ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 (12)

PERMIT # AP 512414

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4664 -- 77 -- 4971

APPLICANT/OWNER: Nick Belk

APPLICANT ADDRESS: 11220 Elm Lane Suite 109

SITE ADDRESS: 243 Anniston Way Davidson NC 28036

PHONE: 704-567-6327

ALT. PHONE -

SITE DIRECTIONS: Mecklenburg Hwy to Presbyterian Church to Anniston

SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: Anniston

SECTION: 2 LOT # 54 LOT AREA: 1.66 AC

DESIGN FLOW: 450 L.T.A.R. .30

Septic Tank	1000	(gal)	STB	162114	Date	11	☑ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	☑ Residence	No. Bedrooms	4	Water Supply
Pump Tank	1000	(gal)	PT	162114A	Date	11	System Description:	PM-25 Reduction			☐ Business	No. Persons	8	☑ Private
Pump Make			Model		Serial #		Repair System Description:	PM-25 Reduction			☐ Other	No. Employees		☐ Public
# Nitrification Fields	1		# Lines	4	Linear Ft	400	Maintenance Agreement Required:	☐ YES	☐ NO		☐ Slab	☐ Crawl Space		☐ Community
Trench Width	36in		Trench Bottom Depth (low side)	36 max	Gravel Depth			☐ GRAVITY	☐ PRESSURE		☒ Basement w/ plumbing			☐ Basement w/o plumbing

Comments / Conditions: Easement recorded Bk 2309 Pg 1362-1367

Left from House to ST

Plastic Fold to tanks S. 6/9/22 mE

INITIAL SITE SKETCH

6/9/22 Checked ST filter & Supply line btw tanks.

OK to put filter on Site of ST to PT.

6/29/22 - Drawing checked - supply line not on correct Property

AS BUILT SKETCH

This permit is issued pursuant to Section 11 . (C) of S.L. 2018-114 using the signed and sealed LSS Evaluation by:

Michael Adams & Associates

LSS # 1252 Dated 2/25/2022

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

Easement needs to be marked Run Pumping on another offsite no lines Checked

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

☐ **IMPROVEMENT PERMIT** *with plat* valid without expiration. ☐ **IMPROVEMENT PERMIT** *with site plan* valid for 60 mos. ☒ **AUTHORIZATION TO CONSTRUCT** valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

Owner / Applicant Signature: _____ Date: _____

IMPROVEMENT PERMIT by: Benjamin A. Bell Date: 3-9-2022

AUTHORIZATION TO CONSTRUCT by: _____ Date: 4/7/22

Installed by: Alan Hoke w/ Langford Grading Date: 7/19/22

OPERATION PERMIT by: _____

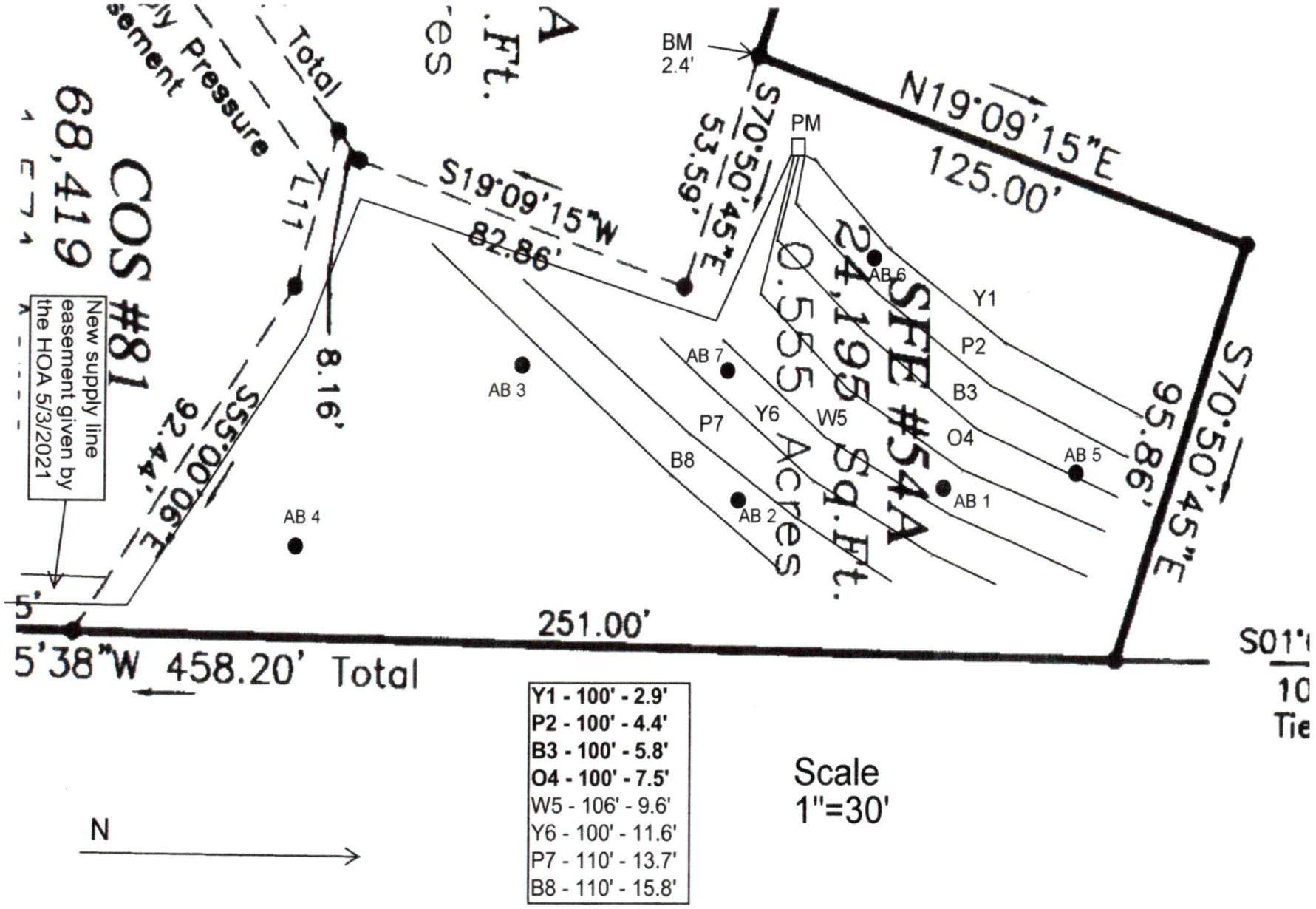
Existing System Inspected by: _____ Date: _____

