intermittency, beat, frequency, shrillness or loudness and disturbs the quiet use and enjoyment of the Property, provided any usual paging system shall be allowed; provided, however, expressly excluded from this prohibition is any vibration, odors, fumes, dust, vapors, noise or sound of any nature or kind associated with or arising out of the development of or construction or reconstruction, modification and maintenance of building(s) on the Property;
- x. any use which has exterior flashing lights, strobe lights, search lights, or video screens (provided interior video screens not visible from the exterior shall not be restricted);
- y. any use which involves the storage of explosives or other unusually hazardous materials (other than materials sold or used in the normal course of business operated on the Property, provided the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto);
- z. any dumping, disposing, incineration or reduction of garbage, waste, hazardous waste or hazardous substances (exclusive of garbage compactors which are screened from public view);

- aa. raising, breeding, or keeping of animals, livestock or poultry of any kind, except non-commercial equestrian livestock (horses), dogs, cats, or other usual and common household pets (which are registered, licensed and inoculated as required by law);
- bb. motorized vehicles such as motorcycles, three or four-wheel all-terrain vehicles on any hiking, walking, horse or other kinds of trails or paths within the Property. This prohibition shall not preclude the operation of tractors and other machinery necessary for the maintenance or cultivation of the Property. This prohibition shall not preclude the use of golf carts on designated trails or paths;
- cc. any structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair;
- dd. any towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property other than (i) a customary antenna, which shall not extend more than twelve (12) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than four feet (4') in diameter;
- ee. any freestanding transmission or receiving towers or any non-standard television antennae; or
- ff. any illegal use.

**5. No Claims.** No owner of the Property or the Retained Property shall have any claim or cause of action against Grantor or any other owner of the Property or the Retained Property arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

**6. No Delay.** No delay or failure on the part of Grantor or any other owner of the Property or the Retained Property to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Grantor or any other owner of the Property or the Retained Property of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

**7. Running with the Land; Rights of Enforcement.** The Property shall be held, occupied, improved, used, mortgaged, transferred, sold, leased, rented, and conveyed subject to the equitable servitudes, restrictions, covenants and conditions of these Deed Restrictions, which are for the purpose of protecting the value, use, enjoyment and desirability of the Property and the Retained Property, and which shall run with such real property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the use, benefit and enjoyment of each owner of the Property and to each owner of the Retained Property. In the event any provision of these Deed Restrictions is violated by an owner of the Property, any owner of the Property or any owner of the Retained Property shall have the right to every remedy, either public or private, available in law or equity against the applicable owner. In any legal or equitable proceedings for the enforcement of these Deed Restrictions or to restrain a breach thereof, the party or parties against whom the judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. The terms and

provisions of these Deed Restrictions shall be specifically enforceable against the owner the Property. All remedies provided under these Deed Restrictions including, without limitation, those at law or in equity, shall be cumulative and not exclusive.

**8. Modification, Amendment.** The provisions of these Deed Restrictions may be modified or amended at any time by the written consent of the owners owning sixty-seven percent (67%) of the acreage of the Property and the written consent of the owners owning sixty-seven percent (67%) of the acreage of the Retained Property. Any amendment or modification shall become effective when an instrument executed by the requisite percentage of owners consenting to such amendment or modification is recorded in the public real estate records in Warren County, North Carolina and in Mecklenburg County, Virginia, and shall only be effective upon recordation.

**9. Term.** These Deed Restrictions shall continue in full force and effect for a period of twenty-one (21) years from the date hereof and shall be automatically extended for successive periods of twenty-one (21) years unless terminated by the written consent of the owners owning fifty percent (50%) of the acreage of the Property and the written consent of the owners owning fifty percent (50%) of the acreage of the Retained Property. Any termination shall become effective when an instrument executed by the requisite percentage of owners consenting to such termination is recorded in the public real estate records in Warren County, North Carolina and in Mecklenburg County, Virginia, and shall only be effective upon recordation.