



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Robert & Paulette Inman

AUCTION LOCATION - Online only at www.themclemoregroup.hibid.com

AUCTION END DATE - Thursday, November 12th, 2020 at 12:00 PM (EST)

AUCTIONEER — Dan McLemore (Auctioneer) and Kayla Carder (Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St.; Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering +/- .83 acre Lot in the Rock Barn Country Club Community – Conover, NC

Legal Description – LOT C 4C PL 14-52 ROCK BARN PL 14-52

Deed Book 2882 Page 256 Parcel ID #: 3752075943480000

2531 Eagle Drive NE Conover, NC 28613

General Terms and Conditions

10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close on or before December 14th, 2020. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION - Register for online only auction at www.TheMcLemoreGroup.com.

Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on Thursday November 12th, 2020 ending at 12:00PM EST. Final high bid plus 10% Buyer's Premium will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus 10%

Buyer Premium. Purchaser will be required to make a \$5,000 Earnest Money Deposit and close on or before Monday December 14th, 2020.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a \$5,000 Earnest Money on or before November 13th, 2020. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by General Warranty Deed, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "{Attendees}") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

AERIAL IMAGE

ONLINE AUCTION ENDING NOVEMBER 12, 2020

@ 12PM EST

www.unitedcountrycharlotte.com



The McLemore
Group



AREA MAP

ONLINE AUCTION ENDING NOVEMBER 12, 2020

@ 12PM EST

www.unitedcountrycharlotte.com



**The McLemore
Group**



LOCATION MAP

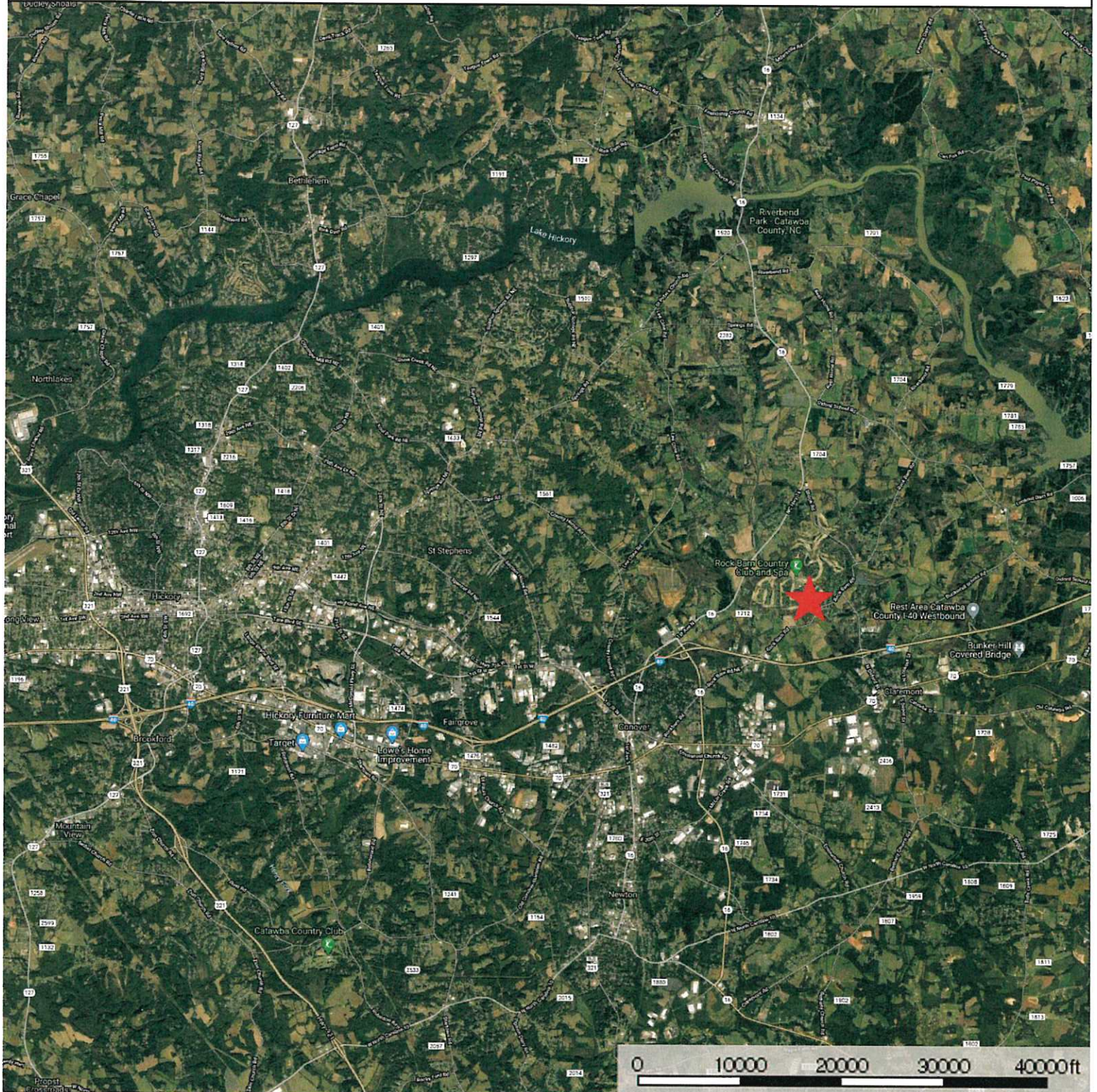
ONLINE AUCTION ENDING NOVEMBER 12, 2020

@ 12 PM EST

www.unitedcountrycharlotte.com



The McLemore
Group



2531 Eagle Dr Ne, Conover, NC 28613, Catawba County



Beds N/A	Bldg Sq Ft N/A	Lot Sq Ft 36,155	MLS List Price \$115,000
Baths N/A	Yr Built N/A	Type RES-NEC	MLS List Date 08/26/2019

OWNER INFORMATION

Owner	Inman Robert F	Tax Billing Zip	
Co-Owner	Inman Paulette S	Tax Billing Zip+4	
Tax Billing Address		Owner Occupied	No
Tax Billing City & State			

LOCATION INFORMATION

School District	Newton-Conover City	Zoning	R-20
Subdivision	Rock Barn Club Of Golf	Zoning Description	Residential-R-20
Township	Clines	Neighborhood Code	71-71
Census Tract	101.01	Topography	Rolling/Hilly
Carrier Route	R086		

TAX INFORMATION

Parcel ID	3752075943480000	Lot #	4
Block #	C		
Legal Description	LOT 4 4C PL 14-52 ROCK BARN P L 14-52		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	\$76,400	\$85,900	\$85,900
Assessed Value - Land		\$85,900	\$85,900
YOY Assessed Change (\$)	-\$9,500	\$0	
YOY Assessed Change (%)	-11.06%	0%	
Market Value - Total	\$76,400	\$85,900	\$85,900
Market Value - Land		\$85,900	\$85,900
Tax Year	Total Tax	Change (\$)	Change (%)
2017	\$571		
2018	\$571	\$0	0%
2019	\$508	-\$63	-11.06%

CHARACTERISTICS

Land Use - Universal	Residential (NEC)	Lot Frontage	150
Land Use - County	Residential	Lot Depth	232
Lot Acres	0.83	Water	Public
Lot Sq Ft	36,155		

SELL SCORE

Rating	Moderate	Value As Of	2020-09-13 23:07:34
Sell Score	580		

ESTIMATED VALUE

RealAVM™	\$117,100	Confidence Score	56
RealAVM™ Range	\$94,851 - \$139,349	Forecast Standard Deviation	19
Value As Of	10/03/2020		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing #	3544493	MLS Current List Price	\$115,000
MLS Status	Active	MLS Orig. List Price	\$115,000
MLS Status Change Date	09/29/2020	Listing Agent Name	98367-Dan Mclemore
MLS Listing Date	08/26/2019	Listing Broker Name	UNITED COUNTRY RE-THE MCLE MORE GROUP

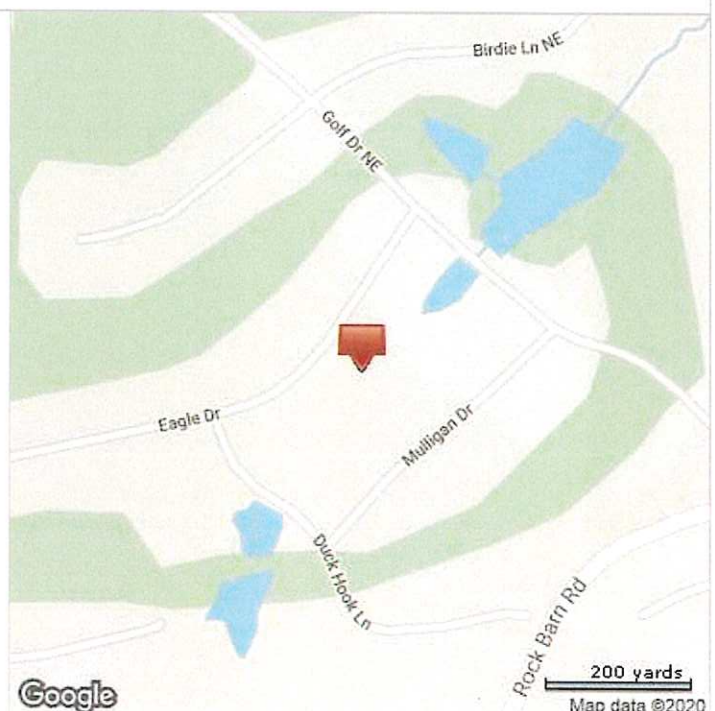
MLS Listing #	3202652	3071270	706615	9534316
MLS Status	Expired	Expired	Closed	Closed
MLS Listing Date	07/31/2016	03/19/2015	08/24/2007	08/16/2007
MLS Listing Price	\$114,900	\$114,900	\$119,000	\$119,000
MLS Orig Listing Price	\$114,900	\$114,900	\$129,000	\$129,000
MLS Close Date			12/14/2007	12/14/2007
MLS Close Price			\$100,000	\$100,000
MLS Expiration Date	01/31/2017	03/18/2016	01/16/2008	01/16/2008

