

EXHIBIT "C"
TO
SUPPLEMENTED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WOODLANDS CREEK

AMENDED AND RESTATED
BYLAWS
OF
WOODLANDS CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is WOODLANDS CREEK HOMEOWNERS ASSOCIATION, INC., (the "Association"). The principal office of the Association shall be located at Monroe, North Carolina 28110, or at such other place as the Board of Directors may deem convenient or the affairs of the Association may require, provided that meetings of members and directors may be held at such place and location in the State of North Carolina as may be agreed upon by the majority of the Board of Directors.

ARTICLE II
Definitions

1. "Association" shall mean WOODLANDS CREEK HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.
2. "Common Area(s)" shall have the same meaning as contained in the Declaration.
3. "Declaration" shall mean the Supplemented, Amended and Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties as recorded in the Office of the Register of Deeds for Union County, North Carolina.
4. "Developer" shall mean Secrest-Price, L.L.C. having a principal place of business in Monroe, North Carolina, its successors and assigns.
5. "Lot" shall have the same meaning as contained in the Declaration.
6. "Owner" shall have the same meaning as contained in the Declaration.
7. "Properties" shall mean any and all of that certain real property now or which may hereafter be made subject to the Declaration as part of the subdivision being developed by Developer in the Union County, North Carolina, which subdivision is and shall be commonly known as Woodlands Creek.

ARTICLE III
Membership

Section 1. Every person or entity who is the Owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more Lots under a contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership pertaining to voting power arising therefrom shall be exercised only as stipulated in Article V herein below.

Section 2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association for a period of thirty (30) days or longer and after the member is given notice and an opportunity to be heard, the voting rights and right to the use of the Recreational Areas or any other facilities which the Association may provide may be suspended by the Board of Directors or its authorized designee until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors after the member is given notice and an opportunity to be heard, such member's voting and use rights may be suspended by the Board or its authorized designee as provided in the Declaration.

Section 3. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each member's Lot as specified in the Declaration, these Bylaws, or as the members of the Association may from time to time hereafter adopt.

ARTICLE IV Meetings of Members

Section 1. The first annual meeting of the members shall be held within three (3) months following the filing of the Articles of Incorporation for the Association, the exact date, time and place of which shall be determined at the election of Developer, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of the votes of each class of membership of the Association.

Section 3. Written notice of meetings stating the time and place of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days no more than sixty (60) days before the date of the meeting, either by hand delivery or by mail, by or at the direction of the President, the Secretary or the person authorized to call the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mails addressed to the member at his address as it appears on the records of the Association with the postage thereon prepaid.

Section 4. The presence in person or by proxy at the beginning of a meeting of members entitled to vote, ten percent (10%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. A majority of the votes entitled to be cast by the members present in person or represented by proxy at such meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power by affirmative vote of a majority of those present in person or by proxy to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented; provided, however, that when a meeting is adjourned for more than 45 days from the date set forth in the original notice of meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. The quorum requirement at the adjourned meeting shall be one-half (1/2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. The quorum requirement shall continue to reduce by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot within the Properties,

ARTICLE V
Voting and Voting Rights

Section 1. The voting rights of the membership shall be appurtenant to the ownership of the Lot and shall otherwise be as set forth in the Declaration.

A. Any member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such member shall not be entitled to vote until payment of all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, has been made.

B. Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the member of his Lot. A corporate member's vote shall be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

C. Voting on all matters (except the election of directors, which shall be by written ballot) shall be by voice vote or by show of hands unless a majority of the members of each class of membership present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE VI
Property Rights

Section 1. Each member of the Association shall be entitled to the use and enjoyment of the Common Areas subject to the provisions of the Declaration.

Section 2. Each member of the Association shall have such an interest in the Association as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes in the Association. Said number may change from time to time as additional property is subjected to the Restrictions and these Bylaws.

