

STATE OF NORTH CAROLINA

COUNTY OF GASTON

DECLARATIONS OF RIGHTS, RESTRICTIONS,
EASEMENTS AND COVENANTS09/23/99 11:48AM 000000#2516
**15 Pat

DEED	\$16.00
***TOTAL	\$16.00
DEED	\$16.00
CHANGE	\$0.00

THIS DECLARATION is made into this the 21st day of September, 1999, by Sum-
Roc, Inc. of Gaston County, North Carolina hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, the Owners are seized of a certain tract or parcel of real property situated in Dallas Township, Gaston County, North Carolina, which has been subdivided into various lots as shown and described on that certain map or plat prepared by Lineberger Surveying & Mapping entitled SUMMEY KNOLL SUBDIVISION, PHASE V, a copy of which is duly recorded in the Office of the Register of Deeds for Gaston County in Plat Book 60 at Page 27 to which reference is hereby made; and

WHEREAS, it is the intention of the Owners to sell the various lots as shown on the foregoing recorded Plat and it is in the best interest of the Owners as well as each and every person who shall hereinafter purchase and acquire any lot within the subdivision, to impose these Declarations of Rights, Restrictions, Easements and Covenants, which shall be binding upon all future owners of said lots.

NOW, THEREFORE, the Owners hereby covenant with all persons, firms or corporations hereinafter acquiring any lot as shown on the recorded plat shall be subject to the following Declarations of Rights, Restrictions, Easements and Covenants, which are hereinafter referred to as "Restrictions and Covenants":

SECTION ONE

LAND USE.

Each of the numbered lots shown on the foregoing recorded Plat shall be known and described as residential lots and no lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any of the foregoing lots other than one detached single family dwelling, not to exceed two and one-half stories in height and must be stick built, no modular or manufactured homes will be allowed. A lot may not be subdivided for the purpose of creating another lot. No lot or any portion of a lot shall be used for a street or roadway to provide access to any adjoining property unless the same is owned by the undersigned Owners.

The exterior of each residential structure erected, altered or placed on any of the foregoing lots shall consist of either: Brick, Vinyl, Paintable Structure OSB Board, Masonite or Cedar siding (Stained and/or Sealed). The Architectural Review Committee shall approve all exterior materials and color selections being used prior to commencement of construction.

BUILDING SPECIFICATIONS FOR DWELLING AND GARAGE.

Each dwelling constructed on a lot shall have at least twelve hundred (1200) square feet of heated area, exclusive of porches, carports, garages and storage areas. Multilevel dwellings must have at least eight hundred (800) square feet of heated floor space on the ground level. Each dwelling constructed on a lot must have a minimum of a 6/12-roof pitch. Each dwelling constructed on a lot between twelve hundred (1200) square feet and fourteen hundred (1400) square feet shall have at least an attached single car garage of a minimum size of 14'x 20'. Detached Garages are permitted, however, it must conform to the architectural design of the principal dwelling and shall not be for more than two cars. Exterior of any garage must match the exterior (material and color) of the principal dwelling on said lot. Plans for the location and construction of a detached garage must be approved before construction begins. Under no circumstances shall a garage be used for any business or commercial use or contain any use that would be an annoyance or nuisance to the surrounding property owners or in any way detract from the appearance of the subdivision.

BUILDING TIME.

After the purchase of any lot, the lot may remain vacant for an indefinite period of time so long as the lot conforms to the lot appearance section of these restrictions. However, when construction has begun on any said lot, there shall be a period of one (1) year from the beginning of construction to the completion of construction under which the home shall be built.

ACCESSORY BUILDINGS.

In addition to a detached garage, one (1) accessory building may be constructed on each lot subject to these Restrictions and Covenants. An accessory building for lawn and gardening items, tools and ordinary (non-vehicular) storage purposes shall be allowed. The Architectural Review Committee prior to construction must approve the plans and architectural design of the accessory building. All accessory buildings shall conform to the architecture of the principle dwelling, exterior of any accessory building

RECORDING FEE 16.00

must match the exterior (material and color) of primary dwelling. One exception, if exterior of principal dwelling is constructed of brick, accessory building shall match the trim of principal dwelling. All accessory buildings must be constructed on either a concrete slab or masonry foundation to match the foundation of primary dwelling on said lot and shall be located at the rear of the principal dwelling constructed on the lot. Under no circumstances shall an accessory building be used for any business or commercial use or contain any use that would be an annoyance or nuisance to the surrounding property owners or in any way detract from the appearance of the subdivision. Any accessory building constructed on any lot shall not exceed two hundred and twenty five (225) square feet in size.

