

10/28/95

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DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

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ROYAL B. CALICUTT  
REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

THIS DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 3rd day of August, 1995 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 Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase 1 of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), 25, 85, 86, 87, 88, 89 in the Office of the Register of Deeds for Davidson County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association, hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Davidson County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values of The Springs at High Rock Subdivision made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions and the Declaration and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of The Springs at High Rock Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION

AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Davidson County, North Carolina, and is shown on maps recorded in Map Book(s) and Page(s) 25-85, 86, 87, 88, 89 in the Office of the Register of Deeds for Davidson County.

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2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the properties by Declarant and brought within the scheme of these Restrictions and the Declaration and within the jurisdiction of the Association, in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument.

(b) Additional residential property and common area, consisting of not more than Two Thousand Five Hundred (2,500) acres, outside of the area described in the aforementioned Schedule A may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declarations of Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association, with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary to reflect only the different character and density of housing planned on the added properties and as are not inconsistent with the provisions of this Declaration. Condominiums and patio homes may be permitted in a future phase if properly zoned.

#### GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions. All single family lots fronting on High Rock Lake, as shown by the record maps thereof shall have a minimum size of 40,000 square feet.

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than One Thousand Eight Hundred (1,800) square feet on the waterfront and One Thousand Four Hundred (1,400) square feet on the interior lots within the 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.

3. All improvements to the lot must comply with Davidson County setback requirements. All structures shall be at least 10 feet from the side property line of any lot, except that they shall be at least 20 feet from the side property line abutting a street. The front setback line (facing Healing Springs Drive) shall meet or exceed Davidson County subdivision regulations, however notwithstanding anything herein to the contrary, said front setback line shall not be closer than fifty (50) feet to any existing or newly constructed road, unless with prior written approval of the Declarant, or if Declarant so designates, by the Committee. Setback lines for fences and walls shall require written approval of the Committee. Declarant, or if Declarant so designates, the Committee, shall have the right to approve deviations from each of these setback requirements upon application of an individual lot owner if, for reasons of topography or well or septic approvals, strict compliance creates a hardship.

4. More than one lot (as shown on said plat(s)) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. All connections of private driveways to The Springs at High Rock road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by The Architectural Review Committee on The Springs at High Rock Homeowners Association.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered, and no well may be drilled, on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within thirty (30) days after plans are submitted to it, the owner may proceed to build without approval.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the name into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for hereinbelow.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, The Springs at High Rock Homeowners Association, hereinafter referred to as the "Association", will be advised of this determination. The Association shall then have the right

to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

10. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot. Modular homes are permissible if approved by the Committee.

11. All homes constructed in The Springs at High Rock Subdivision must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan for approval by the Committee locating the proposed building site, drainage and repair septic field and well site.

12. Exposed exterior walls composed of the following materials shall be prohibited from The Springs at High Rock Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

13. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs and cats and other indoor household pets. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools, unless approved by the Committee.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulations.

16. In addition to the easements that are shown on the recorded plats of The Springs at High Rock Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or

properties within The Springs at High Rock Subdivision. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect. Furthermore, there shall exist a 10 foot easement for the purpose of a foot path to a group pier that may be located along the western side property line of lot 37 by Declarant. The easement shall be for the common use of only the lot owners listed as follows: 22, 23, 24, 25, 27, 28, 29, 30, 31, 32.

17. Declarant reserves a temporary construction easement of twenty-five (25) feet in width along both sides and running parallel to streets or roads, which easements shall expire the earlier of twelve months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

18. No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.

19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

20. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the Declarant or if the Declarant designates, by the Committee, the Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. All sign colors must be approved by Declarant, or if Declarant so designates, by the Committee. Declarant also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of The Springs at High Rock Subdivision.

21. Except within the building site or within 20 feet of the main dwelling, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

22. Declarant, or its successors and assigns, will deed a lot to the Association which will provide access for lot owners to a community pier, boat slips, and a boat ramp or other amenities which will be maintained by the Association. Notwithstanding anything herein to the contrary, Declarant will also deed to the Association at least one (1) acre fenced for dry boat storage, or for any other use permitted in these Restrictions, for its use and maintenance. Declarant will, if permitted by Davidson County, provide a security gate across the entrance road, Healing Springs Drive, Phase I of The Springs at High Rock Subdivision to be maintained by the Association. Other amenities provided by Declarant and deeded to the Association will be maintained by the Association.

23. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to High Rock Lake and recreational

24. Definitions: Reference to "this subdivision" in this document is intended to refer only to Lots 1 through 37, Phase I of The Springs at High Rock Subdivision and the Additions to Existing Property as provided for herein. Reference to "Association" in this document is intended to refer only to The Springs at High Rock Homeowners Association.

25. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions. The Property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association recorded separately, which Declaration is incorporated herein by reference.

26. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

27. The Declarant and purchasers of lots in The Springs at High Rock Subdivision understand that the vesting of rights relating to proposed piers, docks, boat access ramps, or disturbance of the shoreline buffer is subject to the terms and conditions set out by Yadkin, Inc.

28. Declarant reserves the right to assign its rights to a successor who also assumes the Declarants responsibilities.

29. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and the Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then owners of the lots or condominiums and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots or condominiums and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this 3rd day of August, 1995.

KEJ MARKETING CO., INC.



(CORPORATE SEAL)

By: Rita A. Collins  
Rita A. Collins, President

Maxine W. Turner  
Assistant Secretary

STATE OF NORTH CAROLINA )

COUNTY OF DAVIDSON )

I, a Notary Public of the County and State aforesaid, certify that Rita A. Collins personally came before me this day and acknowledged that she is the President of KEJ Marketing Co., Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by her as its President, sealed with its corporate seal and attested by Maxine W. Turner as its Assistant Secretary.

Witness my hand and seal this 3rd day of August 1995

Sherry S. Overell  
Notary Public



Commission expires: May 6, 1997

North Carolina-Davidson County  
The foregoing (or annexed) certificate(s) of Sherry S. Overell

Notary Public (Notaries Public) is certified to be correct  
this 4th day of August, 1995  
Ronald W. Callicutt, Registrar of Deeds  
Ronald W. Callicutt

## Exhibit A

Beginning at an existing iron stake being the corner of Harvey H. Rima (Deed Book 738 Page 451) and Gilbert Futrell (91-E-671); thence with Gilbert Futrell South 30 deg. 53 min. 20 sec. East, 600.00 feet to an iron stake; thence again with Gilbert Futrell South 26 deg. 38 min. 45 sec. West, 1,671.46 feet to an iron stake; thence again with Gilbert Futrell South 47 deg. 09 min. 58 sec. West, 2,133.86 feet to an iron stake; thence again with Gilbert Futrell North 64 deg. 10 min. 42 sec. West, 1,730.32 feet to an iron stake; thence again with Gilbert Futrell South 80 deg. 17 min. 06 sec. West, 711.88 feet to an iron stake; thence again with Gilbert Futrell North 11 deg. 11 min. 44 sec. East, 360.31 feet to an iron stake; thence again with Gilbert Futrell a curve to the right having a 50 foot radius and a chord bearing and distance of North 12 deg. 56 min. 00 sec. East, 78.15 feet to an iron stake; thence again with Gilbert Futrell North 27 deg. 29 min. 28 sec. West, 405.94 feet to an iron stake being located on the 665 contour of High Rock Lake per Yadkin Inc. Datum; thence with the 665 contour of High Rock Lake the following bearing and distances North 55 deg. 40 min. 54 sec. East, 90.06 feet to an iron stake; thence again North 57 deg. 39 min. 44 sec. East, 477.07 feet to an iron stake; thence again North 58 deg. 42 min. 53 sec. East, 298.00 feet to an iron stake; thence again South 78 deg. 37 min. 22 sec. East, 37.96 feet to an iron stake; thence again South 24 deg. 15 min. 52 sec. East, 295.63 feet to an iron stake; thence again South 03 deg. 24 min. 43 sec. West, 152.66 feet to an iron stake; thence again South 86 deg. 10 min. 24 sec. East, 192.42 feet to an iron stake; thence again South 24 deg. 26 min. 49 sec. East, 87.86 feet to an iron stake; thence again North 56 deg. 08 min. 13 sec. East, 28.16 feet to an iron stake; thence again South 21 deg. 19 min. 15 sec. East, 52.68 feet to an iron stake; thence again North 57 deg. 13 min. 30 sec. East, 69.25 feet to an iron stake; thence again South 77 deg. 11 min. 09 sec. East, 40.11 feet to an iron stake; thence again North 17 deg. 09 min. 41 sec. East, 43.37 feet to an iron stake; thence again South 38 deg. 25 min. 55 sec. East, 70.16 feet to an iron stake; thence again North 00 deg. 13 min. 37 sec. West, 94.79 feet to an iron stake; thence again North 40 deg. 03 min. 49 sec. West, 60.22 feet to an iron stake; thence again North 00 deg. 48 min. 25 sec. East, 60.10 feet to an iron stake; thence again North 28 deg. 42 min. 15 sec. East, 314.05 feet to an iron stake; thence again North 47 deg. 12 min. 30 sec. East, 315.46 feet to an iron stake; thence North 84 deg. 50 min. 09 sec. East, 34.89 feet to an iron stake; thence again North 14 deg. 27 min. 00 sec. West, 16.18 feet to an iron stake; thence again North 56 deg. 00 min. 57 sec. East, 191.61 feet to an iron stake; thence again North 07 deg. 18 min. 32 sec. East, 134.46 feet to an iron stake; thence again South 20 deg. 14 min. 46 sec. West, 34.09 feet to an iron stake; thence again South 58 deg. 23 min. 20 sec. West, 96.29 feet to an iron stake; thence again South 58 deg. 54 min. 24 sec. West, 112.91 feet to an iron stake; thence again South 68 deg. 06 min. 41 sec. West, 306.98 feet to an iron stake; thence



