

**DAVIS LAKE COMMUNITY ASSOCIATION, INC.
9000 DAVIS LAKE PARKWAY
CHARLOTTE, NC 28269**

August 13, 2010

**NOTICE OF SPECIAL MEETING OF ALL MEMBERS
OF THE DAVIS LAKE COMMUNITY ASSOCIATION, INC.**

Dear Homeowner and Member:

You are hereby notified that pursuant to Article III, Section 4 of the Davis Lake Community Association, Inc. By-Laws, a Special Meeting of the Members of the Davis Lake Community Association will be convened for the following purpose:

Purpose of Meeting:

To vote whether to amend the Declaration of Covenants and Restrictions as follows:

Amendment I: To allow owners within Woodcroft at Davis Lake and Legacy at Davis Lake to separate from the Master Association.

Amendment II: To allow owners within The Ridge At Davis Lake to separate from the Master Association.

The complete text of both amendments is enclosed with this Notice. Also enclosed is a Ballot/Proxy Ballot.

Time, Date, and Location of the Special Meeting:

**Saturday, September 18, 2010 beginning at 9:30 a.m.
Davis Lake Swim and Tennis Clubhouse
9000 Davis Lake Parkway
Charlotte, NC 28269**

You are invited to attend the Special Meeting, be heard on the matter, and cast a vote. In the alternative, and in lieu of attending the meeting, you may vote by proxy (allow another person to cast your vote for you at the meeting).

Steve Duis, President
Davis Lake Community Association Board of Directors

**PROPOSED AMENDMENT I TO THE
DAVIS LAKE COMMUNITY ASSOCIATION, INC.
DECLARATIONS OF RESTRICTIONS AND COVENANTS**

At a Special Meeting of the Members, duly noticed and called, and upon reaching a quorum, and after an affirmative vote by ballot or proxy of sixty seven percent (67%) or more of the members voting, pursuant to Article VIII, Section 2 of these Declarations, the Davis Lake Community Association Declaration of Restrictions and Covenants, recorded in Book 6091 at page 0169 et seq. of the Mecklenburg County, North Carolina Register of Deeds, is hereby amended by adding the following Amendment:

AMENDMENT I

Section 1. Withdrawal of Legacy at Davis Lake, and Woodcroft at Davis Lake from the Davis Lake Community Association, Inc.

(a) All parcels of land and the structures thereon, and all the owners thereof, within the sub-developments known as "Woodcroft at Davis Lake" (hereinafter "Woodcroft") and "Legacy at Davis Lake" (hereinafter "Legacy"), as listed and described in Exhibits A and B attached hereto, shall be, upon the completion of the conditions precedent set forth herein, formally and completely legally separated from the Davis Lake Community Association, Inc. (hereinafter "The Master Association") for all purposes whatsoever.

(b) All owners of Woodcroft and Legacy properties described and listed in Exhibits A and B shall be, upon the completion of the conditions precedent set forth herein, forever released and discharged from any and all duties, obligations, restrictions, covenants, and rules and regulations encumbering said properties and owners by this Declaration. This provision shall not apply to any monetary obligations owed by said property owners to the Master Association which accrued and became due and payable prior to the date this separation and withdrawal becomes effective; and the Master Association may avail itself of all remedies at law or contained in this Declaration to collect any such accrued arrearages.

Section 2. Conditions Precedent To Separation.

(a) All owners of Woodcroft and Legacy properties, for and in consideration of the right to separate as set forth herein, and as a condition precedent to withdrawal and separation from the Master Association, shall fully and formally relinquish and quit-claim, without limitation, all their right, title, and interest of whatsoever kind, in the common properties of the Master Association and the Davis Lake community, including but not limited to any easements or rights of enjoyment to the common properties, any rights to share in the allocation of the funds of the Master Association, and any rights to participate in the affairs of the Master Association.

(b) Said quitclaim deeds may be in the form of a (i) separate quit-claim deeds for each individual owner, or (ii) a "Master Quit-Claim Deed" signed by all owners within each subdevelopment.

(c) Separation of either or both subdevelopments and/or their respective owners, as contemplated herein, shall not become effective, nor shall this Amendment be recorded in the Public Registry, until all deeded owners of the 105 Woodcroft and Legacy residential units, and both subdevelopment homeowner associations, execute and record quit-claim deeds as referenced herein.

Section 3. Remaining Covenants and Restrictions Not Affected.

(a) Nothing contained in this Amendment I shall be construed to alter or amend any provision of the Davis Lake Community Association Declaration of Restrictions and Covenants, recorded at Book 6091 at page 0169 et seq. of the Mecklenburg County, North Carolina Register of Deeds, except as specifically set forth herein.

