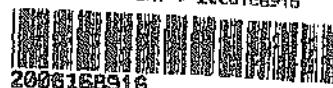


FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2006 AUG 10 03:23 PM  
BK: 20910 PG: 159-167 FEE: \$35.00

INSTRUMENT # 2006168916



2006168916

STATE OF NORTH CAROLINA

**SUPPLEMENT AND AMENDMENT  
TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SKYBROOK**

COUNTY OF MECKLENBURG

**THIS SUPPLEMENT AND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SKYBROOK (the "Supplement and Amendment")** is made effective this 16 day of August, 2006, by MVC, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant" and is also executed by SKYBROOK LLC, a North Carolina limited liability company, hereinafter referred to as "Owner" for the purposes set forth below.

WHEREAS, Declarant has heretofore imposed a Master Declaration of Covenants, Conditions and Restrictions of Skybrook dated September 9, 1999, recorded in Book 10530, Page 272 in the Office of the Mecklenburg County Register of Deeds, (the "Register of Deeds") and re-recorded in Book 10885 at page 412 of the Register of Deeds, as supplemented by supplements and amended by amendments previously recorded in the Register of Deeds (as supplemented and amended, the "Master Declaration") regarding a master planned community known as "Skybrook" (all capitalized terms not otherwise defined in this Supplement and Amendment shall have the same meaning as in the Master Declaration); and

WHEREAS, the property currently subject to and affected by the Master Declaration is more particularly described in the Master Declaration, as so-supplemented (the "Property");

WHEREAS, in accordance with Article VII, Section 2 of the Master Declaration, Declarant may cause additional land (the "Additional Land") to be made subject to the terms and scheme of the Master Declaration by filing a supplement in the Office of the Mecklenburg County Register of Deeds (the "Register of Deeds") containing a description of said Additional Land; and

WHEREAS, in accordance with Article VIII, Section 10 of the Master Declaration, Declarant may establish appropriate specific additional covenants for the development and use of lots within Skybrook; and

DRAWN BY AND MAIL TO:  
Pace/Dowd Properties, Ltd.  
6719C Fairview Road, Charlotte, NC 28210

Skybrook-Phase 10

2440002.01  
LB: CHARLOTTE

WHEREAS, the property on Exhibit A attached hereto and made a part hereof (the "Skybrook Phase 10 Property") is a part of the Additional Land described in the Master Declaration; and

WHEREAS, the Declarant desires to incorporate the aforesaid Skybrook Phase 10 Property within the Property subject to the Master Declaration and to amend the Master Declaration by adding additional restrictions to the lots that are part of the Skybrook Phase 10 Property (said lots being referred to herein as the "Phase 10 Lots").

WHEREAS, Owner is the current owner of fee simple title to the Skybrook Phase 10 Property and joins in this Supplement and Amendment for the purpose of consenting to the annexation of the Skybrook Phase 10 Property to Property and to the subjecting of the Skybrook Phase 10 Property to the terms of the Master Declaration as amended herein;

NOW, THEREFORE, pursuant to Article VII, Section 2 of the Master Declaration, Declarant and Owner, by this Supplement and Amendment, do hereby supplement and amend the Master Declaration as follows:

1. Annexation. Declarant hereby declares and Owner hereby consents to annex Skybrook Phase 10 Property to the Property which is subject to the Master Declaration, to the end that the Skybrook Phase 10 Property is and shall hereafter be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Master Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration (as same has been and may further be amended or supplemented from time to time), all of which shall run with the title to the Skybrook Phase 10 Property and be binding upon all parties owning any right, title or interest in and to such Skybrook Phase 10 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Each Phase 10 Lot is hereby designated as a "Lot" in the Master Declaration.

2. Common Area. Declarant and Owner do hereby acknowledge and agree that any designations as "rural open space," "open space," "park open space," or "COS" or similar designation in each map or plat recorded regarding the Skybrook Phase 10 Property, are hereby designated as a Common Area under the Master Declaration.

3. Assessments. Declarant hereby declares that the annual assessment under the Master Declaration for the Phase 10 Lots to be located upon the Phase 10 Property shall be the same as for Assessment Class 2 as provided for in Section 8 of Article V of the Master Declaration; provided, however that the Association shall have no responsibility for the exterior maintenance of the townhomes located on the Phase 10 Property; the only maintenance obligations of the Association are those set forth in this Supplement and Amendment.

4. Amendment. Declarant hereby amends the Master Declaration to add the following Article X thereto:

## ARTICLE X

### ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO SKYBROOK PHASE 10 LOTS PHASE 10

Section 1. Submission. In addition to the other provisions of the Master Declaration, the Phase 10 Lots shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the additional limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in this Article X, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Phase 10 Lots and (ii) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Phase 10 Lots. All of the additional limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Phase 10 Lots, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Phase 10 Lots, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Association, its successors and assigns.