ARTICLE VII
Maintenance Charges

Section 1. By the Declaration each member is deemed to covenant to pay to the Association: (1) Annual Assessments or other periodic charges, (2) Special Assessments as approved by the members, and (3) Capitalization Fees, if applicable. The Annual Assessments and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall, to the extent permitted by law, be a continuing lien upon the property against which each such assessment is made to secure the payment of said assessments due and to become due. Each such assessment, together with such interest, costs and reasonable attorneys' fees as defined in N.C.G.S. §47F-1-103(26), shall also be the personal obligation of the person which was the Owner of such property at the time when the assessments fell due and shall not pass to the successors in title unless expressly assumed by them, which assumption shall not, however, relieve Owner of his personal obligation in event of nonpayment.

Section 2. The assessments paid to the Association shall be used exclusively for the purpose of establishing and maintaining a fund which will be used to promote the recreation, health, safety, and welfare of the Association and in particular to pay for the expense of maintaining the Common Areas and other facilities related to the use and enjoyment thereof. By way of illustration, but without limitation, the fund may be used for the following: beautifying, maintaining and operating such greenways, playgrounds, parks and recreational areas as the Board of Directors deems appropriate; for doing anything reasonably necessary or desirable in the opinion of the Board of Directors of the Association to keep the Common Areas neat and in good order and condition; and to provide such other common community services as the members of the Association shall decide are necessary or useful for the benefit of the members of the Association. Nothing herein shall limit the use of assessments for any other lawful purpose or power of the association as set forth in N.C.G.S. §47F-3-102.

Section 3. The Annual Assessments shall be determined as provided in the Declaration.

Section 4. In addition to the assessments authorized above, the Association may levy at any time a Special Assessment as provided in the Declaration.

Section 5. The establishment of Annual and Special Assessments, the date of commencement of Annual Assessments, and other matters relating to Assessments and Capitalization Fees are set forth in the Declaration and are incorporated herein by reference.

ARTICLE VIII Board of Directors

Section 1. The business and affairs of this Association shall be managed by a Board of Directors. At the inception of the Association, the Board shall consist of the members named in the Articles of Incorporation, and after the first annual meeting the number of directors shall be no less than one (1) nor more than five (5).

The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of three-fourths (3/4) of all Lot Owners. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualified. Each such director shall serve for a one-year term. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

Section 2. The first Board of Directors named in the Articles of Incorporation of the corporation shall serve from the date of the Declaration until their successors are duly elected and have qualified. Only thereafter, directors shall be elected by ballot at the annual meeting of the members. Each director shall hold office until his death, resignation, removal, disqualification, or his successor is elected or appointed and qualified. Any vacancy may be filled at any time by a majority of the remaining directors, though less than a quorum, but a vacancy created by an increase in the authorized number of directors shall be filled only by election at an annual meeting or at a special meeting of members called for that purpose.

Section 3. The directors shall act only as a board, and the individual directors shall have no power as such. A majority of the directors for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of directors present at any time at which there is a quorum shall be the act of the Board of Directors.

Section 4. The Board of Directors may, by resolution adopted by a majority thereof, designate one or more executive committees, each executive committee to include not less than one (1) director as members thereof which executive committees to the extent provided in said resolution, may have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association. The Board of Directors may designate such other committees which it may deem necessary and advisable in the efficient operation of the project. These committees may be appointed by the Board from those Lot Owners who are Lot Owners but not directors, to serve in such capacity as the directors may specify.

Section 5. The Board of Directors shall meet for the transaction of business at such time and place as may be designated from time to time by resolution of the Board. Regular meetings of the Board may be held without notice. Special meetings of the Board of Directors may be called by the President or by any two (2) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. The Board of Directors may from time to time determine the order of business at its meetings. At all meetings of the Board, the President, or in his absence, the Chairman chosen by the directors present, shall preside.

Section 7. The Board of Directors, after the close of the fiscal year, shall submit to the members of the Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Subsequent to their election by members, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 9. No director shall receive compensation for any service he may render to the Association, provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and other facilities provided for the common use and benefit of Association members, and to establish penalties for the misuse thereof,
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; provided that the Common Area may not be mortgaged or conveyed without the consent of at least two-thirds of the members, excluding the Developer.
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) enter into agreements with third parties in order to facilitate efficient operation of the Common Areas. It shall be the primary purpose of such agreements to provide for the administration, maintenance and repair, and operation of the Common Areas. The terms of said agreements shall be as determined by the Board of Directors to be in the best interest of the Association and the Owners;
- (e) employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe their duties, to carry out and accomplish the purposes of the Association;
- (f) open bank accounts on behalf of the Association and designate signatories required therefor.
- (g) formally create additional Committees to assist the Board in the execution of any lawful activity for any legal purpose.