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again South 68 deg. 41 min. 29 sec. West, 171.42 feet to an iron stake; thence again South 76 deg. 39 min. 43 sec. West, 134.23 feet to an iron stake; thence again North 49 deg. 39 min. 29 sec. West, 57.22 feet to an iron stake; thence again North 01 deg. 57 min. 12 sec. West, 94.22 feet to an iron pipe; thence again North 37 deg. 02 min. 30 sec. East, 98.04 feet to an iron stake; thence again North 44 deg. 27 min. 31 sec. East, 462.29 feet to an iron stake; thence again North 50 deg. 23 min. 49 sec. East, 219.49 feet to an iron stake; thence again North 56 deg. 29 min. 27 sec. East, 250.49 feet to an iron stake; thence again South 88 deg. 18 min. 12 sec. East, 66.98 feet to an iron stake; thence again North 39 deg. 25 min. 24 sec. East, 40.12 feet to an iron stake; thence again North 48 deg. 12 min. 57 sec. East, 316.31 feet to an iron stake; thence again North 65 deg. 12 min. 55 sec. East, 103.09 feet to an iron stake; thence again North 12 deg. 10 min. 13 sec. West, 15.84 feet to an iron stake; thence again North 44 deg. 42 min. 55 sec. East, 355.63 feet to an iron stake; thence again South 85 deg. 44 min. 42 sec. East, 90.46 feet to an iron stake; thence again North 71 deg. 00 min. 15 sec. East, 57.36 feet to an iron stake; thence again South 68 deg. 17 min. 28 sec. East, 15.02 feet to an iron stake; thence again North 02 deg. 24 min. 25 sec. West, 28.40 feet to an iron stake; thence again North 15 deg. 01 min. 10 sec. East, 41.70 feet to an iron stake; thence again North 42 deg. 05 min. 48 sec. East, 50.09 feet to an iron stake; thence again North 62 deg. 50 min. 07 sec. East, 76.87 feet to an iron stake; thence again North 33 deg. 14 min. 08 sec. East, 178.76 feet to an iron stake on the property line of Jeffrey T. Yates (Deed Book 802 Page 981); thence with Jeffrey Yates South 71 deg. 09 min. 21 sec. East, 129.79 feet to an existing iron pipe and being the corner to Jeffrey Yates and Harvey Rima; thence with Harvey Rima South 02 deg. 35 min. 59 sec. West, 80.11 feet to an existing iron pipe; thence again with Harvey Rima South 88 deg. 45 min. 40 sec. East, 1,405.80 feet to the point and place of beginning and containing 204.00 acres more or less as shown on a survey titled "KEJ Marketing Company, Inc." prepared by Charles C. Whicker, RLS and Associates, Inc. and dated June 30, 1995.

Additional property - being all of the remaining 2,500 acres, more or less outside of the above described property and being more particularly described in a contract between the J. Daniel Associates, Limited Partnership, et al and KEJ Marketing, Co., Inc. dated February 16, 1995.

## Exhibit B

Together with a 50 foot Easement of Right of Way for ingress, egress and regress and for the installation of utilities beginning at a point on the western right of way of N.C. Highway 8, corner to Gilbert Futrell, Et Al., and being on the southern side of the 50 foot easement; thence running North 77 deg. 39 min. 27 sec. West, 113.64 feet to a point; thence with a curve to the left, a chord bearing and distance South 67 deg. 55 min. 19 sec. West, 231.76 feet and having a radius of 205.00 feet to a point; thence with a curve to the right, a chord bearing and distance South 64 deg. 13 min. 24 sec. West, 260.54 feet and having a radius of 255.00 feet to a point; thence with a curve to the left, a chord bearing and distance of South 75 deg. 05 min. 43 sec. West, 246.19 feet and having a radius of 362.52 feet to a point; thence South 55 deg. 14 min. 44 sec. West, 247.13 feet to a point; thence with a curve to the left, a chord bearing and distance South 45 deg. 46 min. 10 sec. West, 321.04 feet and having a radius of 975.00 feet to a point; thence South 36 deg. 17 min. 36 sec. West, 462.93 feet to a point; thence with a curve to the right, a chord bearing and distance South 53 deg. 52 min. 46 sec. West, 166.18 feet and having a radius of 275.00 feet to a point; thence South 71 deg. 27 min. 56 sec. West, 139.66 feet to a point; thence with a curve to the left, a chord bearing and distance South 37 deg. 32 min. 11 sec. West, 251.18 feet and having a radius of 225.00 feet to a point; thence South 03 deg. 36 min. 26 sec. West, 264.45 feet to a point; thence with a curve to the right, a chord bearing and distance South 20 deg. 10 min. 15 sec. West, 156.79 feet and having a radius of 275.00 feet to a point; thence South 36 deg. 44 min. 04 sec. West, 40.26 feet to a point; thence with a curve to the right, a chord bearing and distance South 47 deg. 45 min. 27 sec. West, 200.76 feet and having a radius of 525.00 feet to a point; thence South 58 deg. 46 min. 50 sec. West, 278.04 feet to a point; thence with a curve to the left, a chord bearing and distance South 51 deg. 31 min. 39 sec. West, 183.06 feet and having a radius of 725.00 feet to a point; thence South 44 deg. 16 min. 29 sec. West, 90.12 feet to a point; thence with a curve to the right, a chord bearing and distance South 48 deg. 21 min. 15 sec. West, 110.27 feet and having a radius of 775.00 feet to a point; thence South 52 deg. 26 min. 02 sec. West, 263.44 feet to a point; thence with a curve to the left a chord bearing and distance South 49 deg. 46 min. 49 sec. West, 67.13 feet and having a radius of 725.00 feet to a point; thence South 47 deg. 07 min. 36 sec. West, 612.29 feet to a point (said point being located North 30 deg. 53 min. 20 sec. West, 356.43 feet from an iron pipe the northeast corner of the herein described tract); thence with the north line of the herein described tract, North 30 Deg. 53 min. 20 sec. West, 51.11 feet to a point; thence North 47 deg. 07 min. 36 sec. East, 601.67 feet to a point; thence with a curve to the right a chord bearing and distance North 49 deg. 46 min. 49 sec. East, 71.76 feet and having a radius of 775.00 feet to a point; thence North 52 deg. 26 min. 02 sec. East, 263.44 feet to a point; thence with a

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curve to the left a chord bearing and distance North 48 deg. 21 min. 15 sec. East, 103.16 feet and having a radius of 725.00 feet to a point; thence North 44 deg. 16 min. 29 sec. East, 90.12 feet to a point; thence with a curve to the right a chord bearing and distance North 51 deg. 31 min. 39 sec. East, 195.69 feet and having a radius of 775.00 feet to a point; thence North 58 deg. 46 min. 50 sec. East, 278.04 feet to a point; thence with a curve to the left a chord bearing and distance North 47 deg. 45 min. 27 sec. East, 181.64 feet and having a radius of 475.00 feet to a point; thence North 36 deg. 44 min. 04 sec. East, 40.26 feet to a point; thence with a curve to the left a chord bearing and distance North 20 deg. 10 min. 15 sec. East, 128.29 feet and having a radius of 225.00 feet to a point; thence North 03 deg. 36 min. 26 sec. East, 264.45 feet to a point; thence with a curve to the right a chord bearing and distance North 37 deg. 32 min. 11 sec. East, 306.99 feet and having a radius of 275.00 feet to a point; thence North 71 deg. 27 min. 56 sec. East, 139.66 feet to a point; thence with a curve to the left a chord bearing and distance North 53 deg. 52 min. 46 sec. East, 135.96 feet and having a radius of 225.00 feet to a point; thence North 36 deg. 17 min. 36 sec. East, 462.93 feet to a point; thence with a curve to the right a chord bearing and distance North 45 deg. 46 min. 10 sec. East, 337.50 feet and having a radius of 1,025.00 feet to a point; thence North 55 deg. 14 min. 44 sec. East, 247.13 feet to a point; thence with a curve to the right a chord bearing and distance North 75 deg. 05 min. 43 sec. East, 280.15 feet and having a radius of 412.52 feet to a point; thence with a curve to the right a chord bearing and distance North 64 deg. 13 min. 24 sec. East, 209.46 feet and having a radius of 205.00 feet to a point; thence with a curve to the right a chord bearing and distance North 67 deg. 55 min. 19 sec. East, 288.28 feet and having a radius of 255.00 feet to a point; thence South 77 deg. 39 min. 27 sec. East, 113.64 feet to a point on the western right of way of N.C. Highway 8 and being the north western corner of the 50 foot easement; thence with the western right of way of N.C. Highway 8, South 12 deg. 20 min. 33 sec. West, 50.00 feet to the point and place of beginning and containing 5.509 acres more or less as shown on a survey titled "KEJ Marketing Company, Inc." prepared by Charles C. Whicker, RLS and Associates, Inc. and dated June 30, 1995.

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Also together with 2 sight distance easements as follows: the first beginning at a point the western right of way of N.C Highway 8 said point being the north western corner of the 50 foot easement; thence with the easement North 77 deg. 39 min. 27 sec. West, 10.00 feet to a point, thence North 05 deg. 10 min. 26 sec. East, 274.82 feet to a point on the western right of way of N.C. Highway 8; thence with the right of way of N.C. Highway 8, South 02 deg. 03 min. 51 sec. East, 99.92 feet to a point on the right of way of N.C. Highway 8; thence with the right of way of N.C. Highway 8 South 03 deg. 31 min. 35 sec. West, 103.56 feet to a point on the right of way of N.C. Highway 8; thence again with the right of way of N.C. Highway 8 South 09 deg. 33 min. 39 sec. West, 73.64 feet to the point and place of beginning and containing 3010 square feet. The second sight distance easement beginning at a point the western right of way of N.C. Highway 8 and being on the southern side of the 50 foot easement, thence with the right of way of Highway 8 South 15 deg. 07 min. 27 sec. West, 75.52 feet to a point on the right of way of N.C. Highway 8; thence again with the right of way of N.C. Highway 8 South 21 deg. 14 min. 08 sec. West, 104.65 feet to a point on the right of way of N.C. Highway 8; thence North 15 deg. 29 min. 35 sec. East, 179.10 feet to a point on the southern line of the 50 foot easement; thence with the easement South 77 deg. 39 min. 27 sec. East, 10.00 feet to the point and place of beginning and containing 1315 square feet.