This Amendment I adopted by a two-thirds affirmative vote of the voting members, after quorum was had, at the Special Meeting of Members convened,

This the 18th day of September, 2010

DAVIS LAKE COMMUNITY ASSOCIATION, INC.

By: _____
Steve Duis, President, Board of Directors

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I, _____, A Notary Public for the State of North Carolina, County of Mecklenburg do hereby certify that **STEVE DUIS** personally appeared before me this day and acknowledged that he is the President of the Davis Lake Community Association, Inc., a North Carolina corporation, and by authority duly given and as the act of said corporation he has executed this Amendment to the Declaration of Covenants and Restrictions of the Davis Lake Community Association, Inc. in its name and on its behalf as its act and deed.

Witness my hand and official stamp or seal this ____ day of September, 2010.

Notary Public
Print Name: _____
My commission expires: _____

AMENDMENT I EXHIBIT A – LEGACY AT DAVIS LAKE

BEGINNING at a stake located in the eastern edge of the Davis Lake Parkway, said stake being the southwest corner of the Davis Lake Swim and Tennis Club as shown in Map Book 23 at Page 376 of the Mecklenburg County Public Registry and commencing from said point along and with the line of the Davis Lake Swim and Tennis Club South 32-29-32 East 142.70 feet to a stake; thence South 50-49-02 East 127.03 feet to a stake; thence South 86-52-37 East 254.57 feet to a stake; thence leaving the line of the Davis Lake Swim and Tennis Club South 15-17-17 West 271.40 feet to a stake in the northern edge of the right-of-way of David Cox Road; thence along and with the northern edge of the right-of-way of David Cox Road South 77-03-48 West 385.22 feet to a stake; thence along and with a curve in a clockwise direction having a radius of 20 feet a distance of 31.42 feet; thence along and with the eastern edge of the right-of-way of Davis Lake Parkway North 13-77-44 West 259.08 feet to a stake; thence along and with a curve in a clockwise direction having a radius of 285 feet a distance of 275.44 feet to a stake; thence North 42-19-13 East 52.75 to the point and place of beginning and containing 4.115 acres as shown on a map by Yarbrough-Williams & Associates, Inc. dated August 18, 1994, to which map reference is hereby made for a more particular description; and including the following twenty four (24) condominium units, by street and mailing address:

8808 Legacy Lake Lane Charlotte, NC 28269	8832 Legacy Lake Lane Charlotte, NC 28269	8862 Legacy Lake Lane Charlotte, NC 28269
8812 Legacy Lake Lane Charlotte, NC 28269	8833 Legacy Lake Lane Charlotte, NC 28269	8863 Legacy Lake Lane Charlotte, NC 28269
8816 Legacy Lake Lane Charlotte, NC 28269	8837 Legacy Lake Lane Charlotte, NC 28269	8866 Legacy Lake Lane Charlotte, NC 28269
8820 Legacy Lake Lane Charlotte, NC 28269	8845 Legacy Lake Lane Charlotte, NC 28269	8867 Legacy Lake Lane Charlotte, NC 28269
8824 Legacy Lake Lane Charlotte, NC 28269	8849 Legacy Lake Lane Charlotte, NC 28269	8870 Legacy Lake Lane Charlotte, NC 28269
8825 Legacy Lake Lane Charlotte, NC 28269	8853 Legacy Lake Lane Charlotte, NC 28269	8871 Legacy Lake Lane Charlotte, NC 28269
8828 Legacy Lake Lane Charlotte, NC 28269	8857 Legacy Lake Lane Charlotte, NC 28269	8875 Legacy Lake Lane Charlotte, NC 28269
8829 Legacy Lake Lane Charlotte, NC 28269	8861 Legacy Lake Lane Charlotte, NC 28269	8879 Legacy Lake Lane Charlotte, NC 282

(END)

AMEMDMENT I EXHIBIT B – WOODCROFT AT DAVIS LAKE

BEGINNING at a point in the center of the right-of-way of David Cox Road, said point also being the northwesterly front corner of the property of William Reed Brown (now or formerly)(see Deed Book 1147 page 322 Mecklenburg Public Registry); thence from said point of beginning with the westerly boundary of the aforesaid Brown property N 00-43-10 E 963.89 feet to a new iron pin; thence N 42-26-50 W 97.48 feet to a new iron pin; thence N 62-57-47 E 569.90 feet to a new iron pin in the easterly margin of the right-of-way of Davis Lake Parkway; thence with the easterly margin of the right-of-way of Davis Lake Parkway ten (10) calls and distances as follows:

