

DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
THE SPRINGS AT HIGH ROCK SUBDIVISION

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RONALD W. CALHOUN  
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, 25, 26, 27, 28, 29 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) 25-25, 26, 27, 28, 29 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 same 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.



CORPORATE SEAL)

Assistant Secretary

KEJ MARKETING CO., INC.

By

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

Notary Public

Commission expires: May 6, 1997

North Carolina—Davison County

The foregoing (or annexed) certificate(s) of

Sherry S. Orrell

Notary Public (Notaries Public) is certified to be correct

this 4th day of August 1995

Ronald W. Callcutt, Register of Deeds

Ronald W. Callcutt



6/13/08  
BEING  
UPDATED

**HOME CONSTRUCTION GUIDELINES  
THE SPRINGS AT HIGH ROCK  
SUMMIT AT THE SPRINGS  
CASCADE CREEK AT THE SPRINGS  
CASCADE CREEK II  
THE VILLAGE AT BOULDER RIDGE  
TRANQUILITY LAKES**

30 August 2007

In any private residential community such as The Springs certain rules and restrictions have been established to ensure that development can proceed in an orderly and well-planned manner. Covenants and Bylaws protect the community from unattractive and irresponsible construction, enhance the overall beauty and cohesiveness of the development, maintain property values, and protect the unique natural environment of High Rock Mountain and Lake.

The Architectural Review Committee (ARC) desires that the community have a consistent quality of design including facade, materials, style, landscaping, etc. The committee reserves the right to reject any house plan that detracts from the character of the neighborhood. In order to maintain a "planned look" for the community and preserve its aesthetic integrity, the committee may at times place a temporary moratorium on any particular style until the community is brought back into balance. The ARC will only address approval requests for property owners in good standing with The Springs Home Owners Association (compliance with covenants and current on assessments).

From time to time additions and/or revisions may be made to these guidelines. However, property owners will only be held accountable for the guidelines in affect at the time of their application for construction or modification. After adoption the latest version will always supersede all others previously published. Existing homes and landscaping approved under prior rules or variances do not create a binding precedent. These rules and guidelines will also apply to additions, major alterations and repainting, re-roofing, or major landscape changes.

The ARC maintains a list of recommended contractors for those wishing to build in The Springs. This list is based on contractor performance in The Springs.

### **Guidelines**

All owners, architects, engineers, designers, builders, contractors and developers shall have received, read, and understood these guidelines and agreed to comply with them, as applicable, prior to submitting any proposal for ARC review. Violations may result in denial of access to The Springs property. Contractors are liable for damage to roads, utility infrastructure and the landscape of both private and common property including road rights-of-way.



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1. Prior to any activity on the lot, the following must be submitted for approval by the ARC:

- a. Prior to any tree removal or grading on a lot, photographic documentation of the lot must be submitted to the ARC. This includes pictures taken from the roadside, from the center of the lot in all directions, and from lakeside on waterfront lots. Lot boundaries should be identified in the photos. Existing trees and other vegetation must be shown along the entire length and width of the lot.
- b. Completed Plan Approval Check List
- c. Full House Plan (blueprints) Plans will be kept on file for future review.
- d. Site Plan showing house placement, driveways, walkways, location of the well and septic system, swimming pool, etc. Trees to be removed should be indicated by an "X". Siting of the house on the lot must consider and show the effect of the finished construction on views and vistas enjoyed by neighboring properties (improved or not).
- e. Lot drainage plan. The plan must consider appropriate building site elevations for foundations, subsurface drainage, establishment of final grades and installation of gutters. The plan must show the effect of drainage on adjacent properties.
- f. Landscaping Plan showing plants, shrubs, decks, fencing, etc.
- g. Materials and colors for exterior surfaces. Select muted, nature-blending colors. Pure white, multicolor (more than 2), high contrast color schemes should be avoided.

A total of \$1100 must be submitted along with the above. \$600 will be held by the ARC and be turned over at a future date to the elected Home Owner's Association Board to be placed in a reserve fund for needed road maintenance. The owner, general contractor or builder must submit a check for \$500 as a construction and road bond. The money will be refunded if after completion of all construction, including driveway, mailbox installation, and landscaping, the construction rules are followed and adjacent road and shoulders are maintained in good condition throughout the construction process. Any costs to the Home Owners Association to correct out of compliance issues, site deficiencies or damage to community property will be deducted from the \$500, and may result in additional charges if restoration costs exceed \$500.

2. No home shall exceed two and a half stories in height above the ground. No prefabricated housing is allowed.

3. Total required heated square footage is 1800 Gross Living Area (GLA) on The Springs waterfront lots, The Summit lots, Cascade Creek and Cascade Creek II lots and The Village at Boulder Ridge lots. The Springs interior lots and lots at Tranquility Lakes require a minimum of 1600 GLA. GLA does not include garages, decks, porches or unfinished basements.



