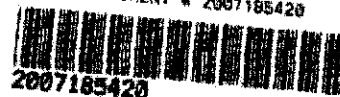


FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2007 SEP 07 11:44 AM  
BK 22700 PG 158-164 FEE \$26.00

INSTRUMENT # 2007185420



STATE OF NORTH CAROLINA

ELEVENTH SUPPLEMENTAL DECLARATION  
AND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR STONE CREEK RANCH

COUNTY OF MECKLENBURG

THIS ELEVENTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CREEK RANCH (the "Eleventh Supplemental Declaration"), is made and entered into this 7 day of September, 2007 by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as "Declarant."

The original Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch ("Original Declaration") was recorded in Book 19865 at Page 623 of the Mecklenburg County Public Registry (the "Public Registry"), and was supplemented and amended by First Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20378 at Page 108 of the Public Registry, by Second Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20489, Page 886 of the Public Registry, by Third Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20489, Page 890 of the Public Registry, by Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20699, Page 285 of the Public Registry, by Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20902, Page 968 of the Public Registry, by Sixth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 20905, Page 976 of the Public Registry, by Seventh Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 21254, Page 690 of the Public Registry, by Eighth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 22165, Page 907 of the Public Registry, by Ninth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 22172, Page 618 of the Public Registry, by Amendment to Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch [Lots 83-86] recorded in Book 22205, Page 933 of the Public Registry, by Amendment to Declaration of Covenants,

Drawn by and mail to:  
Brian P. Evans, Esq.  
Kennedy, Covington, Lobdell & Hickman, LLP  
214 N. Tryon Street, Suite 4700  
Charlotte, NC 28202  
0025293 00027

4852-3561-1905.02

Conditions and Restrictions for Stone Creek Ranch [Lots 87-92] recorded in Book 22643, Page 605 of the Public Registry, and by Tenth Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch recorded in Book 22740, Page 528 of the Public Registry, said Original Declaration, as so supplemented and amended, being incorporated herein by reference and referred to herein as the "Declaration."

The Declaration imposes certain covenants, conditions and restrictions upon that certain real property as described therein (the "Property"). Section 15.01 of the Original Declaration provides that Declarant may annex any portion of the Additional Land to the Stone Creek Ranch subdivision, and subject any portion of the Additional Land to the jurisdiction of the Association. Declarant owns that certain real property shown on that map entitled "Final Plat of Cato West Phase 1 Map 1" as recorded in Map Book 47 at Page 891 of the Public Registry (such map is hereinafter referred to as the "Eleventh Supplemental Property Map," and the real property shown on the Eleventh Supplemental Property Map is hereinafter collectively referred to as the "Eleventh Supplemental Property"). The Eleventh Supplemental Property is a portion of the Additional Land. Declarant desires to supplement the Declaration to annex the Eleventh Supplemental Property to the terms and scheme of the Declaration and to subject the Eleventh Supplemental Property to the jurisdiction of the Association.

Furthermore, Section 17.10 of the Original Declaration provides that Declarant may amend the Declaration.

NOW, THEREFORE, pursuant to Article 15 of the Original Declaration and Article 17, Section 17.10 of the Declaration, Declarant, by this Eleventh Supplemental Declaration, does hereby supplement and amend the Declaration as follows:

1. Eleventh Supplemental Property. In accordance with Article 15 of the Original Declaration, Declarant does hereby declare that the Eleventh Supplemental Property is annexed into the Stone Creek subdivision, and subjected to the jurisdiction of the Association, and shall hereafter be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration (as same may further be amended or supplemented from time to time), all of which shall run with the title to the Eleventh Supplemental Property and be binding upon all parties owning any right, title or interest in and to such Eleventh Supplemental Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Village H. The Eleventh Supplemental Property is not shown on the Product Plan attached as Exhibit C to the Original Declaration. (The Product Plan does not show all of the Additional Land, as is stated in Section 1.25 of the Original Declaration, but only a portion of the Additional Land.) Declarant does hereby amend the Declaration to establish and declare that the Eleventh Supplemental Property is located in a new "Village" of Stone Creek Ranch, hereby designated as "Village H" and to also be known as "Saddlebrook South." All provisions of the Declaration applicable to Village A (Saddlebrook) shall also be applicable to Village H, Saddlebrook South, including without limitation Section 4.10 (a) of the Original Declaration, providing that the Southern Amenity Facility is a Limited Common Area (Declarant hereby

establishing that the Southern Amenity Facility is a Limited Common Area for the benefit of only the Owners of Lots in Village A, Village F, Village G, and Village H, subject to the right of the Declarant to in the future elect to allow all Owners to use the Southern Amenity Facility, as set forth in Section 4.10 (a) of the Original Declaration), Section 6.06 of the Original Declaration, providing for certain Association maintenance of lawns and landscaping, and Section 9.16 of the Original Declaration, providing for Additional Annual Assessments for landscaping.

