

BOOK 3804
PAGES 872 - 901

Gaston County, NC
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Alice B. Brown, Register of Deeds

Prepared by and return to: Walter H. Jones, Jr., P. O. Box 3010, Mooresville, NC 28117

NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CATAWBA HILLS**

GASTON COUNTY

THIS DECLARATION, made this 6th day of August, 2003, by CATAWBA HILLS, LLC, a North Carolina Limited Liability Company, having an office and place of business in Iredell County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

Declarant is the owner of certain property in the City of Gastonia, State of North Carolina, which is more particularly set forth in Plat Book 67, Page 39, and designated as Catawba Hills, Phase 1-A (hereinafter the "Property," which may be hereinafter referred to individually as "Lot" and jointly as the "Lots"), consisting of Lots numbered 242 - 250 and 248A, recorded in the office of the Register of Deeds of Gaston County, and Declarant will convey the foregoing described Property subject to certain protective covenants, conditions, restrictions, reservations, and charges as hereinafter set forth.

Declarant intends to provide for common areas. Such common areas may contain landscaping, signage, and other uses as may be deemed appropriate by the Declarant. Along with streets and rights-of-way, the Declarant also intends to locate lighting and signage for the purpose of enhancing the aesthetics and lifestyle of Catawba Hills.

Declarant desires to provide for the preservation and maintenance of the common areas, the maintenance of the amenities located within the common areas and streets and rights-of-way, and for the performance of certain other responsibilities in connection with Catawba Hills. To

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this end, Declarant desires to subject the Property described above to the covenants, conditions, restrictions, guidelines, reservations, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property comprising Catawba Hills and each owner thereof. The Declarant's present intention, stated here for information of present intent only and not as a warranty or representation of a future fact, is to develop Catawba Hills with residential units of different styles, designs and construction. Future phases may include, by way of example and not limitation, condominium units, townhouse dwellings and individually owned single-family lots upon which residences may be built, including patio homes.

Declarant has deemed it desirable for the foregoing purpose to create an entity to which shall be delegated and assigned the powers of owning, maintaining and administering the common areas and facilities in Catawba Hills and subsequent phases thereof, maintaining the landscaping, lighting and signage located along and within the common areas, open spaces, and street rights-of-way; administering and enforcing these covenants, conditions and restrictions; collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the owners and residents of Catawba Hills and subsequent phases thereof; and Declarant has incorporated under the laws of the State of North Carolina the Catawba Hills Homeowners Association (hereinafter "CHHA") as a nonprofit corporation for the purpose of exercising the foregoing functions, among others.

DECLARATION

NOW, THEREFORE, Declarant hereby declares all of the Property described above to be held, sold, and conveyed subject to the following covenants, conditions, charges, guidelines, reservations and restrictions, all of which are for the purposes hereinabove set forth, and which shall run with the Property, shall be binding on all parties having or acquiring any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of CHHA and each Member thereof.

PREAMBLE

In order to accomplish orderly, pleasing and reasonably uniform subdivision development, the Lots are hereby made subject to the covenants and restrictions contained herein for the purpose of assuring the most appropriate development and improvement of each Lot, to protect the Owners against such improper use of nearby Lots as would depreciate the value of the property of each, to preserve, insofar as practical, the natural beauty of the Lots, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the Lots, to secure and maintain proper setbacks from streets and adequate free spaces between structures, to ensure conformance of the development with the guiding design concept of the Declarant, and in general to provide for a high quality of improvements. As set forth in these Covenants, the Declarant or the Architectural Review Committee (hereinafter "ARC") must approve all improvements placed on a Lot, and the Declarant shall serve as the ARC until such time as the said committee is duly formed.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and is, or will be, within the jurisdiction of the Association, located in Gaston County, North Carolina, and is more particularly described on the Map of Catawba Hills, Phase I-A, recorded in Map Book 67, Page 39, Gaston County Registry. Only the Property is hereby made subject to this Declaration.

Without further consents or permits (except those required by governmental authority), Declarant shall have the right from time to time to subject additional real property to the terms and scheme of this Declaration, said property to be developed as part of Catawba Hills, thereby bringing such additional property within the jurisdiction of the Association by filing a Declaration in the office of the Register of Deeds for Gaston County, North Carolina, containing a description of the additional property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the additional property.

Any addition of real property (or easements or rights-of-way to such real property) shall be made by filing of record one or more supplemental declarations with respect to the property in the Gaston County, North Carolina, Public Registry to be then made subject to this Declaration to the extent, and only to the extent, set forth in any supplemental declaration, and the jurisdiction of the Association shall thereby then extend to such property and subject such addition to the assessments provided in this instrument for a just and proportionate share of the Association's expenses. As hereinabove mentioned, such additional real property may include, at the sole option of the Declarant, condominium units, townhouse dwellings and individually owned single-family Lots upon which residences may be built, including patio homes.

Additional covenants and restrictions applicable to only certain Lots or Common Areas within Catawba Hills may be established from time to time by the Declarant or the Association by the filing of a supplemental declaration, which may create exceptions to, or otherwise modify, the terms of this Declaration as it applies to the certain Lots burdened by any such supplemental declaration in order to reflect the different character and intended use of any such Lots. Certain obligations of the Association established herein may be delegated by the Association to another association, if any, created in connection with any supplemental declaration if there is a reasonable nexus between the obligation delegated and the property encumbered by the supplemental declaration, and if any such association assumes responsibility for such obligation.

ARTICLE I

DEFINITIONS

Section 1. "Amenities" shall mean and refer to the recreational facilities, landscaping, limited irrigation, lighting, entrance treatments, walks, street fixtures, hiking/biking trail system, and any element installed or constructed by the Declarant or the Association on Common Areas, open spaces, and/or street rights-of-way for the purposes of enhancing the aesthetics of Catawba Hills or benefiting the residents of Catawba Hills.

Section 2. "Architectural Review Committee," also known as "ARC," is a committee of the CHHA which must grant its prior written approval before any Improvements are placed on a Lot or Common Area.

Section 3. "Association" or "CHHA" shall mean and refer to Catawba Hills Homeowners Association, a North Carolina non-profit corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to those persons elected or appointed to act collectively as the directors of the Association.

Section 5. "Builder" shall mean and refer to a person or entity who, in the regular course of business, purchases Lots and becomes the Owner of such Lots solely for the purpose of constructing Improvements thereon for resale to their successors and assigns and not for the purpose of residing in such Improvements. No successor or assignee of Builder shall have any rights or obligations of a Builder hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of a Builder shall cease when all of the Lots owned by such Builder have been purchased and settled on by an Owner or Owners other than Builder or Declarant.

Section 6. "Bylaws" shall mean and refer to the bylaws of the Association as they now or hereafter exist.

Section 7. "Catawba Hills" shall mean and refer to that certain real property subject to this Declaration and such additional phases thereto as may, in the sole discretion of Declarant, be either wholly or partially brought within the jurisdiction of the Association and made a part of Catawba Hills.

Section 8. "Committee" shall mean and refer to the ARC as established herein.

Section 9. "Common Area(s)" shall mean and refer to those areas of land specifically excluding public street rights-of-way and Lots shown on the Plat as Lots 242-250 and 248A.

Section 10. "Declarant" shall mean and refer to Catawba Hills, LLC, a North Carolina limited liability company, as well as its successors and assigns, if Catawba Hills, LLC, expressly transfers its rights as Declarant to a successor or assign.

Section 11. " Dwelling Unit" shall mean and refer to any improvement or portion thereof situated on a Lot intended for use and occupancy as one (1) single-family house, regardless of the number of Owners thereof (or the form of ownership) located within the Property and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) single-family detached homes, single-family attached homes, such as townhouses and condominium units and patio homes. Each unit in a multi-family dwelling

constitutes a Dwelling Unit. Where appropriate by context, the term shall include both the improvements and the real property on which the improvements are situated.