Section 2. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members of the Association;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) fix the amount of the annual or special assessments against each Lot as provided in the Declaration and send written notice of each assessment to every Association member at least thirty (30) days in advance of each annual or special assessment due date, subject, however, as to special assessments, the assent of the membership as hereinabove provided;

(d) issue, or cause an appropriate officer to issue, upon demand, by any person, a receipt setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates and such certificates, if issued, shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(e) cause the Common Areas to be maintained; and

(f) obtain insurance for the Property, pursuant to the provisions of the Declaration.

All of these duties may be delegated by the Board of Directors to a bonded professional management company in the sole discretion of the Board of Directors, with the exception of that duty set forth in Subsection (c) above. All management contracts must be terminable without liability upon ninety (90) days written notice by either party.

ARTICLE X Officers and Their Duties

Section 1. The officers of this Association shall be a President and one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as the Board may from time to time deem necessary. Any two or more offices may be held by the same person, but no individual may act in more than one capacity where action of two or more officers is required.

Section 2. The officers of the Association shall be elected or appointed annually by the Board of Directors, and each shall hold office for one (1) year unless he shall sooner die, resign, or be removed, or otherwise disqualified to serve. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 3. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. A vacancy in any office may be filled in the manner prescribed for regular election or appointment. The officer elected or appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the corporation and shall perform such other duties as from time to time may be assigned to him by the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, promissory notes, deeds and other such similar documents; and shall, in general, perform all duties incident to the office of President. The President shall execute all amendments to the Declaration of Covenants, Conditions and By-Laws on behalf of the association.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board. The Secretary shall also prepare, certify, and record all amendments to the Declaration of Covenants, Conditions, and By-Laws on behalf of the association.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual accounting of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI

Indemnification of Officers and Directors

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the Association, except this indemnification shall not operate with respect to a director or officer or person who has been adjudged in any action, suit, or proceeding guilty of willful and intentional misconduct in the performance of his duties to the Association. Provided, however, that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The Association shall likewise indemnify any bonded professional management company for any of the above-mentioned expenses, when such expenses are incurred in the course of duties delegated by the Board of Directors,

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, bylaw, agreement, vote of Association members or otherwise. In the event of death of the officer or director, the provisions hereof shall extend to his legal heirs, representative, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this Bylaw.

The invalidity or unenforceability of any provision of this Bylaw shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XII
Corporate Seal

A corporate seal shall have engraved thereon the following:

WOODLANDS CREEK HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation
S E A L
North Carolina

It shall remain in the custody of the Secretary and shall be by him affixed to all documents requiring the corporate seal for complete execution. An impression of the corporate seal is directed to be affixed to these Bylaws.

ARTICLE XIII
Books and Records

The books, records and papers of the Association as defined in 55A-16-01(e) shall at all times be subject to inspection by any Member during reasonable business hours subsequent to the requirements set forth by 55A-16-02. Members making such requests shall bear any and all expenses including reasonable hourly rates of Agent. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member of the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV
Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV
Notice

Any notice required to be given by these Bylaws may be waived by the Person entitled thereto before or after the time stated therein. Unless otherwise provided, whenever a notice shall be required by these Bylaws, such notice shall be given in writing, and addressed to the person entitled thereto at his address as the same appears on the books of the Association, the time when such notice is mailed being deemed the time of the giving of such notice.

ARTICLE XVI
Amendments

These Bylaws and the Articles of Incorporation may be amended only at a regular or special meeting of the members by a vote of at least sixty-seven percent (67%) of the members present in person or by proxy. Provided, however, the provisions of Article IV, Section 1, Article VIII, Sections 1 and 2, and this Article XVI may not be amended without the consent in writing of Developer so long as Developer shall be the Owner of one or more Lots. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. For so long as there are Class B members, any amendments to the by-laws shall be subject to the right of the Department of Housing and Urban Development or Veterans Administration to veto said amendments.