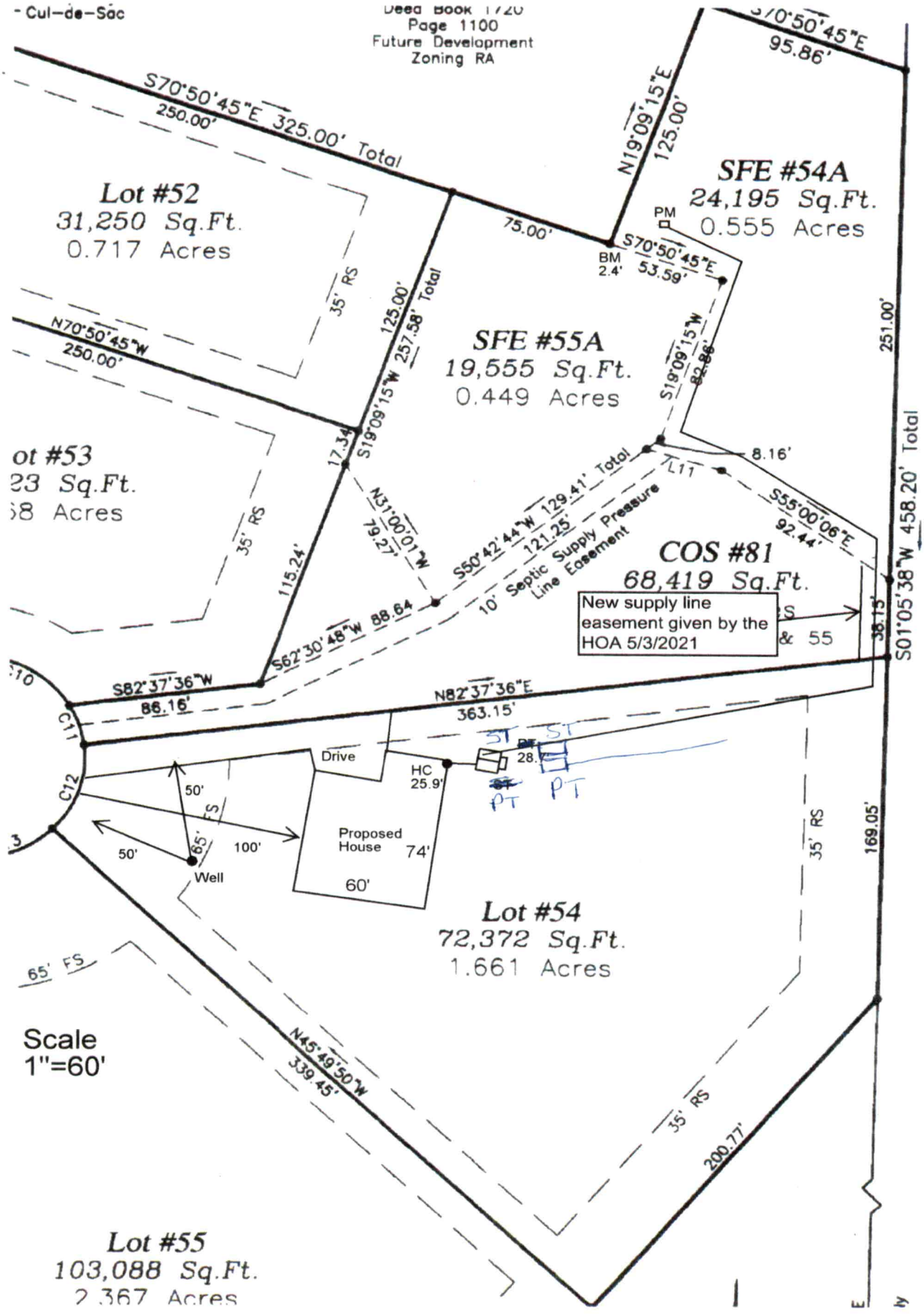
FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

Item	Date	Initials
Drain Lines Checked	6/29/22	BB
Tanks Checked	6/9/22	MD
Pressure Manifold or Valve Box Checked	7/6/22	BB
Pressure Head Set		
Electrical Checked		
Floats Set		
Alarm Checked		
Maintenance Contract Needed? Y (N)		
Comments: ST filter	6/9/22	MD
Supply line btw tanks	6/9/22	MD
supply verified	7/6/22	DW

Line location

Repairs Only	
	State Code
Failing System Code	
Type of Distribution	G or P
Type of Failure/Malfunction	
Primary Cause of Failure/Malfunction	
Age of System? _____	
Initial or Repair? _____	


