

SUPPLEMENTARY DECLARATION OF
DECLARATION OF
RESTRICTIVE COVENANTS
OF
THE SPRINGS AT HIGH ROCK SUBDIVISION
PHASE 12 TRANQUILITY LAKES

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 14th day of October, 2003, by KEJ Marketing Co., Inc., hereinafter referred to as “Declarant” and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, hereinafter “Restrictions.”

[NB: In the original document, there follows a section entitled “WITNESSETH,” which links these restrictions to the previous sixteen declarations and restrictions running with the land of The Springs at High Rock Subdivision.]

NOW, THEREFORE, in accordance with the recitals which by this reference [is] made a substantive part thereof, Declarant declares the following:

1. TRANQUILITY LAKES, All the real property and lots of **Tranquility Lakes, The Springs at High Rock, Phase 12**, more particularly described by plats thereof recorded in Plat Book 40, pages 13, 14, 15, 16, 17, 18, and 19, in the Office of the Register of Deeds for Davidson County, North Carolina, shall be held, transferred, conveyed and occupied SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision (except as herein amended in Paragraph 2 below) as set forth in Book 952, page 987, and the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association as set forth in Book 952, Page 999, and the Supplementary Declaration of Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, as set forth in Book 1040, page 1321; Book 1008, page 0785; Book 1050, page 1733; Book 1053, page 931; Book 1095, page 1103; Book 1106, page 362; Book 1168, page 29-33; Book 1210, page 532; Book 1312, page 1362; Book 1362, page 1479; Book 1370, page 1294; Book 1433, page 122; and Book 1433, page 126, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Additional Restrictive Covenants and Conditions of Tranquility Lakes. In addition to all of the covenants, conditions, restrictions, and covenants set forth above, all the real property and lots of Tranquility Lakes, The Springs at High Rock, Phase 12, more particularly described by plats thereof recorded in Plat Book 40, pages 13, 14, 15, 16, 17, 18, and 19, in the Office of the Register of Deeds for Davidson County, North Carolina, shall be held, transferred, conveyed and occupied SUBJECT to the following:

- (a) Declarant hereby RESERVES the right to change the use of any dedicated or reserved areas on the plats of Tranquility Lakes to construct and establish

walkways in the 25-foot easement reserved across the various lots and to construct and build ponds in the proposed parks and take such other action as, in its sole discretion, it may determine will enhance and benefit the subdivision prior to transferring the rights to the Homeowners Association, and thereafter it shall retain such rights.

- (b) Declarant hereby RESERVES for itself, its successors and assigns perpetual 25-foot easements as shown on said maps over and across the various lots for the purpose of installing, constructing, maintaining, inspecting and repairing walking trails and walkways for the sole and exclusive use and enjoyment of the members in good standing of the Homeowners Association and their families and guests (who must be accompanied by a member). The easement may not be used as access to or from the ponds or the proposed parks nor may the trails be accessed from across the lots upon which the easement is on.
- (c) The maintenance and upkeep of the walking trail shall be the sole responsibility of the Homeowners Association, and each individual lot owner shall be relieved of any responsibility or liability for the condition of the walking trail or any area within the easement. The Homeowners Association shall also be solely responsible for the maintenance and upkeep of the ponds and the proposed parks and any improvements placed therein, and no adjoining lot owner shall be responsible or liable for any condition that might exist in such areas.
- (d) No hunting nor trapping of any wild life, including, but not limited to birds, ducks, geese, turkeys, or deer shall be permitted on any common areas. The discharging of firearms is strictly prohibited from any of the property shown on the plats hereinabove referenced.
- (e) No swimming shall be permitted on the inland ponds.
- (f) The inland ponds will be constructed, filled with water and stocked initially by the Declarant. It will be the responsibility of the Homeowners Association to monitor and control the quality of the water contained therein as well as to re-stock the fish located in said ponds as may be needed.
- (g) The Declarant makes no warranty whatsoever as to the water level in the inland ponds nor to their continued existence as ponds beyond the time they are turned over to the Homeowners Association.
- (h) Fishing on the inland pond shall be permitted by rod and reel, pole or hook and line only, provided that only members in good standing of the Association

and their families and guests (who must be accompanied by a member) may fish there and only during daylight hours. No seining or trapping of fish is permitted. Limits shall be the same as for fishing on public waters of the State of North Carolina.