Section 12. "FHA" shall mean and refer to the United States Federal Housing Administration.

Section 13. "Governing Documents" shall mean and refer to this Declaration and any recorded supplemental declaration with respect to Catawba Hills and the Bylaws and Articles of Incorporation of the Association and of any subsequently created association with regard to Catawba Hills.

Section 14. "Homeowner" shall mean and refer to the Owner of a Dwelling Unit but shall not include a Builder who purchases a Lot and constructs a Dwelling Unit thereon in order to sell such Lot and Dwelling Unit to an Owner.

Section 15. "HUD" shall mean and refer to the United States Department of Housing and Urban Development.

Section 16. "Improvement(s)" shall mean, but not be limited to, Dwelling Units, additions to Dwelling Units, outbuildings, patios, decks, driveways, fences, walls, signs, landscaping, shrubbery, antennas, mailboxes, satellite dishes, post lamps, swimming pools, play equipment, tennis courts, outdoor lighting, parking areas, paved or otherwise, and other structures, excavation or changes in grading.

Section 17. "Lot" shall mean any separately numbered plot of land, as shown on the recorded subdivision maps of Catawba Hills (or on any additional property which may be added to the subdivision) which has been approved by Declarant.

Section 18. "Member" shall mean and refer to every person or entity entitled to Membership with voting rights in the Association as provided in this Declaration.

Section 19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon the Property. Notwithstanding any applicable theory of any lien or mortgage law, "Owner" shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. (Note: The words "Member" and "Owner" are meant to describe all of the Owners, including the Builder(s), of the Catawba Hills community interchangeably as semantics dictate throughout this Declaration.)

Section 20. "Phase" shall mean and refer to Phase 1-A and any additional phase, section or portion of Catawba Hills for which a separate Plat or Plats are recorded in the Office of the Register of Deeds of Gaston County, North Carolina.

Section 21. "Plat" shall mean and refer to Map of Catawba Hills Subdivision (Phase 1-A), as recorded in the Office of the Register of Deeds of Gaston County, North

Carolina.

Section 22. "VA" shall mean and refer to the United States Department of Veterans Affairs.

ARTICLE II

COMMON AREA OWNERSHIP AND MAINTENANCE

Section 1. Owner's Easements of Enjoyment: Every Owner in good standing shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Owner's easement of ingress and egress.

Section 2. Delegation of Use: Any Owner may delegate his rights of enjoyment of the Common Area to the members of his family, guests, contract purchasers and his lessees who reside in Catawba Hills.

Section 3. Rules and Regulations: The Association will have the power to formulate, publish and enforce reasonable rules and regulations concerning individual Lots and the use and enjoyment of the Common Area. Such rules and regulations shall be maintained in a place reasonably convenient to the Members and available to them for inspection during normal business hours.

Section 4. Regulation of Use of Common Area: The Association shall have the power to limit the number of guests, to regulate hours of use and to curtail any use or uses of the Common Area it deems necessary for either the protection or for the best interest of Members.

Section 5. Suspensions: The Association shall have the power to suspend the right to the use of any Common Area of a Member or any person to whom that Member has delegated his right of enjoyment for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

Section 6. Mortgaging Common Area: The Association shall have the power to borrow money for the purpose of improving the Common Area and facilities thereon and pursuant thereto to mortgage the Common Area, or any portion thereof, provided, however, that the execution of such mortgage shall require the same approval of Members (excluding the Declarant) which is required for special assessments for capital Improvements as set forth in Article VI, Section 5 of this Declaration.

Section 7. Conveyance of the Common Area by Declarant: The Declarant covenants for itself, its successors and assigns, that it shall convey to the Association by recorded easement or deed, and the Association shall accept all Common Areas which are located within that certain phase of Catawba Hills. Such conveyance shall be subject to all the restriction and limitations of

the various Articles of this Declaration, applicable governmental regulations and any other restrictions and limitations of record. All said Common Areas shall be conveyed to the Association free and clear of all mortgages and deeds of trust before HUD insures the first mortgage in that certain phase of Catawba Hills.

Section 8. Common Area Dedication or Transfer: The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of the membership entitled to cast votes has been recorded. Notwithstanding the foregoing, and in compliance with governmental regulations, the Declarant shall, upon governmental demand, convey the greenway required by the City of Gastonia to it without Membership approval or receiving consideration therefor. The greenway shall not be considered Common Area, but is rather a public area.

ARTICLE III

COVENANTS

Section 1. Common Area Restriction: All Common Area shall be used, improved and devoted exclusively to the welfare and benefit of the Owners and for the general benefit and enhancement of Catawba Hills.

Section 2. Common Area Offensive Use: No immoral, improper, offensive or unlawful use shall be made of Catawba Hills Common Area or the amenities owned or leased by the Association. All ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Each Owner shall be liable to the Association and/or the Declarant for damage to property of the Association caused by family, tenants, guests, agents, contractors, employees or invitees.

Section 3. Common Area Construction or Alteration: No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area except at the direction of and with the express written consent of the Association.

Section 4. Nuisance: No noxious or offensive activity shall be carried on in or upon the individual lots within Catawba Hills, nor shall anything be done which may be or may become a nuisance to any resident in Catawba Hills. No loudspeakers or other sound producing devices shall be used which may be or become a nuisance to any resident in Catawba Hills.

Section 5. Approved Builder: All new home construction shall be by an ARC-approved contractor, which approval shall be made in the sole discretion of the Declarant acting as and for the ARC.

Section 6. Lease of Portion of Dwelling Unit: An Owner may, in his or her absence, rent or lease his or her entire Dwelling Unit to one family for a period of not less than three hundred sixty five (365) consecutive days, but no portion of a Dwelling Unit shall be leased nor

may any other building located on a Lot be leased separately from the Dwelling Unit unless the Owner is in continuous occupancy. In the case of the lease of a portion of a Dwelling Unit, no more than two families may occupy the Dwelling Unit. "Family" shall be defined as one or two adult persons and their children, if any.

Section 7. Resubdivision of Lots: No Lot shall be subdivided except with the written consent of the ARC, and in no event shall any Lot be subdivided in order to create an additional residential Lot.

Section 8. No Business Activities: No portion of a Lot or any structure thereon shall be used for business, manufacturing or commercial purposes, except for home office activities which do not result in vendor, customer or client visitations to the Lot.

Section 9. Pre-Construction Maintenance: Prior to the time any Owner commences construction of a Dwelling Unit thereon, such Owner shall be responsible for the weed control, mowing and general maintenance of such Lot and the road right-of-way to the curblin in front of the Lot. In the event an Owner fails to perform such activities so as to keep his Lot clean and neat in appearance to the satisfaction of the ARC, the Owner does herewith fully authorize the ARC to perform such activities as may be necessary to clean up or mow the Lot and maintain it in a neat appearance. The Owner agrees to pay whatever sums the ARC incurs in order to accomplish these activities and to make payment of the same within thirty (30) days of presentation of a bill to the Owner therefor.

Section 10. Maintenance of Improvements and Lots: Each Owner shall maintain his or her Improvements, landscaping and grounds in a safe, clean and orderly condition. The exterior maintenance of Lots and the Dwelling Units located thereon and other Improvements constructed thereon shall be the duty and responsibility of the Owner of such Lot and shall not be the responsibility of the Association. If, however, in the opinion of the Association, any Owner shall fail to discharge his or its repair, maintenance or upkeep responsibilities in a reasonable and prudent manner to a standard harmonious with that of other Lots in Catawba Hills, the Association or its agents, upon giving and following thirty (30) days written notice to the Owner or responsible person or entity, may enter upon the Lot or Dwelling Unit location and make or cause to be made maintenance work or repairs as may be deemed reasonably required by the Association. The Association or its agents shall be deemed to be attorney-in-fact of the Owner and shall have a license granted automatically by any Owner of a Dwelling Unit for the purpose of accomplishing the foregoing. The costs incurred by the Association in rendering such services shall be added to and become a part of the assessments to which such Lot or Dwelling Unit is subject.