3. Common Area. That certain parcel shown as "COS - 12.732 AC" on the Eleventh Supplemental Property Map is hereby designated by Declarant as Common Area, subject to the rights of Declarant set forth in this Eleventh Supplemental Declaration.

4. Pond. The Eleventh Supplemental Property Map shows a "Jurisdictional Pond" (the "Pond") on the Common Area described in Paragraph 3 above. The Association shall maintain the Pond in compliance with all applicable governmental requirements. Unless and until the Board adopts Rules and Regulations allowing such uses or activities, no recreational uses of the Pond are allowed, including without limitation swimming, wading, fishing, or boating; and no Owner shall draw water from the Pond for irrigation or any other purpose. No Owner shall enter to Pond, whether from such Owner's adjoining Lot or from the Common Area. Unless and until such uses are allowed, the Pond shall be maintained solely as a passive aesthetic amenity of Stone Creek Ranch, for viewing only.

5. Mitigation and Disturbance Areas; S.W.I.M. Buffer. The Eleventh Supplemental Property Map shows an area labeled "Mitigation Area for Proposed S.W.I.M. Buffer Disturbance - 15,954 Sq. Ft." (the "Mitigation Area") and an area labeled "S.W.I.M. Buffer Disturbance - 7,944 Sq. Ft." (the "Disturbance Area") on the Common Area described in Paragraph 3 above. Declarant does hereby reserve, for its exclusive right and benefit, the right to undertake grading and other disturbance activities within the Disturbance Area, and the right to maintain, and to require the Association to maintain, the Mitigation Area undisturbed to the extent necessary to allow such activities within the Disturbance Area, all in accordance with all applicable laws. All rights and benefits accruing from keeping the Mitigation Area as undisturbed area, and allowing the disturbance of the Disturbance Area, are hereby reserved solely to Declarant, and neither the Association nor any Owner shall do anything which would adversely affect such rights and benefits.

All areas of the Property labeled "S.W.I.M. Buffer" or by similar designation shall be maintained by the Association (with respect to Common Area) and the Owners (with respect to their Lots) in compliance with all applicable governmental requirements.

6. Revision Plat and Additional Easements. Declarant is in the process of obtaining approval of a revision of the Eleventh Supplemental Property Map. Upon the recording of such revised Map, the Eleventh Supplemental Property shall be subject to all easements and other matters shown thereon. Such revised Map will show, Declarant anticipates, a dam, retaining walls, and easements for telephone, electric, cable, and other "dry" utilities. In anticipation of the recording of such revised Map, Declarant hereby amends the Declaration to include the following provisions:

A. Dam Easement. Declarant does hereby grant, establish and declare, for the use and benefit of the Association, perpetual easements upon, over, across and under those areas located on Lots 19, 20 and 21 to be shown on such revised Map as "Dam Easement" to maintain, repair and replace as needed the dam (which is an earthen berm located partially upon Lots 19, 20, and 21, and partially upon the Common Area described in Paragraph 3 above) to the extent determined by the Board necessary to prevent water from the Pond from flowing onto those Lots. The Owners of Lots containing any area marked "Dam Easement" or by similar designation shall not grade, disturb, or change the grade or slope of such berms, shall not plant any vegetation with such Dam Easement areas, and shall leave the area in the state it was in when first conveyed. All such areas marked "Dam Easement" or by similar designation are hereby declared to be "Landscape Easement Areas" as defined and provided for in Section 6.05 of the Original Declaration.

B. Wall Easements. Declarant does hereby grant, establish and declare, for the use and benefit of the Association, perpetual easements upon, over, across and under those areas located on Lots 22, 23, 24, and 25 to be shown on such revised Map as "Wall Easement" to maintain, repair and replace as needed the retaining walls located therein, and areas adjoining such walls, to the extent determined by the Board necessary to maintain such walls in good repair and to provide lateral and subjacent support to such walls and adjacent structures. The Owners of Lots containing any area marked "Wall Easement" or by similar designation shall not alter or undertake any activity affecting such walls, shall not grade, disturb, or change the grade or slope of any area of such Owner's Lot within such any such area, and shall not plant any vegetation with such Wall Easement areas, and shall leave the area in the state it was in when first conveyed. All such areas marked "Wall Easement" or by similar designation are hereby declared to be "Landscape Easement Areas" as defined and provided for in Section 6.05 of the Original Declaration..

C. Utility Easement. Lots 6 and 7 are subject to a ten (10) foot wide "dry" utility easement to be shown on such revised Map, such easement being located five (5) feet along either side of the common boundary of Lots 6 and 7, within which easement area Declarant, Association, and any provider of telephone, electric, fiber optic, telecommunications, cable, or other dry utility services may install, maintain, repair, replace, and operate utilities facilities. Such easements are subject to the provisions of Section 4.05 of the Original Declaration.

7. Defined Terms. All terms spelled in this Eleventh Supplemental Declaration with initial capital letters shall have the meanings given to them in the Declaration.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned being the Declarant herein and under the Declaration, has caused this Eleventh Supplemental Declaration to be executed on the day and year first above written.