BUILDING SETBACKS.

No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the recorded Plat. In addition, an accessory building shall not be located on any lot nearer than ten (10) feet to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling. The Architectural Review Committee shall approve the location of the dwelling on a lot prior to commencement of construction.

In the event any dwelling is placed upon more than one lot as shown on the aforesaid subdivision plat, then the combination of said lots shall be considered as one lot and these Restrictions and Covenants shall apply to said lots in combination as if the same were only one lot. The interior lot line easement shall not affect the construction of the dwelling on a combination of two or more lots unless the same is then in use otherwise the interior line easement shall be deemed to be vacated.

EASEMENTS.

Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded Plat and along any natural drainage way, which may exist within the subdivision. The Owners reserve and do hereby grant unto any governmental agency or utility company the right to cut within the areas designated for drainage and utility purposes, trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide for the economical and safe utility installation and/or maintain reasonable standards of drainage and appearance. Drainage flow shall not be obstructed from the drainage and utility easements as designated on the above recorded Plat.

SECTION TWO

APPROVAL TO BUILD.

Prior to the commencement of construction of any dwelling or accessory building, the owner of the lot and/or the owner's contractor shall submit for review and approval by the Architectural Review Committee, the following items: construction plans and specifications, a detailed site plan showing all of the proposed improvements including, but not limited to, the location of the dwellings, garage and driveway.

Plans, specifications and materials submitted to the Architectural Review Committee must be submitted in duplicate and the Architectural Review Committee for future reference shall retain one copy. A representative of the Architectural Review Committee shall advise the applicant of its decision in writing within ten (10) business days from receipt of a completed duplicate set of plans, specifications and other documents which are submitted to the Architectural Review Committee for its review.

The ARCHITECTURAL REVIEW COMMITTEE shall consist of at least two (2) members, one (1) of which shall be Elizabeth S. Barker and the other being a representative appointed by Elizabeth Barker. The Architectural Review Committee shall have the right to establish and levy a fee to cover the Committee's cost for reviewing the plans and/or specifications as outlined herein, and to cover the Committee's cost of employing an architectural consultant for assistance in reviewing the documents should the Committee deem the same to be necessary.

The purpose of the Architectural Review Committee is:

1. To approve all building plans, including complete construction drawings of any proposed dwelling or other accessory building to be constructed on any lot within the subdivision.
2. To approve the site plan and the exact location of the proposed dwelling on a specific lot as well as the location of the driveways serving as a means of access to the proposed dwelling.
3. To approve the plans for any proposed remodeling or alteration to the exterior of an existing dwelling or accessory building.
4. To approve all aspects of the outward appearance of the proposed dwelling as well as any accessory building to be constructed on a lot.
5. To carry out all other duties set forth in the Agreement.

The main purpose of the Architectural Review Committee is to insure a quality of design and to enhance and protect the value, desirability and attractiveness of all properties within the subdivision for the benefit of all property owners, prospective property owners.

A majority of the members of the Architectural Review Committee shall constitute a quorum of the Committee, and a quorum of the members of the Committee shall be empowered to make all decisions which shall be by a simple majority vote. The initial members comprising the Architectural Review Committee shall serve for a period of five (5) years or until the proposed Subdivision is completed, whichever event occurs first. Thereafter, Committee members shall be elected each year in January by the Owners. In the event of a death or resignation of any member serving on the Architectural Review Committee during the initial five (5) year term, the Owners shall have full authority to designate a successor.

A majority of the members of the Architectural Review Committee may appoint a representative to act on their behalf and the members of the Architectural Review Committee and/or their designated representative shall serve without compensation.

SECTION THREE

DRIVEWAYS & WALKS.

All driveways and walkways shall be constructed of concrete.

FENCES AND CLOTHESLINES.

All fences must be split rail with or without wire mesh. Each fence must be situated at the rear of the dwelling, may not extend or be closer to the street than the back rear corners of the dwelling or nearer than twenty-five (25) feet to a side street property line and must be installed outside of any drainage or utility easements. Clotheslines are not permitted in the subdivision.

ANTENNAS AND RECEIVING UNITS.

