

17558

BOOK 1511 PAGE 380

✓ DRAWN BY: C. RANDALL ISENHOWER, SIGMON, SIGMON AND ISENHOWER,  
ATTORNEYS AT LAW, P.O. BOX 88, NEWTON, NORTH CAROLINA  
28658 (mch)

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

AMENDMENT TO DECLARATIONS AND  
RESTRICTIONS REGARDING PROPERTIES  
IN PLAT BOOK 22 AT PAGE 137,  
CATAWBA COUNTY REGISTRY

THIS AMENDMENT to Declarations and Restrictions made this  
the 24th day of June, 1987, by Kirk Development Co.,  
Inc., a North Carolina Corporation, hereinafter referred to as  
"Declarant";

W I T N E S S E T H

WHEREAS, a plat entitled Phase I, Lake Norman Woods, dated  
May 21, 1987, prepared by J. Mike Honeycutt, has been, and is to be  
recorded in the Office of the Register of Deeds of Catawba County,  
North Carolina.

AND WHEREAS, said plat shows and contains Lot Numbers two  
(2) through eight (8), inclusive of Phase I of Lake Norman Woods,  
Catawba Township, Catawba County, North Carolina.

AND WHEREAS, said plat also designates various lots North  
of Marina Lane for sewage disposal purposes only, and further  
designates certain ten (10') foot sewage disposal easement across  
Marina Lane.

AND WHEREAS, Declarant intends to install a fully  
operational package sewage treatment plant which will negate the  
necessity of said sewage disposal easements across Marina Lane and  
said properties North of Marina Lane having to be used for sewage  
disposal purposes.

## DEFINITIONS

Section 1. "Association" shall mean and refer to Lake Norman Woods Homeowners Association, a corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. "Properties" shall mean and refer to that certain real property described as shown on the above described plat and being the 48.84 acre tract of land as shown in Deed Book 1440 at Page 192, Catawba County Registry and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association is described as:

All that certain piece, parcel of tract of land designated as "Common Area" and shown on a plat of Lake Norman Wood and recorded in the Office of the Register of Deeds of Catawba County, North Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

Section 6. "Declarant" shall mean and refer to Kirk Development Co., Inc., a Corporation, its successors and assigns.

Section 7. "Development Period" shall mean the time period from the date of the recording of this Declaration until the Declarant has sold and transferred all of the residential lots within the property.

## ARTICLE II

### ADDITIONS AND RESERVATIONS

Section 1. Declarant expressly reserves the right unto itself, its successors and assigns, at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade such portion of the Lot adjacent to such street, and the further right while Declarant is the owner of any Lot, to grade and regrade the Lot or portion thereof, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserves unto itself the right to make such amendments to any such plat or plats as shall be advisable for its best interest and as shall be acceptable to those public authorities having the right of approval thereof.

Section 2. The Declarant, for itself, its successors and assigns, reserves the right prior to the transfer of any Lot,

pursuant to a recorded subdivision plat, to alter, and amend and change any Lot lines or subdivision plans. In the event a lot shape is so altered, all utility, walkway and other easements and reserved rights of the Developer running along the original boundaries of the lot shall remain in effect unless waived by a signed waiver recorded with the same formalities as a deed, and, in addition, there shall be reserved, unless waived by recorded signed agreement, a new utility and walkway and other easements along the new lot lines comparable to those of the original boundaries.

Section 3. Construction and/or Sales. For so long as Declarant may desire, model homes, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by said Declarant or its successors and assigns or nominees, on any part of said Property and on or in any Structure or other improvement now or hereafter erected thereon.

Section 4. Activities. Declarant or its nominees shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period as determined, for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Use. Each lot shall be occupied and used only as a private dwelling for the owner, his family, tenants, social guests, or contract purchasers who reside on the property, and for no other purpose; any owner may delegate his right of enjoyment to the common area facilities to members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Encroachment. If any portion of the common area or facility encroaches on the lot spaces, a valid easement exists for the encroachment and the maintenance of the same, so long as it stands.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall, on becoming an owner, automatically be a member of the Association, and shall remain a member of the Association until his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be appurtenant to, and may

not be separated from the ownership of any lot subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership when Declarant no longer owns any lots in the properties.