- (1) N 03-13-52 E 81.66 feet
- (2) in a northerly direction with the arc of a circular curve to the left having a radius of 377.00 feet an arc distance of 165.48 feet (chord bearing N 09-20-37 W 164.15 feet)
- (3) N 21-55-06 W 170.00 feet
- (4) in a northerly direction with the arc of a circular curve to the right having a radius of 528.00 feet an arc distance of 375.93 feet (chord bearing N 18-03-14 W 71.17 feet,
N 00-46-10 W 245.08 feet and N 15-45-46 E 57.34 feet)
- (5) N 18-52-31 E 110.00 feet
- (6) in a northerly direction with the arc of a circular curve to the left having a radius of 455.00 feet an arc distance of 256.42 feet (chord bearing N 16-01-07 E 45.35 feet,
N 03-19-34 E 155.45 feet and N 09-57-43 W 54.80 feet)
- (7) N 13-23-10 W 52.27 feet to a point in the center of the right-of-way of David Cox Road;

thence with the center of the right-of-way of David Cox Road N 77-03-48 E 527.05 feet to the point and place of BEGINNING, and being 13.2 acres, more or less, according to the survey of John R. Yarbrough, NCRLS, dated August 12, 1991; and including the following eighty one (81) townhome units, by street and mailing address:

4800 Whistling Oak Court Charlotte, NC 28269	4802 Whistling Oak Court Charlotte, NC 28269	4804 Whistling Oak Court Charlotte, NC 28269
4808 Whistling Oak Court Charlotte, NC 28269	4810 Whistling Oak Court Charlotte, NC 28269	48012 Whistling Oak Court Charlotte, NC 28269
4816 Whistling Oak Court Charlotte, NC 28269	4818 Whistling Oak Court Charlotte, NC 28269	4820 Whistling Oak Court Charlotte, NC 28269
4707 Morning Dew Court Charlotte, NC 28269	4709 Morning Dew Court Charlotte, NC 28269	4711 Morning Dew Court Charlotte, NC 28269
4714 Morning Dew Court Charlotte, NC 28269	4715 Morning Dew Court Charlotte, NC 28269	4716 Morning Dew Court Charlotte, NC 28269

4717 Morning Dew Court Charlotte, NC 28269	4718 Morning Dew Court Charlotte, NC 28269	4719 Morning Dew Court Charlotte, NC 28269
4722 Morning Dew Court Charlotte, NC 28269	4723 Morning Dew Court Charlotte, NC 28269	4724 Morning Dew Court Charlotte, NC 28269
4725 Morning Dew Court Charlotte, NC 28269	4726 Morning Dew Court Charlotte, NC 28269	4727 Morning Dew Court Charlotte, NC 28269
4731 Morning Dew Court Charlotte, NC 28269	4733 Morning Dew Court Charlotte, NC 28269	4735 Morning Dew Court Charlotte, NC 28269
4737 Morning Dew Court Charlotte, NC 28269	4743 Morning Dew Court Charlotte, NC 28269	4745 Morning Dew Court Charlotte, NC 28269
8519 Fox Chase Lane Charlotte, NC 28269	8520 Fox Chase Lane Charlotte, NC 28269	8521 Fox Chase Lane Charlotte, NC 28269
8522 Fox Chase Lane Charlotte, NC 28269	8523 Fox Chase Lane Charlotte, NC 28269	8524 Fox Chase Lane Charlotte, NC 28269
8603 Fox Chase Lane Charlotte, NC 28269	8604 Fox Chase Lane Charlotte, NC 28269	8605 Fox Chase Lane Charlotte, NC 28269
8606 Fox Chase Lane Charlotte, NC 28269	8607 Fox Chase Lane Charlotte, NC 28269	8608 Fox Chase Lane Charlotte, NC 28269
8609 Fox Chase Lane Charlotte, NC 28269	8611 Fox Chase Lane Charlotte, NC 28269	8613 Fox Chase Lane Charlotte, NC 28269
8616 Fox Chase Lane Charlotte, NC 28269	8617 Fox Chase Lane Charlotte, NC 28269	8618 Fox Chase Lane Charlotte, NC 28269
8619 Fox Chase Lane Charlotte, NC 28269	8620 Fox Chase Lane Charlotte, NC 28269	8621 Fox Chase Lane Charlotte, NC 28269
8701 Fox Chase Lane Charlotte, NC 28269	8702 Fox Chase Lane Charlotte, NC 28269	8703 Fox Chase Lane Charlotte, NC 28269
8704 Fox Chase Lane Charlotte, NC 28269	8705 Fox Chase Lane Charlotte, NC 28269	8706 Fox Chase Lane Charlotte, NC 28269
8711 Fox Chase Lane Charlotte, NC 28269	8712 Fox Chase Lane Charlotte, NC 28269	8713 Fox Chase Lane Charlotte, NC 28269
8714 Fox Chase Lane	8715 Fox Chase Lane	8716 Fox Chase Lane