LAST MARKET SALE & SALES HISTORY

Sale Date	12/11/2007	Co-Owner	Inman Paulette S
Recording Date	12/14/2007	Seller	Kay L David & Karen R
Sale Price		Deed/Page	2882-156
Owner	Inman Robert F	Deed Type	Warranty Deed

Sale Date	12/11/2007		
Recording Date	12/14/2007	03/30/2004	
Sale Price			
Buyer Name	Inman Robert F & Paulette S	Kay L D & Karen R	Reinhardt Ralph J
Seller Name	Kay L David & Karen R	Reinhardt Ralph J	Owner Record
Deed/Page	2882-156		1503-821
Document Type	Warranty Deed	Deed (Reg)	Deed (Reg)

PROPERTY MAP



*Lot Dimensions are Estimated

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **375207594348**
 Parcel Address: 2531 EAGLE DR NE
 City: CONOVER, 28613
 LRK(REID): 67712
 Deed Book/Page: 2882/0156
 Subdivision: ROCK BARN CLUB OF GOLF
 Lots/Block: 4/ C
 Last Sale: on 2007-12-14
 Plat Book/Page: 14/52
 Legal: LOT 4 4C PL 14-52 ROCK BARN PL 14-52
 Calculated Acreage: .830
 Tax Map: 3212 03004
 Township: CLINES
 State Road #:

Tax/Value Information: Tax Rates(pdf)

City Tax District: All in County
 County Fire District: CLAREMONT RURAL
 Building(s) Value: \$0
 Land Value: \$76,400
 Assessed Total Value: \$76,400
 Year Built/Remodeled: /
 Current Tax Bill

Miscellaneous:

Building Permit Address Search for this parcel.
 If available, Building Permits for this parcel. Septic links are not permits.
 Septic Final Permits prior to 08/2018, contact Environmental Health.
 Building Details
 WaterShed: WS-IV Protected Area
 Voter Precinct: P6/ Voting Map
 Parcel Report Data Descriptions

Owner Information:

Owner: INMAN ROBERT F
 Owner2: INMAN PAULETTE S
 Address:
 Address2:
 City:
 State/Zip:

School Information:

School District: NEWTON CONOVER
 Elementary School: SHUFORD
 Middle School: NEWTON CONOVER
 High School: NEWTON CONOVER
 School Map

Zoning Information:

Zoning District: COUNTY
 Zoning1: R-20
 Zoning2:
 Zoning3:
 Zoning Overlay: WP-O
 Small Area: ST STEPHENS/OXFORD
 Split Zoning Districts: /
 Zoning Agency Phone Numbers

Firm Panel Date: 2007-09-05
 Firm Panel #: 3710375200J
 2010 Census Block: 2025
 2010 Census Tract: 010101
 Agricultural District: PROXIMITY

[List all Owners](#)
[Deed History Report](#)
[Assessment Report](#)

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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2882
0156

BK 2882 PG 0156

FILED
CATAWBA COUNTY
DONNA HICKS SPENCER
REGISTER OF DEEDS

FILED Dec 14, 2007
AT 04:49:42 pm
BOOK 02882
START PAGE 0156
END PAGE 0157
INSTRUMENT # 32030
EXCISE TAX \$200.00
BR

NORTH CAROLINA GENERAL WARRANTY DEED

Parcel Identifier No. 3752-07-59-4348 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Young M. Smith, Jr., 225 Fourth Street, NW, Hickory, NC 28601

This instrument was prepared by: Young M. Smith, Jr., 225 Fourth Street, NW, Hickory, NC 28601

Brief description for the Index: LT 4, BLK C, SEC 2, ROCK BARN CLUB OF GOLF

THIS DEED made this 11th day of December, 2007, by and between

GRANTOR

L. David Kay and wife,
Karen R. Kay
3677 Lyle Creek Ave., NE
Conover, NC 28613

GRANTEE

Robert F. Inman and wife,
Paulette S. Inman
P.O. Box 470788
Charlotte, NC 28247-0788

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, _____ Clines _____ Township, _____ Catawba _____ County, North Carolina and more particularly described as follows:

Being all of Lot 4 in Block "C" of Rock Barn Club of Golf, Section 2, as shown on a plat recorded in Plat Book 14 at Page 52, Catawba County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2564 page 383.

A map showing the above described property is recorded in Plat Book 14 page 52.

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: Restrictive covenants recorded in Bk 968, Pg 50, Bk 969, Pg 23, Bk 2399, Pg 1931, Bk 2648, Pg 1499, and all street and utility easements and rights of way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

L. David Kay (SEAL)
L. David Kay

By: _____
Title: _____

Karen R. Kay (SEAL)
Karen R. Kay

By: _____
Title: _____

(SEAL)

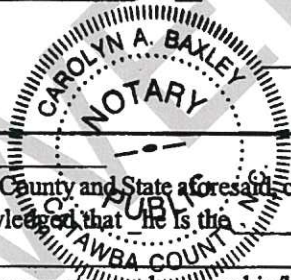
By: _____
Title: _____

(SEAL)

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that L. David Kay and wife, Karen R. Kay personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 11th day of December, 2007

My Commission Expires: October 10, 2010



Carolyn A. Baxley
Notary Public Carolyn A. Baxley

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

CATAWBA COUNTY HEALTH DEPARTMENT

posted

Telephone: (828) 465-8270 TDD: (828) 465-8200

WLS # C4-00171

Improvement Permit: ☒ AC ☐ Repair Permit ☐ Operation Permit ☐ System Type ☐ Well Permit ☐ Replacement Well
Owner/Agent DAVID KAY Phone
Address Subdivision Rock Barn

Lot Size 100 yds on left Directions: Rock Barn Rd - enter Rock Barn Gully - L Eagle Drive
Section/Block/Phase Lot # 4

Facility: House ☒ Mobile Home ☐ Business ☐ Multi-family ☐ Property Address 2531 Eagle Drive Concord
Other: Pin Number 3752 0769 4348

Bedrooms 3 # Seats # Employees Zoning Approval #
Application Rate -0.35 GPD Flow 360

Hot Tub or Spa yes/no Special Fixtures Basement yes/no 100% Repair Area yes/no
Basement Plumbing yes/no Water Supply: Private Well ☐ Public ☒ Semi-Public ☐

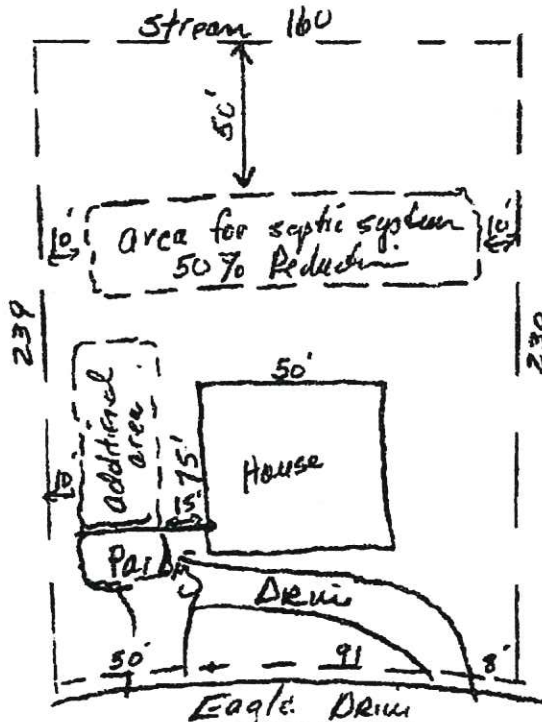
Type of System: Trench ☐ Bed ☐ Pump ☐ Pump/Panel ☐ Panel ☐ LPP ☐ Other 50% Reduction - Panel

Septic Tank Size Pump Tank Size Nitrification Field: Total Square Feet Depth of Stone

Bed Size Trench Width Total Length of All Trenches Number of Trenches

Trench Length Feet on Center Maximum Trench Depth Distance of Nearest Well
DO NOT INSTALL SEPTIC WHEN WET *WELL RECORD REQUIRED AT COMPLETION*

Topo 3 % Slope
Texture CLAY
Structure B-SAB
Clay Min. 1:1
Soil Wetness
Soil Depth 48
Restrict. Hoz. at
Available space yes/no
Overall Class S PS U
Comments:



Filter Required
Riser required when
tank is more than 6
inches deep.

NO GUARANTEE OR WARRANTY IS IMPLIED OR GIVEN AS TO THE PERFORMANCE OR LENGTH OF TIME THIS SYSTEM WILL FUNCTION

*Improvement Permit has no expiration date and is transferable, but may be revoked if site plans or intended use changes for the proposed facility. An Authorization to Construct is valid for (5) five years from date issued and is not transferable. Well Permit valid for 5 years provided site conditions do not change. Well location, installation, and protection must meet state and local regulations, and must be inspected and approved by a representative of the Catawba County Health Department before any portion of the installation is put into use. The siting of the well by the Health Department staff is to provide protection from known possible sources of contamination. No volume of water is guaranteed at any site by the Health Department.