BM
2.4'
PM
N19°09'15"E
125.00'
S70°50'45"E
95.86'
S70°50'45"E
53.59'
S19°09'15"W
82.86'
S55°00'00"E
92.44'
8.16'
Total
Pressure
Easement
COS #81
68,419
New supply line easement given by the HOA 5/3/2021
AB 1
AB 2
AB 3
AB 4
AB 5
AB 6
AB 7
Y1
P2
B3
O4
W5
Y6
P7
B8
SFE #54A
24,195 Sq.Ft.
0.555 Acres
251.00'
5'38"W 458.20' Total
Y1 - 100' - 2.9'
P2 - 100' - 4.4'
B3 - 100' - 5.8'
O4 - 100' - 7.5'
W5 - 106' - 9.6'
Y6 - 100' - 11.6'
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Scale
1"=30'
N


- Cul-de-Sac
Deed Book 1720
Page 1100
Future Development
Zoning RA
S70°50'45"E 95.86'
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SFE #54A
24,195 Sq.Ft.
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PM
BM
2.4'
S70°50'45"E
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75.00'
Lot #52
31,250 Sq.Ft.
0.717 Acres
35' RS
125.00'
257.58' Total
N70°50'45"W
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19,555 Sq.Ft.
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ot #53
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58 Acres
35' RS
17.34'
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8.16'
L11
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N31°00'01"W
79.27'
S50°42'44"W 129.41' Total
121.25'
10' Septic Supply Pressure Line Easement
115.24'
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S01°05'38"W 458.20' Total
38.15'
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S82°37'36"W
86.16'
N82°37'36"E
363.15'
C10
C11
C12
Drive
HC
25.9'
PT
28.2'
ST
ST
PT
PT
50'
FS
65'
100'
50'
Well
Proposed House
74'
60'
35' RS
169.05'
Lot #54
72,372 Sq.Ft.
1.661 Acres
65' FS
Scale
1"=60'
N45°49'50"W
339.45'
35' RS
200.77'
Lot #55
103,088 Sq.Ft.
2.367 Acres



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
556 Walden Trail
Weddington, NC 28173
(704) 576-3887
2/25/2022

Reference: Data Sheet for 243 Anniston Way, Anniston Lot 54
House Footprint: See attached plan
Building Setbacks: 65' front, 35' rear, 15' side
Water Source: Private well
Number of Bedrooms/Daily Flow: 4/480 GPD
Proposed LTAR: 0.3 GPD/FT^2 (SFE)
Proposed System Type (SFE): 25% Reduction
Proposed Repair System Type (SFE): 25% Reduction
Distribution: Pressure manifold
Flow per Tap: 7.11 GPM
Tap Size and Material: ½" SCH 40
System Flow: 28.44 GPM
Dosing Volume: 175 gallons
Pump Run Time: 6.2 minutes
Elevation Head: 30.8'
Friction Head: 8.9'
Pressure Head: 2'
Total Dynamic Head: 41.7'
Supply Line Length: 480' of 2" PVC
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36" maximum



Line	Design Length	Actual Length	Elevation
Yellow 1	**100'**	**106'**	**2.9'**
Pink 2	**100'**	**106'**	**4.4'**
Blue 3	**100'**	**106'**	**5.8'**
Orange 4	**100'**	**106'**	**7.5'**
White 5		106'	9.6'
Yellow 6		100'	11.6'
Pink 7		110'	13.7'
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SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: Anniston

SECTION: 2 LOT # 54 LOT AREA: 1.66 AC

DESIGN FLOW: 480 L.T.A.R.: .30

Septic Tank	1000 (gal)	STB	162114	Date	11 CR98	☑ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	
Pump Tank	1000 (gal)	PT	162144	Date	CR98	System Description:	PM-25% Reduction			
Pump Make		Model		Serial #		Repair System Description:	PM-25% Reduction			
# Nitrification Fields	1	# Lines	4	Linear Ft	400	Maintenance Agreement Required:	☐ YES	☐ NO		
Trench Width	36 in.	Trench Bottom Depth ~~(Low side)~~	36 in Max	Gravel Depth			☐ GRAVITY	☐ PRESSURE		

☒ Residence No. Bedrooms 4
☐ Business No. Persons 8
☐ Other No. Employees
☐ Slab ☐ Crawl Space
☒ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: Easement Recorded Bk 2309 Pg 1362-1367

Left from House to ST

Plastic Frato tanks. 6/9/22 mdl

6/9/22 Checked ST filter & Supply line btw tanks.

OK to put filter on side of ST to PT.