No radio or television aerial or antennae shall be installed on any dwelling or lot. Satellite receiving units or dishes of no more the eighteen (18") inches in size are permitted. A receiving unit twelve (12") inches or less in diameter may be attached to the dwelling. All other receiving units must be located on the rear portion of the lot and the same may not be elevated more than three (3) feet off the ground.

MAILBOXES.

If a mailbox has been provided by Owner or Builder, replacement of the original mailbox must be with the identical mailbox, if available or a comparable box if original box has been discontinued. Replacement mailboxes must be purchased from Builder or specified vendor.

TREES.

In order to preserve the natural environment within the subdivision, no one shall be permitted to cut or remove a tree greater than six (6") inches in diameter at a location that is measured twelve (12") inches from the ground without first securing the Architectural Review Committee's consent, which shall not be unduly withheld if the same is necessary to complete the construction of a dwelling on said lot or necessary to install utilities within the areas designated for drainage and utility purposes.

TRUCKS, RECREATIONAL VEHICLES, BOATS AND HORSE AND WORK TRAILERS.

All vehicles shall be parked in an orderly and neat fashion only on existing concrete drive, attached concrete pull off or enclosed garage. No truck larger than a one (1) ton pickup truck shall be permitted to remain parked on any lot whatsoever except for a moving van or delivery vehicle carrying out its normal function of business. Horse trailers, work trailers or stored vehicles are not permitted on any lot. One (1) recreational vehicle is allowed on each lot provided it is parked on concrete driveway or attached concrete pull off or in enclosed garage. In no case should any recreational vehicle be used as a residence on said property. One (1) boat may be parked on existing concrete drive or attached concrete pull off or in enclosed garage provided the boat is situated on a boat trailer and provided further the same is covered with a canvas cover.

All vehicles maintained on any lot must be operable and the same must be registered properly, insured and have a current license plate. Under no circumstances shall any junk, stripped, non-operational or abandoned vehicles be permitted to remain on lot or within the confines of subdivision. No major mechanical repair work shall be performed on any lot. Minor mechanical repair work on any motor vehicle or pleasure boat shall be done in an enclosed garage and shall not be visible from the street.

PARKING.

On street parking is not permitted and all of the owner's vehicles shall be parked or kept on the owner's concrete drive; attached concrete pull off of existing concrete drive or garage.

SWIMMING POOLS.

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Above ground swimming pools may not be installed or maintained on any building lot. In ground pools are permitted provided the same are located in the rear portion of said lot and shall have concrete decking surrounding the pool. Any lot containing an in ground swimming pool must be fenced in with type of fence allowed in Restrictions and Covenants.

FUEL TANKS AND SIMILAR STORAGE RECEPTACLES.

Fuel tanks or similar storage receptacles shall not be placed or installed or maintained on any lot within the subdivision. Natural gas, underground lines, will be available within the entire subdivision.

MOTOCYCLES, MINI-BIKES, GO-CARTS AND ALL-TERRAIN VEHICLES.

Motorcycles, mini-bikes, go-carts and similar all-terrain vehicles may not be operated on any developed or undeveloped lot or on any street within the subdivision except for the sole purpose of providing the operator with a means of transportation to and from the operator's residence and a designated location. Joy riding of motorcycles, mini-bikes, go-carts or similar all-terrain vehicles within the subdivision is prohibited.

SIGNS.

Except as permitted herein, no sign of any type shall be displayed or placed on any building lot except "For Rent" or "For Sale" signs. Said signs shall not exceed three (3) square feet in size or extend more than three (3) feet above the surface of the ground. Only one such sign shall be erected on each lot. Nothing contained in this paragraph shall prevent any contractor, lending agency or real estate brokerage firm from placing a sign on a lot during the course of construction of a dwelling and all such signs shall be removed from the lot prior to the time the owner takes possession of said dwelling.

UTILITIES.

All telephone or electrical service and other utility service lines shall be buried at the expense of each lot owner from the service junction to the owner's dwelling or accessory building. This provision shall not apply to temporary service poles or lines needed during the course of construction of a dwelling or accessory building.

LOT APPEARANCE.

Every lot owner must keep his property well groomed and maintained prior to, during and after construction. Lot owner's must keep their respective lots clear of debris during construction and must keep adjacent roadways clear. Each lot owner shall be responsible for the maintenance of the grass along the street right of way line up to the paved road surface.

SEWAGE DISPOSAL.

Municipal sewage lines will supply sewage disposal to the subdivision, eliminating the need for a septic tank system. Owner/Developer to supply sewer tap. Each lot owner will be responsible for the expense to connect sewer from tap to the owner's dwelling.