Permit Date 3-17-09 EHS Stephen R. Jones
Owner/Agent David Kay Septic Tank Installed By Date
EHS Well Installed By Well Grout Approval Date Well Head
Approval Date Date Sample Collected
Date of Results Results EHS

White - Office Yellow - Owner/Agent Pink - Building Inspection Authorization to Construct

North Carolina, Catawba County

The following certificate of...

KATHERINE B MOOSE

Notary Public, is certified to be correct. Presented
for registration and recorded

March 15, 2005 12:53:02 pm

Book 02648 Page 1499

Donna Hicks Spencer

Register of Deeds Catawba County, North Carolina

By:

Irene Stephens

Deputy/Assistant Register of Deeds

007116

Prepared by: ✓ Monroe Pannell and Charles R. Young, Attorneys (final – 10-27-04)

FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
"AMENDED AND RESTATED DECLARATION
OF
ROCK BARN PROPERTY OWNERS' ASSOCIATION, INC."

(THE DECLARATION)

SAME BEING RECORDED BOOK 2399 PAGE 1931
CATAWBA COUNTY REGISTRY

Article 1

Adoption of this First Amendment and Supplemental Declaration

This First Amendment and Supplemental Declaration was duly adopted by the Association by an affirmative vote or written agreement signed by at least 67% of the Lot Owners entitled to vote on Association matters. This First Amendment and Supplemental Declaration was initially adopted by the Board of Directors of the Association in October 2004 and submitted to the Lot Owners for their approval on February 15, 2005.

Article 2

The Amendments

1. Exhibit A of the Declaration is deleted in its entirety and substituted in its place is Exhibit A attached to this First Amendment.

~~2. Section 2.2 of the Declaration is amended in its entirety to read as follows:~~

The Rock Barn Planned Community is located in Catawba County, North Carolina, and is more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

Article 3

Supplemental Declaration

1. Acting pursuant to authority of Article 13 (and any other authority that may exist under the Declaration or the Bylaws) the Board of Directors approved and submitted for approval by the Lot Owners this Supplemental Declaration.
2. Developer (Rock Barn Properties, Inc.) owns real property, some of which is described on Exhibit A herein, as well as "Remaining Property" more particularly described on Exhibit B attached hereto and incorporated herein by reference.
3. Developer, or its predecessor in interest, has made or will make improvements to its Remaining Property and the Rock Barn Planned Community by constructing certain "Club Facilities." "Club Facilities" shall mean and refer to the Jones golf course, the Jackson golf course, clubhouse, pro shop, swimming pool, tennis courts, spa, lodge, and any other associated or similar facilities now or hereafter constructed, privately owned by Developer and operated by Developer on a membership basis or otherwise as determined by Developer.
4. The Developer now requests that the Association approve all Club Facilities in place as of August 1, 2004. Acting pursuant to the authority given under Article 13 (and any other authority that may exist under the Declaration or the Bylaws), the Club Facilities in place as of August 1, 2004, are approved by the Board and the Lot Owners.
5. By adoption of this First Amendment and Supplemental Declaration the Remaining Property owned by the Developer is not now subject to the Declaration.
6. The Developer, by joining in this First Amendment and Supplemental Declaration, submits its Remaining Property to the following covenants: (a) Before constructing Club Facilities or any improvement requiring a permit (issued either by the controlling local government authority or if required by law, agency or agencies of the State of North Carolina) the Developer will submit any plans for such Club Facilities or other improvement to the controlling local governing authority or state agency, if necessary, for approval as required by statute or ordinance; (b) Should at any time the Remaining Property be developed for residential occupancy then that part of the Remaining Property so developed shall be submitted to the Declaration.

Article 4

Club Facilities

Notwithstanding anything contained herein to the contrary, the ownership of a Lot or membership in the Association does not in any way confer any ownership interest in or any easement or right to use the Club Facilities, and no such interest, right, easement or right of use is created under this First Amendment and Supplemental Declaration by implication.

Article 5

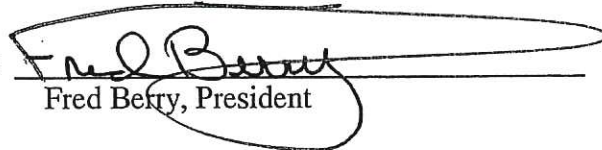
Miscellaneous

Except as amended by this First Amendment and Supplemental Declaration the "Amended and Restated Declaration of Rock Barn Property Owners' Association, Inc." shall remain in full force and effect.

This the 15th day of February, 2005.

ROCK BARN PROPERTY OWNERS'
ASSOCIATION, INC.

BY:



Fred Betry, President

ROCK BARN PROPERTIES, INC.

BY:



Donald C. Beaver, Chairman
Board of Directors

NORTH CAROLINA

CATAWBA COUNTY

I, Katherine B. Moose, a Notary Public for said County and State, do hereby certify that FRED BERRY personally came before me this day and acknowledged that he is the President of ROCK BARN PROPERTY OWNERS' ASSOCIATION, INC., and acknowledged, on behalf of ROCK BARN PROPERTY OWNERS' ASSOCIATION, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th day of ^{March}~~February~~, 2005.



OFFICIAL SEAL
North Carolina • Catawba County
KATHERINE B. MOOSE
NOTARY PUBLIC

Katherine B. Moose
NOTARY PUBLIC
My Commission Expires: 7-19-07

NORTH CAROLINA

CATAWBA COUNTY

I, Katherine B. Moose, a Notary Public for said County and State, do hereby certify that DONALD C. BEAVER personally came before me this day and acknowledged that he is the Chairman of the Board of Directors of ROCK BARN PROPERTIES, INC., and acknowledged, on behalf of ROCK BARN PROPERTIES, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th day of ^{March}~~February~~, 2005.



OFFICIAL SEAL
North Carolina • Catawba County
KATHERINE B. MOOSE
NOTARY PUBLIC

Katherine B. Moose
NOTARY PUBLIC
My Commission Expires: 7-19-07

PART ONE:

BEING all of the Lots as shown on the following plats recorded in the Catawba County Register of Deeds:

Plat Book 14 Page 52	Plat Book 14 Page 128
Plat Book 14 Page 149	Plat Book 15 Page 133
Plat Book 15 Page 138	Plat Book 17 Page 48
Plat Book 18 Page 192	Plat Book 19 Page 40
Plat Book 21 Page 28	Plat Book 22 Page 261
Plat Book 25 Page 71	Plat Book 26 Page 134
Plat Book 32 Page 173	Plat Book 34 Page 192
Plat Book 36 Page 79	Plat Book 36 Page 100
Plat Book 36 Page 193	Plat Book 38 Page 171
Plat Book 39 Page 195	Plat Book 49 Page 151
Plat Book 55 Page 189	Plat Book 34 Page 193

Including also the following described property:

That Real Property described in Deed recorded in Book 966 at Page 647 and Book 1601 at Page 749, Catawba County Registry.

That Real Property described in Deed recorded in Book 1097 at Page 526, Catawba County Registry.

That Real Property described in Deed recorded in Book 1181 at Page 125, Catawba County Registry.

That Real Property described in Deed recorded in Book 1396 at Page 281, Catawba County Registry.

EXHIBIT A

PART TWO:

BEING all of the publicly dedicated roads as shown on the following plats:

Plat Book 14 Page 52	Plat Book 14 Page 128
Plat Book 14 Page 149	Plat Book 15 Page 133
Plat Book 15 Page 138	Plat Book 17 Page 48
Plat Book 18 Page 192	Plat Book 19 Page 40
Plat Book 21 Page 28	Plat Book 22 Page 261
Plat Book 25 Page 71	Plat Book 26 Page 134
Plat Book 32 Page 173	Plat Book 34 Page 192
Plat Book 36 Page 79	Plat Book 36 Page 100
Plat Book 36 Page 193	Plat Book 38 Page 171
Plat Book 39 Page 195	Plat Book 49 Page 151

PART THREE:

TOWNHOUSE PROPERTY

- A. BEING all of the individual Townhouse Lots shown on Plat Book 24 at Page 159, Plat Book 25 at Page 199, Plat Book 28 at Page 35, Plat Book 28 at Page 139, Plat Book 29 at Page 50, Plat Book 30 at Page 101, Plat Book 31 at Page 29, Plat Book 36 at Page 119, Catawba County Registry.
- B. BEING all of the Common Area shown on the above referenced plats, same being owned by the Rock Barn Townhouse Association, Inc.

PART FOUR:

LESS AND EXCEPTED FROM THE ABOVE (PART ONE) IS THE FOLLOWING DESCRIBED PROPERTY:

- a. Lots 1, 2, 3, and 4, Plat Book 25 Page 71.
- b. Lot 26, Plat Book 55 Page 187. Also shown as Lot 26 Plat Book 25 Page 71.
- c. Lot 2, Plat Book 55 Page 188. Also shown as Lot 2 Plat Book 49 Page 151.
- d. Lots 30, 31, and 32, Plat Book 25 Page 71. Also shown on Plat Book 55 Page 190.

Remaining Property:

All real property owned by the Developer described in the deed from Rock Barn Club of Golf, Inc., to Rock Barn Properties, Inc., dated July 14, 1980, recorded July 15, 1980, in Book 1236 at Page 9, excepting any Lot which the Developer owns and described in PART ONE of Exhibit A.