Charlotte, NC 28269

8719 Fox Chase Lane
Charlotte, NC 28269

8722 Fox Chase Lane
Charlotte, NC 28269

8727 Fox Chase Lane
Charlotte, NC 28269

8735 Fox Chase Lane
Charlotte, NC 28269

8738 Fox Chase Lane
Charlotte, NC 28269

8743 Fox Chase Lane
Charlotte, NC 28269

Charlotte, NC 28269

8720 Fox Chase Lane
Charlotte, NC 28269

8723 Fox Chase Lane
Charlotte, NC 28269

8729 Fox Chase Lane
Charlotte, NC 28269

8736 Fox Chase Lane
Charlotte, NC 28269

8739 Fox Chase Lane
Charlotte, NC 28269

8745 Fox Chase Lane
Charlotte, NC 28269

Charlotte, NC 28269

8721 Fox Chase Lane
Charlotte, NC 28269

8724 Fox Chase Lane
Charlotte, NC 28269

8731 Fox Chase Lane
Charlotte, NC 28269

8737 Fox Chase Lane
Charlotte, NC 28269

8740 Fox Chase Lane
Charlotte, NC 28269

8747 Fox Chase Lane
Charlotte, NC 28269

(END)

**PROPOSED AMENDMENT II TO THE
DAVIS LAKE COMMUNITY ASSOCIATION, INC.
DECLARATIONS OF RESTRICTIONS AND COVENANTS**

At a Special Meeting of the Members, duly noticed and called, and upon reaching a quorum, and after an affirmative vote by ballot or proxy of sixty seven percent (67%) or more of the members voting, pursuant to Article VIII, Section 2 of these Declarations, the Davis Lake Community Association Declaration of Restrictions and Covenants, recorded in Book 6091 at page 0169 et seq. of the Mecklenburg County, North Carolina Register of Deeds, is hereby amended by adding the following Amendment II:

AMENDMENT II

Section 1. Withdrawal The Ridge At Davis Lake from the Davis Lake Community Association, Inc.

(a) All parcels of land and the structures thereon, and all the owners thereof, within the sub-development known as "The Ridge at Davis Lake" (hereinafter "RDL"), as listed and described in Exhibits A attached hereto, shall be, upon the completion of the conditions precedent set forth herein, formally and completely legally separated from the Davis Lake Community Association, Inc. (hereinafter "The Master Association") for all purposes whatsoever.

(b) All owners of RDL properties described and listed in Exhibits A shall be, upon the completion of the conditions precedent set forth herein, forever released and discharged from any and all duties, obligations, restrictions, covenants, and rules and regulations encumbering said properties and owners by this Declaration.

Section 2. Conditions Precedent To Separation.

(a) All owners of RDL properties, for and in consideration of the right to separate as set forth herein, and as a condition precedent to withdrawal and separation from the Master Association, shall fully and formally relinquish and quit-claim, without limitation, of all their right, title, and interest of whatsoever kind, in the common properties of the Master Association and the Davis Lake community, including but not limited to any easements or rights of enjoyment to the common properties, any rights to share in the allocation of the funds of the Master Association, and any rights to participate in the affairs of the Master Association.

(b) The separation contemplated herein shall not become effective until every owner of all 28 RDL properties has executed and filed with the Mecklenburg Public Registry a quit claim deed conveying those rights relinquished as set forth above. Said quitclaim deeds may be in the form of a (1) separate quit-claim deeds for each owner, or (2) a "Master Quit-Claim Deed" signed by all owners within each subdevelopment.

Section 3. Remaining Restrictions and Covenants Not Affected.

(a) Nothing contained in this Amendment II shall be construed to alter or amend any provisions of the Davis Lake Community Association Declaration of Restrictions and Covenants, recorded at Book 6091 at page 0169 et seq. of the Mecklenburg County, North Carolina Register of Deeds, except as specifically set forth herein.