ARTICLE XVII
Committees

An Architectural Committee, first appointed by the Developer, to undertake the responsibilities set forth in the Declaration concerning the approval of plans, site approval and other matters set forth in the Declaration, shall be appointed in the manner provided in the

Declaration. At any meeting of members, other committees may be established for purposes consistent with the Declaration and these Bylaws.

ARTICLE XVIII

Assets: Purpose

No part of the income of the Association shall inure to the benefit of any officer, director or member of the Association; and upon the dissolution of the Association, the assets thereof shall, after all its liabilities and obligations have been discharged or adequate provisions made therefor, be distributed or conveyed to any association or associations organized for purposes similar to that of the Association, or to a government entity for maintenance.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of Woodlands Creek Homeowners Association, Inc., a North Carolina Nonprofit Corporation, and

THAT, the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted and amended at a special meeting of the members of the Association, held on the _____ day of _____, 2014, by a vote of at least sixty-seven percent (67%) of the members present in person or by proxy.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this _____ day of _____, 2014.

_____, Secretary

EXHIBIT "D"
TO
SUPPLEMENTED, AMENDED, AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WOODLANDS CREEK

ARCHITECTURAL PLANNING CRITERIA

Developer has adopted the following Architectural Planning Criteria to be used and followed by the Architectural Review Board:

1. Building Type. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling having an attached enclosed garage for not less than two (2) cars. Driveways must accommodate four (4) cars.

All dwellings shall be subject to the following requirements for the minimum enclosed heated living area:

Minimum 1600 sq. ft. for any one dwelling. An average of 1800 sq. ft. or greater per dwelling must be achieved for the Woodlands Creek Subdivision consisting of 117 lots.

The minimum ground floor area herein above referred to shall not include basements, garages, unheated storage areas or porches of any type.

2. Separate and Apart Structure. *Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling. In no event shall such separate and apart structure be approved by ARB or built unless same (i) is built upon a lot having a minimum of 10,000 square feet of area, or more, and is built of the same materials and architectural styling as the dwelling and (ii) has a minimum ground floor area of 100 square feet and a maximum ground floor area of 150 square feet. Permission to build such separate and apart structure shall not waive or eliminate the requirement to build an attached enclosed garage. (Do we want to allow storage buildings at all?)*

3. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. Prior to and During Construction. Prior to and during construction, the following conditions must be met.

(a) Silt fences must be installed and maintained wherever necessary and determined by the ARB at the time of plan approval.

(b) A temporary drive with five (5) inches of number five (#5) crushed stone base must be provided from the paved street to the site of the actual dwelling construction. This includes the area between the sidewalk and the curb. Existing sidewalks are not to be covered with crushed stone or gravel. No exceptions. Sidewalk section may be removed during construction.

(c) The gravel construction drive shall include a wash-down area for removing mud from wheels of vehicles before entering the street. If mud, from any source, is allowed to be taken into the street, the builder shall be responsible for immediately cleaning the street of such mud. Failure to comply will result in the Developer having street washed and cleaned with the invoice for same charged to the Builder and Lot Owner plus 20 %.

(d) Forklifts, cranes, or trucks shall not cross the sidewalks except at the site of the construction drive.

(e) No brick, block, stone or other building materials or appliances shall be stored on the sidewalk or on the paved street at anytime during construction.

5. Driveway Construction. All dwellings shall have a concrete paved driveway that will accomodate four (4) cars to a two-car garage.

The following is required for all driveways:

(a) All driveways must be constructed with concrete, brick or brick pavers.

(b) All driveways must be flared to the street from the point where the driveway (on the home side of the driveway) intersects with the sidewalk.

(c) Should the Curb or sidewalk be broken or damaged during construction, then the curb or sidewalk must be repaired or replaced to its original condition and acceptable to the ARB.