MYDOCUMENTS\MAIN\ROCKBARN\1-5-05SUPPLEMENTALDECLARATION

FILED
CATAWBA COUNTY
RUTH MACKIE
REGISTER OF DEEDS

BOOK 2399 PAGE 1931

FILED Oct 11, 2002
AT 09:15:23 am
BOOK 02399 PAGE 1931

Ruth Mackie
RUTH MACKIE, REGISTER OF DEEDS

The foregoing certificate(s) of
LINDA H TEN KATE

notary/notaries public
is/are certified to be correct.
Ruth Mackie
RUTH MACKIE Register of Deeds

Prepared by Ted Mitchell Ret to: Robert Patineh
4055 GOLF DR
CONOVER NC 28613

03310'7 AMENDED AND RESTATED DECLARATION
OF
ROCK BARN PROPERTY OWNERS' ASSOCIATION, INC.

Article 1

Submission to North Carolina Planned Community Act

The real property and improvements, which comprise Rock Barn, a planned community, are hereby submitted to the provisions of the North Carolina Planned Community Act, N.C. Gen. Stat. §§ 47F-1-101 et seq., referred to hereinafter and in the Bylaws as the "Planned Community Act", in accordance with the provisions of the Planned Community Act and particularly as is permitted by N.C. Gen. Stat. § 47F-1-102(d). Submission of the governance, administration, and operation of the Rock Barn planned community to the North Carolina Planned Community Act is for the benefit of all owners at Rock Barn and to allow the owners to take advantage of the expanded statutory basis for the governance of planned communities offered by the Planned Community Act.

Article 2

Description of planned community

Section 2.1 Name. The name of the planned community is Rock Barn (sometimes referred to herein as "Rock Barn" or the "planned community").

Section 2.2 Location. The Rock Barn planned community is located in Catawba County, North Carolina. Metes and bounds, graphic descriptions, and plans of the improvements

(a) Expenses of administration, maintenance, repair or replacement of the common elements;

(b) Expenses defined, referred to, or declared to be common expenses by the Documents or by the Planned Community Act;

(c) Expenses agreed upon as common expenses by the Association;

(d) Such reasonable reserves as may be established or allocated by the Association, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association; and

(e) Expenses levied against or which may be allocated to any particular lot and lot owner for fines, late charges, interests, costs of collection, and attorney's fees.

Section 3.8 **Common expense liability** means the liability for common expenses allocated to each lot as permitted by the Planned Community Act, the Declaration, Bylaws, or otherwise by law.

Section 3.9 **Declaration** means this Amended and Restated Declaration of planned community for Rock Barn Property Owners' Association, Inc., and including any duly recorded amendments to the Declaration and the covenants and restrictions therein.

Section 3.10 **Developer** means Rock Barn Properties, Inc.

Section 3.11 **Documents** mean the Declaration, Plats and/or Deeds recorded and filed for real property making up the planned community, the Articles of Incorporation of Rock Barn Property Owners' Association, Inc., the Bylaws, and the Rules and Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is part of that Document.

Section 3.12 **Limited common element** means a portion of the common elements allocated by the Declaration for the exclusive use of one or more but fewer than all of the lots, including, but not limited to those areas so designated, if any, in any Plats filed as exhibits to the Original Declaration and any supplements thereto, which are hereby incorporated by reference and those common elements so designated in Article 6 of this Declaration.

Section 3.13 **Lot** means the physical portion of the planned community designated for separate ownership or occupancy by a lot owner.

BOOK 2399 PAGE 1935
Section 3.23 Resident means and includes owners, their immediate family members, tenants, and lessees.

Section 3.24 Resident lot means a developed lot in the planned community on which a home or residence has been constructed, likewise, a Non-resident lot means an undeveloped lot in the planned community.

Section 3.25 Roads, rights-of-way and driveways means as follows:

(a) "Roads" means rights-of-way dedicated for common travel into or out of Rock Barn, any street or road that serves the Association property. However, said definition of roads does not include private driveways or any lamps or light posts which may be placed along said roads.

(b) "Road Maintenance" means paving and snow removal of non-public roads, curbing, and mowing eight (8) feet of mow-able rights-of-way of undeveloped lots on which assessments are being paid, and the repair, replacement or installation of drains in the streets. However, road maintenance does not include the replacement or repairs of structures in right-of-ways, culverts and pipes under the roads, dams, bridges, street lights, landscaping, or those damages caused by Developer as set forth in Article 13.

(c) These limitations shall not preclude the use of assessments as referred to in Article 11 and levied hereunder for maintenance of roads and streets within the planned community, even though same have been dedicated to the public.

(d) "Rights-of-way" means those roads shown on Catawba County plat maps. Rights-of-way planted after 1993 must meet Catawba County requirements.

(e) "Driveway" means a private road leading to one or more lots.

Article 4

Lots

Section 4.1 Lot descriptions. There are currently four hundred and twelve (412) separate lots in this planned community. These lots are shown and described on plats recorded in the Catawba County Registry of Deeds as set forth in Exhibit A.

Section 4.2 Allocated interests. The allocated interest in the common expense liability of and votes in the planned community association for each lot is equal. The owners

devoted to the common use and enjoyment of the owners of specifically designated lots to the exclusion of the common use and enjoyment of other owners of lots in the planned community. The owners of the specifically designated lots shall have a right to and easement of enjoyment in and to the particular limited common elements and such easement shall be appurtenant to and shall pass with every such specifically designated lot.

Section 6.2 **Construction and maintenance.** The Association may designate certain property as limited common elements for the benefit of a particular area or for the benefit of particular classes of membership. The Association may also, but shall not be required to, restrict the right of owners of lots in specific areas from using some or all of the common elements. Maintenance, capital improvements, operation, taxes, and other expenses incident to these limited common elements, shall be the obligation of the owners of the lots entitled to the use and enjoyment of the particular limited common elements. If owners in a certain area are restricted in their use of common elements, then the Association shall determine an equitable allocation of the dues and assessments charged or chargeable by the Association for use and maintenance of its various common elements so that such owners will be chargeable only with the share allocable to the common elements benefiting them.

Section 6.3 **Description of limited common elements.** The streetlights bordering the road in the west nine section of the planned community are limited common elements as defined herein.

Article 7

Use Restrictions and Purpose

Section 7.1 **Residential.** Each of the lots in the planned community shall be, and the same hereby are, restricted exclusively to single-family residential use and shall be occupied only by a single family, its nurses, aides, servants, or caretakers, and guests.

Section 7.2 **Restrictions in general.** The lots and common elements of the planned community are subject to the restrictions contained in this Declaration and as may be set forth in the Bylaws and Rules and Regulations of the Association. All owners and other persons are subject to these restrictions and subject to the enforcement sanctions as are set forth in the Planned Community Act, this Declaration, and Bylaws.

Section 7.3 **Business activities.** No business activities shall be conducted on any portion of the planned community, however, private offices may be maintained in residences constructed on lots so long as such use is incidental to the primary residential use of the lot and is

community and is necessary for the protection of the lot owners and is enforceable by the Board of Directors.

Section 7.7 Animals. No animal shall be kept on the planned community, except normal, household pets ordinarily kept in homes. Such pets shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions, or other nuisance. No savage or dangerous animal shall be kept or permitted on the planned community. No pets may be permitted to run loose upon the common elements, and any lot owner who causes or permits any animal to be brought or kept upon the planned community shall indemnify and hold the Association harmless for and from any loss, damage, or liability which it sustains as a result of the presence of such animal on the planned community, regardless of whether the Association or the Board of Directors has given its permission therefor. Whenever such pet is allowed outside the lot, then the pet must be on a leash and the owner must immediately collect any animal droppings, which occur during such time as the pet is outside the lot.

Section 7.8 Access to lots. The Association or its agent shall have access to each lot from time to time during reasonable working hours, upon oral or written notice to its owner, as may be necessary for the maintenance, repair, or replacement of any of the common elements, including limited common elements. The Association or its agent shall also have access to each lot at all times without notice as may be necessary to make emergency repairs to prevent damage to common elements, to another lot, or to the lot itself.

Section 7.9 Subdividing. Except as provided for herein, no lot may be divided or subdivided into smaller lots, nor any portion thereof sold or otherwise transferred, without first amending the Declaration to show the changes in the lots to be affected thereby; provided that any amendment to this Declaration providing for the subdivision into smaller lots must be approved by sixty-seven percent (67%) of the lot owners entitled to cast votes.

Section 7.10 Nuisances. No nuisances shall be allowed upon the planned community and no person shall engage in any use, practice, or activity upon such property which is noxious, offensive, or a source of annoyance to lot owners or which reasonably interferes with the peaceful possession and proper use of the property by any lot owner, including but not limited to the proper and safe operation of septic systems. The Board of Directors, in its sole discretion, shall have the power and authority to decide what acts or actions constitute a nuisance. Furthermore, all parts of the planned community shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist. Any lot owner (or his family, tenants, guests or agents) who shall dump or place any trash or debris upon any portion of the planned community shall be liable to the Association for the actual cost of removal thereof and the same shall be added to and become a part of the

(b) Signs as may be required by legal proceedings. BOOK 2399 PAGE 1941

(c) Real estate signs, including but not limited to "for sale" signs and "for rent" signs, shall be placed only on the property that is for sale or rent and no more than three (3) signs per property shall be posted;

(d) Property identification signs are allowed. However, property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without written permission of the Board of Directors.