#### ARTICLE V

##### RESERVATIONS BY DECLARANT

Section 1. The Declarant hereby reserves the right unto itself, its successors and assigns, to relocate, change or modify, from time to time, any and all streets, roadways, utility easements and rights of way which may be located within the Common Area and to create new streets, roadways, utility easements and rights of way therein. In addition, Declarant expressly reserves the right at any time prior to the occurrence of the residential closing on the last Lot in the Property to enter upon any part of the Common Area for any and all purposes reasonably related to the construction of

improvements on any Lot in the Property, and if necessarily and reasonably related to the completion of the aforementioned improvements or the completion of the Common Area, to maintain a field trailer on the Common Area, to store building supplies, construction equipment and other similar property on the Common Area.

Section 2. During the construction and/or sales period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained or operated by Declarant or its nominee on any part of the Common Area and on or in any Structure or other improvement now or hereafter erected thereon.

Section 3. The Developer, their successors or assigns, reserve unto themselves, a perpetual, alienable and releaseable easement and right on and under the ground to maintain and use wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment on, in or over the street side ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Developer, their successors or assigns, may cut drainways for surface water wherever and whenever such action may appear to them to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or other similar action reasonable necessary to provide economical and safe installation and to maintain reasonable standards of health, safety and appearance.

Developer, their successors or assigns, further reserve the right to locate wells, pumping stations, and tanks within residential areas on any walkways, or any residential lot designated for such use on the applicable plat or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Developer, their successors or assigns, but this reservation shall not be considered an obligation of Developer, their successors or assigns, to provide or maintain any such utility or service.

#### ARTICLE VI

##### DEEDS AND ASSESSMENTS

Section 1. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any such Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments for charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and is further deemed to grant permission to the Declarant, the Association, the Architectural Committee and their respective agents to enter upon his Lot and do those acts or things consistent with his Declaration and the rights, covenants, restrictions and easements contained herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents living



within the Property and for the preservation, improvement and maintenance of the Common Area, including any recreational facilities thereon.

Section 3. Special Assessments for Capital Improvements.

In addition to annual assessments, the Association may levy, in any fiscal year, special assessments applicable to that specific year for the sole purpose of defraying, in whole or in part, costs of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the consent of two-thirds of the votes of the Members at a meeting duly called for that purpose.

Section 4. Notice. Written notice of any meeting called for the purpose of setting annual assessments or special assessments shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Such notice shall contain an adequate description of the action proposed to be taken and the specific proposed rates of assessment. At such a meeting, there must be present at least fifty-one (51%) percent of all members entitled to vote to constitute a quorum. The first meeting for the establishment of the assessments and the fiscal year shall be called by the initial Board of Directors as soon as possible after their election.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Increase of Assessments. Once the initial assessment has been established, the maximum for each Lot may be increased and fixed in an amount no more than ten (10%) percent above the annual assessment of the previous fiscal year; provided any such increase shall have the assent of two-thirds of the votes of the members at a meeting duly called for this purpose.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date established by the Board of Directors shall bear interest from the due date at the rate of eight (8%) percent per annum, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable, notice of exercise of such right being expressly waived by the Owner. Each such assessment shall include interest, costs and reasonable attorney's fees if collection measures are instituted. The Association may bring a legal action against the Owner personally obligated to pay the same and make use of all remedies legally available once judgment has been secured. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Additionally, for any assessment not paid within thirty (30) days after its due date as established by the Board of Directors, the Board of Directors shall also have the right to declare that the voting privileges of the Owner shall be indefinitely suspended until all assessments with interest have been paid in full.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of that Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Subordination of Lien of Assessment. The lien of the assessments provided for herein shall constitute a lien prior to all other liens except for (1) tax liens on the Lot and (2) the lien of any first mortgage or mortgage securing purchase money of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting for the owners of the lots. The manager or Board of Directors shall have the power to bid in the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and to convey the same. Suit to recover a money Judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant

to any mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Likewise, no sale or transfer shall relieve the person who is the owner of such property at the time when the assessments fall due from any personal obligation.