DECLARANT

CENTEX HOMES,  
a Nevada general partnership

BY: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation, its managing  
general partner

BY: [Signature]  
Charlotte Division President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: W. Kell McElroy  
(name of principal)

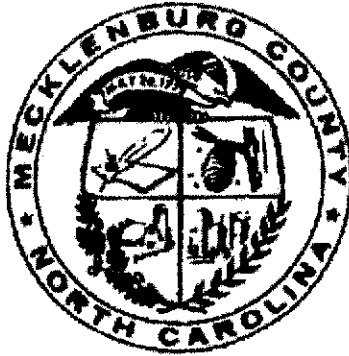
Date: 9-6-07

Mary Ann Kirkman  
Official Signature of Notary Public

Mary Ann Kirkman  
Notary printed or typed name

My commission expires: 1-21-09





JUDITH A. GIBSON  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

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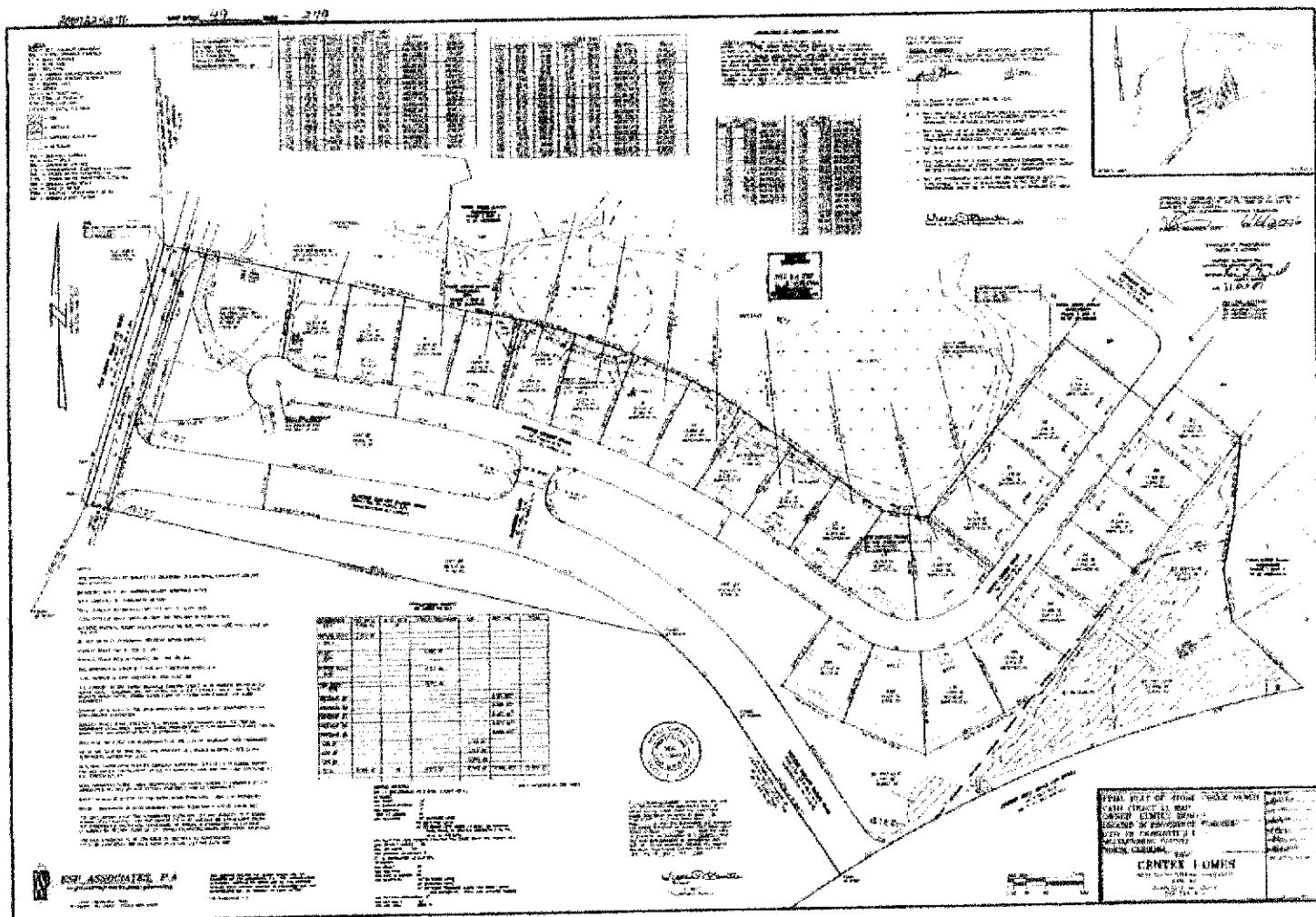
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2007185420





FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2007 NOV 06 02:55 PM  
BK 49 PG 279-280 FEE: \$21.00

INSTRUMENT # 2007225270



JUDITH A. GIBSON  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

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