6/29/22 - Drawing checked - supply line not on correct Property

INITIAL SITE SKETCH

NLW 7.14

AS BUILT SKETCH

SPECTION CALL: 704-664-3703 between 8am-9am

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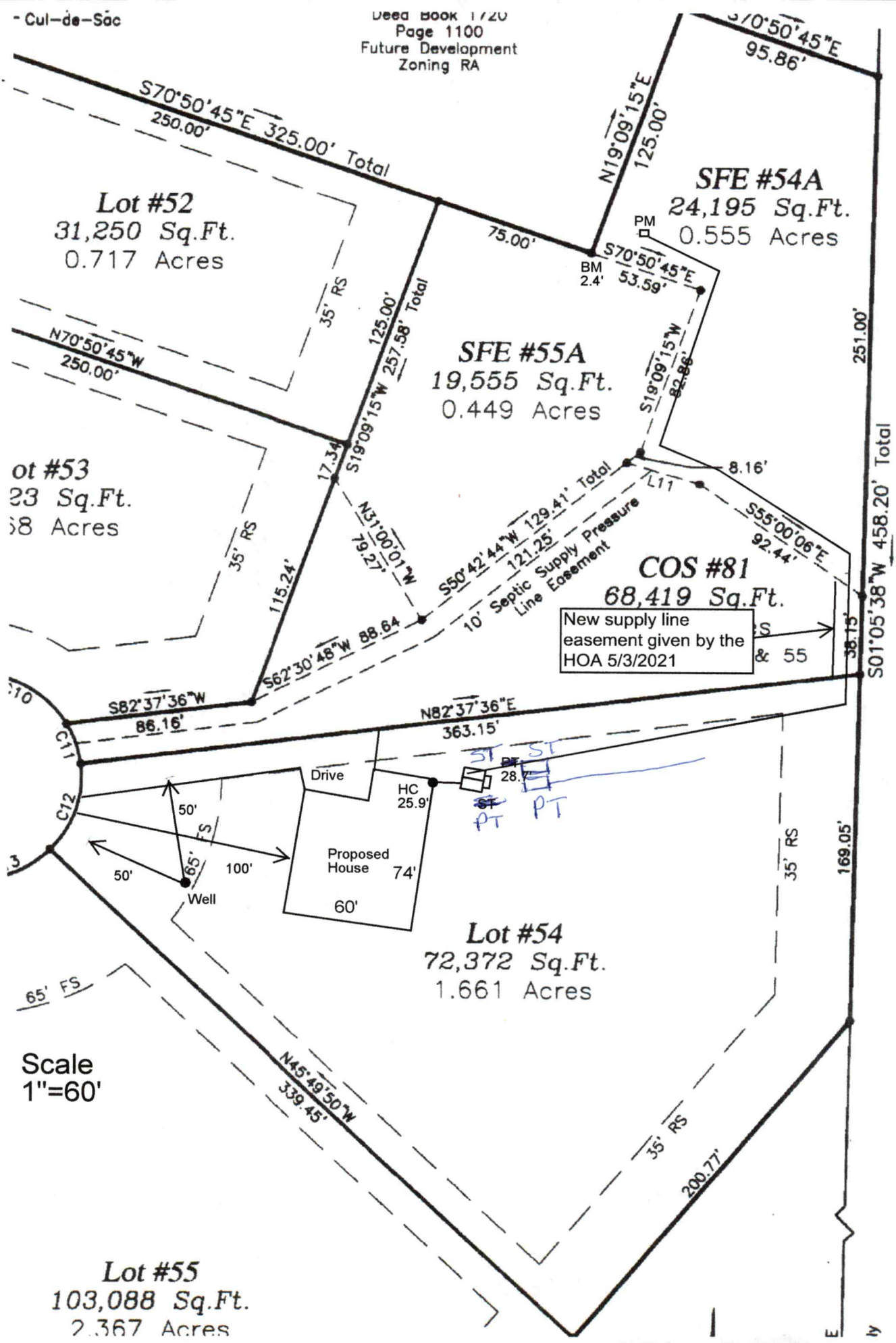
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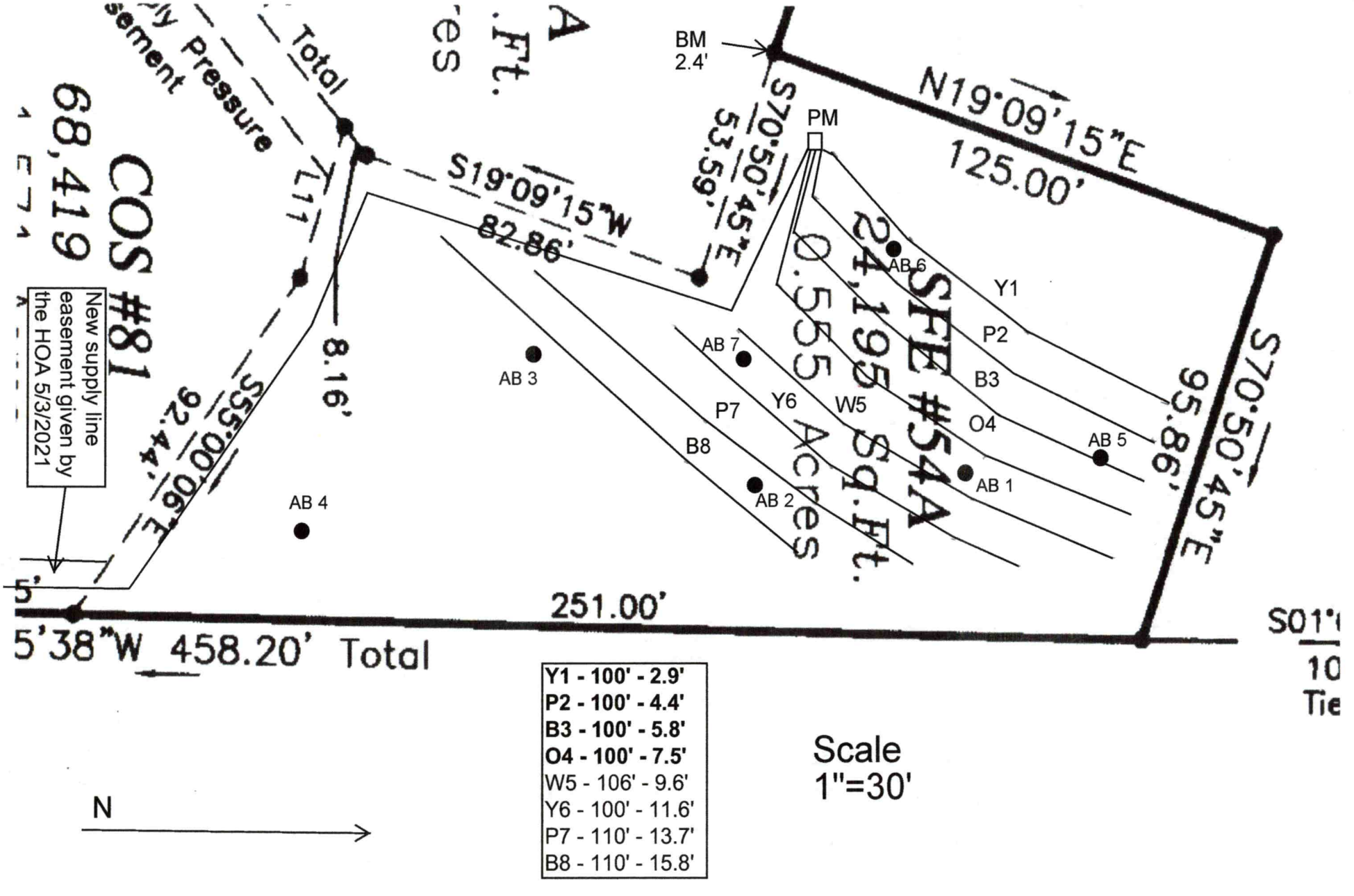
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Link 1 location

