

EXCERPTS FROM *THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LENNOX AT BRIER CREEK*, recorded 7/16/2007.

The following language places the responsibility for private road maintenance with the HOA and the HOA is currently funding the maintenance of the private roads through their capital reserve program, at the amounts recommended in a professionally prepared Reserve Analysis.

**Article XII, Part D, PRIVATE STREETS
(CODE SECTION 10-3074)**

Section 1, Private Streets. Pursuant to Code Section 10-3074 (b) and (c), all of the following are applicable to private streets in the Properties:

- (a) In no case shall the City be responsible for failing to provide any emergency or regular fire, police or other public service to any cluster unit development, unit Ownership (condominium) development, group housing development, townhouse development, or manufactured home park or to the occupants of same when such failure is due to lack of access to such areas due to inadequate design, construction or blocking of access routes, inadequate Maintenance, or any other factor within the control of the Declarant, the Association, the Owners or the occupants of the Properties.
- (b) In no case shall the City or the State of North Carolina be responsible for Maintaining any private street. Such responsibility shall rest with the Association (or applicable Sub-Association) and Owners of Lot within the Properties, in that such private streets will not be constructed to the minimum standards sufficient to allow their inclusion for public Maintenance.
- (c) The provisions of this Section shall be incorporated into all conveyances of any part or all of the Properties, which incorporation may be by reference to this Declaration; provided, however, the provisions of this Section and all other provisions of this Declaration are applicable to the portions of the Properties conveyed and the Owners thereof, whether or not any such provisions are incorporated into the conveying documents.

Article I, Section 16, "Sub-Association Common Area" shall mean and refer to the real property, together with any improvements thereon, owned by the Association, whether in fee or by easement, for the common benefit of the Owners of Lots within the Properties. Sub-Association Common Area also includes all other property and improvements, if any, required to be included as such by the Code, and all other property and improvements, if any, declared to be Sub-Association Common Area by this Declaration or by the Declarant or the Association. See also Section 1(h) of Part A of Article XII hereof. **Sub-Association Common Area shall be maintained by the Association** unless maintained by the Person owning the real property as to which the Association has only an easement or other right of use, or conveyed to or owned by another nonprofit entity formed for similar purposes, or dedicated to public use and accepted by a public agency, authority, or utility. Without limiting the generality of the foregoing, **the term Sub-Association Common Area includes specifically:** (i) any area shown on the recorded maps of the Properties as "Sub-Association Common Area," "S.A.C.A.," or "S.A.C.A./Clubhouse Area," or by similar designation (ii) **any private alley or alley easement, (iii) any private streets, private rights-of-way, and improvements thereon or therein,** but excluding the

rights-of-way of public streets, unless there are encroachments therein governed by an encroachment agreement with the City that requires maintenance by Declarant or the Association; (iv) any entrance or other monumentation or signage identifying the Subdivision; (v) Stormwater Control Measures and the area within any drainage easements and the facilities constructed therein which serve more than one Lot and are not maintained by any governmental authority, the Master Associations, or another sub-association, (vi) water and sewer lines (and the easements associated therewith) within the boundaries of the Properties which serve more than one Lot and are not located within a public utility easement or a public street right-of-way, and are not owned or maintained by the Master Associations or another sub-association. The Sub-Association Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility, the Master Associations, or another sub-association. The provisions of Article XII relating to "Common Area" shall apply to all "Sub-Association Common Area" as defined by this Declaration and the terms "Common Area" and "Sub-Association Common Area" shall be used interchangeably in this Declaration. The term shall include Limited Sub-Association Common Area as defined above.

[emphasis added]