*Hold: 10/1/84*

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DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FILED  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SPRINGS AT HIGH ROCK SUBDIVISION AND HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declaration" is made this 3rd day of August, 1995 by KEJ Marketing Company, Inc., hereinafter referred to as "Declarant", and any and all persons, firms, of corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in Davidson County, North Carolina known as The Springs at High Rock Subdivision, Phase I of which is more particularly described by plat(s) thereof recorded in the following Plat Books and Pages: 25, Page 85, 86, 87, 88, 89 in the Office of the Register of Deeds for Davidson County to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant intends to subject to this Declaration additional portions of The Springs at High Rock Subdivision for the purpose of extending the general scheme of development to such additional Property and accordingly declares that The Springs at High Rock Subdivision may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of The Springs at High Rock Subdivision as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of The Springs at High Rock Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors and assigns having any right, title, of interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to The Springs at High Rock Homeowners Association, Inc., a not for profit North Carolina corporation, its successors and assigns.

"Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

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"Property" shall mean and refer to that certain property shown on plat(s) recorded in Plat Books and Pages: 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 in the Office of the Register of Deeds for Davidson County, North Carolina and any additional property which Declarant may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, recorded separately. The terms "Property," "Subdivision," and "The Springs at High Rock" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot, except as may refer to a condominium unit later developed.

"Declarant" shall mean KEJ Marketing Company, Inc. a North Carolina corporation, and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

## ARTICLE II

### RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in reside this Declaration. It is understood that the private roads may be used to gain access to land behind the phases in the development if the same is not developed by the Declarant. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers, and maintenance of street lights.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be \$195.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year, commencing January 31, 1997, provided the board of directors may elect to permit payment in such installments and at such times as it shall determine. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner. The assessment will be due though construction of amenities may be ongoing and not get completed.

(d) The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than fifteen percent (15%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than fifteen percent (15%).

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 3. Special Assessments.

(a) In addition to the assessments specified hereinabove, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

(b) For Owners of Lots 22 through 32 of Phase 1 of The Springs at High Rock Subdivision there will be an annual special assessment of \$50.00 per lot for the purpose of reasonable maintenance expenses and operating costs of a group pier, if approved by Yadkin Inc., with a cluster of boat slips for the exclusive benefit of the Owners of Lots 22 through 32 and their families, agents, licensees and invitees and for their exclusive use and enjoyment. (See

Article III, Section 5.) The operation, funding and maintenance of this group pier and this cluster of boat slips shall not be the responsibility of the Association.

Section 4. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

Section 5. Duty to Make Repairs

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown the aforesaid plat(s) or any other common property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.

(b) The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 6. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late



charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

#### Section 7. Lien for Unpaid Assessments

(a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be their personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

### ARTICLE III

#### MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership Every owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. If and when Declarant develops additional phases in the Subdivision the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting The Association shall have two (2) classes of membership:

##### Class A

Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the

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meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Class B

(a) Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of either of the following events whichever occurs earlier.

1. The earlier of four months after ninety percent (90%) of all the lots in the Subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or

2. Twelve (12) years from date of recordation of this Declaration; or

3. At such time as Declarant voluntarily relinquishes Majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earlier of either the three above described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be five (5) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the president of the Association or by any three (3) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5. Limited Common Area (Boat Slips).

(a) The Owners of Lots 22 through 32 in Phase 1 of The Springs at High Rock as shown on the aforesaid plot(s), together with their family members, agents, licensees, and invitees, shall be eligible for the exclusive use and enjoyment, in common with each other, of a group pier with a cluster of boat slips (one for each lot) located off of the western property line of Lot 37 on High Rock Lake if approved by Yadkin Inc. It is understood that the other Owners in The Springs at High Rock shall not have the right to the use of said pier and boat slips, nor shall they have any obligations with respect to the maintenance and upkeep thereof.

(b) Each Owner shall pay an annual assessment of \$50.00 on January 1 of each year, commencing after the pier and boat slips are constructed, for the purpose of providing the necessary funds for the maintenance and upkeep of the group pier and boat slips and on slips on the community pier. This annual assessment may be increased only with a majority vote of the Owners entitled to the use of said pier and boat slips. The Owner of each lot sharing the group pier slips shall be entitled to one vote for said purpose.

(c) The Owners eligible to the use of said pier and boat slips shall among themselves elect a designated Owner to act as treasurer for said Owners, who shall have the responsibility

of opening and maintaining a bank account on behalf of said Owners. The treasurer shall receive the annual assessments, deposit the same in the Owners' bank account, and keep records of all receipts and expenditures. The treasurer shall provide such records to all of the Owners of said lots annually in January of each year, and also upon the request of any Owner of said lots.

(d) All maintenance, upkeep, and repairs to the group pier and boat slips shall require approval of a majority of the Owners entitled to the use thereof.

(e) Any Owner of said lots who does not pay the annual assessment as provided herein shall lose the privilege of the use and enjoyment of the group pier and boat slips for so long as said assessments shall remain unpaid. If the slip becomes a hazard the Home Owner's Association may remove it and bill the Owner for the expense.

(f) The Owner of lot 16, 17, 20 and 21 will each be eligible to construct a boat slip from the community pier and each will be responsible for the maintenance and upkeep of his/her slip. If the owner fails to maintain the slip and allows it to become unsightly or a hazard, the Homeowners Association may remove the slip and bill the owner for the expense.

(g) Owners of lot 2-9, and 34-37 are eligible for a shared pier. The second party to build will have to 1) be under roof, and 2) reimburse one half (1/2) the cost of the pier to the other lot Owner who built the pier before they will be eligible for their boat slip.

(h) Owners of lot 18, 19 and 26 will share day slips on a community with all non-waterfront lot owners.

(i) Eligible lot purchasers may select the location of their slips on the group and community pier in order of the date of their lot purchase.

#### Section 6. Additional Phases

The Declarant intends (but is not obligated) to develop one or more additional phases of The Springs at High Rock Subdivision and incorporate the same within the provisions of this declaration. Such phases may include condominiums and/or patio homes which if developed will have one vote each and will pay the same dues as a lot owner.

### ARTICLE IV

#### CONVEYANCE OF COMMON PROPERTY

Within twelve (12) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road right-of-ways and any other Common Property within the Subdivision to the Association.

### ARTICLE V

#### ARCHITECTURAL CONTROL

(a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter

"Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, house trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision.

(b) The Committee shall consist of three persons designated or appointed from time to time by the Declarant, its successors or assigns, one of whom shall be appointed from among lot owners. After 90% of the lots in Subdivision are sold and 90% of undeveloped acreage is sold by the Declarant, its successors or assigns, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this Subdivision have been sold.

(c) Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

(e) The Committee or its designated agents shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 30 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

(f) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of

BK 0952 PG 1008

the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

ARTICLE VI

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of The Springs at High Rock Subdivision which plat(s) are to be recorded, and all Property which may be acquired in the future to be made a part of The Springs at High Rock Subdivision, is made subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one or more of these covenants by judgement or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declarations.
- (b) To correct grammar spelling, capitalization and other matters of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six (66%) of the lot and condominium Owners and the vote of the Declarant, its successors, and assigns.

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then Owners of the lots and condominiums, and the Declarant and has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of The Springs at High Rock Subdivision and Homeowners Association to be duly executed this 3rd day of August, 1995.

  
(CORPORATE SEAL)  
Maxine W. Turner  
Assistant Secretary

KEJ MARKETING CO., INC.

By: Rita A. Collins  
Rita A. Collins, President

STATE OF NORTH CAROLINA )  
COUNTY OF DAVISON )

I, a Notary Public of the County and State aforesaid, certify that Rita A. Collins personally came before me this day and acknowledged that she is the President of KEJ Marketing Co., Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by her as its President, sealed with its corporate seal and attested by Maxine W. Turner as its Assistant Secretary.

Witness my hand and seal this 3rd day of August, 1995.

Sherry S. O'Neil  
Notary Public



Commission expires: May 6, 1997

North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of  
Sherry S. O'Neil  
Notary Public (Notaries Public) is certified to be correct  
this 4th day of Aug. A.D. 1995  
Ronald W. Calhoun, Register of Deeds  
Ronald W. Calhoun



*Hold/hold*

BK 1008 PG 0785

FILED

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

96 SEP 30 PM 4:01

RONALD W. CALLICUTT  
REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

*12.00*

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 30th day of September, 1996 by KEJ Marketing Co., In., 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."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase 1 of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25 and Pages 85, 86, 87, 88, and 89 in the Office of the Register of Deeds for Davidson County to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, Pages 85, 86, 87, 88, and 89 are subject to Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952 Page 987, and the Declaration of Covenants, Conditions, Restrictions of The Springs at High Rock Subdivision and Homeowners Association, as set forth in Book 952 Page 999 in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase III of The Springs at High Rock Subdivision as more particularly described by plat thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, 111, in the Office of the Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase III subject to the above referenced Declarations as set forth in Book 952, Page 987 and Book 952, Page 999, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

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NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

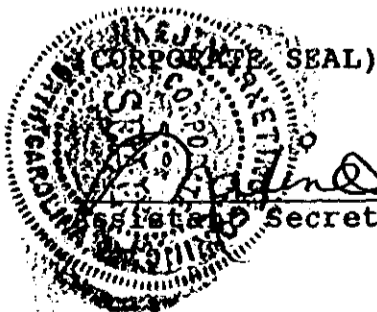
1. PHASE III. All the real property and lots of Phase III of The Springs at High Rock Subdivision more particularly described by plat thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, 111, in the Office of the Register of Deeds for Davidson County, North Carolina, shall be held, transferred, conveyed and occupied subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision 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, the terms and conditions of which are incorporated herein by reference, except as modified in paragraph two (2) below;
2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987 in the Declaration of Restrictive Covenants as set forth in Book 952, Page 987 is amended and modified as:

Each single-family dwelling shall have an enclosed, heated living area (exclusive to open porches, garages, and other unheated spaces) not less than 1,800 square feet on the waterfront and 1,600 square feet on the interior lots within the subdivision, regardless of the number of stories. Design, construction of all improvements on each lot (regardless of when such improvements are made) and the landscape in 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 III of The Springs at High Rock Subdivision as set forth in Plat Book 26, Page 107, 108, 109, 110, 111, in the Office of the Davidson County Registry, 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 30th day of September, 1996.