## ARTICLE VII

### COMMON FACILITIES

Section 1: Equestrian Center. That as part of the facilities to be located in the Common Area, the Declarant may, but is not obligated to, erect and develop an Equestrian Center consisting of riding trails, ring, and an eleven (11) stall barn. That in the event Declarant, in its sole discretion develops said Equestrian Center, then as part of the entitlements of ownership in the project, owners shall be entitled to lease stalls, with a limit of two (2) horses per lot. That in addition to said facilities which Declarant may erect, Association may build such additional facilities and stalls as determined by Association. Association shall have the right, in its sole discretion, to refuse to board any horse, or to remove any horse from the barn for any or no reason. That no Stallions shall be allowed to board on said premises.

That no commercial or for profit venture or enterprise shall be carried on with regard to the Equestrian Center and its facilities, and that no owner who boards any horse or horses

shall sublet or assign his or her rights and interests in and to said Equestrian Center. That only Lot owners shall be able to board horses.

It is understood that Declarant shall have no liability to any owner, guest, invitee, or other person for any injury or any damage to any person or property, including any horses, in connection with the use of the Equestrian Center and facilities appurtenant thereto.

Section 2: Fees and Assessments. In the event the Equestrian Center is developed, all owners of Lots shall be assessed for the upkeep, maintenance and/or repair of the barn, ring, riding trails, and physical structures in connection with the Equestrian Center, and any additions to said physical structures, by the Association in a manner as set forth in Article VI. That the fees and expenses incurred for the upkeep and boarding of the horses, compensation for any Equestrian Center manager, and any additional expenses common to the upkeep and maintenance of all horses, shall be borne by the individuals actually boarding horses in the facilities, in proportion to the number of horses boarded by each owner. That each owner shall be solely responsible for any and all veterinarian bills and farrier expenses incurred for said owner's horse or horses.

That each stall shall be rented on a yearly basis, with the initial amount to be ONE HUNDRED FIFTY AND 00/100 (\$150.00) DOLLARS per month. That said monthly amount may be increased or decreased as determined by the Association. That as a

portion of any lease, Lessee/Owner shall sign a release releasing Declarant from any liability as described above and as described in said document.

Section 3. Boat Slips. The Declarant anticipates the construction and development of approximately fifty (50) boat slips which Declarant shall sell at a price to be determined in Declarant's sole discretion. That any purchasers of one or more of said slips agree to release the Declarant from any liability with regard to the purchase and/or use of said slips, and further agree that Declarant shall incur no liability for any damage or destruction to any boats or other property of any boat slip owner, his or her guests, or invitees, with regard to the use, ownership or operation of any boat slip. That no commercial or for profit enterprise or venture shall be operated with regard to any boat slip, and that no owner shall be able to sublease, assign, or rent any slip, without the approval of the Association.

Section 4. Insurance. That all owners of any boat slip shall carry insurance on said slip in an amount equal to at least the purchase price for said boat slip(s) with Association as the primary loss payee of said policy. That any and all damage to any boat slip shall be promptly repaired by owner and in the event owner does not repair any damage, then the Association shall take such steps and incur such expenses as is deemed necessary to repair any damage to and restore any slip. That any expenses in excess of insurance proceeds shall be collected by the Association from the individual owner.

## ARTICLE VIII

## USE RESTRICTIONS

Section 1. Limited Residential Use. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot, or combination of contiguous lots, except as herein provided, other than one single family dwelling not to exceed two and one-half stores in height above ground level, a private garage or carport for not more than four cars, and such outbuildings as may be approved by Association for use in connection with the dwelling. The word "family" is to be limited to the immediate family.