WATER SUPPLY.

Municipal water lines will supply water to the subdivision, eliminating the need for a well. Owner/Developer to supply water tap and meter bases. Each lot owner will be responsible for the expense to connect water from meter base to the owner's dwelling.

GARBAGE.

After the erection of any dwelling on any lot within the subdivision, the lot owner shall keep and maintain covered garbage containers, which shall be permanently situated so that the same shall not be visible from any street or other residence. Each lot owner shall be responsible for arranging for the removal of the owner's household garbage until such time as a municipality assumes responsibility of removing said garbage.

ANIMAL CONTROL.

Animals such as livestock, poultry and swine are not permitted to be raised or kept on any lot subject to these Restrictions and Covenants, however, this provision shall not apply to dogs, cats or other household pets which may be maintained provided the same are not breed, kept or maintained for commercial purposes and provided further that their activity or existence is in no way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish the enjoyment and use of other property within the neighborhood. All dogs must be kept on a leash and each owner thereof shall comply with the leash law as adopted by Gaston County or such other appropriate governmental authority.

SECTION FOUR

VARIANCE.

The Architectural Review Committee shall have full authority and power at any time in the future to amend these Restrictions and Covenants so as to make them inapplicable to unintentional violations of a minor nature. Any unintentional violation of the setback line requirements of not more than fifteen (15%) percent shall be considered of a minor nature. In addition, the Architectural Review Committee shall have the power to and may allow reasonable variances and adjustments to the Restrictions and Covenants in order to overcome practical difficulties and prevent unnecessary hardships. Any variance granted by the Architectural Review Committee must be reduced to writing and designated as an Amendment to this Declaration.

SECTION FIVE

HOMEOWNERS ASSOCIATION.

No Homeowners Association shall be allowed until the entire scheme of development as shown on the recorded Plats referenced herein above together with any adjacent areas comprising all phases of the Summey Knoll Subdivision has been completed and all lots sold therein by Owner/Developer.

AMENDMENTS.

In addition to the provisions in Section Four above, any or all of the provisions of these Restrictions and Covenants may be annulled, amended, or modified at any time by the filing in the Gaston County, North Carolina Register of Deeds Office of an instrument setting forth such annulment, amendment or modification is executed by at least seventy-five (75%) percent of the then recorded owners of the lots subject to the terms of these Restrictions and Covenants.

VIOLATIONS.

In the event any lot owner or any lot owner's heirs, successors and assigns violate or attempt to violate any of the terms and conditions contained herein, it shall be lawful for any person or persons owning real estate covered by this instrument, individually or in conjunction with the Architectural Review Committee to persecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent the individual or entity from violating said covenant or to receive damages or such other relief as the Court may deem proper, including reasonable attorney's fees for the prosecution of such action.

SECTION SIX

INVALIDITY OF A PROVISION.

The invalidation of any covenant or building restriction herein set forth by any Court shall in no way affect any other provision herein which shall continue to remain in full force and effect until modified or altered, amended or deleted as provided above.

CAPTIONS.

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of the Declaration and do not in any way limit or amplify the terms or provisions.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: Sum-Roc, Inc.
Elizabeth S. Barker
(President)

ATTEST: Richard Stephen Summey
Secretary (Corporate Seal)



NORTH CAROLINA, Gaston County.
I, a Notary Public of the County and State aforesaid, certify the Richard Stephen Summey
personally appeared before me this day and acknowledged the he is
Secretary of Sum-Roc, Inc. a North Carolina corporation, and that by
Authority duly given and as an act of the corporation, the foregoing instrument was signed in its
Name by its Elizabeth S. Barker President, seated with its corporate seal and attested by him
As its Secretary,
Witness my hand and official stamp or seal, this 23rd day of Sept., 1999.
My commission expires: 10/27/2001
Norma K. McKee
NOTARY PUBLIC

NORTH CAROLINA, GASTON COUNTY

The foregoing certificate(s) of Norma K. McKee Notary Public of Gaston County

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 2993 Page 722
this 23rd day of September, 1999 at 11:18 o'clock A.m.

ALICE B. BROWN, REGISTER OF DEEDS
By: Cheryl R. Olliverson Deputy/Aest.