Section 11. Vehicles and Parking: No Owner of a Lot or Dwelling Unit shall park or keep outside the garage or approved accessory building (except temporarily for loading or unloading purposes) a motorized trail bike, motorcycle, boat, boat trailer, camper, recreational vehicle, motorized all-terrain vehicle, golf cart, tractor (including lawn and gardening equipment), or commercial vehicles including, but not limited to, school buses, tractor-trailers, dump trucks, tradesman trucks or other such motorized riding vehicles (hereafter "Vehicles") on the premises except operational, currently licensed passenger motor vehicles in the Dwelling

Unit driveway outside of the street right-of-way. No junk Vehicles or any Vehicles which are not currently registered, insured and licensed or other type of salvage shall be placed or allowed to remain on any Lot, Common Area, or on any street located within Catawba Hills. No Vehicle or other above described Vehicles shall be parked on any Lot unless there is a Dwelling Unit completed and occupied thereon. No Vehicles shall be parked overnight on any public street of Catawba Hills, except for overnight house guests of Owners. No maintenance or repair of any Vehicle or trailer may be performed upon any Lot except within the garage and totally isolated from public view.

Section 12. Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets (dogs or cats) which may be kept thereon for the sole pleasure and use of the occupants, but not for any commercial use or purpose, and no more than two (2) pets over the age of six (6) months which stay primarily outside the residence shall be permitted at any time. Every person owning or having possession, charge, care, custody or control of a pet shall keep such pet exclusively upon his Lot; provided, that such pet may be off the Owner's Lot if it is under the control of a capable person and restrained by a chain, leash or other means of adequate physical control. Owners are expressly responsible for cleaning up after their pet on the property of other Owners and the Common Areas, including the cleaning up of solid waste, which must be picked up by the pet's owner. No pets shall be allowed to constitute a nuisance or be kept so as to violate any governmental regulation.

Section 13. Clotheslines, Trash Receptacles, Etc.: All garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing as to conceal same from the view of neighboring Owners and streets. Clotheslines shall neither be used nor permitted to be erected or placed on any Lot.

Section 14. Power Line Buffer Restrictions: The following provisions shall apply to all Lots which are contiguous to the 199-foot wide Duke Power right-of-way and the 68-foot wide Duke Power right-of-way and to their respective Owners and to the CHHA and any Common Area land owned by the CHHA which is also contiguous to or is a part of the two Duke Power rights-of-way mentioned above.

- A. The Owners of Lots contiguous to the Duke Power rights-of-way and the CHHA shall maintain and protect the existing 10-foot wide buffer ("Buffer").
- B. No clearing, grading or any other removal of vegetation within the Buffer are permitted. Planting of additional trees to enhance the Buffer is permitted upon prior written approval of the ARC.
- C. The Owners of Lots contiguous to the Buffer shall comply with any and all such other rules and regulations with regard to the Buffer which the CHHA duly adopts from time to time.

Section 15. Stream Buffer Restrictions: The following provisions shall apply to all Lots which are contiguous to or deeded over the 50-foot wide stream buffer ("Stream Buffer") and to their respective Owners and the CHHA and any Common Area land owned by the CHHA which is also contiguous to or is a part of the Stream Buffer.

- A. The Owners of Lots contiguous to the Stream Buffer and the CHHA shall maintain and protect the Stream Buffer.
- B. No clearing, grading or any other removal of vegetation within the Stream Buffer are permitted. Planting of additional trees to enhance the Stream Buffer is permitted upon prior written approval of the ARC.
- C. The Owners of Lots contiguous to the Stream Buffer shall comply with any and all such other rules and regulations with regard to the Stream Buffer which the CHHA duly adopts from time to time.

Section 16. Catawba Hills Perimeter Buffer Restrictions: The following provisions shall apply to all Lots which are contiguous to or deeded over Catawba Hills perimeter buffers ("Perimeter Buffer") and to their respective Owners and the CHHA and any Common Area land owned by the CHHA which is also contiguous to or is a part of the Perimeter Buffer.

- A. The Owners of Lots contiguous to the Perimeter Buffer and the CHHA shall maintain and protect Perimeter Buffer.
- B. No clearing, grading or any other removal of vegetation within the Perimeter Buffer are permitted. Planting of additional trees to enhance the Perimeter Buffer is permitted upon prior written approval of the ARC.
- C. The Owners of Lots contiguous to the Perimeter Buffer shall comply with any and all such other rules and regulations with regard to the Perimeter Buffer which the CHHA duly adopts from time to time.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Purposes: The Declarant desires to provide for the preservation of the values in Catawba Hills with respect to vegetation and any Improvements to be constructed or altered on any Lot constituting a portion of Catawba Hills, and to that end, will establish the ARC in accordance with Section 3 hereof, in order to provide, enforce and maintain certain standards as to harmony of exterior design and location of the Improvements on the Lot in relation to surrounding structures, natural features and topography.

Section 2. Architectural Control: Unless expressly authorized in writing by the ARC, no Dwelling Unit, multi-family dwelling, fence, wall, driveway, patio, swimming pool, building or other structure or Improvement whatsoever shall be constructed or maintained, nor

shall any exterior addition or alteration to any Dwelling Unit, multi-family dwelling, fence, wall, driveway, patio or other building or structure or Improvement be started, nor shall any clearing or site work be commenced or maintained upon any Lot in Catawba Hills, until plans and specifications therefor showing the shape, dimensions, materials, exterior finishes and colors, location on site, driveway, parking, decorative landscape planting, floor plans and elevations therefor (all of which are hereinafter referred to collectively as the "Plans"), and any application fee set by the Association, shall have been submitted (the Plans in triplicate) to, and approved in writing by, the ARC as to harmony of external design and location in relation to any surrounding structure, natural features and topography. The ARC shall have the absolute and exclusive right to refuse to approve any such Plans which are not suitable or desirable in the opinion of the ARC for any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the ARC shall be deemed sufficient. The ARC may promulgate design standards from time to time to be adhered to by the Owners of the Lots or Dwelling Units in Catawba Hills, and it may promulgate different standards for different groups of Lots or Phases within Catawba Hills. A current copy of all design standards shall be kept on file in the principal office of the Association. In no event shall the ARC approve any Plans in which the height or setback of the Improvements on the Lot violate the limits established by the applicable governmental authority.

Furthermore, notwithstanding the foregoing, the ARC may: (1) set restrictions that conflict with those established generally for Catawba Hills which apply only to a certain set of Lots or to a particular Phase and/or (2) delegate to any additional homeowners association which may subsequently be created its authority to approve Plans and vary the setbacks as described above for the certain Lots in such Phase governed by such association.

Section 3. Architectural Control Committee:

A. Membership:

(1) The ARC shall be composed of three (3) persons (who need not be Members of the Association) appointed by the Board. A majority of the ARC may designate a representative to act for it. In the event of death, resignation or removal by the Board of any Member of the ARC, the Board shall have full authority to designate a successor. Unless approved by the Association, neither the Members of the ARC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall keep, or cause to be kept, a list of the names and addresses of the persons who form the ARC and a list of the names and addresses of any designated representatives of the ARC; and such a list shall be available in the principal office of the Association to any Owner upon request.

(2) Notwithstanding the foregoing, as to the initial construction of Improvements on any Lot (the "Initial Construction of Improvements"), the Declarant shall serve as the ARC responsible for the review, approval and monitoring of construction of Improvements. This right of the Declarant pursuant to this section shall cease during times when the

Declarant does not own any of the property comprising any portion of Catawba Hills, or December 31, 2010, whichever event shall first occur.