KEJ MARKETING CO., INC.

BY: *John A. Collins*  
President



*John W. Turner*  
Secretary

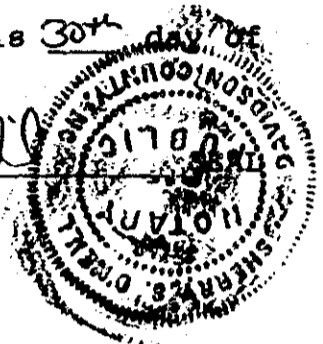
STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

I, Shery S. O'Neill, a Notary Public of the County and State aforesaid, do hereby certify that Maxine W. Turner personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 30<sup>th</sup> day of September, 1996.

Shery S. O'Neill  
Notary Public



My Commission Expires: May 6, 1997

North Carolina-Davidson County  
The foregoing (or annexed) certificate(s) of Shery S. O'Neill  
Notary Public (Notaries Public) is certified to be correct  
this 30<sup>th</sup> day of Sept. A.D. 1996  
Ronald W. Callicutt, Register of Deeds  
Ronald W. Callicutt

PK 1040PG 1321

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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF

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14.00

THE SPRINGS AT HIGH ROCK SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 14th day of July, 1997, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, Pages 85, 86, 87, 88, and 89 and Plat Book 26, Pages 107, 108, 109, 110, and 111 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 1008, Page 0785, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

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WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 © of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase II of The Springs at High Rock Subdivision as more particularly described by plat thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, & 16, in the Office of the Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase II subject to the above referenced Declarations as set forth in Book 952, Page 987; Book 952, Page 999; and Book 1008, Page 0785, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE II. All the real property and lots of Phase II of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, & 16, 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 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 1008, Page 0785, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants as set forth in Book 952, Page 987, is amended and modified as follows:

Each single-family dwelling shall have an enclosed, heated living area (exclusive to open porches, garages, and other unheated spaces) not less than 1,800 square feet on the waterfront and 1,600 square feet on the interior lots within the subdivision, regardless of the number of stories. Design, construction of all improvements on each lot (regardless of when such improvements are made) and the landscape in 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 II of The Springs at High Rock Subdivision as set forth in Plat Book 27, Pages 12, 13, 14, 15, & 16, 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 described in Book 1008, Page 785, Davidson County Registry, North Carolina.

3. 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 Phase II of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase II of the Springs at High Rock Subdivision 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.

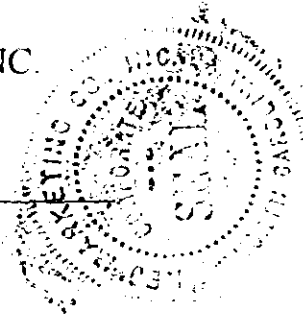
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IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 14<sup>th</sup> day of July, 1997.

KEJ MARKETING CO., INC.

(Corporate Seal)

By: [Signature]  
President



[Signature]  
Assistant Secretary

STATE OF NORTH CAROLINA

Mecklenburg  
COUNTY OF DAVIDSON

I, Tammy L. Croser, a Notary Public of the County and State aforesaid, do hereby certify that [Signature] personally appeared before me this day and acknowledged that he/she is Assistant Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its Secretary.

Witness my hand and official seal or stamp this 14<sup>th</sup> day of July, 1997.

[Signature]  
Notary Public

My Commission Expires: 11-11-2000



North Carolina—Davidson County  
The foregoing for an undivided interest of \_\_\_\_\_  
Tammy L. Croser  
Notary Public (Notaries Public) is certified to be correct  
this 15 day of July, A.D. 1997  
Ronald W. Callicutt, Register of Deeds  
[Signature] Davidson

Hold - Hold

BK 1050 PG 1733

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

97 OCT -1 PM 3:48

14.00

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 1st day of October, 1997, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, Pages 85, 86, 87, 88, and 89, and Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, Restrictions of The Springs at High Rock Subdivision and Homeowners Association, as set forth in

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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 and Book 1008, Page 0785, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase IV of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in Plat Book 27, Pages 65, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase IV subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, and Book 1008, Page 0785, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE IV. All the real property and lots of Phase IV of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 27, Pages 65, 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 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 and Book 1008, Page 0785, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants is amended and modified as follows:

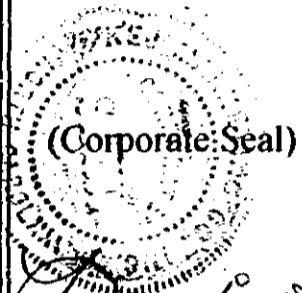
Each single-family dwelling shall have an enclosed, heated living area (exclusive to open porches, garages, and other unheated spaces) not less than 1,800 square feet on the waterfront and 1,600 square feet on the interior lots within the subdivision, regardless of the number of stories. Design, construction of all improvements on each lot (regardless of when such improvements are made) and the landscape in 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 IV of The Springs at High Rock Subdivision as set forth in Plat Book 27, Pages 65, 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 described in Book 1040, Page 1321 and Book 1008, Page 785, Davidson County Registry, North Carolina.

3. 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 Phase IV of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase IV of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 1<sup>st</sup> day of October, 1997.

KEJ MARKETING CO., INC.



By: [Signature]  
President

[Signature]  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

I, Crystal B. Cooke, a Notary Public of the County and State aforesaid, do hereby certify that Maxine W. Turner personally appeared before me this day and acknowledged that ~~he~~/she is Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its Secretary.

Witness my hand and official seal or stamp this 1<sup>st</sup> day of October, 1997.

Crystal B. Cooke  
Notary Public

My Commission Expires: 10-11-97



North Carolina - Davidson County  
The foregoing, for a true and correct copy of \_\_\_\_\_  
Crystal B. Cooke  
Notary Public witnesses hereby is certified to be correct  
this 1 day of Oct 1997  
Ronald W. Council, Register of Deeds  
[Signature]

*17/2/97  
10/24/97*

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FILED 10/24

97 OCT 24 PM 4:34

DEEDS  
CLERK

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 1<sup>st</sup> day of October, 1997, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

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WHEREAS, the real property and lots as shown on said Plat Book 25, Pages 85, 86, 87, 88, and 89, and Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and Book 1050, Page 1733, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase V of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in Plat Book 27, Pages 68 and 69, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase V subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785 and Book 1050, Page 1733, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE V. All the real property and lots of Phase V of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 27, Pages 68 and 69, 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 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 and Book 1050, Page 1733, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants is amended and modified as follows:

Each single-family dwelling shall have an enclosed, heated living area (exclusive to open porches, garages, and other unheated spaces) not less than 1,800 square feet on the waterfront and 1,600 square feet on the interior lots within the subdivision, regardless of the number of stories. Design, construction of all improvements on each lot (regardless of when such improvements are made) and the landscape in 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 V of The Springs at High Rock Subdivision as set forth in Plat Book 27, Pages 68 and 69, 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 described in Book 1040, Page 1321, Book 1008, Page 785 and Book 1050, Page 1733, Davidson County Registry, North Carolina.

3. Declarant hereby reserves, for its benefit, its successors and assigns perpetual Drainfield Utility and Access Easements for the purpose of installing,

3. 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 Phase V of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase V of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 1<sup>st</sup> day of October, 1997.

KEJ MARKETING CO., INC.

(Corporate Seal)



By *Paul A. Scanni*  
President

*John J. Jurek*  
Assistant Secretary

3X 1053860935

STATE OF NORTH CAROLINA

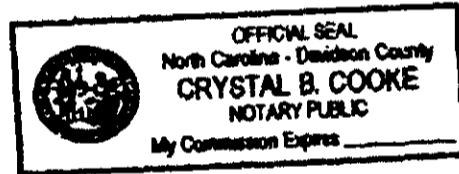
COUNTY OF DAVIDSON

I, Crystal B. Cooke, a Notary Public of the County and State aforesaid, do hereby certify that Maxine W. Turner personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 1<sup>st</sup> day of October 1997.