Section 2. Size Restrictions. Single family dwellings located on any lots shall contain not less than 2200 square feet of enclosed heated living area for one-story dwellings; for two-story dwellings, first floor shall contain not less than 1,100 square feet of enclosed and heated ground floor area. Ground floor area as used herein shall not include basements, attached or detached garages, unheated storage areas, carports or open porches of any type. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade asphalt composition shingles, cedar shake wood or other similar roofing material as approved by Declarant.

Section 3. Use Limitation. No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, camper trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporary or permanently. This prohibition shall

not apply to shelters used by the contractor during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. This prohibition shall further not apply to "green houses" for the growth and care of plants for the owners' personal use, or for a barn to maintain no more than two (2) horses on lots designated as equestrian lots; however, such a structure shall not overcrowd the building site.

Section 4. Nuisances. No noxious, offensive or illegal activity shall be conducted upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood, including the use of mini bikes or motorcycles, except the same may be operated upon the public streets and in private areas for entering and leaving the development only. There shall not be maintained any plants, devices or anything whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 5. Animals. No animals or poultry of any kind other than household pets shall be kept or maintained upon any lot. No domestic animals, livestock, poultry or household pets shall be kept, raised, bred or maintained for any commercial purposes. Horses may only be kept in the Equestrian Center facilities, or on lots designated as equestrian lots. Domestic pets shall be properly



controlled so as not to annoy the neighbors or trespass upon the lots of owners.

Section 6. Signs and Nuisances. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatever shall be conducted in any building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards of Declarant, its agents or assigns during the construction and sale period. No vans, trucks or commercial vehicles may be parked or stored on lots.

Section 7. Maintenance and Repair. Each Owner shall keep all Lots owned by him, and all Structures and other improvements therein or thereon in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns the pruning and cutting of all trees and shrubbery, the painting or other appropriate external care of all Structures and other improvements, the removal of all snow and ice from public walkways, all in a manner and with such frequency as is consistent with good property management.

Section 8. Site Location. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on

privacy, preservation of important trees, etc., no specific setback lines are established by these covenants except as required by Catawba County Zoning Ordinances as referred to hereinabove; however, in order to assure that location of houses shall be staggered where practical and appropriate so that the maximum amount of view will be available to each house, the structures will be located with regard to the topography of each individual lot, taking into consideration the elevation contours of the lot, the location of large trees and similar considerations, and the Declarant, its successors, agents or assigns, reserves the absolute and sole right to control and decide the precise site and location of any house or dwelling or other structure upon every lot covered by these restrictions. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Declarant, or its successors, agents or assigns, shall approve automatically such location for a residence. That to accomplish the above purposes, each owner shall submit to Declarant, prior to the commencement of construction, a specific site plan, and Declarant shall have ten (10) days from the receipt thereof to approve or alter said site location, as described above; provided that, if Declarant takes no action within said period, the submitted site plan should be approved.

Section 9. Completion Date. The exterior of all houses and other structures must be completed within one (1) year after the

construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

Section 10. Parking. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established. School buses may not be parked overnight on the property of an owner of any dwelling or lot, and in no event shall any commercial vehicles larger than a pickup truck be parked overnight within the development.

Section 11. Garbage. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 12. Septic Tank. Septic tank use will be allowed on any residential lot as long as it has been approved by the North Carolina and Catawba County Health Departments; however, if and when there is available to said lot a sewer main connected to a general sewage disposal plant then the sewage facilities of such lot must be connected to the sewage main within ninety (90) days following its date of availability.

Section 13. Trees. No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association. Unless located within ten (10) feet of

the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

Section 14. Subdivision. No single lot may be subdivided so as to create two or more building lots from the original lot, except as approved by Declarant.