- B. Procedure: At least forty-five (45) days prior to the commencement of any construction, the Plans shall be submitted to the ARC. Approval shall be subject to such regulations and architectural standards as may from time to time be promulgated by the ARC. The ARC shall notify the Owner of the Lot in writing as to whether the Plans have been approved. The response of the Association may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate. If approval with conditions is granted and construction then begins, the conditions shall be deemed accepted by the Owner of the Lot, and the conditions imposed shall become fully a part of the approved Plans. No Improvements shall be made except in strict conformity with the approved Plans. The ARC shall have the right to monitor construction of Improvements and investigate compliance with the approved Plans, and hereby reserves the right to enter upon any Lot in order to do so.

Owners are responsible for the contractors they hire to perform work on their Lot. Any contractor damaging improvements or infrastructure of the Catawba Hills community and the Owner(s) who engaged the services of such contractor shall be jointly and severally liable for such damage. The ARC may from time to time, in its sole discretion, require of any contractor or Owner to guarantee final site clean-up and/or extraordinary road repairs necessitated by the actions of the contractor and its workers and subcontractors during the construction of any Improvements on the Property.

Any Owner submitting Plans to the ARC and disagreeing with the denial of the ARC may appeal the decision to the Board by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board shall then review the Plans, giving the Chairman of the ARC the opportunity to present to the Board specific reasons why the Plans were denied, in the presence of the Owner or his agent, and the Owner or his agent may present information challenging the findings of the ARC. The decision of the ARC may be overridden by simple majority vote of the Board. The foregoing provision shall not be applicable to decisions by Declarant as to the Initial Construction of Improvements.

The ARC may adopt a schedule of reasonable fees for processing requests for approval. Such fees will be payable to the Association at the time that the Plans and other documents are submitted to the ARC. They payment of such fees, as well as other expenses of the ARC required to be paid,

shall be deemed to be an individual Assessment, enforceable against the Owner of the Lot as provided herein. The ARC expressly reserves the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing for purposes of assisting the ARC in its review of any Plans, and the cost of consulting service(s) shall be the responsibility of the respective applicant or Owner of the subject Lot and shall be in addition to any fees due for processing any requests for approval.

All notices required to be given under this Section shall be given in writing and mailed. The ARC shall not be obligated to specify the particular grounds upon which denial of any application is founded. If the ARC approves the Plans, one set of Plans, denoted as approved (or approved with specified conditions), shall be retained by the ARC, and the other two sets shall be returned to the applicant.

Construction must be completed in strict adherence to the Plans approved by the Committee. In addition, Dwelling Units shall comply with all applicable building, plumbing, electrical and other codes.

Section 4. Right of Inspection: The Owner does herewith agree that the ARC shall have full complete authority, and does appoint the ARC his attorney-in-fact, to enter upon the Lot and halt all construction for the failure of the Owner or his agents or contractor to comply fully with the Improvements rules and regulations, approved Improvement and Plans, and set back requirements. The Owner does agree to indemnify and hold harmless the ARC from any damage arising from such halting of construction which may be directed by the ARC for the failure of the Owner to comply with the directives of the ARC with regard to construction. Such halting of construction shall be effective immediately upon the directive of the ARC and shall remain effective until the work stoppage is cancelled by the ARC.

Section 5. Original Improvements by Declarant: Nothing herein contained shall in any way prevent or interfere with the right of the Declarant to construct the original Improvements desired by the Declarant on any Lot.

Section 6. Approval of Builder Plans: Declarant may, in its sole discretion and acting in behalf of the ARC, accept for review and approval by Declarant an assortment of various Improvement plans submitted to it by its approved Builders. No Builder will be permitted to make any material change to any Improvement or the approved Plans therefor without prior approval of the Declarant.

Section 7. Land Use and Building Type: Each Lot shall be used for residential purposes only, and no Improvements shall be erected or allowed to remain on any Lot except one detached, single family Dwelling Unit not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), a garage and other approved Improvements. Any Improvement erected on any Lot must be compatible in construction, design, color and appearance with other Improvements erected on other Lots of Catawba Hills

and must be approved pursuant to Article IV herein prior to being placed on a Lot. For all Lots, no Dwelling Unit shall be erected or allowed to remain on a Lot if the heated, finished living (floor) area of the structure, exclusive of basements, open (unheated) porches and garages, shall be less than 1,000 square feet. No mobile home, modular home, geodesic dome or log home may be erected or permitted to remain on any Lot.

Section 8. Improvements: Any Improvement on any Lot shall be prohibited unless the detailed plans for such Improvement have been previously approved in writing by the ARC prior to the construction thereof.

Section 9. Garages and Parking Area: Each Dwelling Unit shall have an enclosed attached garage and/or off-street parking spaces as approved by the ARC. No detached garages or other detached buildings, and no garages with a capacity for more than three (3) motor vehicles, shall be built on any Lot without the prior written approval of the ARC. In addition, each Lot shall contain sufficient off-street paved parking space outside the garage for at least two (2) and no more than four (4) motor vehicles.

Section 10. Driveways and Walkways: All driveways and walkways must be paved with concrete, brick or such other materials as may be approved by the ARC before the Dwelling Unit shall be occupied.

Section 11. Landscaping: All Lots upon which a Dwelling Unit is approved and built shall be landscaped in accordance with landscaping plans approved by the ARC. Landscaping should be finished upon completion of the Dwelling Unit or in all events, within thirty (30) days following occupancy of the Dwelling Unit. Builders may submit several generic landscape plans and request pre-approval thereof by the ARC, either prior to the commencement or completion of the construction. No shrubbery or trees may be planted along the front yard Lot sidelines, except for low shrubbery next to a mailbox or driveway entrance. "Front yard" shall be defined as the area which extends from the front-most corners of the Dwelling Unit directly to the Lot sidelines and then along the Lot sidelines to the road right-of-way in front of the Dwelling Unit.

Section 12. Construction Period: Total construction time from the date of acquisition of building permit to the completion of the Dwelling Unit ready for occupancy shall not exceed twelve (12) months. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, except for Builders' sales and construction trailers.

Section 13. Mailboxes: Each Owner shall comply with the mailbox requirements adopted by the ARC. The written approval of the ARC shall be required prior to altering mail boxes and newspaper boxes.

Section 14. Antennas and Satellite Dishes: No satellite dishes larger than eighteen (18) inches in diameter and no free-standing radio and/or television antennas shall be permitted on any Lot. All satellite dishes must be positioned so as to not be visible in any manner whatsoever from the street in front of the Dwelling Unit.

Section 15. Sight Line Limitations: To the extent that governmental regulations shall not impose a stricter standard, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations higher than two (2) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas shown on the Plat as "Sight Triangles;" provided, however, Declarant may install signage, fences, walls and plantings anywhere and in such design as it may desire.

Section 16. Sediment Control: Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by the ARC or a governmental agency, shall be taken by the Owner or Owner's Builder to assure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 17. Building Setbacks: Specific minimum front, rear and side setback restrictions are shown on the Plat. The ARC shall determine the required setback distances, if any, in excess of those shown on the Plat and/or required by applicable zoning ordinances or other governmental authority, in the course of granting Plan approval for a specific Lot and the proposed Dwelling Unit or other Improvements to be built thereon, in order to locate Improvements in a manner to benefit Catawba Hills. Some of the factors which may be considered by the ARC are: Lot topography, Lot size, preservation of existing vegetation, views from the Lot and nearby Lots, location of existing or proposed utilities, location of existing houses on adjoining Lots and such other reasonable factors as the ARC may determine. Placement of Improvements shall not be made so as to violate any governmental rule, ordinance, regulation or law.

Section 18. Utilities: All water, electric, gas, telephone, cable television and other utility lines as may be available to the Lots shall be located in accordance with governmental regulations and customary installation requirements.