Crystal B. Cooke  
Notary Public

My Commission Expires: 10-11-97



North Carolina - Davidson County  
The foregoing (or annexed) certificate(s) of  
Crystal B. Cooke

Notary Public (Notaries Public) is certified to be correct  
this 24 day of Oct A.D. 1997

Ronald W. Callcott, Register of Deeds  
Ronald W. Callcott Deputy



*Hold  
Hollow*

BK 1058 PG 1714  
16-00

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

FILED  
97 DEC -9 AM 11:31  
REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 3<sup>rd</sup> day of December, 1997, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

027817

WHEREAS, Phase V of The Springs at High Rock Subdivision, Map 1 and Map 2, is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68 and 69 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more particular description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, Pages 85, 86, 87, 88, and 89, and Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111, and Plat Book 27, Pages 68 and 69 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and Book 1050, Page 1733 and Book 1053, Page 0931, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase V, Map 3, of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in Plat Book 27, Page 83, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase V, Map 3, as set forth in Plat Book 27, Page 83, subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785 and Book 1050, Page 1733, and Book 1053, Page 0931, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the

**Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.**

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE V. All the real property and lots of Phase V, Map 3, of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 27, Page 83, 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 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 and Book 1050, Page 1733, and Book 1053, Page 0931, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants is amended and modified as follows:

Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than 1,800 square feet on the waterfront and 1,600 square feet on the interior lots within the subdivision, regardless of the number of stories. Design, construction of all improvements on each lot (regardless of when such improvements are made) and the landscape in 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 V, Map 3, of The Springs at High Rock Subdivision as set forth in Plat Book 27, Page 83, 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

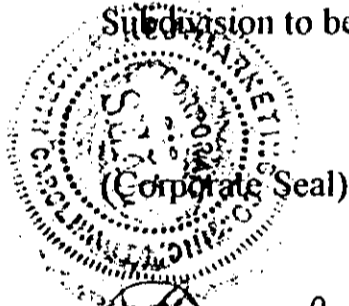
BK 1058 PG 1717

Springs at High Rock Subdivision, as described in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733 and Book 1053, Page 0931, Davidson County Registry, North Carolina.

3. 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 Phase V, Map 3, of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase V, Map 3, of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 8<sup>th</sup> day of December, 1997.

KEJ MARKETING CO., INC.



By: [Signature]  
President

[Signature]  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON *Davidson*

I, *Jimmy L. Crozier*, a Notary Public of the County and State aforesaid, do hereby certify that *Suzanne St. James* personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this *8<sup>th</sup>* day of December, 1997.

*Jimmy L. Crozier*  
Notary Public

My Commission Expires: *11-11-2000*



North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of \_\_\_\_\_  
*Jimmy L. Crozier*  
Notary Public (Notary Public) is certified to be correct  
this *9* day of *Dec* A.D. *1997*  
Ronald W. Calhoun, Register of Deeds  
*Ronald W. Calhoun* -Deputy

BK 1095PG 1103

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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

FILED

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DAVIDSON COUNTY  
REGISTER OF DEEDS  
OFFICE

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 28<sup>th</sup> day of August, 1998, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

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WHEREAS, Phase V of the Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 68 and

69 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, page 85, 86, 87, 88, and 89 Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 and Plat Book 27, Page 65 and Plat Book 25, Pages 68 and 69 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, Restrictions of The Springs at High Rock Subdivision and Homeowners Association, as set forth in Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, and in Book 1053, Page 931 in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase VI and Phase VII of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in, Phase VI, Plat Book 29, Pages 6 and 7, and Phase VII, Plat Book 29, Pages 8, 9, and 10, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase VI and Phase VII subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, and Book 1053, Page 931 Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE VI and PHASE VII, All the real property and lots of Phase VI of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 29, Pages 6 and 7, and Phase VII of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 29, Pages 8, 9, and 10 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, and Book 1053, Page 931 Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants, for Phase VI and Phase VII 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 spaces) not less than One Thousand Eight Hundred (1,800) square feet on all lots within Phase VI and Phase VII 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 VI of The Springs at High Rock Subdivision as set forth in Plat Book 29, Pages 6 and 7, and Phase VII of The Springs at High Rock Subdivision as set forth in Plat Book 29, Pages 8, 9, and 10, 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 described in Book 1040, Page 1321, Book 1008, Page



BK 1095PG 1106

785, Book 1050, Page 1733, and Book 1053, Page 931 Davidson County Registry, North Carolina.

3. 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 Phase VI and Phase VII of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase VI and Phase VII of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 28<sup>th</sup> day of August, 1998.

KEJ MARKETING CO., INC.



By: *Boyd Collins*  
President

*Patricia W. Turner*  
Assistant Secretary

STATE OF NORTH CAROLINA

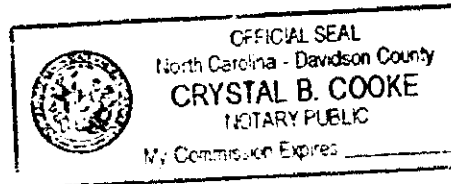
COUNTY OF DAVIDSON

I, Crystal B Cooke, a Notary Public of the County and State aforesaid, do hereby certify that Maxine W. Turner personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 28<sup>th</sup> day of August 1998.

Crystal B Cooke  
Notary Public

My Commission Expires: 10-11-2002



North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of \_\_\_\_\_

Crystal B. Cooke  
Notary Public (Notaries Public) is certified to be correct  
this 28 day of Aug A. D. 1998  
Ronald W. Callcutt, Register of Deeds  
Jeni S. Ward Deputy

BY 1106FG0362

FILED

16.00

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

93 NOV -9 AM 9:17

REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 29<sup>th</sup> day of October, 1998, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

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WHEREAS, Phase V of the Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 68 and

69 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VI Plat Book 29, Pages 6 and 7 and Phase VII Plat Book 29, Pages 8, 9, and 10 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, the real property and lots as shown on said Plat Book 25, page 85, 86, 87, 88, and 89 Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 and Plat Book 27, Page 65 and Plat Book 25, Pages 68 and 69 and Plat Book 29, Pages 6 and 7 and Plat Book 29, Pages 8, 9, and 10 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and in Book 1095, Page 1103 in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase VIII of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in, Phase VIII, Plat Book 29, Pages 41, 42, 43 and 44, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase VIII subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 Davidson County Registry by filing this

**Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.**

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE VIII, All the real property and lots of Phase VIII of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 29, Pages 41, 42, 43 and 44, 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 and Book 1095, Page 1103 Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants, for Phase VIII 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 spaces) not less than One Thousand Eight Hundred (1,800) square feet on all lots within Phase VIII 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 VIII of The Springs at High Rock Subdivision as set forth in Plat Book 29, Pages 41, 42, 43 and 44, 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 described in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 Davidson County Registry, North Carolina.

3. 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 Phase VIII of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase VIII of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 29 day of October, 1998.

KEJ MARKETING CO., INC.



By: William L. Little  
V. President

Maline W. Turner  
Secretary

BY 1106PG0366

STATE OF NORTH CAROLINA

COUNTY OF Union

I, Laura C Lindberg, a Notary Public of the County and State aforesaid, do hereby certify that Daphne H. Turner personally appeared before me this day and acknowledged that he/she is Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its Secretary.

Witness my hand and official seal or stamp this 29<sup>th</sup> day of April, 1998.

Laura C Lindberg  
Notary Public



My Commission Expires: 8-23-2003

North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of \_\_\_\_\_

Laura C Lindberg  
Notary Public (Notaries Public) is certified to be correct  
this 9 day of NOV A.D. 1998  
Ronald W. Callicutt, Register of Deeds  
Devin S. Ward Deputy

HE-1107

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SUPPLEMENTARY DECLARATION OF  
 DECLARATION OF  
 RESTRICTIVE COVENANTS  
 OF  
 THE SPRINGS AT HIGH ROCK SUBDIVISION

DAVIDSON COUNTY NC  
**Book 1168**  
**Pages 0029-0033**  
 FILED 5 PAGE(S)  
 01/19/2000 4:22 PM  
 RONALD W CALLICUTT  
 Register of Deeds

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 19<sup>th</sup> day of January, 2000, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of the Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 68 and

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69 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VI Plat Book 29, Pages 6 and 7 and Phase VII Plat Book 29, Pages 8, 9, and 10 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, Phase VIII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VIII Plat Book 29, Pages 41, 42, 43, and 44 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, the real property and lots as shown on said Plat Book 25, page 85, 86, 87, 88, and 89 Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 and Plat Book 27, Page 65 and Plat Book 25, Pages 68 and 69 and Plat Book 29, Pages 6 and 7 and Plat Book 29, Pages 8, 9, and 10 and Plat Book 29, pages 41, 42, 43, and 44 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and in Book 1106, page 362 in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase IX of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in, Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase IX subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362 Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE IX, All the real property and lots of Phase IX of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 31, Pages 53, 54, and 55, 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 and Book 1106, page 362 Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants, for Phase IX 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 spaces) not less than One Thousand Eight Hundred (1,800) square feet on all lots within Phase IX 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 IX of The Springs at High Rock Subdivision as set

forth in Plat Book 31, Pages 53, 54, and 55, 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 described in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362 Davidson County Registry, North Carolina.

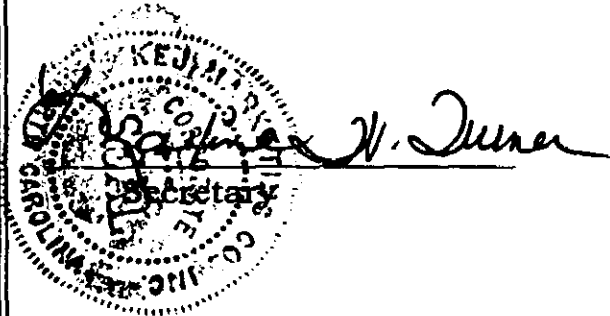
3. Declarant hereby reserves, for its benefit, its successors and assigns perpetual Drainfield Utility and Access Easements for the purpose of installing, constructing, maintaining, inspecting, and repairing septic tank and sewer lines across, upon and along the streets and road right of ways of Phase IX of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase IX of the Springs, at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 19<sup>th</sup> day of January, 2000.

KEJ MARKETING CO., INC.