Section 15. Alterations. No building, fence, seawall, mailbox, pier, or other structure shall be erected, placed or altered on any lot in the residential area of this development until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved by the Association. Refusal to approve plans, location or specifications may be based upon any ground, including purely aesthetic conditions, in the sole discretion of the Association. No alterations in the exterior appearance of any building or structure shall be made without approval by the Association. One (1) copy of all plans and related data shall be furnished the Association for its records. No plans shall be approved unless the proposed house has the minimum required square footage of enclosed dwelling area.

Section 16. Damage. In the event that any Home is damaged by fire, wind, rain, snow or ice, lightning or other aspects of the weather, or intentional or unintentional acts of individuals or acts of God and so rendered uninhabitable, then the Home shall be fully repaired within a reasonable time period and such task shall

commence within three (3) months of said event, and be completed within nine (9) months.

## ARTICLE IX

### MISCELLANEOUS

Section 1. Waiver. No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; however, any mortgagee in actual possession or any purchaser at any mortgagee or foreclosure sale shall be bound by and subject to these restrictions as fully as any other Owner of any portion of the Property.

Section 2. Grantee's Covenant. Each grantee, accepting a deed, lease, or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject thereto.

Section 3. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly provided, if sent out, postage prepaid, to the last known address of the Owner who appears on the records of the Association at the time of such mailing.

Section 4. Enforcement. The Declarant, the Association, or any Owner, their respective legal representatives, heirs,

successors and assigns shall have the right to enforce by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner, their respective legal representatives, heirs, successors and assigns, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 7. Attorney's Fees. In any court action brought under the provisions of this Declaration, the prevailing party shall be entitled to collect all court costs and attorney's fees incurred by reason of that court action.

Section 8. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 9. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, by a written instrument signed and approved by at least seventy (70%) percent of the Lot Owners, and any such amendment shall be duly recorded.

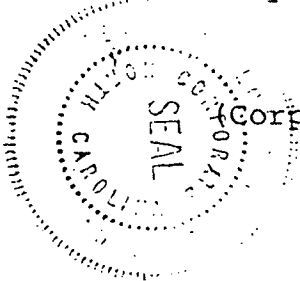
IN WITNESS WHEREOF, the undersigned, being the Declarant therein, has cause the within instrument to be excuted by the President and Secretary of Kirk Development Co., Inc., this the 24 day of June, 1987.

KIRK DEVELOPMENT CO., INC.

By Robert T. Kirk  
President

ATTEST:

[Signature]  
Secretary



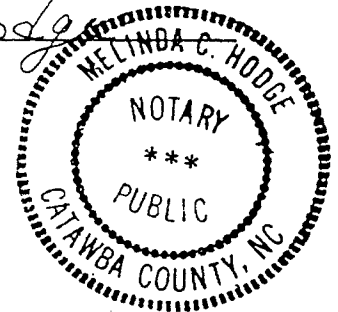
(Corporate Seal)

COUNTY OF Catawba

I, Melinda C. Hodge, a Notary Public of said County, do hereby certify that Yalaria Ann Devine personally came before me this day and acknowledged that she is Secretary of Kirk Development 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 herself as its Secretary.

Witness my hand and official seal, this the 24 day of June, 1987.

Melinda C. Hodge  
Notary Public



My Commission Expires:

3-17-1991

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

The foregoing certificate of Melinda C. Hodge,  
a Notary Public of Catawba  
County, North Carolina, is certified to be correct. This instrument  
was presented for registration this 24 day of June,  
1987, at 10:51 A.M., ~~XXXM~~. and duly recorded in the Office of  
the Register of Deeds of Catawba County, North Carolina, in Book  
1511 at Page 356.