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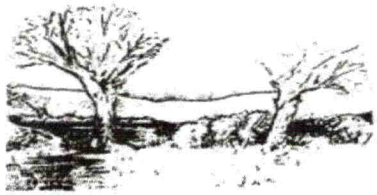
Session Law

Property:
243 Anniston Way
Davidson, NC 28036
Anniston Lot 54
PIN 4664774971

Prepared for:
Greybrook Homes

2/25/2022





MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
556 Walden Trail
Weddington, NC 28173
(704) 576-3887
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STATE OF NORTH CAROLINA INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this____ day of _____, 20____, by and between Anniston Homeowners Association, Inc (hereinafter the "Owner") and Rollans Soil & Environmental Services PA.

WHEREAS, the Owner owns the common area and by rights and easements subscribed in the Declaration of Covenants, Conditions, and Restrictions for Anniston recorded in Iredell County, Book 1617, Page 1924 and is responsible for the semi-annual inspection and seeing that lot owners maintain their individual septic lines and systems. Such ground absorption sewage treatment system (hereinafter "system") installed shall be a Type II-IV system under the rules for Sanitary Sewage collection, Treatment and Disposal found at 15A NC Admin. Code 18A 1900 et seq, and

WHEREAS, the contractor is a management entity of a type authorized to manage a Type II-IV system by 15A NC Admin code 18A 1961.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below:

1. The Contractor's Obligation. The contractor shall perform the following services on the Owner's system located in the Anniston Subdivision.
   - A. The Contractor shall inspect the system at least semi-annually.
   - B. The Contractor shall perform the maintenance procedures semi-annually in accordance with the conditions of the Operation Permit and provide a written report for the Owner and the Lot Owner.
   - C. The contractor shall report the results of its inspections to the local health department at the frequency specified in Table V (b) of 15A NC Admin code 18A 1961(b) for a Type IV system.
   - D. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.
   - E. The Contractor shall notify the Owner and lot Owner of needed repairs that are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefore at the Contractor's normal charge for services and materials.
   - F. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V (b) of 15A NC Admin code 18A 1961 (b) for a Type IV system.
   - G. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.

2. The Owner's Obligations.
   - A. The Owner shall pay to the Contractor the sum of $ 170.00 per year for each system for periodic inspections, routine maintenance procedures and periodic reports. The owner shall pay to the Contractor his normal and customary fees and any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days are subject to interest charges, which accrue from the due date until paid at a rate of 1 ½ percent per month.
   - B. Within 5 days of receipt of notice of needed repairs pursuant to paragraph 1. E. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.
   - C. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. Term.
   - A. Automatic Termination.
     This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.
   - B. Termination by Mutual Consent.
     The parties may mutually agree to terminate this Agreement by giving written notice or termination by mutual consent to the local health department ninety (90) days in advance of the date of termination.
   - C. Termination by Owner.
     The owner may terminate this agreement by giving notice to the contractor and to the local health department ninety (90) days in advance of the date of termination.
   - D. Termination by Contractor.
     - (1) The Contractor may terminate the Agreement for cause by giving written Notice of intent to terminate this Agreement to the Owner and to the local health department ninety (90) days in advance of the date of termination. Cause shall be defined as:

(a) Failure to remit payment for any invoice for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt of termination is given, but prior to the date of Termination of this Agreement , the Agreement shall continue in effect; or

(b) Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within five (5) days of receipt of notice of needed repairs pursuant to paragraph 1.E above. If said authorization to complete needed repairs or evidence of completion said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect:

(c) Failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement with cause, but may assign its rights and duties under this Agreement as provided in Paragraph 4 below.

4. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers, and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement.

6. Representations. The parties represent to each other that each has the power, authority, and legal right to enter into and perform its obligations as set forth in this Agreement.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

8. No Implied Waiver. The waiver by either Party of a default or breach by other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail , return receipt requested, postage prepaid to the Party to be notified, and addressed as follows:

To the Owner:	Anniston Homeowners Association Inc 17824 Statesville Rd, Suite 112 Cornelius, NC 28031
To the Contractor:	Rollans Soil & Environmental Services PA 470 N Broad St, Suite D Mooresville NC 28115
To the local Health Dept	Iredell Co Health Department 610 E Center Ave Mooresville NC 28115

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other Party.

10. Place of Agreement. This Agreement and any question concerning its validity, construction or performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, an amendment or modification to this Agreement must be in writing and must be signed by the Parties.

12. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

13. Additional Services: Other than routine maintenance and reporting, all additional services performed by Rollans Soil & Environmental Services, PA will be billed to the Home Owners Association at the normal billing rate, plus mileage at the current federal mileage rate.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplicate originals, one of which is to be retained by each of the Parties on the day and year first above written.

Maintenance operation contract with Rollans Soil & Environmental Services PA must run for a minimum twelve (12) month period. After twelve (12) months, contract may be terminated by thirty (30) days written notice by either party.

Anniston Homeowners Association Inc

Kris Hilstead - Agent
(Owner)

Rollans Soil & Environmental Services PA

(Contractor)

* Note: This contract will run in concert with a formal proposal (see Attached) dated February 18th 2013.

ROLLANS *Soil & Environmental Services, PA.*

PO Box 832, Mooresville, NC 28115 Phone: (704) 746-5046 Fax: (704) 278-0989

Ashley Rollans, *NC Licensed Soil Scientist, Certified Septic Installer, Certified Wastewater Operator & Certified Septic Inspector* **Contacts**: *704.746.5046*
Email: *rollans.ashley@yahoo.com*

Project #: *01-1265*
February 18th, 2013

TO: ANNISTON HOA
Attn: David Malloy
Via Email: dmmii@yahoo.com

Re: Proposal for Biannual Septic Maintenance Inspections (Type IV Systems), Annual Septic Maintenance Inspections (Type III & IIIB Systems) and Reporting for all Septic Systems with an Operations Permit in Anniston Subdivision, Davidson, NC.

As per a previous conversation regarding Maintenance of Septic Systems in Anniston Subdivision you requested a proposal (cost estimate) for work performed on a biannual and annual basis depending on system type. This estimate is for the services & reporting requirements to Local Health Department, Homeowners and HOA Management Entity. This proposal ins based on an biannual inspection period for Type IV Systems and an annual inspection period for Type III & IIIB Systems. Inspections will be scheduled for systems with Operations Permits that have received a post installation inspection (Initial System Inspection). Below are details of the proposal.

Septic Maintenance Inspections (Type III, IIIB & IV Systems)…….$170.00/System/Year

-Inspection Period for Type IV Systems is biannual and Type III & IIIB Systems is annual
-Inspection of System Components including Tanks, Alarm, Control Panel & Drainfield
-Inspection Reports mailed to Homeowners and HOA Management Entity
-Inspection Reports (required) provided to Local Health Department Annually

There are currently 76 Operational Systems in Anniston. At this point the annual cost based on the number of residences is $12,960.00, This number will increase over time based on home construction in the neighborhood and will be billed according to inspection requirements. Additionally the percentage of Type IV vs Type III & IIIB systems will change over time. Therefore the blended annual price per residence may need to be reevaluated based upon the Type of systems that receive Operations Permits over time.

Rollans Soil & Environmental Services, PA has performed the maintenance of septic system in Anniston Subdivision since it's inception and appreciates your business. Please feel free to contact us if you have any questions regarding this proposal.

Thank you

S. Ashley Rollans

Doc ID: 009000610032 Type: CRP
Recorded: 01/26/2005 at 10:25:32 AM
Fee Amt: $107.00 Page 1 of 32
Iredell County, NC
Brenda D. Bell Register of Deeds
BK 1617 PG 1924-1955

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

Anniston

Drawn by:
Cranford, Schultze & Tomchin
2813 Coltsgate Rd., Ste. 200
Charlotte, NC 28211

Mail to:
Anniston, LLC
17824 Statesville Road, Ste. 112
Cornelius, NC 28031

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secured by Lots. In addition, any mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 4. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

Section 5. Insurance. The Association shall be required to obtain and maintain to the extent obtainable, public liability insurance and officers' and directors' liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to the development, covering each member of the Board of Directors, the Managing Agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than a million dollars per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the property or any portion thereof. Such insurance shall include endorsements covering cross-liability claims of one insured against another, including the liability of the Owners as a single group to a single Owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than one million dollars per occurrence for claims for bodily injury and property damage. The Board shall obtain such other coverages as the Board shall determine from time to time desirable.

Section 6. Liability Limitations. Neither Declarant, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, Improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, Special, Special Individual Assessments and Special Septic Inspection Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance document, is deemed to covenant and agrees to pay to the Association Annual Assessments, Supplemental Annual Assessment, Special Assessments, Special Individual Assessments and Special Septic Inspection Assessments (collectively, the "Assessments"), as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot, as the case may be, against which each such assessment or charge is made. Each such assessment or charge, together with interest,

occurs on such Lot, prorated based upon the number of days remaining in such installment period. With respect to any Lot conveyed by any Owner other than Declarant, the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

(e) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all or a portion of the Common Areas and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual Assessments, as hereinafter defined. Assessments collected as reserves shall not be considered to be advance payments of Annual Assessments.

Section 5. Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area Improvements which are not originally constructed by Declarant or (ii) the reconstruction, repair or replacement of the Common Areas, including any Improvements located thereon. Provided, however, (a) Declarant shall not be obligated to pay any Special Assessments on Lots owned by Declarant except with Declarant's prior written approval, and (b) any Special Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 6. Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including any Improvements located thereon, whether occasioned by any act or omission of such Lot Owner(s), members of such Lot Owner's family or such Lot Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear; or (ii) for the purpose of maintaining, repairing or replacing the septic system; or (iii) for payment of fines, penalties or other charges imposed against any particular Lot Owner's relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Lot Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Special Septic Inspection Assessments. The cost of the Septic Inspections required under Section 25 of Article VI for each Lot for which a septic system has been installed shall be levied as a Special Septic Inspection Assessment on that Lot. The due date of the Special Septic Inspection Assessments shall be established by the Board of Directors.