6. Construction and Landscape Trash, Debris, Dirt & Mud. During construction and landscaping, builder and Lot Owner shall keep all construction trash and debris in a dumpster or take other measures necessary to keep the lot free of trash and construction debris. Additionally, contiguous public and private areas, including street, curb and sidewalk must be kept free from gravel, stone, rocks, dirt, mud, trash, or other debris occasioned by construction activities. At the time of landscaping, the street, curb and sidewalk must be broom swept before landscape contractor leaves the job.

7. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the color scheme of and for Woodlands Creek.

8. Roofs. Flat roofs shall not be permitted. No built-up roofs shall be permitted. Roofs of the dwelling shall have a pitch of 6 to 12 or greater and the composition of an pitched roofs shall be tile, cedar shake shingles, slate or minimum 25 year roofing approved by the ARB. Skylights and all forms of venting should not be constructed or placed on the front or side elevation or any other elevation of the Dwelling where such can be seen from the street. Any necessary venting that can be seen from the street shall be painted to match the roof color.

9. Garages. In addition to the requirements set forth in Paragraph 1 hereinabove, all garages shall be a two car garage.

10. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Exterior building materials that will be approved include: brick, stone, stucco and fiber cement. In no event will vinyl be approved. For any slab foundations, a four course brick skirt will be required. No unbroken front wall in excess of 24' will be allowed.

11. Repeat Use of Plans. No dwelling using the same house plan (whether or not reversed), elevation and color scheme shall be immediately adjacent to any house using the house plan, elevation and color scheme on the same side of street. Additionally, the same house plan (whether or not reversed), elevation and color scheme shall not be used directly across the street from a house using said house plan, elevation and color scheme.

12. Games and Play Structures. All basketball backboards and other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the dwelling constructed thereon, and any such structure must have prior approval of the ARB.

13. Fences and Walls. There shall be no fences or walls made or constructed of (i) chain link or other wire fencing materials, (ii) vinyl, or (iii) solid wood with the exception of any fencing for tennis, basketball or badminton approved by the ARB; however, a fence or wall

constructed of (a) brick columns and wood rails or (b) brick columns and ornamental metal pickets or (c) all ornamental metal fencing or (d) brick or (e) stucco or (f) hedge properly manicured, or (g) split rail may be approved by ARB. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. The location restrictions set forth above in this paragraph shall not pertain to any fencing erected within the Common Area or as part of the permanent entryway to Crismark. Except as provided for with regard to fencing for tennis, baseball, or badminton and approved by the ARB, no fence shall be any taller than four feet (4') tall. (We should provide a detail of the above examples so there is not question)

14. Landscaping and Irrigation. All homes approved by the ARB must include a landscape plan which provides a minimum of at least two (2) trees planted per front yard.

15. Swimming Pools and Tennis Courts. A swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

(a) Composition to be of material thoroughly tested and accepted by each industry for such construction.

(b) The outside edge of any pool wall may not be closer than eight (8) feet to a line extended and aligned with the side walls of the dwelling.

(c) The pool fence and/or screening must not extend closer than four (4) feet from the line aligned with the side walls of the dwelling without approval by the ARB.

(d) Pool screening may not be visible from the street in front of the dwelling without prior approval of the ARB.

(e) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

16. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling. If trash containers are required to be placed at the curb for pickup, all such containers shall be placed in an area that will not block passage on the sidewalk.

17. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees and shrubs, and encourage the Lot Owner to incorporate them in the landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

18. Window Air Conditioning or Heating Units -- Screening of Heating and Cooling Units. No window or above ground wall air conditioning or heating units shall be permitted. All heating and cooling units must be screened, from the street view, by shrubs and/or other plantings which must appear on the landscape plan submitted for approval of the ARB.

19. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when, the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, upon the request of the ARB or the Association, shall replace

the boxes or receptacles previously used for such purpose or purposes with wall receptacles attached to dwellings. (We should pick one out and provide a picture in these restrictions)

20. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

21. Utility Connections. Building connections for all utilities, including, but not limited to, water, sewer, gas, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling or other building structure in such a manner to be acceptable to the governing utility authority and the ARB.

22. ARB Reports. ARB's final signed approval or disapproval of plans and specifications shall be kept by the ARB and a signed copy given to Owner. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be indicated in writing (on the plans) to the Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.