Ruth Mackie  
Register of Deeds

By Theresa L. Lumbard  
Assistant



NORTH CAROLINA

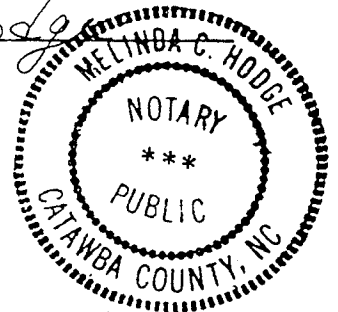
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COUNTY OF Catawba

I, Melinda C. Hodge, a Notary Public of said County, do hereby certify that Valaria Ann Devine personally came before me this day and acknowledged that she is Secretary of Kirk Development 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 herself as its Secretary.

Witness my hand and official seal, this the 24 day of June, 1987.

Melinda C. Hodge  
Notary Public



My Commission Expires:

3-17-1991

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

The foregoing certificate of Melinda C. Hodge, a Notary Public of Catawba County, North Carolina, is certified to be correct. This instrument was presented for registration this 24 day of June, 1987, at 10:51 A.M., ~~XXX~~ and duly recorded in the Office of the Register of Deeds of Catawba County, North Carolina, in Book 1511 at Page 356.

Ruth Mackie  
Register of Deeds

By Quae Lenhardt  
Assistant

BUILDING RESTRICTIONS  
LAKE NORMAN WOODS - CATAWBA COUNTY  
KIRK DEVELOPMENT CO. , INC.

June 24<sup>th</sup>, 1987

17558 Book 1511, Pages 356 to 382

Section 2. of ARTICLE VIII:

2200 sq. ft. for one story, if two story 1100 on *ground floor*

AMENDMENT: lots 2 through 8 *inclusive of Phase I* have designated temporary sewage disposal properties. Reference plat entitled Phase I dated 5/21/87.

March 29<sup>th</sup>, 1988

Book 1553 Page 810

Added: not water frontage, 1600 sq. ft. enclosed heated living area

June 20<sup>th</sup>, 1991

41862 Book 1724 Pages 440 to 442

This applies to Phase II only!

Waterfront 1800 sq. ft., off-water 1400 sq. ft. All dwellings must have 900 minimum on main floor  
Unfinished basements do not count for enclosed heated living area

June 29<sup>th</sup>, 1999

021032 Book 2156 Pages 1379 to 1387

Phase II off the water lots, 1800 sq. ft. with 1100 minimum on main level  
Finished basements do not count for enclosed heated living area

What is Phase II?

CURRENT SUMMARY

(Intended)

Lots 2 through 8 - 2200 sq. ft.

Lots 9 through 14 - 1800 sq. ft. , unfinished basements do not count for enclosed heated living area.

Lots 46 through 66 - 1800 sq. ft. , finished basements do not count for enclosed heated living area.

021032

NOW THEREFORE. Section 2 of Article VIII entitled "Size Restrictions" and any prior modifications of the same are hereby modified to include the following:

Lake Norman Woods

BOOK 2156 PAGE 1379

All single-family dwellings in Phase II off the water lots shall contain not less than 1800 square feet of enclosed heated living area.

FILED

RUTH F. JOKE

Enclosed heated living area as used herein shall not include

finished basements, attached or detached garages, unheated storage areas, carports or open porches of any type. All dwellings shall have at least 1100 square feet of heated living area on the main level. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade asphalt composition shingles, cedar shake wood or other similar roofing material as approved by Declarant. This amendment will not apply to existing dwellings as the restrictions in force at the time of construction of such dwellings shall continue to apply.