ATTEST:  
(Corporate Seal)

By: *Pete Hallen* (SEAL)  
President



STATE OF NORTH CAROLINA

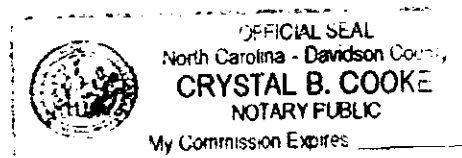
COUNTY OF Davidson

I, Crystal B. Cooke, a Notary Public of the County and State aforesaid, do hereby certify that Maxine W. Turner personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 19th day of November, 1999.

Crystal B. Cooke  
Notary Public

My Commission Expires: 10-11-2002



North Carolina - Davidson County  
The foregoing (or annexed certificate(s) of \_\_\_\_\_

Crystal B. Cooke  
Notary Public (Notarizing Public) is certified to be correct  
this 19 day of January, A. D. 2000  
Ronald W. Casady, Notary Public, Deputy  
Crystal B. Cooke Deputy

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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE X

DAVIDSON COUNTY NC  
Book 1210  
Pages 0532-0536  
FILED 5 PAGE(S)  
12/06/2000 4:34 PM  
RONALD W CALICOTT  
Register of Deeds

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 5<sup>th</sup> day of December, 2000, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

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WHEREAS, Phase V of the Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 68 and 69 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VI Plat Book 29, Pages 6 and 7 and Phase VII Plat Book 29, Pages 8, 9, and 10 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, Phase VIII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VIII Plat Book 29, Pages 41, 42, 43, and 44 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, the Declarant is the owner of Phase IX of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in , Phase IX, Plat Book 31, Page 53, 54, and 55, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, page 85, 86, 87, 88, and 89 Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 and Plat Book 27, Page 65 and Plat Book 25, Pages 68 and 69 and Plat Book 29, Pages 6 and 7 and Plat Book 29, Pages 8, 9, and 10 and Plat Book 29, pages 41, 42, 43, and 44 are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and in Book 1106, page 362, and Book 1168, Page 29-33; in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary

Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase X of the Springs at High Rock Subdivision as more particularly described by plat thereof recorded in, Phase X, Plat Book 33, Pages 24 & 25, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase IX subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362, and Book 1168, Page 29-33; Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE X, All the real property and lots of Phase X of The Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 33, Pages 24 & 25, 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 and Book 1106, page 362, and Book 1168, Page 29-33; Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants, for Phase IX 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 spaces) not less

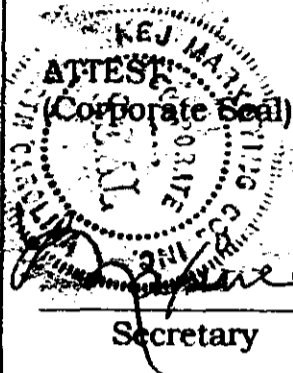
than One Thousand Eight Hundred (1,800) square feet on all lots within Phase X of the Springs at High Rock Subdivision, regardless of the number of stories. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each 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 X of The Springs at High Rock Subdivision as set forth in Plat Book 33, Pages 24 & 25, 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 described in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362, and Book 1168, Page 29-33; Davidson County Registry, North Carolina.

3. 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 Phase X of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase X of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 5<sup>th</sup> day of December, 2000.



KEJ MARKETING CO., INC.



By: [Signature] (SEAL)  
President

[Signature]  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF Union

I, Gail C Forcier, a Notary Public of the County and State aforesaid, do hereby certify that [Signature] personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 5<sup>th</sup> day of December, 2000.

[Signature]  
Notary Public

My Commission Expires: 2-13-2002



North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of \_\_\_\_\_

Gail C Forcier  
Notary Public (Notaries Public) is certified to be correct  
this 6 day of Dec A.D. 2000  
Ronald W. Callicutt, Registrar of Deeds  
[Signature]

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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE XI

DAVIDSON COUNTY NC  
Book 1312  
Pages 1362-1366  
FILED 5 PAGE(S)  
04/25/2002 11:45 AM  
RONALD W. CALLICUTT  
Register of Deeds

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 16<sup>th</sup> day of April, 2002, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65 in the Office of the Register of Deeds for Davidson, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of the Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 68 and

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69 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VI Plat Book 29, Pages 6 and 7 and Phase VII Plat Book 29, Pages 8, 9, and 10 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description; and

WHEREAS, Phase VIII of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44 in the office of the register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more particular description Davidson County;

WHEREAS, Phase IX of the Springs at High Rock Subdivision as more particularly described by plat recorded in, Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, Phase X of the Springs at High Rock is more particularly described by Plat thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, page 85, 86, 87, 88, and 89 Plat Book 27, Pages 12, 13, 14, 15, and 16, and Plat Book 26, Pages 107, 108, 109, 110, and 111 and Plat Book 27, Page 65 and Plat Book 25, Pages 68 and 69 and Plat Book 29, Pages 6 and 7 and Plat Book 29, Pages 8, 9, and 10 and Plat Book 29, pages 41, 42, 43, 44, and Plat Book 31, Pages 53, 54, and 55, are subject to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, Page 987, and the Declaration of Covenants, Conditions, 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 and in Book 1106, page 362; Book 1168, Page 0029-0033, Book 1210, Page 532; in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2 (c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of

The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase XI of the Springs at High Rock Subdivision, and being known as Cascade Creek at the Springs, as more particularly described by plat thereof recorded in, Phase XI, Plat Book 36, Page 23, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, Phase XI of the Springs at High Rock is a recombination of Lots 22 through 25 of the Springs at High Rock Phase IX as set forth in Plat Book 31, Page 53 and Lots 36 through 38 of the Springs at High Rock Phase II as set forth in Plat Book 27, Page 14, Davidson County Registry; and

WHEREAS, pursuant to the terms and conditions of the Declarations and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XI subject to the above referenced Declarations as set forth in Book 952, Page 987, Book 952, Page 999, Book 1040, Page 1321, Book 1008, Page 0785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362; Book 1168, Page 0029-0033 and Book 1210, Page 532; Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares as follows:

1. PHASE XI, All the real property and lots of Phase XI Cascade Creek at the Springs at High Rock Subdivision, more particularly described by plat thereof recorded in Plat Book 36, Page 23, 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 and Book 1106, page 362, Book 1168, Page 0029-0033, Book 1210, Page 532; Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, Page 987, in the Declaration of Restrictive Covenants, for Phase XI 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 spaces) not less than One Thousand Eight Hundred (1,800) square feet on all lots within Phase XI of the Springs at High Rock Subdivision, and being known as Cascade Creek, 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 XI of The Springs at High Rock Subdivision, known as Cascade Creek as set forth in Plat Book 36, Page 23, 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 described in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733, Book 1053, Page 931 and Book 1095, Page 1103 and Book 1106, page 362, Book 1168, Page 0029-0033, Book 1210, Page 532; Davidson County Registry, North Carolina.

3. 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 Phase XI of the Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase XI of the Springs at High Rock Subdivision 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of the Springs at High Rock Subdivision to be duly executed this the 16<sup>th</sup> day of April, 2002.

KEJ MARKETING CO., INC.

ATTEST:  
(Corporate Seal)

By: [Signature] (SEAL)  
President

[Signature]  
Secretary

STATE OF NORTH CAROLINA

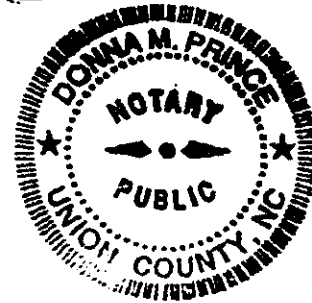
COUNTY OF Union

I, Donna M. Prince, a Notary Public of the County and State aforesaid, do hereby certify that [Signature] personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of KEJ MARKETING CO., INC. 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 himself/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal or stamp this 16<sup>th</sup> day of April, 2002.

[Signature]  
Notary Public

My Commission Expires: 10-01-02



North Carolina—Davidson County  
This foregoing (or annexed) certificate of \_\_\_\_\_  
Donna M. Prince

Notary Public (Notarize Public) is certified to be correct  
On 25 of April A.D. 2002  
Randy W. Calcutt, Register of Deeds  
[Signature] Deputy

23  
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Return to:  
Sprinkley Weisler  
10 LSB PK 20  
Lenoir NC 27262

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE XIV

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 14th day of November, 2002, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68 and 69, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VI, Plat Book 29, Pages 6 and 7 and Phase VII, Plat Book 29, Pages 8, 9, and 10 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

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WHEREAS, Phase VIII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IX of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase X of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XI of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase XI, Plat Book 36, Page 23, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, plats of Phase XII and Phase XIII of The Springs at High Rock Subdivision are unrecorded; and

WHEREAS, the real property and lots as shown on said Plat Book 25, pages 85, 86, 87, 88, and 89; Plat Book 27, pages 12, 13, 14, 15, and 16; Plat Book 26, pages 107, 108, 109, 110, and 111; Plat Book 27, page 65; Plat Book 27, pages 68 and 69; Plat Book 29, pages 6 and 7; Plat Book 29, pages 8, 9, and 10; Plat Book 29, pages 41, 42, 43, 44; Plat Book 31, pages 53, 54, and 55; Plat Book 33, pages 24 and 25; and Plat Book 36, page 23, are SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, page 987, and the Declaration of Covenants, Conditions, 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; and Book 1312, page 1362, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2(c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Phase XIV of The Springs at High Rock Subdivision and being known as Boulder Ridge as more particularly described by plat thereof recorded in Plat Book 37, pages 70 and 71, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, Boulder Ridge, The Springs at High Rock, Phase 14, is a recombination of Lots 22-24 of The Springs at High Rock, Phase X, Map 1, as set forth in Plat Book 33, page 24, and Lots 25-36 of The Springs at High Rock, Phase X, Map 2, as set forth in Plat Book 33, page 25, Davidson County Registry; and

WHEREAS, pursuant to the terms and conditions of the Declaration and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XIV SUBJECT to the above referenced Declarations as set forth in Book 952, page 987; Book 952, page 999; 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; and Book 1312, page 1362, Davidson County Registry by filing this



Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW, THEREFORE, in accordance with the recitals which by this reference as made a substantive part hereof, Declarant declares as follows:

1. PHASE XIV, All the real property and lots of **Boulder Ridge, The Springs at High Rock, Phase 14**, more particularly described by plat thereof recorded in Plat Book 37, pages 70 and 71, 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; and Book 1312, page 1362, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, page 987, in the Declaration of Restrictive Covenants, for Phase XIV 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 spaces) not less than one thousand eight hundred (1,800) square feet on all lots within Phase XIV 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 XIV of The Springs at High Rock Subdivision, known as Boulder Ridge, as set forth in Plat Book 37, pages 70 and 71, 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 described 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; and Book 1312, page 1362, Davidson County Registry, North Carolina.