Section 8. Collection Agent. At the option of the Board of Directors, any person or entity designated by the Board of Directors may act as collection agent for any and all assessments imposed by the Association and/or the Board against the Owners.

Section 9. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment (or installment thereof) not paid by its due date as set forth herein shall bear interest from such

due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Lot Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Lot Owner (or foreclose the lien against the applicable portion of the Property), and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment and assessment lien. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his or her property or the Common Areas or otherwise.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Article V and in Article VII of this Declaration shall be subordinate to the lien of any first mortgage on a Lot or any mortgage or deed of trust to **Anniston, LLC** or any affiliated entity. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure under any first Mortgage on a Lot or any mortgage or deed of trust to **Anniston, LLC** or any affiliated entity, or any proceeding in lieu thereof, however, shall extinguish the lien (but not the personal obligation of the mortgagor or any prior Lot Owner) of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special or Special Individual Assessment or a Special Septic System Assessment (as the case may be), as applicable, collectable pro rata from all Lot Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Lot Owners notwithstanding the fact that such pro rata portions may cause the Annual Assessment to be in excess of the Maximum Annual Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first Mortgage on a Lot.

Section 12. Right to Borrow: The Association shall have the right and authority to borrow funds, evidenced by one or more promissory notes, for [i] payment of Common Area maintenance subsequent to January 1, 2005, but prior to the time that assessments will cover the reasonable cost of such, and [ii] to pay the costs incurred in adding to recreational facilities or Amenities. Such loans shall be at such interest rates and upon such repayment terms as the Board of Directors (see the Association Bylaws) approves, provided the Association at a called-meeting may grant authorization that limits the authority of the Board in these matters. The Board is specifically authorized to borrow from the Declarant for payment of Common Area maintenance.

Section 13. Contribution by Declarant: Declarant agrees to contribute to the Association such funds as may be required to maintain the Common Area, to the extent that the maximum Annual Assessments are insufficient to pay the cost thereof, through the calendar year 2006.

ARTICLE VI

RESTRICTIONS

Section 1. Residential Restrictions. Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, Declarant or assigns shall have the right to use the Lots designated from time to time by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Property. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Board. Provided, however, the Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of this Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property. The Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered a business or business activity.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one attached or detached single-family

however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or Roadway) only in accordance with such rules as may be established by the Architectural Control Committee.

(f) The discharge of firearms is strictly prohibited within the property.

Section 24. Sewage Disposal; Including Wells and Septic Easements. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All well water and all septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with, all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. Owners shall construct a well only at a site approved in writing by the Declarant, or by the Association when Declarant no longer owns a lot within the Property. Deviations on the permitted location of well sites may only be made with the written consent of Declarant or Association as the case may be because the location of a well on one Lot affects the permissible location of septic fields on that Lot and other Lots. All Owners, by purchasing property subject to this Declaration, acknowledge that any governmental permit or approval allowing for the construction and operation of a septic system or other private sewage disposal system may be limited in duration in accordance with the terms thereof, and neither Declarant, nor the Association, nor the officers, directors, members, employees, agents or affiliates of any of them, shall have any liability arising directly or indirectly out of the inability of an Owner to obtain any such permit or approval following the initial expiration thereof.

Non-exclusive Septic Field Easements are hereby established, declared and reserved by Declarant, its successors and assigns, over those portions of the Common Areas labeled "SFE" or "Septic Field Easements" on plats of the Property recorded, or to be recorded, in the Iredell County Public Registry. The Septic Field Easements are for the purpose of providing septic service, for the installation and maintenance of septic systems and for use as drainage fields over, across and under those portions of the Common Areas so labeled to and for the benefit of the Owners and the Association as is more particularly described herein. Each of the Septic Field Easements shall be an appurtenance to and run with the title to the Lot it services and for which it is reserved. The Lots which have been platted as of the recording of this Declaration and the Septic Field Easements which are an appurtenance to such Lots are set forth on Exhibit B attached hereto. Any Deed, Deed of Trust, mortgage, transfer or other conveyance of any of said Lots shall also convey the Septic Field Easement appurtenant to such Lot, even if not expressly included therein. The Owner of the Lot to which such Septic Field Easement is appurtenant may use such Easement to construct, install, excavate, dig, build, maintain, operate and remove and reinstall a septic system and related lines, equipment and apparatus in and upon the area over which such Septic Field Easement is reserved, and to clear (and to continue to clear as necessary) all trees, brush, and other plants and to remove all rocks if necessary for the proper construction, installation and maintenance of said septic system and related lines, equipment and apparatus.

In addition, Declarant for itself and Owners reserves an easement over those areas designated as Septic Supply Pressure Line Easements ("Pressure Line Easements") shown on Plats for the purpose of locating, installing, repairing and maintaining sewer lines to carry sewage to the Septic Field Easements areas from the individual Lots and for the purposes set forth herein. The sewage lines within the Pressure Line Easements shall be installed and maintained as provided in this Declaration. The Pressure Line Easements shall be appurtenant to the Lots.