Section 19. Miscellaneous Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, and the Declarant further reserves an easement and right to grant rights-of-way for the installation and maintenance of public utilities along, on or under each Lot line at whatever distance from the rear and side lines of said Lot as required by the governing county or municipality (or any other utility company), or authority governing (or serving) this property. Declarant further reserves the right to establish easements for Recreational Facilities and their utilization, and easements for pedestrian sidewalks, walkways, bicycle and hiking trails, including the related grading, landscaping and lighting as may be reasonably required to construct and maintain the same. Once Lots have been deeded to Owners, such Owners shall promptly execute any necessary documentation required by Declarant in order to allow Declarant to establish easements and rights-of-way as set forth above.

Section 20. Fences, Walls and Signs: Fences and walls ("Fences") are discouraged so as to maintain open vistas and view corridors. Accordingly, Fences shall be allowed only in rear yards where a specific and reasonable purpose is served thereby. "Rear yards" shall be defined as all of the remaining portion of a Lot other than that occupied by the Dwelling Unit and other than that defined hereinabove as the "Front yard." All fences must be approved by the ARC prior to construction thereof. No signs (except one [1] "For Sale" sign not to exceed two [2] feet by three [3] feet in measurement) shall be erected or allowed to remain on any Lot except with the written consent of the ARC. Electronic (invisible) below-ground fences for pet control shall be exempted from these restrictions, except there shall be no electronic (invisible) fence extending beyond the front corners of the Dwelling Unit.

Section 21. Sanitation Services: Sanitation service shall be provided for the Lots by the appropriate governmental entity or, if no such service is available, private sanitation services shall be contracted with by the Declarant or the CHHA and each Owner shall pay directly to such service the cost thereof.

Section 22. Building Walls: No exterior wall surface of any building shall be asbestos siding, aluminum siding, hardboard (masonite) siding, imitation brick or stoneroll siding, exposed concrete, cement blocks or logs.

Section 23. Application of this Article:

- A. This Article shall apply to any additions of land to Catawba Hills subsequently made subject to this Declaration and the terms and provisions of any supplemental declaration.
- B. Repainting and re-roofing shall require the approval of the ARC (but not minor repairs).
- C. As to any additional property in Catawba Hills governed by a supplemental declaration that includes an architectural control provision that affirmatively states that this Section of this Declaration shall not apply to the certain Lots governed by a subsequently created homeowner association, this Section shall have no force and effect, and the subsequently created association's architectural control committee shall instead serve as the ARC, as specified in and under the terms of the aforementioned supplemental declaration.

Section 24. Required Approval of ARC: In all events, no construction of Improvements shall begin without prior approval of the ARC.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members: The Declarant, for so long as it shall be an Owner, and every person or entity who is an Owner of a fee simple or undivided fee simple interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall automatically be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for Membership, and no Owner shall have more than one Membership per Lot, except as expressly provided hereinafter. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Association may promulgate reasonable rules relating to the proof of ownership of a Lot.

Section 2. Classes of Members and Voting Rights: The Association shall have two (2) classes of voting Members:

Class A: Class A Members shall be all those Owners with the exception of the Declarant and Builders. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the required ownership interest. When more than one person or entity holds the required ownership interest in a Lot, all such persons or entities shall be Members. The vote for each such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot and no fractional votes may be cast.

Class B: Class B Members shall be the Declarant and Builders. The Class B Members shall be entitled to three (3) votes for each Lot in which it holds the required ownership interest, provided that the Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

- a. The total number of votes outstanding in Class A Membership equals the total number of votes outstanding in the Class B Membership, provided that the Class B Membership shall be reinstated with all rights, privileges, responsibilities and voting power if, after conversion of the Class B Membership to Class A Membership as provided above, additional lands are annexed to Catawba Hills. Such an annexation may take place without the consent of the Members by the development of such additional lands and Phases of Catawba Hills by the Declarant;
- b. Seventy-five percent (75%) of all Lots of the Declarant and Builders are sold including those Lots in additional Phases which may be added from time to time by the Declarant; or
- c. December 31, 2015.

Section 3. Right of Declarant to Representation on Board of Directors of the Association: Notwithstanding anything contained herein to the contrary, until four (4) months after the Declarant and Builders shall have conveyed to Owners seventy-five percent (75%) of the Lots created within the Property of Catawba Hills and such other properties comprising subsequent Phases of Catawba Hills, Declarant, or its successors or assigns, shall have the right to designate and select at least two-thirds (2/3) of the members of the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on the Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed. Any Director designated and selected by the Declarant need not be an Owner. Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest. Similarly, Declarant, as a Member of the Association shall not be required to disqualify itself upon any vote upon or entrance into any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest.

ARTICLE VI

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: The Declarant, for each Lot owned by it, hereby covenants, and every Owner of any Lot subject to the provisions of this Declaration, by acceptance of a deed thereof, whether or not expressed in any such deed, is automatically deemed to covenant and agrees to pay to the Association:

- A. Annual assessments or charges as herein provided;
- B. Special assessments for capital Improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

All annual and special assessments on a Lot, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorney's fees (as provided in North Carolina General Statute §6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment became due. The personal obligation of an Owner for delinquent assessments shall pass to his successors or assigns in title pursuant to the provisions of North Carolina General Statute §47F-3-116.

Section 2. Purpose of Assessments:

- A. The assessments levied by the Association shall be used exclusively for the purposes of the general enhancement and promotion of Catawba Hills, including without limitation the recreation, health, safety and welfare of the Owners in Catawba Hills, the enforcement of these covenants and the rules of the Association, and in particular, the improvement and maintenance of the Common Areas and facilities thereon and any lighting on or near the streets in Catawba Hills (if such lighting would not be maintained by any governmental authority), the maintenance of landscaping, entrance treatments, and signage on Common Areas, the maintenance of insurance and for such other needs consistent with this Declaration as may arise.
- B. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the properties or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by an Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When an Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Catawba Hills.

Section 3. Annual Assessment: Until December 31 of the year of the conveyance of the first Lot to an Owner, the maximum annual assessment (sometimes herein referred to as the "regular rate") shall be Six Hundred and No/100 Dollars (\$600.00), payable as directed by the Board, the exact amount of which shall be determined from time to time by the Board in accordance with the following provisions:

- A. The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of the Association and may be increased by the Board effective January 1st of each year, without the vote of the members, by a percentage

which may not exceed the percentage increase reflected in the U.S. City Average, Consumer Price Index-United States (published by the U.S. Bureau of Labor Statistics, Washington, D.C.) or such index as may succeed the Consumer Price Index for the twelve (12) month period ending the immediately preceding July 1st, or by twenty percent (20%), whichever is greater.

- B. The maximum annual assessment for the second calendar year following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased no more than fifteen percent (15%).
- C. The Board, in its discretion, may require that the annual assessment be payable in such installments as it deems appropriate whether monthly, quarterly, semi-annually or annually and in advance, for each Lot.

Section 4. Special Assessment for Repairs: In the event any portion of the Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, employees, agents, or family members, the Association shall repair such damaged area in a good and workmanlike manner. The amount necessary for such repairs, labor and material, shall be a special assessment upon the Lot of said Owner.

Section 5. Special Assessments for Capital Improvements: In addition to the annual assessment authorized above, the Association may levy one or more special assessments applicable to that year only for the purpose of defraying the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members (as defined and determined in Section 2 of Article V) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance of the meeting.

Section 6. Special Individual Assessments: In addition to the regular annual assessments and the special assessments for capital improvements and/or repairs described above, the Association may levy, from time to time, on a particular Lot or Dwelling Unit rather than on all Lots, Dwelling Units or types of Lots or Dwelling Units in the Property, special individual assessments, immediately due and payable, consisting of any fines assessed by the Association under authority contained in the Bylaws, together with costs, fees and expenses (including reasonable attorneys' fees) incurred by the Association incidental to the enforcement of any rules and regulations, the collection of assessments (both annual and special) or the collection of damages or charges arising under the Bylaws.