This Amendment II adopted by a two-thirds affirmative vote of the voting members, after quorum was had, at the Special Meeting of Members convened,

This the 18th day of September, 2010

DAVIS LAKE COMMUNITY ASSOCIATION, INC.

By: _____
Steve Duis, President, Board of Directors

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I, _____, A Notary Public for the State of North Carolina, County of Mecklenburg do hereby certify that **STEVE DUIS** personally appeared before me this day and acknowledged that he is the President of the Davis Lake Community Association, Inc., a North Carolina corporation, and by authority duly given and as the act of said corporation he has executed this Amendment to the Declaration of Covenants and Restrictions of the Davis Lake Community Association, Inc. in its name and on its behalf as its act and deed.

Witness my hand and official stamp or seal this ____ day of September, 2010.

Notary Public
Print Name: _____
My commission expires: _____

AMENDMENT II EXHIBIT A – THE RIDGE AT DAVIS LAKE

Being all 10.374 acres as per the final plat and survey by Yarbrough-Williams & Houle, Inc., recorded in Map Book 42 at Page 919 of the Mecklenburg Public Registry, to which plat reference is hereby made for a more particular description of same; and said parcel including the 28 separate residential lots and all structures thereon, by street and mailing address as follows:

4723 Canipe Drive
Charlotte, NC 28269

4724 Canipe Drive
Charlotte, NC 28269

4727 Canipe Drive
Charlotte, NC 28269

4728 Canipe Drive
Charlotte, NC 28269

4731 Canipe Drive
Charlotte, NC 28269

4732 Canipe Drive
Charlotte, NC 28269

4800 Canipe Drive
Charlotte, NC 28269

4801 Canipe Drive
Charlotte, NC 28269

4804 Canipe Drive
Charlotte, NC 28269

4805 Canipe Drive
Charlotte, NC 28269

4808 Canipe Drive
Charlotte, NC 28269

4809 Canipe Drive
Charlotte, NC 28269

4812 Canipe Drive
Charlotte, NC 28269

4815 Canipe Drive
Charlotte, NC 28269

4816 Canipe Drive
Charlotte, NC 28269

4827 Canipe Drive
Charlotte, NC 28269

8800 Twisted Pine Drive
Charlotte, NC 28269

8803 Twisted Pine Drive
Charlotte, NC 28269

8804 Twisted Pine Drive
Charlotte, NC 28269

8811 Twisted Pine Drive
Charlotte, NC 28269

8815 Twisted Pine Drive
Charlotte, NC 28269

8819 Twisted Pine Drive
Charlotte, NC 28269

8823 Twisted Pine Drive
Charlotte, NC 28269

8827 Twisted Pine Drive
Charlotte, NC 28269

8833 Twisted Pine Drive
Charlotte, NC 28269

8837 Twisted Pine Drive
Charlotte, NC 28269

8843 Twisted Pine Drive
Charlotte, NC 28269

8847 Twisted Pine Drive
Charlotte, NC 28269

(END)

Davis Lake Community Association, Inc.
BALLOT / PROXY BALLOT
Special Meeting on September 18, 2010

The undersigned member of the Davis Lake Community Association, Inc. hereby revokes and withdraws any proxies previously made and/or appointed; and hereby either votes, or constitutes and appoints the following fellow member to vote on my behalf:

at the Special Meeting of Members of the Association to be held on September 18, 2010, including any adjournment or adjournments thereof, on the proposed Amendments I & II to the Davis Lake Community Association Declarations of Restrictions and Covenants.

The undersigned hereby votes, or directs the proxy to vote as follows:

AMENDMENT I – Separation of Woodcroft and Legacy

_____ I vote **in favor** of the proposed Amendment I to allow the owners within Woodcroft at Davis Lake and Legacy at Davis Lake to separate from the DLCA.

_____ I vote **to oppose** the proposed Amendment I to allow the owners within Woodcroft at Davis Lake, and Legacy at Davis Lake to separate from the DLCA.

AMENDMENT II – Separation of The Ridge At Davis Lake

_____ I vote **in favor** of the proposed Amendment II to allow the owners within The Ridge At Davis Lake to separate from the DLCA.

_____ I vote **to oppose** the proposed Amendment II to allow the owners within The Ridge At Davis Lake to separate from the DLCA.

**This appointment, if any, expires following the final adjournment of the
September 18, 2010 Special Meeting, including any postponement or continuation thereof.**

Signature: _____ Date: _____, 2010

Please Print:

Name: _____

Address: _____

Phone: _____ E-mail address: _____

**Davis Lake Community Association
9000 Davis Lake Parkway
Charlotte, NC 28269**