'99 JUN 29 AM 10 53

REGISTERED DEEDS  
CATAWBA CO., N.C.This the 25 day of April, 1999

E. F. Chambers 52  
Lot Owner Lot Number

Lot Owner Lot Number

Key Seandman 62  
Lot Owner Lot Number

Lot Owner Lot Number

Gary R. Roper 61  
Lot Owner Lot Number

Lot Owner Lot Number

Ang M. Anderson 6  
Lot Owner Lot Number

Lot Owner Lot Number

Rogell Guss Coast 47  
Lot Owner Lot Number

Lot Owner Lot Number

Robert I. Gail 65  
Lot Owner Lot Number

Lot Owner Lot Number

Robert I. Gail 66  
Lot Owner Lot Number

Lot Owner Lot Number

Richard B. Hoke 46  
Lot Owner Lot Number

Lot Owner Lot Number

J. C. & Rita Salsbery 54  
Lot Owner Lot Number

Lot Owner Lot Number

J. C. & R. Salsbery 55  
Lot Owner Lot Number

Lot Owner Lot Number

Walter B. Gray 4  
Lot Owner Lot Number

Lot Owner Lot Number

Wesley Steil 58  
Lot Owner Lot Number

Lot Owner Lot Number

Bob Powell 5  
Lot Owner Lot Number

Lot Owner Lot Number

David H. Brown 3  
Lot Owner Lot Number

Lot Owner Lot Number

PREPARED BY: C. RANDALL ISENHOWER, SIGMON, SIGMON AND ISENHOWER,  
ATTORNEYS AT LAW, POST OFFICE BOX 88, NEWTON, NORTH  
CAROLINA 28658 (mch)

BOOK 1724 PAGE 440

41862

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions by Kirk Development Co., Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H:

THAT WHEREAS on June 24, 1987, in Book 1511 at Page 356, certain Declarations of Covenants, Conditions and Restrictions were recorded by Declarant, said Covenants, Conditions and Restrictions covering and affecting that certain 48.84 acre tract of land as described in Deed Book 1440 at Page 192, Catawba County Registry;

AND WHEREAS, Article IX, Section 9, provides for the Amendment of said Covenants, Conditions and Restrictions, at anytime, by written instrument signed and approved by at least seventy (70%) percent of the lot owners.

AND WHEREAS, the owners of more than seventy (70%) percent of the lots have agreed to the below described Amendment to Covenants, Conditions and Restrictions. Attached hereto and incorporated herein are the written approvals of various lot owners. The Declarant, which also owns various lots, by signing below, also approves the below stated Amendment.

AND WHEREAS, said modification, as set forth below, shall apply only to Phase II of Lake Norman Woods, a plat thereof recorded in

the Office of the Register of Deeds of Catawba County, North Carolina,  
in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

BOOK 1724 PAGE 441

NOW THEREFORE, Section 2 of Article VIII entitled "Size Restrictions" and any prior modifications of the same are hereby modified to include the following:

Single-family dwellings on lots with water frontage shall contain not less than 1800 square feet of enclosed heating living area.

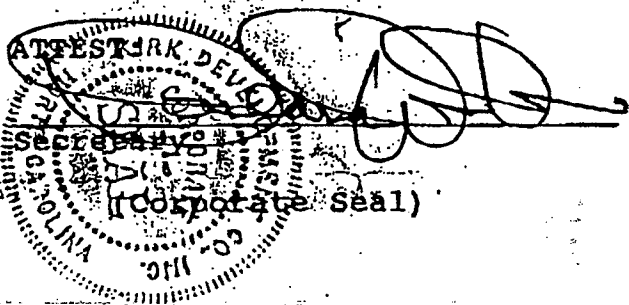
Single-family dwellings located on any lots not having water frontage shall contain not less than 1400 square feet of enclosed heated living area.

Enclosed heated living area as used herein shall not include unfinished basements, attached or detached garages, unheated storage areas, carports or open porches of any type. All dwellings shall have at least 900 square feet of heated living area on the main level. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade asphalt composition shingles, cedar shake wood or other similar roofing material as approved by Declarant.

This the 20<sup>th</sup> day of JUNE, 1991.

KIRK DEVELOPMENT CO., INC.

By Robert T. Kirk  
President



NORTH CAROLINA

COUNTY OF CATAWBA

I, Theresa B. Gordon, a Notary Public of the aforesaid County, do hereby certify that Valaria Ann Devine personally came before me this day and acknowledged that she is Secretary of Kirk Development Co., Inc. and that, by authority duly given and as the act