Aside from these exceptions, the Board will not grant permission for signs, advertisements, notices or other commercial signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Furthermore, owners and contractors must maintain all signs in an upright, orderly fashion. In its sole discretion, the Board of Directors may have signs erected on the common elements for identification or for such other purposes, as the Board finds necessary.

Section 7.18 General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete rules and regulations applicable to the lots, common elements, or planned community as a whole as long as such rules and regulations comply with the existing Declaration, Bylaws and the North Carolina Planned Community Act. Such regulations and use restrictions shall be binding upon all owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by the vote of owners holding a majority of the total votes in the Association. Such rules and regulations may be enforced by the Association in accordance with the North Carolina Planned Community Act, the Declaration and By Laws, to include but not be limited to the imposition of monetary fines and penalties.

All lot owners, tenants, mortgagees, and occupants of lots shall comply with the Declaration, Bylaws, and Rules and Regulations. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a lot constitutes agreement that the provisions of the Planned Community Act, the Declaration, Bylaws, and Rules and Regulations are accepted by, ratified by, and are binding on all lot owners, tenants, mortgagees, occupants and their guests and invitees.

Article 8

Insurance

Board of Directors at least annually to conduct an insurance review to determine that the policies in force are adequate to meet the risks of the Association. Such a responsibility may be performed and shall be deemed reasonably performed by the Board requesting the Association's insurance agent to verify insurance policies in existence to meet the needs of the Association. All insurance shall run to the benefit of the Association, the respective lot owners, and their respective mortgagees as their interests may appear. Policies may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining the amount of coverage.

Section 8.6 **Other insurance.** The Board of Directors shall obtain as a common expense:

- (a) Worker's Compensation Insurance if and to the extent necessary to meet the requirements of North Carolina law;
- (b) Officers and Directors Liability Insurance in such amount as the Board may determine. Such insurance shall contain a cross liability endorsement; and
- (c) Such other insurance as the Board of Directors may determine to be necessary.

Article 9

Damage, Repair and Reconstruction

Section 9.1 **Duty to repair.** In the event that all or any part of the common elements of the planned community shall be damaged or destroyed, such lots and common elements shall be repaired or replaced and proceeds of insurance shall be used and applied in accordance with the provisions of Section 47F-3-113 of the Planned Community Act.

Section 9.2 **Repair and reconstruction.** The Board of Directors or its duly authorized agents shall arrange for and supervise the prompt repair and restoration of the damage.

Article 10

Easements and Additional Rights

Section 10.1 **Owner' easement of enjoyment.** Every owner shall have a right and easement of enjoyment in, to and over the common elements, and the easement granted herein

common elements in the performance of their duties. Further, an easement is hereby granted to the Association, its respective officers, agents and employees, and to any management company selected by the Association to enter in or to cross over the common elements provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, drains, electrical lines, water lines, or other utilities may be installed or relocated on said property except as approved by the Board of Directors. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this article should in no way affect any other recorded easement on the planned community.

Article 11

Assessment and Collection of Common Expenses

Section 11.1 **Purpose of assessments.** The assessments for common expenses as described in Section 47F-3-115 of the Planned Community Act and as otherwise provided for in the Documents shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of lots in the planned community as may be more specifically authorized from time to time by the Board.

Section 11.2 **Apportionment of common expenses.** Except as set forth in this Article, common expenses shall be assessed on all lots in accordance with the allocated interests in the common expenses as set forth in this Declaration.

Section 11.3 **Common expenses attributable to fewer than all lots.** If a common expense is caused by the misconduct of a lot owner, the Association may assess that expense exclusively against that lot owner's lot. Likewise, fees, charges, late charges, fines, all collection costs, including reasonable attorney's fees actually incurred and interest charged against a lot owner pursuant to the North Carolina Planned Community Act, the Declaration, Bylaws and Rules and Regulations are enforceable as common expense assessments.

Section 11.4 **Lien for assessments.**

(a) Any assessment levied against a lot remaining unpaid for a period of 30 days or longer shall constitute a lien on that lot when filed of record in the Office of the Clerk of Court of Catawba County in the manner provided in Section 47F-3-116(g) of the North Carolina Planned Community Act. The Association may foreclose the lien in like manner as a mortgage on real

general operating reserve, and reserves for contingencies and replacements. The Board shall cause the budget and the annual assessments to be levied against each lot for the coming fiscal year. Within 30 days after adoption of any proposed budget for the planned community, the Board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than ten (10) not more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget and the assessment(s) established therefrom are ratified unless rejected by a vote of a majority of all the lot owners entitled to vote and in attendance at the meeting, whether in person or by proxy. In the event that the membership rejects the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 11.6 **Personal liability of lot owners.** The owner of a lot at the time any common expense assessment or portion thereof is due and payable is personally liable for such assessment, for any interest, if applicable, and for all costs of collection including, but not limited to, reasonable attorney's fees actually incurred. In addition to lien rights described in Section 11.4 above, the Association has the right to bring a separate collection action to enforce the personal liability of lot owners to pay assessments.

The grantee(s) of a lot shall be jointly and severally liable with the grantor owner for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors in its discretion.

Section 11.7 **No waiver of liability for common expenses.** No lot owner may exempt himself or herself from liability for payment of the common expenses by waiver of the use or enjoyment of the common elements or by abandonment of the lot against which the assessments are made.

Section 11.8 **Special assessments.** Special assessments may be approved at the annual meeting or at a special meeting duly called for that purpose. Any and all special assessments shall be approved by an affirmative vote of sixty seven percent (67%) of all the lot owners entitled to vote and in attendance at the meeting, whether in person or by proxy. Upon approval by the Association, the Board of Directors shall levy the special assessment:

of the Association's next fiscal year and must be accompanied by adequate documentation to substantiate their request. Any City Property Tax Credits shall become effective the first day of the Association's next fiscal year. In its sole discretion, the Board of Directors shall determine whether the Credit should be applied based on the written request and the supporting documentation provided.

The following three lot numbers 3, 4, and 5 which front Rock Barn Road recorded in Carawba County Records in Plat Book 14, Page 52, Block A will be charged assessments at the rate of fifty percent (50%) of the full assessment amount.

Article 12

Association of lot owners

Section 12.1 Association authority. The Association shall manage and administer the planned community and shall have all powers and duties granted to it in the Planned Community Act and the Documents.

Section 12.2 Association membership. All lot owners by virtue of their ownership of a lot in the planned community are members of the lot owners' Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Planned Community Act and the Documents, such owners shall be entitled to one (1) vote for each lot in which they hold the interest required for membership.

Section 12.3 Powers and duties. Acting by and through its Board of Directors and/or its membership in accordance with the provisions of the Documents, the Association shall have the powers and duties necessary for the administration of the affairs of the planned community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for common expenses for lot owners;

(p) Exercise all other powers that may be exercised in this State by non profit corporations; and

(q) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 12.4 Right to assign future income. The Association may assign its future income, including its right to receive and collect common expense assessments, only by the affirmative vote of owners of lots to which at least a majority of the votes in the Association are allocated at a meeting called for that purpose.

Section 12.5 Additions and alterations by the Board of Directors. Whenever, in the judgment of the Board of Directors, the common elements shall require additions, alterations, or improvements costing in excess of two percent (2%) of annual budget during any period of twelve (12) consecutive months, and the making of such additions, alterations, or improvements shall have been duly approved by sixty-seven percent (67%) of the membership at a special or annual meeting or by written consent, the Board of Directors shall proceed with such additions, alteration, or improvements and shall assess all owners for the cost thereof as a common expense. Any additions, alterations or improvements costing less than two percent (2%) of the annual budget during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the owners and the cost thereof shall constitute part of the common expense. Notwithstanding the foregoing, if, in the opinion of a majority of the members of the Board of Directors, such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of the owner or owners requesting the same, such requesting owners shall be assessed and pay therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Article 13

Developer Exceptions

Section 13.1 Developer exceptions. As the Association desires to provide for the possible addition of contiguous properties to the planned community and also to ensure the enforcement of the North Carolina Planned Community Act, the Declaration, the Bylaws and Rules and Regulations to any additions, the Developer of the Rock Barn planned community, as defined herein, shall be entitled to the exceptions provided for herein under Article 13.

Section 13.2 Additions to property. Developer shall have the right to submit to this Declaration additional properties in future phases of the development, provided that such proposed additions shall be acceptable to the Board of Directors in its sole discretion.

Section 13.3 Easement for construction purposes. Developer shall have full rights of ingress and egress to and through, over and about the common elements during such period of time as the developer is engaged in any construction or improvement work on or within any additional phases to the Association. Developer shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc. that are being utilized. No owner, his guests or invitees shall in any way interfere or hamper Developer, his employees, successors or assigns, in connection with such construction. Likewise, it is understood and agreed that Developer's construction activities referred to herein shall not interfere with the quiet enjoyment of lots within the planned community.

Section 13.9 Construction damage. Developer shall be responsible for any and all damage to the Association's roads, or roads maintained by the Association, common elements or limited common elements created in the exercise of Developer's rights or exceptions provided under this Declaration.

Article 14

Leases and Sales

In order to assure a Community of congenial resident owners and thus protect the value of the lots, the sale or leasing of a resident lot by an owner shall be subject to the following provisions so long as the planned community shall be owned in accordance with the terms and conditions of the Declaration, Bylaws, Rules and Regulations and the Planned Community Act:

Section 14.1 Renting or leasing of resident lots. Resident lots may be rented only in their entirety; no fraction or portion may be rented. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year except by written permission of the Board of Directors in its sole discretion. All leases and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The lot owner must make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations. Lot owners must provide the Board with a copy of each lease agreement containing the lessee's relevant information, including but not limited to the name(s), permanent address and telephone of all lessees.