3. 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 Phase XIV of The Springs at High Rock Subdivision as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Phase XIV of The Springs at High Rock Subdivision 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.

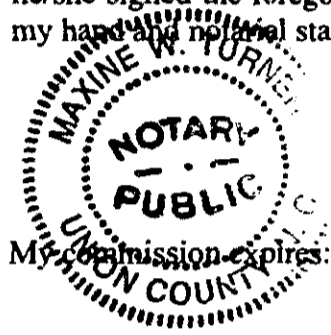
IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this the 14th day of November, 2002.

KEJ MARKETING CO., INC.

By: Sheila Rowell  
Vice President

State of North Carolina - County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that Sheila Rowell personally came before me this day and acknowledged that he/she is the Vice President of KEJ MARKETING CO., INC., a North Carolina corporation, and that by authority duly given and as the act of such corporation, he/she signed the foregoing instrument in its name on its behalf as its act and deed. WITNESS my hand and notarial stamp or seal, this 14th day of November, 2002.



Maxine W. Turner  
Notary Public

The foregoing Certificate(s) of Maxine W. Turner 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.

Ronald W. Callicutt

Register of Deeds for Davidson County.

By: Mary E Rhodes Deputy/~~Assistant~~ - Register of Deeds.

DAVIDSON COUNTY NC  
Book 1370  
Pages 1294-1297  
FILED 4 PAGE(S)  
12/13/2002 4:34 PM  
RONALD W. CALLICUTT  
Register of Deeds

23.00  
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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE 15

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 13<sup>th</sup> day of December, 2002, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68 and 69, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VI, Plat Book 29, Pages 6 and 7 and Phase VII, Plat Book 29, Pages 8, 9, and 10 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VIII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

PREPARED BY AND RETURN TO: CHARLES H. MCGIRT, BRINKLEY WALSER, PLLC

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WHEREAS, Phase IX of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase X of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XI of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase XI, Plat Book 36, Page 23, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, plats of Phase XII and Phase XIII of The Springs at High Rock Subdivision are unrecorded; and

WHEREAS, Phase XIV of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 37, pages 70 and 71, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, pages 85, 86, 87, 88, and 89; Plat Book 27, pages 12, 13, 14, 15, and 16; Plat Book 26, pages 107, 108, 109, 110, and 111; Plat Book 27, page 65; Plat Book 27, pages 68 and 69; Plat Book 29, pages 6 and 7; Plat Book 29, pages 8, 9, and 10; Plat Book 29, pages 41, 42, 43, 44; Plat Book 31, pages 53, 54, and 55; Plat Book 33, pages 24 and 25; Plat Book 36, page 23; and Plat Book 37, pages 70 and 71, are SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, page 987, and the Declaration of Covenants, Conditions, 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; and Book 1362, page 1479, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2(c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of The Springs at High Rock Phase 15 and being known as Cascade Creek Phase 2 as more particularly described by plat thereof recorded in Plat Book 37, page 98, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, Cascade Creek Phase 2 is a recombination of Lot 157 of The Springs at High Rock, Phase 8, Map 4, as set forth in Plat Book 29, page 44, and Lots 26 and 27 of The Springs at High Rock, Phase 9, Map 2, as set forth in Plat Book 31, page 54, Davidson County Registry; and

WHEREAS, pursuant to the terms and conditions of the Declaration and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XIV SUBJECT to the above referenced Declarations as set forth in Book 952, page 987; Book 952, page 999; 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; and Book 1362, page 1479, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW, THEREFORE, in accordance with the recitals which by this reference as made a substantive part hereof, Declarant declares as follows:

1. **CASCADE CREEK PHASE 2**, All the real property and lots of **Cascade Creek Phase 2**, The Springs at High Rock Phase 15, more particularly described by plat thereof recorded in Plat Book 37, page 98, 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; and Book 1362, page 1479, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, page 987, in the Declaration of Restrictive Covenants, for Phase XIV 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 spaces) not less than one thousand eight hundred (1,800) square feet on all lots within Phase XIV 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 XIV of The Springs at High Rock Subdivision, known as Boulder Ridge, as set forth in Plat Book 37, pages 70 and 71, 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 described 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; and Book 1362, page 1479, Davidson County Registry, North Carolina.

3. 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 Cascade Creek Phase 2 as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Cascade Creek Phase 2 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.

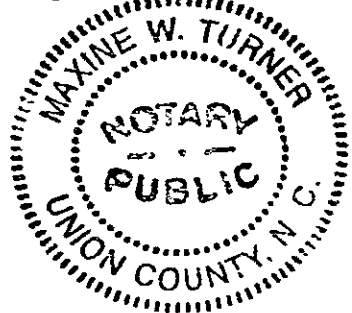
IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this the 13th day of December, 2002.

KEJ MARKETING CO., INC.

By: Amon McCormack, Jr.  
Vice President

State of North Carolina  
County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that / <sup>Amon McCormack, Jr.</sup> personally came before me this day and acknowledged that he/~~she~~ is the Vice President of **KEJ MARKETING CO., INC.**, a North Carolina corporation, and that by authority duly given and as the act of such corporation, he/she signed the foregoing instrument in its name on its behalf as its act and deed. WITNESS my hand and notarial stamp or seal, this 13th day of December, 2002.



Notary Public: Maxine W. Turner  
My commission expires: 6-20-2003

The foregoing Certificate(s) of Maxine W. Turner 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: Ronald W. Callicutt  
Register of Deeds for Davidson County.

By: Cynthia R. Clark Deputy/Assistant - Register of Deeds.

Hold  
over

DAVIDSON COUNTY NC  
Book 1433  
Pages 0122-0125  
FILED 4 PAGES (S)  
06/30/2003 3:57 PM  
RONALD W. CALICOTT  
Register of Deeds

23  
4

SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE XIV BOULDER RIDGE SECTION TWO

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 25<sup>th</sup> day of June, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68 and 69, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

0023056

WHEREAS, Phase VI and VII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VI, Plat Book 29, Pages 6 and 7 and Phase VII, Plat Book 29, Pages 8, 9, and 10 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VIII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IX of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase X of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XI of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase XI, Plat Book 36, Page 23, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, plats of Phase XII and Phase XIII of The Springs at High Rock Subdivision are unrecorded; and

WHEREAS, Phase XIV of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 37, pages 70 and 71, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XV of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 29, page 43, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, pages 85, 86, 87, 88, and 89; Plat Book 27, pages 12, 13, 14, 15, and 16; Plat Book 26, pages 107, 108, 109, 110, and 111; Plat Book 27, page 65; Plat Book 27, pages 68 and 69; Plat Book 29, pages 6 and 7; Plat Book 29, pages 8, 9, and 10; Plat Book 29, pages 41, 42, 43, 44; Plat Book 31, pages 53, 54, and 55; Plat Book 33, pages 24 and 25; Plat Book 36, page 23; Plat Book 37, pages 70 and 71; and Plat Book 39, page 43, are SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, page 987, and the Declaration of Covenants, Conditions, 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; and Book 1370, page 1294, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2(c) of said Declaration of Restrictive Covenants by filing of



record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Boulder Ridge Section Two, The Springs at High Rock Phase 14, as more particularly described by plat thereof recorded in Plat Book 39, page 43, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declaration and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XIV SUBJECT to the above referenced Declarations as set forth in Book 952, page 987; Book 952, page 999; 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; and Book 1370, page 1294, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW, THEREFORE, in accordance with the recitals which by this reference as made a substantive part hereof, Declarant declares as follows:

1. **BOULDER RIDGE SECTION TWO**, All the real property and lots of **Boulder Ridge Section Two, The Springs at High Rock, Phase 14**, more particularly described by plat thereof recorded in Plat Book 39, page 43, 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; and Book 1370, page 1294, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, page 987, in the Declaration of Restrictive Covenants, for Phase XIV 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 spaces) not less than one thousand eight hundred (1,800) square feet on all lots within Phase XIV 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 XIV of The Springs at High Rock Subdivision, known as Boulder Ridge, as set forth in Plat Book 37, pages 70 and 71, 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 described 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; and Book 1370, page 1294, Davidson County Registry, North Carolina.

3. 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 Boulder Ridge Section Two as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Cascade Creek Phase 2 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this the 25<sup>th</sup> day of June, 2003.

KEJ MARKETING CO., INC.

By: Amon McCormack, Jr.  
Vice President

State of North Carolina - County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that Amon McCormack, Jr. personally came before me this day and acknowledged that he is the Vice President of KEJ MARKETING CO., INC. a North Carolina Corporation, and that by authority duly given and as the act of such corporation, he executed the foregoing instrument in its name on its behalf as its act and deed. WITNESS my hand and notarial stamp or seal, this 25<sup>th</sup> day of June, 2003.

Madeline W. Sumner  
Notary Public

My commission expires: 6-20-2008

The foregoing Certificate(s) of Madeline W. Sumner 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.

Ronald W. Callicutt Register of Deeds for Davidson County.

By: Sherry Kepler Deputy/Assistant - Register of Deeds.