Section 2. Maintenance of Public Alleys, Lawns and Landscaping. The Association shall maintain the private driveways as shown on the map(s) to be recorded regarding the Skybrook Phase 10 Property as "public alleys" (the "Public Alleys") and grassed areas (the "Lawns") located on the Phase 10 Lots. The costs of such maintenance shall be paid from the Additional Annual Assessments paid by the Owners of such Phase 10 Lot as provided in Section 3 below. Such maintenance shall be limited to resurfacing the public alleys and mowing, fertilizing, edging, weeding, and mulching the lawns with such frequency as the Association shall reasonably determine is necessary to provide such Public Alleys and Lawns with an appearance consistent with a first class residential subdivision. In the event that an Owner of any Phase 10 Lot shall erect a fence enclosing any portion of the Lawns of such Phase 10 Lot (such fence to be allowed only if permitted under the terms of this Master Declaration), then the Owner shall be obligated for (and the Association no longer shall be obligated for) the maintenance of the portion of the Lawns enclosed within such fenced areas. Owners are not permitted to install, maintain, or erect anything on the landscape of the Phase 10 Lot that will impede or interfere with maintenance of the Lawn by the Association. Owners who wish to alter the landscape of their Phase 10 Lots must obtain written approval for the changes in writing from the Architectural Review Board as described in Article IV of the Master Declaration, prior to making them and will then have responsibility for the maintenance of those changes made. If the Owner does not maintain the changes as agreed, the Association will then remove the changes and restore the Phase 10 Lot to its original condition, all at the cost of the Phase 10 Lot Owner. The erection of a fence by an Owner of any Phase 10 Lot and the resulting release of the Association from the duty to maintain the Lawns within such fence area shall have no effect on the amount of any assessment levied on the Lot as provided in Section 3 below. The Association may discontinue the landscaping maintenance obligations described in this Section 2 with respect

to the Phase 10 Lots only upon the written consent of Owners holding three fourths (3/4) of the votes of the Owners of all of the Phase 10 Lots and, for so long as Declarant owns any portion of the Property, the written consent of Declarant.

Section 3. Additional Annual Assessments for Public Alleys and Landscaping Maintenance. Every Owner of a Phase 10 Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association an additional annual assessment to pay for the cost of providing the Public Alleys maintenance and Lawn services described in Section 2 to such Phase 10 Lots. The Association shall have all rights and remedies against an Owner of a Phase 10 Lot for non-payment of such additional annual assessments as it does for non-payment of regular annual assessments.

Section 4. Parking. An Owner shall not park on any portion of the Skybrook Phase 10 Common Area of the streets within the Property. The designated parking spaces within the streets within the Property are for the use of visitors of the Owners only. Such visitors' right to park within the designated parking spaces is subject to the consent of the Association, which consent may be withheld in its sole and absolute discretion.

Section 5. Additional Restrictions Applicable to the Phase 10 Lots. The following restrictions are hereby imposed against the Phase 10 Lots, in addition to the other restrictions set forth in this Master Declaration.

- a. No swing sets, basketball goals, trampolines, or any other play structures are permitted anywhere on the Phase 10 Lots.
- b. No dog pens, dog houses, or dog runs are permitted anywhere on the Phase 10 Lots. Pets must be on a leash and restrained at all times, in addition to the other requirements set forth herein with respect to pets.
- c. All exterior changes for improvements on the Phase 10 Lots must be approved in writing by the Architectural Review Board. All exterior colors must conform to the original scheme designed by the builder (the "Builder") who originally constructed the home. Shutters and doors must complement the exterior color scheme, and maintain the original colors intended by the Builder. When submitting a request for a color change, color chips or siding samples should be attached to the standard architectural approval request form.
- d. Any exterior lighting or ground landscaping lights must be approved in writing by the Architectural Review Board prior to being installed. Holiday decorative lights are pre-approved from Thanksgiving through January 15. Seasonal decorations are approved two weeks prior to the event until two weeks after the event.
- e. Utility buildings and/or storage sheds are not permitted on the Phase 10 Lots.
- f. Storm doors are permitted provided that prior approval is requested in writing from the Architectural Review Board using the standard form for approval request promulgated by the Board of Directors or such Committee for such purpose. Storm doors must be full-view glass or glass/screen and must match the existing facade color scheme.

Door hardware must also match the existing hardware (brass handle for brass lights, etc.).  
Examples of pre-approved doors are:

- Lowe's Larson Model #550-27/48/50
- Home Depot's Larson Model #HD-3000 Brass, 259-GB Classic View Groove Border or Forever Model #HD-12000 Self-Storing.

g. No window air-conditioner or window fan may be installed in any window of any building located on any Phase 10 Lot, nor shall any air-conditioner, window fan, or other apparatus for heating or cooling be installed on any building located on any Phase 10 Lot so that the same protrudes through any exterior wall of such building.

h. The Architectural Review Board must approve window boxes and planters, and the following restrictions apply:

- Such window boxes and planter must be of a color and material complementary to the residence exterior and shall be maintained in a neat and attractive manner.
- Statues and figurine planters are not permitted in the front yard.
- Dead and diseased plants and all weeds shall be promptly removed.

5. Agree as follows:

General Terms. All capitalized terms not otherwise defined in this Supplement and Amendment shall have the same meanings as in the Master Declaration. All covenants, conditions, restrictions, and easements established by and contained in the Master Declaration shall remain in full force and effect, as amended hereby.