Any person other than the owner, for whom the owner receives any consideration or benefit, including a fee, service, gratuity, or emolument defines "Leasing" for purposes of this Declaration as regular occupancy of a resident lot. The lot owner is responsible for payment of all appropriate assessments to the Association during the term of the lease.

votes in the Association are allocated. The procedure for amendment shall follow the procedure set forth in Section 47F-2-117 of the Planned Community Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Catawba County, North Carolina.

Article 16

Architectural Control, Review, and Standards

Section 16.1 Architectural Standards Committee approval of structures. No structure shall be constructed or placed on a lot unless the property owner first obtains a certificate of Construction Approval from the Board of Directors, or the Architectural Standards Committee appointed by the Board ("ASC"). For example, no building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered on any lot until approval has been given by the Board, or the ASC. If the ASC is not appointed by the Board of Directors, all powers and obligations described under this Article shall be the responsibility of the Board.

Section 16.2 Application form. Applicant property owner must submit the following:

(a) A completed Architectural Committee application form signed by the applicant property owner. Clear, legible plan and elevation drawings of structure(s). A lot survey (or comparable, accurate drawing of the lot) showing location of proposed structure(s), drives and parking areas.

(b) Copies of the proposed building plans and specifications sufficient to show: the square footage of heated floor space, exterior dimensions and elevations, and finally, exterior materials, color and finish.

Upon receipt of a complete application, the ASC shall act upon it within ten (10) business working days. The ASC may approve it, reject it or request additional information or clarification. If the ASC does not respond within the specified period, the application shall be considered approved.

Section 16.3 Approval by the ASC. Refusal or approval of plans, location or specifications may be based by the ASC upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the ASC shall seem sufficient. No alterations may be made in such plans after approval except by and with the written consent of the ASC. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ASC. One copy of all plans, site plan and elevations shall be furnished to the ASC for its records.

Section 16.9 Maintenance and grounds. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event the owner of any residential lot permits any underbrush, weeds or the like to grow upon any lot to a height of eighteen (18) inches (except as part of a landscaping plan approved by the ASC), and on request fails to have the premises cut within thirty (30) days, the Association, acting by and through the Board of Directors, may enter upon said land to remove the same at the expense of the lot owner. The Association may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services. Finally, each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the street.

Section 16.10 Nuisances. In addition to those restrictions provided for in Article 7, no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises and no trucks, boats, boat trailers, campers, mobile homes, yard equipment, or tractors may be stored or regularly parked on the premises except in garage or well-screened area or enclosure.

The following must also be maintained in well screened areas or enclosures: pens, yards and houses for pets, garbage and trash cans and similar receptacles, above ground swimming pools and any other structures or objects determined by the ASC to be of an unsightly nature or appearance.

There shall not be maintained any plants, poultry, animals (other than household pets), device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 16.11 Tree removal. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the ASC unless located within ten (10) feet of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the ASC.

Section 16.18 Use of non-residential structures. No motor home, trailer, basement, tent, shack or garage erected or placed on any lot shall be used as a temporary or permanent residence.

Article 17

Maintenance Responsibility

Section 17.1 By the owner. Except as otherwise provided in Section 2 hereof, each lot owner shall maintain, repair, and replace at his expense all portions of his unit which become in need thereof. Each resident lot owner shall maintain, repair, and replace, when necessary, all damage to his residence and any other permanent structures located on the lot. All damages to the common elements intentionally or negligently caused by a lot owner, his family, guests, invitees, agents, servants, lessees, employees, or contractors shall be repaired promptly by such lot owner, except to the extent such damage is covered by hazard insurance required to be maintained by the Association, in which case the Association waives its right of indemnity to the extent of funds received paid pursuant to said insurance policy. If the lot owner defaults in his obligations herein and each default is not cured by him within fifteen (15) days from written demand by the Association, the same may be cured by the Association and the cost thereof shall be assessed against the unit owned by the subject lot owner. The owners shall be responsible for maintenance and repair to all utilities and services to the lots. Maintenance by a resident lot owner of any exterior structure shall be done in accordance with the applicable architectural standards set forth herein.

Section 17.2 By the Association. The Association shall maintain and keep in good repair, as a common expense, all of the common elements. Likewise, the Association shall be authorized to perform, after ten (10) days' notice to a lot owner, any maintenance upon a lot for which the owner is responsible and to charge the owner, as provided for assessments herein, with the actual costs of maintenance.

Section 17.3 Restrictions on lot owners. No lot owner shall perform or cause to be performed any maintenance, repair, or replacement work upon his lot which disturbs the rights of the other lot owners or jeopardizes the soundness or the safety of the common elements. If the lot owner shall cause any work so performed on the lot, which in the sole opinion of the Board violates the terms of this paragraph, it shall be immediately corrected and he shall refrain from recommencing or continuing any such work without written consent of the Board. A lot owner shall not repair, alter, replace, or move any of the common elements or limited common elements without the prior written consent of the Board.

Enforcement Powers

Section 18.1 Rules making authority. The planned community shall be used only for those uses and purposes set out in the Declaration and Bylaws. The Board of Directors shall have the authority to make, modify, repeal, and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of lots and the common elements, so long as copies of all such Rules and Regulations are furnished to all owners; provided, however, any Rule or Regulation may be repealed by the affirmative vote or written agreement of a majority of the total Association vote at an annual or special meeting. No rule or regulation shall be in conflict with either the Declaration or the Bylaws.

Section 18.2 Fining powers. Pursuant to Sections 47F-3-102(a)(11) and 47F-3-107.1 of the North Carolina Planned Community Act, after notice and an opportunity to be heard, the Board shall have the power to impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of any duty imposed under the North Carolina Planned Community Act, the Declaration, Bylaws, and Rules and Regulations duly adopted pursuant thereto against owners or occupants. Said fines shall be on a daily basis for continuing violations and shall adhere to the fine limitations set forth in Section 47F-3-107.1 of the North Carolina Planned Community Act. Furthermore, said fine(s) shall constitute an assessment against the lot in accordance with Article 11 hereof, and become a personal obligation of the lot owner, and a lien upon the property; and suspension of an owner's or occupant's membership privileges, including but not limited to the right to use the common elements and the right to vote. In the event that any occupant of a resident lot violates the Planned Community Act, Declaration, Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the resident lot owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Planned Community Act, Declaration, Bylaws, or Rules and Regulations, shall not be deemed a waiver of the right of the Board to do so thereafter. Additionally, the Board's enforcement of the Planned Community Act, Declaration, Bylaws, or Rules and Regulations, may be selective due to various hardships, required variances and other unforeseen circumstances. Charges for late payments of assessments under Article 11 of the Declaration are not to be regarded as fines that warrant a hearing under this section.

Section 18.3 Abatement and enjoinder of violations. In addition to any other remedies provided for herein, the Association through the Board shall have the power to enter upon a lot or any portion of the common elements to abate or remove, using such force as may be

violator at the hearing; and (v) that all rights to be heard or to have a fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

Section 19.3. Hearing. If the hearing is requested, it shall be held before the Board of Directors or a committee designated by the Board and the violator shall be given a reasonable opportunity to be heard. The Board or designated committee shall render its final decision regarding imposition of the fine no later than five (5) days after the hearing. The Board or its designated committee shall issue a written statement of the results of the hearing.

Article 20

Condemnation

If part or all of the planned community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47F-1-107 of the North Carolina Planned Community Act.

Article 21

Termination

Termination of the Rock Barn planned community shall be accomplished only in accordance with Section 47F-2-118 of the North Carolina Planned Community Act.

Article 22

Miscellaneous Provisions

Section 22.1 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 22.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

IN WITNESS WHEREOF, the undersigned President of Rock Barn Property Owners' Association, Inc. hereby certifies that the above Amended and Restated Declaration of planned community for Rock Barn and the following amended and restated Bylaws along with attached exhibits were duly adopted by the Association and its membership in accordance with and pursuant to the Planned Community Act, and the Bylaws of the Association.

This the 10th day of October, 2002.

ROCK BARN PROPERTY
OWNERS' ASSOCIATION, INC.

By: William A. Sigman
President

Attest: Shirley Andrews
Secretary



STATE OF NORTH CAROLINA
CATAWBA COUNTY

I, Linda H. Ten Kate, Notary Public for said County and State, certify that ~~William A. Sigman~~ Shirley Andrews personally came before me this day and acknowledged that (s) he is Secretary of Rock Barn Property Owners' Association, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself/himself as its Secretary.

Witness my hand and official seal, this the 10th day of October, 2002.

Linda H. Ten Kate
Notary Public



Expires 8-2-2004

Exhibit A

Property Description

There are currently approximately four hundred and twelve (412) separate Lots in this Planned Community including the properties identified as Rock Barn Townhouses, Phases I through X, shown and recorded in Plat Book 29, Page 50; Plat Book 31, Page 29; and Plat Book 36, Page 119; the properties shown and identified by the maps entitled, "Garden Homes at Rock Barn, Phase One," and "Garden Homes at Rock Barn, Phase Two," recorded in Plat Book 49, Page 80; and Plat Book 50, Page 134. Lots included are also shown and described on plats recorded in the Catawba County Registry of Deeds as follows: Plat Book 14, Pages 52, 128, 149; Plat Book 15, Pages 133, 138; Plat Book 17, Page 48; Plat Book 18, Page 192; Plat Book 19, Page 40; Plat Book 21, Page 28; Plat Book 22, Page 261; Plat Book 25, Page 71; Plat Book 26, Page 134; Plat Book 29, Page 50; Plat Book 31, Page 29; Plat Book 32, Page 173; Plat Book 34, Page 192; Plat Book 36, Pages 79, 100, 193; Plat Book 38, Page 171; Plat Book 39, Page 195; Plat Book 49, Page 151. Plat Book 50, Page 134.