Section 7. Uniform Rate of Assessment: Both the annual and special assessments (with the exception of the Special Assessment authorized by this Article) must be fixed at a uniform rate for all Lots and shall be collected as established by the Board of Directors.

Section 8. Date of Commencement of Annual Assessment; Due Dates: The annual assessment provided for herein shall commence being collected following the transfer of title to the Lot to the Owner. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto but failure to receive such notice shall in no way affect the obligation of each Owner therefor or the lien therefor as provided herein. The due dates and appropriate penalties for late payment shall be established by the Association. The Association, upon demand at any time, shall furnish a certificate in writing setting forth whether the assessments on a specified Lot have or have not been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of the status of the assessments due.

Section 9. Remedies for Non-Payment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law and the Owner shall pay a penalty of Twenty-five Dollars (\$25.00) per month or part thereof that the assessment remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest or foreclose the lien created herein in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of deeds of trust. Costs and reasonable attorney's fees (as set forth in Article VI, Section 1 above), of any such action shall be added to the amount of such assessment. The personal obligation for the delinquent assessment shall pass to the Owner's successors in title pursuant to the provisions of North Carolina General Statute §47F-3-116. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.

In the event it becomes necessary to file such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then and in that event, the Association shall be further empowered to execute on that judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

Failure of a Member to pay assessments shall not constitute a default under a privately insured mortgage with FHA, VA or HUD.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes: The Lien for the assessments provided for herein on any Lot shall be subordinate to the lien of any mortgage, deed of trust or purchase money deed of trust representing a first lien on said property and subordinate to ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien, provided, however, that the sale or transfer of any Lot pursuant to a decree of foreclosure on a mortgage thereon or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or liens arising from assessments thereafter becoming due.

Section 11. Reserve Fund: The Board, in establishing the annual budget for operation, management and maintenance of Catawba Hills, may designate therein a sum to be collected and maintained as a reserve fund.

Section 12. Declarant's Obligations for Assessments: As long as and whenever the Declarant owns five percent (5%) or more of the Lots in the Property for which no certificate of occupancy has been issued by Gaston County, the Declarant's obligation for assessments on unsold Lots subject to this Declaration will be limited to the difference between the actual operating costs of the Association and the assessments levied on the existing Members other than the Declarant. In no event, however, will the Declarant be required to make payment for assessments in any amount greater than twenty-five percent (25%) of the regular assessment rate on unsold Lots owned by Declarant; however, Declarant is herewith granted the option of either paying the aforesaid rate or paying the amount by which the CHHA fails to meet its operating expense obligations ("Deficiency Contribution"). Whenever the Declarant owns less than 5% of the Lots, Declarant shall pay assessments at the regular rate for each Lot owned by the Declarant, and the Declarant shall not have any obligation to make a Deficiency Contribution. The Declarant shall not be required to make any Deficiency Contribution upon the CHHA becoming self-sustaining and solvent.

Section 13. Builders' Obligations for Assessments: The assessments on Lots or Dwelling Units owned by Builders shall accrue annually at the regular rate applicable to Declarant (25% of the regular assessment rate) until Builder conveys title to an Owner.

Section 14. Initial Contribution to Capital: Owners, excluding Builders, shall pay, at closing with Builder, a capital contribution to the CHHA of \$150.00 for each Lot purchased. This contribution may be utilized by the CHHA as the Board deems proper for any CHHA expenses or reserves, and shall be in addition to the annual assessments.

ARTICLE VII

EASEMENTS

Section 1. Walkways, Driveways, Utilities, Etc.: Common Areas shall be subject to such easements for walkways, water lines, storm drainage facilities, gas lines, telephone and electric power line, cable television lines and other utilities, ingress, egress and regress and otherwise as shall have been established by the Declarant, whether by express written easement or by the recording of a plat dedicating an easement, and the Association shall have the power and authority to grant and establish such easements upon, over, under and across the Common Area as it deems fit and proper in its sole discretion.

Section 2. Easement to Governments and Utility Companies: An easement is hereby established for municipal, state or public utilities including cable television serving Catawba Hills, their agents and employees, over all Common Areas hereby or hereafter established for setting, removing, and reading utility meters, maintaining and replacing existing utility or drainage connections serving Catawba Hills, and acting with other purposes consistent with the public safety and welfare, including, without limitations, police and fire protection.

ARTICLE VIII

ADDITIONAL PROPERTY

Additions to Existing Property: Additional lands ("Properties") may become subject to this Declaration in the following manner:

- A. Name of Additional Land: The name of the Properties, "Catawba Hills," may be used by the Declarant to refer to other nearby or adjacent Properties not subject to this Declaration.
- B. Additional Land: During the period of development, the Declarant, its successors and assigns shall have the absolute right, without further consent of the Association or any Owner in any prior Phase of Catawba Hills, to bring contiguous Properties within the plan and operation of this Declaration, and such Properties may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions of such Properties authorized under this paragraph may increase the cumulative maximum number of Lots and Dwelling Units authorized in the Property and, therefore, may alter the maximum potential voting strength of the various types of membership of the Association, to which the Owner and the Association automatically and irrevocably consent upon purchase of a Lot.

The additions authorized under this and the succeeding subsection may be made by recording a Declaration of Covenants and Restrictions with respect to the additional property. The Declaration of the Covenants and Restrictions may contain such additions and/or modifications as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

- C. Mergers: Upon merger or consolidation of the Association with another association, as provided for in the Bylaws of the Association, its property rights and obligations may be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing Property, together with the covenants, conditions and restrictions established upon any other Properties, as one plan. No merger or consolidation shall result in any revocation, within the existing Property of the maximum limits on assessments and dues of the Association, or any

other matter substantially affecting the interests of Members of the Association.

ARTICLE IX **RECREATIONAL FACILITIES**

The Declarant may (but shall not be obligated to) construct recreational amenities, including without limitation tennis court(s), pool(s), clubhouse(s) serving the pool or tennis court, walking trails or bike paths, in any areas deeded or to be deeded to the Association for recreational Common Areas (the areas so designated and the improvements erected thereon referred to herein as the "Recreational Facilities"). Any such Recreational Facilities shall comply with all requirements of Gaston County ordinances and shall be provided for the benefit of all Owners of Lots, their tenants and guests within the Property. The Recreational Facilities shall be maintained as part of the Common Areas out of assessments imposed on all Owners who have the right of access to and the use of the Recreational Facilities. The Board shall have the right to form or hire an entity (the "Operator") which may be a separate corporation or other entity or a division of the Association, and assign to it the responsibilities of maintenance and operation of the Recreational Facilities upon such terms and conditions, not inconsistent herewith, as the Board may deem reasonably necessary. The Operator shall maintain and operate such portions of all Recreational Facilities as are designated to be maintained and operated by such Operator for the benefit of every Owner in good standing with the Association. The Association (by action of its Board) may require that all assessments hereunder be current in order for any Owner to enjoy the use of the Recreational Facilities. The Operator may impose reasonable regulations regarding the use of any such Recreational Facilities to assure accessibility, safety, harmony and preservation of any such Recreational Facilities. The Association reserves the right to revoke an assignment made by it to an Operator and to assume the operation of any such Recreational Facilities, on a membership basis, and to impose special fees, charges or assessments against the Owners with respect thereto. If the Association operates the said facilities, the cost of the management, operation, maintenance, repair, servicing, replacement and renewal of the Recreational Facilities shall be deemed Association expenses as to all Owners. For a period of one year after Class B membership has last terminated, the Declarant may increase annual assessments as reasonably required to help fund the management, operation, maintenance, repair, servicing, replacement and renewal of Recreational Facilities not previously included in the assessments budget, subject to the limitations on assessment increases set forth in Article VI.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Enforcement of Provisions: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Term and Amendment by Owners: The covenants, conditions, reservations and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public Improvements as herein provided. Notwithstanding anything contained in this Section, any amendment or termination of this Declaration which shall materially and adversely affect the validity or priority of the lien of or the rights of Institutional Lenders (as defined herein) holding mortgage loans on property located within Catawba Hills shall be required to have the prior approval of such Institutional Lenders and must be properly recorded.