Hold  
DW

DAVIDSON COUNTY NC  
Book 1433  
Pages 0126-0129  
FILED 4 PAGE(S)  
06/30/2003 3:57 PM  
RONALD W. CALICUTT  
Register of Deeds

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SUPPLEMENTARY DECLARATION OF  
DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
REVISED LOTS 12 AND 14  
THE SPRINGS AT HIGH ROCK SUBDIVISION  
PHASE 10

THIS SUPPLEMENTARY DECLARATION OF THE DECLARATION OF RESTRICTIVE COVENANTS OF THE SPRINGS AT HIGH ROCK SUBDIVISION is made this 25<sup>th</sup> day of June, 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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68 and 69, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VI, Plat Book 29, Pages 6 and 7 and Phase VII, Plat Book 29, Pages 8, 9, and 10 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VIII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IX of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase X of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XI of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase XI, Plat Book 36, Page 23, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, plats of Phase XII and Phase XIII of The Springs at High Rock Subdivision are unrecorded; and

WHEREAS, Phase XIV of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 37, pages 70 and 71, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase XV of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 29, page 43, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, pages 85, 86, 87, 88, and 89; Plat Book 27, pages 12, 13, 14, 15, and 16; Plat Book 26, pages 107, 108, 109, 110, and 111; Plat Book 27, page 65; Plat Book 27, pages 68 and 69; Plat Book 29, pages 6 and 7; Plat Book 29, pages 8, 9, and 10; Plat Book 29, pages 41, 42, 43, 44; Plat Book 31, pages 53, 54, and 55; Plat Book 33, pages 24 and 25; Plat Book 36, page 23; Plat Book 37, pages 70 and 71; and Plat Book 39, page 43, are SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, page 987, and the Declaration of Covenants, Conditions, 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; and Book 1370, page 1294, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2(c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the

Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Revised Lots 12 and 14, The Springs at High Rock Phase 10, as more particularly described by plat thereof recorded in Plat Book 39, page 41, in the Office of Register of Deeds for Davidson County, which reference is hereby made for a more particular description; and

WHEREAS, Revised Lots 12 and 14, The Springs at High Rock Phase 10, is a redivision of Lots 12, 13, and 14, The Springs at High Rock Phase 10, Map 1, Plat Book 33, page 24, Davidson County Registry; and

WHEREAS, pursuant to the terms and conditions of the Declaration and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XIV SUBJECT to the above referenced Declarations as set forth in Book 952, page 987; Book 952, page 999; 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; and Book 1370, page 1294, Davidson County Registry by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW, THEREFORE, in accordance with the recitals which by this reference as made a substantive part hereof, Declarant declares as follows:

1. REVISED LOTS 12 AND 14, THE SPRINGS AT HIGH ROCK PHASE 10, All the real property and lots of Revised Lots 12 and 14, The Springs at High Rock Phase 10, more particularly described by plat thereof recorded in Plat Book 39, page 41, 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; and Book 1370, page 1294, Davidson County Registry, the terms and conditions of which are incorporated herein by reference.

2. Paragraph 2 of the General Use Restrictions as set forth in Book 952, page 987, in the Declaration of Restrictive Covenants, for Phase XIV 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 spaces) not less than one thousand eight hundred (1,800) square feet on all lots within Phase XIV 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 XIV of The Springs at High Rock Subdivision, known as Boulder Ridge, as set forth in Plat Book 37, pages 70 and 71, 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 described 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; and Book 1370, page 1294, Davidson County Registry, North Carolina.

3. 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 Revised Lots 12 and 14, The Springs at High Rock Phase 10, as well as the "drainage and access easements for Drainfield lots" as shown on the recorded plats of Revised Lots 12 and 14, The Springs at High Rock Phase 10, 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this the 25<sup>th</sup> day of June, 2003.

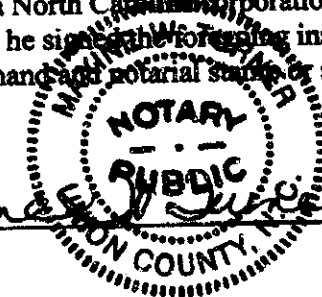
KEJ MARKETING CO., INC.

By Amon McCormack, Jr.  
Vice President

State of North Carolina - County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that Amon McCormack, Jr. personally came before me this day and acknowledged that he is the Vice President of KEJ MARKETING CO., INC., a North Carolina corporation, and that by authority duly given and as the act of such corporation, 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 25<sup>th</sup> day of June, 2003.

Yvonne E. Turner  
Notary Public



My commission expires: 6-20-2008

The foregoing Certificate(s) of Maime W. Turner 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.

Renee W. Calhoun Register of Deeds for Davidson County.

By: \_\_\_\_\_ Deputy/Assistant - Register of Deeds.

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DAVIDSON COUNTY NC  
Book 1470  
Pages 1108-1113  
FILED 6 PAGE(S)  
10/15/2003 12:04 PM  
RONALD W. CALLICUTT  
Register of Deeds

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."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Davidson County, North Carolina known as The Springs at High Rock Subdivision; and

WHEREAS, Phase I of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 25, Pages 85, 86, 87, 88, and 89, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase II of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 12, 13, 14, 15, and 16, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase III of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 26, Pages 107, 108, 109, 110, and 111, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IV of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase V of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Plat Book 27, Pages 68, 69 and 83, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VI and VII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VI, Plat Book 29, Pages 6 and 7 and

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Phase VII, Plat Book 29, Pages 8, 9, and 10 in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase VIII of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase VIII, Plat Book 29, Pages 41, 42, 43, and 44, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase IX of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase IX, Plat Book 31, Pages 53, 54, and 55, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase X of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase X, Plat Book 33, Pages 24 and 25, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, revised Lots 12 and 14, The Springs at High Rock, Phase X, is more particularly recorded in Plat Book 39, Page 41, in the office of the Register of Deeds for Davidson County, North Carolina, which reference is hereby made for a more complete description; and

WHEREAS, Phase XI of The Springs at High Rock Subdivision is more particularly described by plat(s) thereof recorded in Phase XI, Plat Book 36, Page 23, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, plat of Phase XIII of The Springs at High Rock Subdivision is unrecorded; and

WHEREAS, Phase 14 of The Springs at High Rock Subdivision and being known as Boulder Ridge is more particularly described by plat(s) thereof recorded in Plat Book 37, pages 70 and 71, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase 14 of The Springs at High Rock Subdivision and being known as Boulder Ridge, Section Two, is more particularly described by plat(s) thereof recorded in Plat Book 39, Page 43, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, Phase 15 of The Springs at High Rock Subdivision and being known as Cascade Creek, Phase 2, and is more particularly described by plat(s) thereof recorded in Plat Book 37, page 98, in the Office of the Register of Deeds for Davidson County, North Carolina, to which reference is hereby made for a more complete description; and

WHEREAS, the real property and lots as shown on said Plat Book 25, pages 85, 86, 87, 88, and 89; Plat Book 27, pages 12, 13, 14, 15, and 16; Plat Book 26, pages 107, 108, 109, 110, and 111; Plat Book 27, page 65; Plat Book 27, pages 68, 69 and 83; Plat Book 29, pages 6 and 7; Plat Book 29, pages 8, 9, and 10; Plat Book 29, pages 41, 42, 43, 44; Plat Book 31, pages 53, 54, and 55; Plat Book 33, pages 24 and 25; Plat Book 36, page 23; Plat Book 37, pages 70 and 71; Plat Book 37, page 98; Plat Book 39, page 41; and Plat Book 39, page 43, are SUBJECT to the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as described in Book 952, page 987, and the Declaration of Covenants, Conditions, 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, in the Office of the Register of Deeds for Davidson County, North Carolina, hereinafter Declarations; and

WHEREAS, said Declarations provide that plans for additional phases shall be made a part of this subdivision and that such additional property may be brought within the scheme of the said restrictions and declarations and the jurisdiction of the "Association," pursuant to the terms and conditions of Paragraph 2(c) of said Declaration of Restrictive Covenants by filing of record such Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and by filing of record Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association with respect to such additional property; and

WHEREAS, the Declarant is the owner of Tranquility Lakes, The Springs at High Rock Phase 12, Maps 1 through 7, as more particularly described by plats thereof recorded in Plat Book 40, pages 13, 14, 15, 16, 17, 18, and 19, in the Office of Register of Deeds for Davidson County, to which reference is hereby made for a more particular description; and

WHEREAS, pursuant to the terms and conditions of the Declaration and Restrictive Covenants as described above, the Declarant has agreed to make all of the lots as described in Phase XII SUBJECT to the above referenced Declarations as set forth in Book 952, page 987; Book 952, page 999; 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 by filing this Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners Association.

NOW, THEREFORE, in accordance with the recitals which by this reference as made a substantive part hereof, Declarant declares as follows:

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 ponds 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 twenty-five (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 ponds 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 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 set backs 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 spaces) 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 described 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.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision, and Homeowners Association and Supplementary Declaration of the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision to be duly executed this the 14<sup>th</sup> day of October, 2003.

KEJ MARKETING CO., INC.

Maxine W. Turner  
Notary Public, State of N.C.  
Union County

By: Amon McCormack, Jr.  
Vice President

Expires: June 20, 2008

State of North Carolina - County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that Amon McCormack, Jr. personally came before me this day and acknowledged that he is the Vice President of KEJ MARKETING CO., INC., a North Carolina corporation, and that by authority duly given and as the act of such corporation, 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 14<sup>th</sup> day of October, 2003.

Notary Public

Maxine W. Turner

My commission expires: 6-20-2008

The foregoing Certificate(s) of Maxine W. Turner 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.

Ronald W. Callicutt

Register of Deeds for Davidson County.

By: Mattie A. Stanley

Deputy/Assistant - Register of Deeds.