Also specifically included are the properties described as follows: The main tract identified by Deed in the Registry of Deeds of Catawba County, North Carolina in Deed Book 1236, Page 9, referencing the same for description; and also the properties identified by Deeds in the Registry of Deeds of Catawba County, North Carolina in Deed Book 936, Page 225; Deed Book 966, Page 647; Deed Book 1097, Page 526; Deed Book 1181, Page 125; Deed Book 1252, Page 436; Deed Book 1366, Page 336; Deed Book 1396, Page 281; Deed Book 1418, 750; Deed Book 1601, Pages 749 and 905; Deed Book 2021, Page 1597; Deed Book 1671, Page 366.

EXHIBIT "B"

BYLAWS
OF
ROCK BARN PROPERTY OWNERS' ASSOCIATION, INC.

Article I

General

Section 1. Applicability.

Section 2. Name. The name of the corporation is Rock Barn Property Owners' Association, Inc. (hereinafter referred to as the "Association").

Section 3. Membership. As provided, in the North Carolina Planned Community Act (N.C. Gen. Stat. 47F-1-101 et seq.), hereinafter referred to as the "Planned Community Act", an owner of a lot shall become a member of the Association upon taking title to the lot and shall remain a member for the entire period of ownership. If title to a lot is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per lot. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to each lot and shall be transferred automatically by conveyance of that lot and may be transferred only in connection with the transfer of title.

Section 4. Voting. Each lot shall be entitled to one (1) vote, which may be cast in accordance with the terms herein. A vote may be cast by the owner, or by a lawful proxy, as provided below, and shall be allocated as provided in the Declaration. When more than one person owns a lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. The Board may prohibit any owner from voting, either in person or by proxy, or from being elected to the Board of Directors if such owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 5. Majority. As used in these Bylaws, for any vote of the membership held in accordance with or pursuant to the Declaration, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total

(10) days and not more than fifty (50) days prior to each annual or special meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer. In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose or purposes for which the meeting was called. Notices shall be delivered personally or mailed to each owner of record at his lot; if any owner wishes notice to be given at an address other than his lot, the owner shall designate by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the owners shall be deemed the equivalent of proper notice. Any owner may, in writing, waive notice of any meeting of the owners, either before or after such meeting. Attendance at a meeting by an owner, whether in person or by proxy, shall be deemed waiver by such owner of notice of the time, date, and place thereof, unless such owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat, unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 6. Quorum. The presence of owners entitled to cast ten percent (10%) of the eligible votes of the Association, in person or by proxy, shall constitute a quorum.

Section 7. Adjournment. Any meeting of the owners may be adjourned from time to time by the President or Chairperson or by a vote of the owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business, which could be transacted properly at the original session of the meeting, may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 8. Proxy. Any Member entitled to vote might do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association before a meeting or, if at the meeting, to the person presiding.

Section 9. Vote by Written Ballot. In accordance with Section 55A-7-08 of the North Carolina Nonprofit Corporation Act, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers by mail or otherwise a written ballot to every member entitled to vote on the matter.

Section 10. Conduct and Business. Robert's Rules of Order (latest edition) shall govern the conduct of the meeting, when not in conflict with the Declaration, Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting.

Directors. Each person so selected shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

Section 6. Compensation. No member of the Board shall receive any compensation from the Board for acting as such; provided, however, each director, upon approval of the Board, shall be reimbursed for reasonable out-of-pocket expense incurred and paid by him on behalf of the Board, and nothing herein shall prohibit the Board from compensating a director for unusual and extraordinary services rendered to the extent authorized by the members of the association at any meeting called for that purpose; further provided, each director, by assuming office, waive his right to institute suit against or make claim upon the Board for compensation.

Section 7. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such time and place as may be determined by the directors.

Section 8. Regular Meetings. Meetings of the Board of Directors shall be held regularly at such time and place as shall be determined from time to time by the Board. There shall be a minimum of six (6) meetings of the Board of Directors per year.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given by mail, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Planned Community Act, the Declaration, the Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting. A majority of directors shall constitute a quorum for the transaction of business. A decision of the Board of Directors shall be by a majority of those directors present at the duly called meeting. The President may vote.

Section 12. Action without a Meeting. Any action by the Board of Directors required or permitted at any meeting may be taken without a meeting if all of the members of the Board of

- (j) Grant easements, leases, licenses, and concessions through or over the common elements;
- (k) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements and for services provided to lot owners;
- (l) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of any duty imposed under the North Carolina Planned Community Act, the Declaration, Bylaws, and Rules and Regulations of the Association. Said fines shall be on a daily basis for continuing violations and shall adhere to the fine limitations set forth in Section 47F-3-107.1 of the North Carolina Planned Community Act;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
- (n) Provide for the indemnification of and maintain liability insurance for its officers, directors, employees and agents;
- (o) Borrow money and assign its right to future income, including the right to receive common expense assessments subject to approval of the purpose of the borrowing by a majority of the vote of the members of the Association;
- (p) Prepare, execute, certify and record amendments to the Declaration and Bylaws on behalf of the Association;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this State by nonprofit corporations; and
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 15. Management Agent. The Board of Directors may employ for the planned community a professional management agent or agents, at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Any management contract shall contain a termination clause permitting termination without cause and without penalty, upon no more than thirty (30) days written notice.

Section 16. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on planned community property, as hereinafter provided.

designated by the Board of Directors. Furthermore, the Treasurer shall cause an annual audit or review of the Association's books as directed by the Board or the Association pursuant to Article IX, Section 6 of these Bylaws.

Section 8. Amendments to Declaration and Bylaws. The Board of Directors shall prepare and the President shall execute, certify, and record amendments to the Declaration and Bylaws on behalf of the Association. The Secretary shall attest to such execution and certification.

Article VI

Indemnification of Officers and Directors

The Association shall indemnify every officer and director against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

holding a majority of the total votes entitled to be cast on the amendment. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is recorded in the Registry of Deeds of Catawba County, North Carolina.

Section 9. Books and Records. All members of the Association and all mortgagees shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books and records.

NORTH CAROLINA
CATAWBA COUNTY

14874
AMENDMENT TO RESTRICTIONS

THIS AMENDMENT dated the 15th day of March, 1971, is hereby made by the ROCK BARN CLUB OF GOLF, INC., a North Carolina corporation with its principal office in Catawba County, North Carolina, to the declaration of restrictions dated June 1, 1969, recorded in the Catawba County Registry in Book 968, at Page 50:

W I T N E S S E T H :

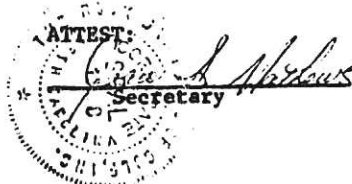
Paragraph 5 on Page 3 of said restrictions is amended to read as follows:

"5. No residential structure, which has a minimum area of less than 2500 square feet heated area for two-story structures and split-level structures and 2000 square feet heated area for one-story structures, exclusive of porches and garage, shall be erected or placed on any building site, or shall cost less than \$35,000.00 based on construction costs as of January 1, 1970, which figure shall be increased by the percentage of increase of the Cost of Living Index as published by the U. S. Government over the Cost of Living Index as of January 1, 1970."

IN WITNESS WHEREOF, the Rock Barn Club of Golf, Inc., has caused its name to be signed hereto by its President and attested by its Secretary and its corporate seal hereunto attached all by order of its Board of Directors, this the day and year first above written.

THE ROCK BARN CLUB OF GOLF, INC.

BY: Bill H. Hanner
President



NORTH CAROLINA
CATAWBA COUNTY

This 15th day of March, 1971, personally came before me, Billie A. Younce who, being by me duly sworn, says that he is the president of The Rock Barn Club of Golf, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Billie A. Younce acknowledged the said writing to be the act and deed of said Corporation.



J. Allen Taylor
Notary Public

NORTH CAROLINA - Catawba County
The foregoing Certificate of J. Allen Taylor
a Notary Public of Catawba County, State of North
Carolina, is certified to be correct.
This 26 day of March 1971.
Ruth Mackie, Register of Deeds
By Ruth Mackie
Asst./Deputy

Filed for registration 3:00 o'clock P.M.
on the 26 day of March 1971, and registered
on the 26 day of March 1971 in the office
of Register of Deeds.
Book 969 Page 25
Ruth Mackie, Register of Deeds
Catawba County, North Carolina
Ruth Mackie

DRAWN By: Hovay & Lovekin

13259

NORTH CAROLINA
CATAWBA COUNTY

DECLARATION OF RESTRICTIONS

This declaration made this 1st day of June, 19 69,
by the Rock Barn Club of Golf, a North Carolina Corporation with its
principal office in Catawba County, North Carolina (hereinafter called
"Declarant"):

W I T N E S S E T H :

Whereas, the Declarant is the owner of the real property described
below and is desirous of subjecting said property to the restrictions
and protective covenants hereinafter set forth;

Now, therefore, the Declarant hereby declares that the following
described real property located in Catawba County, North Carolina, is and
shall be held, transferred, sold and conveyed, subject to the protective
covenants set forth below:

All of Lots Nos. 1 through 15 inclusive of Block "A" and all
of Lots 1 through 6 inclusive of Block "B" of Section I; all
of Lots 1 through 13 inclusive of Block "C" and all of Lots
1 through 4 inclusive in Block "D" of Section II; and all of
Lots 1 through 4 inclusive in Block "E" of Section III of the
Rock Barn Club of Golf property as surveyed and platted by
Marion Bolch, Registered Surveyor. A plat of Blocks A and B
in Section I and Block C and D in Section II of said Rock Barn
Club of Golf property being duly recorded in Catawba County
Registry in Plat Book 14, at Page 52.