Section 3. Amendment to Achieve Tax-Exempt Status: The Declarant, for so long as it shall retain control of the Board of Directors of the Association, and thereafter, the Board, may amend this Declaration as shall be necessary, in its opinion without the consent of any Owner, in order to qualify the Association for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Gaston County Registry.

Section 4. Amendment By Declarant. Notwithstanding any of the foregoing provisions, the covenants, conditions, reservations and restrictions of this Declaration and any restrictive covenants, which are recorded in the office of the Register of Deeds of Gaston County by the Declarant simultaneously with, or subsequent to, the recording of this Declaration, may be amended by the Declarant as it feels appropriate in its sole discretion, but not so as to change the general character and concept of Catawba Hills. This right to amend shall exist and continue until seventy-five percent (75%) of all Lots of the Declarant are sold, including those lots in any additional phases which may be added to Catawba Hills by the Declarant. Declarant, or its successor or assigns, shall be allowed to unilaterally make any amendments to this Declaration necessary, in Declarant's opinion: for compliance with laws or regulations relating to FHA, HUD, VA, the Federal National Mortgage Association or the Office of Interstate Land Sales; necessary to establish the nonprofit qualifications of the Association; to correct any discovered typographical error contained herein; to clarify any ambiguity contained herein; to comply with governmental regulations; to maintain the tax-exempt status of the Association; or to add or delete any incidental provisions deemed in the sold discretion of Declarant to be in the best interest of the Catawba Hills subdivision and the Owners therein. This right may be exercised, and shall be effective only upon the recordation of a "Corrected Declaration" in the Office of the Register of Deeds of Gaston County, which Corrected Declaration shall specifically reference this document and the provisions impacted. The Declarant may also amend this Declaration by filing an amendment in the Gaston County Register of Deeds, executed by only the Declarant, if at the time of the recording of the amendment the Declarant is still the sole owner of property (excluding streets and rights-of-way) in Catawba Hills. Such amendment need not be certified by the Association.

Section 5. VA and HUD Approval: In the event that any Owner hereafter finances its Lot or Dwelling Unit through a loan guaranteed or insured by the VA, the FHA or the HUD, or Lots within Catawba Hills which are approved by the VA, the FHA or the HUD as being eligible for such loans, then, until all Class B membership ceases to exist and be converted to Class A membership as provided herein, the approval of the VA, the FHA or the HUD shall be obtained, if and to the extent such approval is required, prior to: (i) the annexation of additional Properties to Catawba Hills subject to this Declaration; (ii) dedication of additional Common Areas other than Common Areas designated on existing Plats of Catawba Hills; and (iii) amendment of this Declaration.

Section 6. Certification and Recordation of Amendment: Any instrument amending this Declaration shall be delivered, following approval by the Owners (to the extent that Owners' approval is required by the provisions of this Declaration), to the Board of Directors. Thereupon, the Board shall, within thirty (30) days after delivery:

- A. Reasonably assure itself that the amendment has been duly approved by the Owners as provided in Section 2 of this Article.
- B. Attach to the amendment a certification as to its validity, which certification shall be duly executed by the officers of the Association.
- C. Within the aforesaid thirty (30) day period, to cause the amendment to be recorded in the Gaston County Registry.

Section 7. Effect and Validity of Amendments: All amendments shall be effective from the date of proper recordation in the Gaston County Registry. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors and executed by the appropriate officers of the Association and recorded as provided in this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment.

Section 8. Exchange of Common Area: Notwithstanding any provision herein to the contrary, it is expressly provided that the Association may exchange with the Declarant, as well as any other Owner, for fair value any portion of the Common Area previously conveyed to the Association for additional property to be added to the Common Area. Upon such exchange and conveyance, the area conveyed shall cease to be Common Area and shall cease to be subject to the provisions of this Declaration relating to the Common Area. Any area acquired by the Association pursuant to the foregoing language shall automatically become Common Area and shall be subject to the provisions of these covenants relating to the Common Area.

Section 9. Conflicts: In the event of any irreconcilable conflict between this Declaration and the Bylaws of the Association, the provision of this Declaration shall control. In the event of an irreconcilable conflict between this Declaration or the Bylaws of the Association and Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 10. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11. Contract Rights of Association: The undertakings and contracts authorized by the initial Board of Directors (including contracts for the management of Catawba Hills) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board duly elected by the Membership after the recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws, and provided further that any undertaking or contract entered into by the Association at a time the Declarant has the right to appoint a majority of the Board shall contain a provision reserving the right of the Association to terminate such undertaking or contract upon not more than ninety (90) days written notice to the other party(ies) thereto.

Section 12. Dissolution of the Association: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 13. Waiver of and Consent to Violations: The Declarant or ARC may waive any violation of these restrictions by an appropriate instrument where such violation is deemed insignificant.

Section 14. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the term set forth herein.

Section 15. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages for any such violation.

Section 16. Assignment by the Declarant: The Declarant shall have the right to assign its rights under this Declaration, in whole or in part, to any person or entity or Association within Catawba Hills by any express transfer of such rights, including but not limited to the right to transfer its powers to the ARC elected by the Association.

Section 17. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

Section 18. Notices to Declarant or ARC: Notices to the Declarant or the ARC shall be sent by certified mail, return receipt requested, to: Catawba Hills, LLC, Attn: Robert B. Dienst, P. O. Box 3010, Mooresville, North Carolina, 28117.

Section 19. Headings: Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

Section 20. Notices: Any notice required to be sent to any Member or Owner, under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, or deposited with an overnight courier (such as, but not limited to, Federal Express) and addressed to the person at the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. In the event a Member or Owner's address is absent from the Association's records, the notice may be sent to the address listed on the Gaston County tax records at the time of the mailing. The sender shall not be required to cause title to any Lot to be examined. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of that Lot.

[ADOPTION AND EXECUTION ON FOLLOWING PAGE.]

ARTICLE XI

ADOPTION and EXECUTION

IN WITNESS WHEREOF, the undersigned Catawba Hills, LLC, being the Declarant herein, has caused this instrument to be executed in its name as of the day first above written.

Catawba Hills, LLC

By: Robert B. Dienst
Robert B. Dienst, Manager

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Robert B. Dienst personally came before me this day and acknowledged that he is Manager of Catawba Hills, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

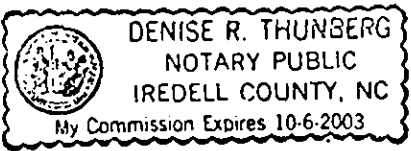
Witness my hand and official seal, this 6th day of August, 2003.

My Commission Expires:

Denise R. Thunberg
Notary Public

10-6-03

(seal)



NORTH CAROLINA, GASTON COUNTY
The foregoing certificate(s) of DENISE R. Thunberg
Notary Public of Iredell County, N.C. and _____
Notary Public of _____ is/are certified to be correct. This
instrument was presented for registration and recorded in this office in Book 3804
Page 872 this 21st day of August 2003 at 12:14 o'clock PM

ALICE B. BROWN REGISTER OF DEEDS Cheryl S. [Signature] Assistant/Deputy

CONSENT AND SUBORDINATION TO DECLARATION

First Indiana Bank, a Federal Savings Bank ("Lender"), owner and holder of a note secured by that certain Deed of Trust and Security agreement dated June 27, 2001, from Catawba Hills, LLC, ("Grantor"), as Grantor to John Beddow, as Trustee, for the benefit of Lender, recorded June 28, 2001, in Book 3266, at Page 252, in the Office of the Register of Deeds of Gaston County, North Carolina (the "Deed of Trust"), hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for Catawba Hills (the "Declaration") made by Grantor as the "Declarant" identified in the foregoing Declaration, and consents to the execution, delivery and recording of the foregoing Declaration, and agrees that any subsequent foreclosure of the Deed of Trust shall not extinguish the Declaration and that the Deed of Trust, the lien created thereby, and Lender's interests in the property described therein by virtue of the Deed of Trust are, and shall be, subject and subordinate to the Declaration and the provisions thereof, except and provided that the lien of assessments provided for in the Declaration shall be subordinate to the lien of the mortgages as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of the 11 day of August, 2003.