STATE OF NORTH CAROLINA,

COUNTY OF GASTON

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**AMENDMENT TO
DECLARATIONS OF RIGHTS, RESTRICTIONS,
EASEMENTS AND COVENANTS**

DEED	\$12.00
***TOTAL	\$12.00
CHECK	\$12.00
CHANGE	\$0.00

THIS AMENDMENT is entered into this 14th day of March, 2000 by Sum-Roc, Inc.; and Castlegate Construction Company, both North Carolina Corporations, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, the officers of Sum-Roc, Inc. executed a Declaration of Rights, Restrictions, Easements and Covenants Agreement regarding the Summey Knoll Subdivision as evidenced by that instrument recorded in the Gaston County Registry in Book 2993 at Page 722; and

WHEREAS, the officers of Sum-Roc, Inc. provided in Section Five of the Declarations a method to annul, amend or modify the Restrictions provided at least seventy-five (75%) percent of the record owners of the lots join in the execution of the proposed amendment or modification; and

WHEREAS, the undersigned own more than seventy-five (75%) percent of the lots subject to the Declarations of Rights, Restrictions, Easements and Covenants as evidenced by that instrument recorded in Book 2993 at Page 722; and

WHEREAS, the undersigned Owners desire to amend the foregoing Declarations of Rights, Restrictions, Easements and Covenants set forth in Book 2993 at Page 722 to provide the following:

In Section Three - Fences and Clotheslines.

The provisions in Section Three captioned Fences and Clotheslines is deleted in its entirety and the following is substituted in its place:

All fences must be constructed from one of the following: split rail wood with or without wire mesh, wood privacy, polyvinyl or ornamental premier aluminum. Portable or temporary dog lots/kennels are not permitted in the subdivision; however, invisible fences for dogs will be allowed. Each fence must be situated at the rear of the dwelling and the same may not extend or be closer to the front street than the back rear corners of the dwelling. The owner of any dwelling bordering on a side street may not extend the fence nearer than twenty-five (25) feet from the

centerline of the road. Fences must be installed outside of any drainage or utility easement. Clotheslines are not permitted in the subdivision. Any record owner of a lot on which a house has been constructed prior to the recorded date of this amendment will be subject to the existing provisions of Section Three captioned "Fences and Clotheslines" as set forth in that instrument recorded in Book 2993 at Page 722.

Except as amended herein, all of the remaining provisions of the Declarations of Rights, Restrictions, Easements and Covenants as evidenced by that instrument recorded in the Gaston County Registry in Book 2993 at Page 722 shall remain in full force and effect.

This Amendment is executed pursuant to Section Five of the foregoing Declarations.

IN WITNESS WHEREOF, the corporate owners have caused this amendment to be executed by its officers pursuant to authority duly given and the individual Owners have set their hands and seals to this instrument the year and date first above written.

SUM-ROC, INC.

By: Charlotte S. Barker

President

Richard S. Summer
Secretary



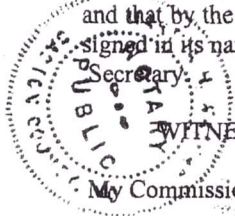
CASTLEGATE CONSTRUCTION
COMPANY

By: [Signature]

President

STATE OF NORTH CAROLINA,
COUNTY OF GASTON.

I, a Notary Public of the County and State aforesaid, certify that Richard Stephen Summey personally appeared before me this day and acknowledged that he is Secretary of **Sum-Roc, Inc.** and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its sealed with its corporate seal and attested by him as its Secretary.



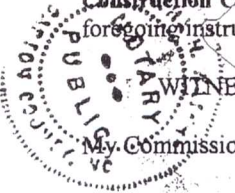
WITNESS my hand and official stamp or seal, this the 30th day of March, 2000.

My Commission Expires: 2-15-2002

Martha H. Waters
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF GASTON.

I, a Notary Public of the County and State aforesaid, certify that Robert Wesley Huffstetler personally appeared before me this day and acknowledged that he is President of **Castlegate Construction Company**—and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as President and sealed with its corporate seal.



WITNESS my hand and official stamp or seal, this the 30th day of March, 2000.

My Commission Expires: 2-15-2002

Martha H. Waters
Notary Public

NORTH CAROLINA,
GASTON COUNTY.

The foregoing certificates of Martha H. Waters,
Notary Public/s of Gaston County, North Carolina, is/are certified to be correct. Filed for registration at 3:18 o'clock P M. on the 30 day of March, 2000 and recorded in Book 3068 at Page 291 in the Gaston County Registry.

This 30th day of March, 2000.

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

BY: Alice B. Brown
Assistant/Deputy