- (i) No gasoline or liquid-powered engines shall be used in any way on the ponds. The only permitted boats shall be sail boards, sail boats, canoes, row boats, paddle boats or boats powered by electric motors all of which shall be less than fourteen (14) feet in length.
- (j) Association members in good standing using the ponds will be limited to the stipulated access areas and the surface waters of the ponds. They shall have no right to trespass upon the lands adjoining the inland ponds without the express consent of such landowner(s) even if the water level of the ponds should drop. Any guests must be accompanied by an Association member.
- (k) Feeding of geese is strictly prohibited.
- (l) There is specifically reserved by the Declarant and the Homeowners Association the right, privilege and easement of backing up, ponding, raising, flooding or diverting the waters of the inland ponds up to the 25-foot easement reserved on the plats, together with the right to clear and grade land, and enter thereon for the purpose of clearing, grading, cleaning and/or repairing the ponds or shoreline contained within said area.
- (m) The Homeowners Association shall be responsible for such pest control measures on the inland pond as the board of directors may decide and which are in keeping with any government regulations.
- (n) There are to be no piers on the inland ponds.
- (o) No property owner in the subdivision, whether adjoining the inland ponds or not, shall have any right to draw water from said ponds for any purpose, including, but not limited to, irrigation.
- (p) The maintenance, upkeep, replacement and repair of improvements, equipment and facilities such as drain pipes, spillways, fountains, and dams within the area denoted as common property, proposed parks or ponds, including seeding and re-seeding, fertilizing, erosion control, and maintenance of earthen works, grass berms, re-stocking of fish as may be needed, etc., and the dredging of the ponds' beds, if necessary, shall be the responsibility of the Homeowners Association.
- (q) There shall be no dumping or discharging of any foreign substance or material into the ponds which shall be in any way harmful or detrimental to the quality of the waters and the wildlife in said ponds.

- (r) There shall be no storage of any hazardous materials within one hundred (100') feet of the shoreline of the inland ponds.
- (s) Regulations set by any governmental agency will apply for purposes of septic tank installation and setbacks on the inland ponds.
- (t) No animal life other than fish of the type as originally stocked shall be introduced into the waters of the inland ponds.

3. Paragraph 2 of the General Use Restrictions as set forth in Book 952, page 987, in the Declaration of restrictive Covenants, for Phase XII is hereby amended and modified pursuant to Paragraph 2(c) as follows:

Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated space) not less than one thousand eight hundred (1,800) square feet on all lots within Phase XII of The Springs at High Rock Subdivision, regardless of the number of stories. The design, location and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee," which Committee is established pursuant to the Declaration. Except as herein amended, all the real property and lots described as Phase XII of The Springs at High Rock Subdivision, known as Tranquility Lakes, as set forth in Plat Book 40, pages 13, 14, 15, 16, 17, 18, and 19, in the Office of the Register of Deeds for Davidson County, North Carolina, shall be held, transferred, conveyed, or sold, conveyed and occupied SUBJECT to the original Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as set forth in Book 952, page 987, and the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners' Association as described in Book 952, page 999, Davidson County Registry, and the Supplementary Declaration of Declaration of Restrictive Covenants of the Springs at High Rock Subdivision as set forth in Book 1040, page 1321; Book 1008, page 0785; Book 1050, page 1733; Book 1053, page 931; Book 1095, page 1103; Book 1106, page 362; Book 1168, page 29-33; Book 1210, page 532.; Book 1312, page 1362; Book 1362, page 1479; Book 1370, page 1294; Book 1433, page 122; and Book 1433, page 126, Davidson County Registry, North Carolina.

4. Declarant hereby RESERVES, for its benefit, its successors and assigns, perpetual Drainfield Utility and Access Easements for the purpose of installing, constructing, maintaining, inspecting, and repairing septic tank and sewer lines across, upon and along the streets and road right-of-ways of Tranquility Lakes as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Tranquility Lakes as referred to herein. In constructing and repairing said sewer lines, the Declarant, its successors and assigns, shall remove all surplus earth, make level the surface of the ground above said sewer line, and interfere as little as reasonably possible with the land and any improvements thereon.