LENDER:

First Indiana Bank, a Federal Savings Bank

By: [Signature]

Title: Vice President

[Signature]
Witness

[Signature]
Witness

Return to: Homesley, Jones, Gaines, Dudley,
McLarkin & Donaldson, PLLC
40 Denise P.O. Box 3010
Mooresville, NC 28117

Phase 1-B

**SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF RESTRICTIVE COVENANTS OF
CATAWBA HILLS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION is made as of the date set forth below by Catawba Hills, LLC, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Catawba Hills ("Catawba Hills") subdivision ("Declaration") in Deed Book 3804, Page 872, *et seq.* in the Office of the Register of Deeds of Gaston County, North Carolina, on August 21, 2003, in which said Declaration the Declarant retained the right to amend and modify as set forth in Article X of said Declaration and to bring contiguous Properties within the plan and operation of the Declaration as set forth in Article VIII of the Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, the Declarant reserved the right (but without obligation) to add additional property ("Additional Property") to the development scheme established under the Declaration, and in doing so the Declarant reserved the right to record supplemental declarations ("Supplemental Declaration") as may be necessary to complete the development of the Catawba Hills property or any additional Phases added thereto;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends and modifies the Declaration and submits the Additional Property, which shall consist of those certain Lots numbered 25 through 35, 92 through 108, 112 through 136, 167 through 190, and 236 through 238, of Catawba Hills, Phase 1-B, which have been planned, platted and recorded in Map Book 67 at Page 94, 95 of the Gaston County Registry. Such Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and any and all Supplemental Declarations as have been submitted and as may be further submitted and supplemented from time to time, and the following additional provisions, all of which shall run with the title to the Additional Property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

**ARTICLE I
Definitions**

All terms defined as set forth in the Declaration and all Supplemental Declarations as have been amended are incorporated herein by reference, except that the definition, in Article I, Section 21, of "Plat" shall be amended to read as follows:

**BOOK 3868
PAGES 107 - 108**

Gaston County, NC
Recorded 11/04/2003 03:48:41pm
No 9999-00117897 1 of 2 pages
Alice B. Brown, Register of Deeds

RECORDING FEE 17.00

9999-00117897

3868 PG 108

Section 21. "Plat" shall mean and refer to those certain Maps of Catawba Hills Subdivision for any Phases of Catawba Hills as may be recorded in the Office of the Register of Deeds of Gaston County, North Carolina."

ARTICLE II
General Provisions

2.1 Binding Effect. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for the period of time as set forth in the Declaration, after which time they shall be extended as set forth in the Declaration and amendments.

2.2 Reservation of Declarant Rights. Notwithstanding any provision herein set forth, the Declarant shall and does hereby continue its reservation of all its rights as set forth in the Declaration, and nothing contained herein shall limit those said rights.

IN WITNESS WHEREOF, the Declarant hereby executes this instrument under seal by and through its duly authorized manager, this 23rd day of October, 2003.

DECLARANT: CATAWBA HILLS, LLC,
A North Carolina Limited Liability Company

By: Robert B. Dienst
Robert B. Dienst, Manager

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Robert B. Dienst personally came before me this day and acknowledged that he is Manager of Catawba Hills, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 23rd day of October, 2003.

Denise P. Thurnberg
Notary Public

My Commission Expires:
10-6-08



NORTH CAROLINA, GASTON COUNTY
The foregoing certificate(s) of Denise P. Thurnberg
Notary Public of Iredell Co, NC and _____
Notary Public of _____ is/are certified to be correct. This
instrument was presented for registration and recorded in this office in Book 3868
Page 107 this 23rd day of Nov 2003 at 3:40 o'clock P.M.

ALICE B. BROWN REGISTER OF DEEDS

Denise P. Thurnberg
Denise P. Thurnberg

Return to: Homesley, Jones, Gaines, Dudley,
McLurkin & Donaldson, PLLC
40 Denise P.O. Box 3010
Mooreville, NC 28117

**SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF RESTRICTIVE COVENANTS OF
CATAWBA HILLS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION is made as of the date set forth below by Catawba Hills, LLC, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Catawba Hills ("Catawba Hills") subdivision ("Declaration") in Deed Book 3804, Page 872, *et seq.*, in the Office of the Register of Deeds of Gaston County, North Carolina, on August 21, 2003, in which said Declaration the Declarant retained the right to amend and modify as set forth in Article X of said Declaration and to bring contiguous Properties within the plan and operation of the Declaration as set forth in Article VIII of the Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, the Declarant reserved the right (but without obligation) to add additional property ("Additional Property") to the development scheme established under the Declaration, and in doing so the Declarant reserved the right to record supplemental declarations ("Supplemental Declaration") as may be necessary to complete the development of the Catawba Hills property or any additional Phases added thereto;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends and modifies the Declaration and submits the Additional Property, which shall consist of those certain Lots numbered 25 through 35, 92 through 108, 112 through 136, 167 through 190, and 236 through 238, of Catawba Hills, Phase 1-B, which have been planned, platted and recorded in Map Book 67 at Page 94,95 of the Gaston County Registry. Such Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and any and all Supplemental Declarations as have been submitted and as may be further submitted and supplemented from time to time, and the following additional provisions, all of which shall run with the title to the Additional Property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

**ARTICLE I
Definitions**

All terms defined as set forth in the Declaration and all Supplemental Declarations as have been amended are incorporated herein by reference, except that the definition, in Article I, Section 21, of "Plat" shall be amended to read as follows:

**BOOK 3868
PAGES 107 - 108**

Gaston County, NC
Recorded 11/04/2003 03:40:41pm
No 9999-00117697 1 of 2 pages
Alice B. Brown, Register of Deeds

RECORDING FEE 17.00

9999-00117697

9K 3868 PG 108

"Section 21. "Plat" shall mean and refer to those certain Maps of Catawba Hills Subdivision for any Phases of Catawba Hills as may be recorded in the Office of the Register of Deeds of Gaston County, North Carolina."

ARTICLE II
General Provisions

2.1 **Binding Effect.** The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for the period of time as set forth in the Declaration, after which time they shall be extended as set forth in the Declaration and amendments.

2.2 **Reservation of Declarant Rights.** Notwithstanding any provision herein set forth, the Declarant shall and does hereby continue its reservation of all its rights as set forth in the Declaration, and nothing contained herein shall limit those said rights.

IN WITNESS WHEREOF, the Declarant hereby executes this instrument under seal by and through its duly authorized manager, this 23rd day of October, 2003.

DECLARANT: CATAWBA HILLS, LLC,
A North Carolina Limited Liability Company

By: Robert B. Dienst
Robert B. Dienst, Manager

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Robert B. Dienst personally came before me this day and acknowledged that he is Manager of Catawba Hills, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 23rd day of October, 2003.

Denise P. Thumberg
Notary Public

My Commission Expires:

10-6-08



NORTH CAROLINA, GASTON COUNTY

The foregoing certificate(s) of Denise P. Thumberg
Notary Public of Iredell Co, NC and
Notary Public of _____ is/are certified to be correct. This
instrument was presented for registration and recorded in this office in Book 3018
Page 107 this 23rd day of Nov 2003 at 3:40 o'clock P.M.

ALICE B. BROWN REGISTER OF DEEDS

Denise P. Thumberg
Notary Public