No other land owned by the Declarant and located in the Rock
Barn Club of Golf area shall be deemed to be subject to the
restrictions and protective covenants hereinafter set forth
except by an express written declaration to that effect.

PREAMBLE

The above described subdivision is being developed by the Rock Barn
Club of Golf, Inc. (hereinafter called the "Club"), it being contemplated
that all, or a majority of the lots, in the subdivision will be owned by
members of the Club. In view of the mutual and parallel interests of the

Declarant and its members and property owners, and the desire of each to develop a harmonious community of people and homes, Declarant is granted under this Declaration the right to approve or disapprove all persons to whom lots in the subdivision are leased or sold, and is further granted the authority to approve or disapprove architectural plans for proposed construction, and the location of improvements on any lots.

1. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Declarant, its successors and assigns. Refusal or approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No Alterations may be made in such plans after approval except by and with the written consent of the Declarant. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One copy of all plans, specifications and related data shall be furnished the Declarant for its records.

2. No building shall be located closer than fifty (50) feet to the street line and not closer than twenty (20) feet to the adjoining property line. In order to assure that houses will be located with regard to the topography of each individual lot, the Declarant reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot, or any building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

3. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

4. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached / single family dwelling not to exceed two (2) stories in height above basement and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style and exterior finish of the main dwelling.

5. No residential structure, which has a minimum area of less than 2500 square feet heated area for two-story structures and split-level structures and 2000 square feet heated area for one-story structures, exclusive of porches and garage, shall be erected or placed on any building site.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon any lot to a height of two (2) feet (except as part of a landscaping plan approved by the Declarant), and on request fails to have

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the premises cut within thirty (30) days, agents of the Declarant may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed Fifty Dollars (\$50.00) annually. The Declarant may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot; provided, however, that such expense shall not exceed Fifty Dollars (\$50.00) annually. This provision shall not be construed as an obligation on the part of the Declarant to provide garbage or trash removal services.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No signs, or billboards shall be erected or maintained on the premises unless approved in advance by the Declarant. No trade materials or inventories may be stored upon the premises and no trucks, boats, or tractors may be stored or regularly parked on the premises except in garage or well screened enclosures.

8. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Declarant.

10. Each residential structure shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed, unless provision is made for the housing of the items set forth below either in the main residence or garage. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials and with a height and design approved by Declarant. The following buildings, structures and objects may be erected and maintained and allowed to remain on the building plot only if the same are located wholly within the main residence or wholly within a utility yard: Pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, garbage and trash cans, boats and boat trailers and receptacles and above ground exterior air-conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by Declarant to be of an unsightly nature or appearance.

11. No trailer, tent, barn, tree house or other similar out-buildings or structure shall be erected or placed on any lot at any time, either temporarily or permanently.

12. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of lots agree not to park their automobiles on the streets in the development.

13. All drives and walks will be surfaced with either asphalt, concrete, flagstone, brick or similar type material.

14. The exterior of all houses shall be principally of brick, stone, stucco, wood siding. No concrete, cinder block or asbestos

siding will be permitted.

15. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of Declarant, unless located within ten (10) feet of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the Declarant.

16. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision, section, block or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

17. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant.

18. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

19. The Declarant reserves unto itself, its successors and assigns

a perpetual inalienable, and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public convenience or utilities, and the Declarant may further cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. The easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

The Declarant guarantees that in exercising the rights of this easement that no water, sewer, or power lines shall be located in an area more than ten (10) feet from the property line, except to service the premises.

20. In the event any owner desires to sell any lot or lots, then the said lot or lots which such owner shall desire to sell shall be first offered for sale to the Declarant at the same price and on the same terms at which the highest bonafide offer has been made to the owner for the said lot or lots. The owner desiring to sell such lot or lots shall give

the Declarant written notice via registered mail, return receipt requested, of the owner's desire to sell any such lot or lots and shall further advise the Declarant in said offer of the name and address of the person, firm or corporation making said highest bonafide offer, as well as the amount and terms of said offer. The Declarant shall have a period of thirty (30) days after receipt of said written notice within which to exercise its option to purchase said lot or lots at the same price and on the same terms as said highest bonafide offer and the Declarant shall have an additional period of not less than twenty (20) days within which to close the said transaction. Should the Declarant fail or refuse within said thirty (30) day period to exercise its option to purchase said lot or lots at the offered price and terms, then the owner shall have the right to sell said lot or lots to the person, firm, or corporation, making such bonafide offer whose identity was revealed to the Declarant in said written notice, provided, however, that any such sale of any lot or lots by the owner to the person, firm or corporation making such offer shall be subject to all of the terms, covenants, limitations and provisions of this Declaration of Restrictions. The provisions of this paragraph and all options and rights granted to or received by the Declarant under this paragraph #20 shall continue and be effective until June 1, 1989, at which time the provisions of this paragraph #20 shall terminate; provided, however, that each purchaser or owner of a lot or lots in any section of the Rock Barn Club of Golf Subdivision covered by this Declaration of Restrictions agrees that the provisions of this paragraph and all options and rights granted to or reserved by the Declarant under this Paragraph #20 may be re-imposed and again become effective and apply for successive periods of twenty (20) years each from each such termination date (that is June 1,

1989, and each 20 years thereafter) upon an instrument or instruments in writing being executed by the owners of a majority of said lots (on each such termination date) in any section of Rock Barn Club of Golf Subdivision to which this Declaration of Restrictions applies.

21. All owners and occupants of any lots shall extend to any and all golfers lawfully using the Rock Barn Club of Golf course the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the subdivision, provided such golf balls may be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

22. No dwelling shall be erected, maintained, or used on said property that is not provided with adequate sewage disposal and adequate water supply, in accordance with the requirements of any governmental agency. If and when a public sewer and water system is available at a point in the street in which it is located abuts the lot or lots of the property owner, then said property owner shall be required to connect therewith at his own expense.

23. It is agreed that as soon as a sufficient number of lots have been sold in this development a property owner's association, to be known as the "Rock Barn Property Owner's Association", shall be formed with one membership for each property owner and that this association in conjunction with the Declarant shall establish reasonable annual assessment charges for road maintenance and maintenance of the trails and recreational areas; it being understood that the Declarant shall exercise only one vote in this Association.

24. No outside or exterior radio or television aerials or antennas shall be erected upon any building or lot except those constructed by the Rock Barn Club of Golf, Inc. on areas specifically designated for

such purpose.

25. No well, pump, water tank, cisterns or other types of water works shall be constructed or placed upon any lot except those constructed by the Rock Barn Club of Golf, Inc. upon areas specifically designated for such purposes.

Except as hereinabove expressly provided with respect to the provision of paragraph #20, all covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from June 1, 1969, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or conditions contained in this Declaration of Restrictions,

however long continued shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions contained in this Declaration of Restrictions shall in no way affect any of the other restrictions but they shall remain in full force and effect.

An additional consideration for the above protective covenants, conditions, reservations and restrictions is and shall be the mutual agreements between seller and pruchaser of each lot sold in said development and such protective covenants, conditions, reservations and restrictions shall be binding on the heirs, administrators, executors, successors and assigns of all parties affected thereby.

These protective covenants, reservations, conditions and restrictions shall be referred to in each deed by reference to this instrument, and same shall be in full force and effect as fully and completely as if rewritten therein in full.

IN WITNESS WHEREOF, the Rock Barn Club of Golf, Inc., has caused its name to be signed hereto by its president and attested by its secretary and its corporate seal hereunto attached all by order of its board of directors, this the day and year first above written.

and its corporate seal hereunto attached all by order of its board of directors, this the day and year first above written.

THE ROCK BARN CLUB OF GOLF, INC.

BY: Billie D. Younger
President



Secretary

Filed for registration 3:37 o'clock P.M.
on the 3 day of March 1971 and registered
on the 3 day of March 1971 in the office
of Register of Deeds.
Book 968 Page 50
Ruth Mackie, Register of Deeds

NORTH CAROLINA

CATAWBA COUNTY

Catawba County, North Carolina

This 1st day of June, A.D. 1969
personally came before me, Billie D. Younger who, being by
me duly sworn, says that he is the president of Rock Barn Club of Golf, Inc.
and that the seal affixed to the foregoing instrument in writing is the
corporate seal of the Company, and that said writing was signed and sealed
by him, in behalf of said Corporation, by its authority duly given. And
the said Billie D. Younger Acknowledged the said writing to be the
act and deed of said Corporation.

Jo Ann Taylor
Notary Public

My Commission Expires:

4-24-70

NORTH CAROLINA - Catawba County

The foregoing Certificate of Jo Ann Taylor
a Notary Public of Catawba County, State of North
Carolina, is certified to be correct.

This 3 day of March 1971
Ruth Mackie, Register of Deeds

By: Louise Pitts
Asst./Deputy