Each Lot Owner shall maintain, in accordance with all rules, regulations and requirements, all portions of any septic system or other sewage disposal system located on such Lot, Septic Field Easement, Septic Supply Pressure Line Easement and Roadway: (i) in an orderly condition, clean and free from debris, including any upkeep, repair, removal and replacement of any Improvements located thereon, and (ii) in a good operating condition in compliance with any requirements imposed by the Declarant, the Association, or any governmental authority. If any septic system or other sewage disposal system located on a Lot or Septic Field Easement and any Septic Supply Pressure Line is not maintained by the applicable

Lot Owner as set forth herein, the Declarant or the Association, in its sole discretion, may enter such Lot to perform such maintenance and may levy a Special Individual Assessment upon the Lot Owner for the purpose of maintaining, repairing or replacing the Septic System or other sewage disposal system serving such Lot. In addition to the foregoing, the Association (or its designee) shall have the right to enter any Lot, Septic Field Easement or Septic Supply Pressure Line Easement from time to time for purposes of inspecting and/or maintaining any septic system or other sewage disposal system and may levy Special Septic Inspection Assessments to pay for any costs incurred in connection with any such maintenance, as more particularly described in Section 25 of this Article VI. In this regard, each Owner of a Lot (other than Declarant) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (in addition to other assessments provided for herein) Special Individual Assessments as levied in the discretion of the Association. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot effective at the time when the assessment fell due.

Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association, a non-exclusive easement burdening each Lot to which a Septic Field Easement is appurtenant for the purpose of connecting any residence(s) upon such Lot(s) to any public or private sewer line providing service accessible to such Lot, including access across such Lot and the right to install any pipes and apparatus as may be necessary to connect any such residences) to such sewer line (the "Septic Supply Pressure Line Easement"). By reserving the Septic Supply Pressure Line Easement, Declarant has not obligated itself, its successors or assigns, or the Association, to connect any public or private sewer line to the above-described Lots and the exercise of such rights under the Septic Supply Pressure Line Easement shall be at the sole discretion of Declarant, its successors or assigns, or the Association, as the case may be.

Section 25. Septic System Inspection and Septic Inspection and Repair Easement. The Association shall cause all private Septic Systems located within the Property to be inspected no less than every six (6) months. Such inspections shall be conducted in order to confirm that each such system is properly functioning and is generally in compliance with any applicable laws, ordinances or governmental regulations. If an inspection reveals that a Septic System is not functioning properly, or is otherwise not in compliance with any applicable law, ordinance or regulations, the inspector shall notify the Owner, the Association and any other party or agency as required by law. The Owner shall be responsible for immediately repairing the Septic System at such Owner's sole cost and expense and providing the Association, within thirty (30) days, with proof of such repair. The Association shall be authorized to notify any applicable governmental or regulatory agencies or officials of the malfunctioning or noncompliance of any Septic System located within the Property.

The foregoing notwithstanding, neither Declarant, the Association, nor its directors, officers, agents or employees shall be responsible for damages or otherwise to anyone by reason of mistake of judgment, omission, negligence or nonfeasance arising out of the inspection services performed pursuant to this Declaration including, without limitation, any damages to any Lot or property by reason of the failure to inspect or the failure of such inspections to detect any malfunction, damage or noncompliance with law.

Declarant hereby reserves a non-exclusive perpetual easement over all property within the Property for the purposes of conducting the Septic System inspections and repairing and/or replacing the Septic System if an Owner fails to repair or replace the Septic System within thirty (30) days of notification by the Association. The Board of Directors shall have the right to levy a Special Individual Assessment against such Lot Owner pursuant to Section 6 of Article V hereof to recover the costs and expenses incurred by the Association in maintaining, repairing or replacing the Lot Owner's Septic System.

Section 26. Encroachment Agreement with the North Carolina Department of Transportation. The pipes, which are a part of the Septic System, transporting the sewage from the Lots to the Septic Field Easements will be or have been constructed within the rights-of-way of the Roadways which will be dedicated for public maintenance by the North Carolina Department of Transportation or

other governmental entity. Prior to such acceptance for public maintenance, the North Carolina Department of Transportation will require all Lot Owners to execute an Encroachment Agreement to allow the Association, Declarant and/or a Lot Owner to have the right to construct, install, excavate, dig, building, maintain, operate, remove and reinstall septic lines, pipes and related equipment and apparatus within and upon the road rights-of-way adjacent to the Lots. Upon the request of the Association or Declarant, each Lot Owner, by acceptance of a deed of a Lot in the Property, agrees to execute any such Encroachment Agreement required by the North Carolina Department of Transportation or other governmental entity. In the event a Lot Owner does not execute the requested Encroachment Agreement, the North Carolina Department of Transportation will not accept the Roadways for dedication and will not maintain the Roadways as public roads and therefore, the Declarant will be required to continue to maintain the Roadways. Provided, however, that the Association shall have the power and right to levy a Special Individual Assessment as provided in Section 6 of Article V against any Lot Owner(s) who has failed to execute an Encroachment Agreement, thereby resulting in the failure of the North Carolina Department of Transportation to accept the Roadways for maintenance, in the amount of any required expenditures incurred by the Declarant in maintaining the Roadways. The failure of the North Carolina Department of Transportation to accept the Roadways for maintenance may also prevent school buses from using the Roadways.

Section 27. Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's property. No Lot shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within any Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Property. There shall not be maintained on any Lot any plants or animals or device or thing of any sort whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling unit or any unimproved Lot unless required by law.

Section 28. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed dwelling units or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. All construction must be completed within one (1) year after the date upon which it commenced, unless a longer time is approved by the Architectural Control Committee. Any damage to the Roadways, curbs or any part of any Common Area, or any utility system caused by an Owner or Owner's builder or such builder's subcontractors on any portion of the Property shall be diligently repaired by the Lot Owner. The Lot Owner shall keep such portion of the Property free of unsightly construction debris, and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. The Board may levy a Special Individual Assessment against an Owner's property in the Property to pay for the cost of repairing any damage to Roadways, curbs or any part of any Roadway, Common Area, or utility system, to pay for the cost of cleaning public and private areas, including the Roadways in the Property, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or such builder's subcontractors during the construction of Improvements.

Section 29. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner (including, without limitation, applicable zoning laws, rules, regulations and ordinances).