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4. The front elevation must face the street, and the rear elevation should face the water for waterfront homes.
5. Garages shall not face the street. Access must be from the side or rear of the structure. Garage doors must be installed. Free standing garages must have prior approval. The ARC will consider variances for valid reasons such as lot topography. Carports are not permitted.
6. No unattached outbuildings are permitted, except for the well cover. Variances will be considered by the ARC for a freestanding building that may be necessary due to the topography of the building lot. The ARC may approve free standing gazebos, pavilions, front entry features, trellises, pergolas, arbors, etc. if they meet both esthetic and structural requirements.
7. All homes must meet setback requirements as set forth in Deed Restrictions, Homeowners Association documentation, Davidson County and all other governmental regulations and guidelines. Also, Yadkin, Inc. 100 ft setback requirements must be met on waterfront lots.
8. No building may be erected without a concrete, brick, stone or concrete block foundation. Visible foundations must be faced with brick, stone or cultured stone, or stucco tinted to complement the house. Paint finish is not acceptable on concrete or masonry surfaces, except brick. Retaining walls must complement the style of the house.
9. Roofs (except for dormers) must have an 8/12 or greater roof pitch and have an overhang of at least 12 inches. Any variance must be requested and approved. Roofing materials other than minimum 30 year Architectural Designed Shingles must be approved prior to purchase and installation. The ARC must also approve the color of the shingles or other roofing materials to be used. Shingles containing asbestos are not permitted.
10. Chimneys must be faced with a material to complement the house. Exposed metal pipes are not permitted.
11. Prohibited exterior materials include, but are not limited to the following: asphalt shingles, aluminum siding, imitation brick, stone roll siding, exposed concrete or concrete block.
12. The site plan for any swimming pool must include the following:
  - a. pool and pool deck dimensions and location
  - b. location of all pool equipment and any structures associated with the pool
  - c. barrier fencing type and location
  - d. samples of materials with proposed colors
  - e. location and type of pool and deck lighting
  - f. for a pool enclosure submit elevation drawings of all exposed sides



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13. All driveways must be finished in concrete, asphalt, pavers or other approved materials. Driveways must be curved (meander) wherever possible. Driveway width at the road should not exceed 12 feet (drive may flair wider where it meets the road). Entry sidewalks will be hard surface paving and must curve wherever possible.

14. No construction of any type may commence without prior written approval of home construction plans. This includes the removal of trees, placement of driveways or walkways, etc. After approval of the home and lot plan by the ARC, once the home foundation and driveway are staked out, and the placement of the well and septic tank have been checked and approved by the Davidson County Health Department, the ARC must be contacted to inspect the site to confirm compliance with approved plans and requirements. Trees to be removed should be tagged with red ribbons prior to the stake out inspection. The final decision on tree removal will be made at the stake out inspection. All other trees are to be protected from damage during construction or filling.

15. No clearing or construction of any type may commence on a waterfront lot without prior written approval from Yadkin, Inc.

16. Trees larger than 6 inches in diameter, measured at three feet above ground level, may not be removed within 50 feet of the roadway in front of the structure, or within 10 feet of the sides of the lot. Dead trees may be removed anywhere on the lot, but these should be marked as described in item 14 for review prior to cutting. Variances may be requested from the ARC for reasons such as drainage field, driveway, or well site.

17. Construction is permitted only between 7 am and 7 pm Monday through Friday, and 8 am and 5 pm on Saturday. The only exception will be to complete a concrete pour. Construction is not permitted on Sundays, Christmas, Thanksgiving or New Years day. These rules also apply to landscaping that requires heavy equipment.

18. If blasting is required for site preparation, owners of all homes within 2500 feet must be notified at least one week in advance. Those responsible for blasting will be liable for any damages to foundations, structures, wells, roads, fixtures, etc.

19. During construction the owner and contractor are responsible for preventing drainage and soil erosion onto any adjacent property, High Rock Lake or interior lakes, and all common areas.

20 The lot must be cleared of debris daily during the construction period. A dumpster and portable toilet must be on site prior to any construction activity. All spills of concrete, gypsum, mortar, tar, asphalt, oil, etc. on roads, road right-of-ways or any property other than the construction site must be removed immediately. The clean up of concrete trucks and equipment must be done only on the construction site and not on road right-of-ways or other property. Any expense by The Springs HOA to correct a problem will be charged back to the property owner.



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21. No open fires are allowed in The Springs by anyone at any time. Builders may not use burn barrels and are to be reminded that it is illegal to burn building materials, including lumber.

22. During construction, only the builder's or general contractor's sign may be displayed on the property. Subcontractors, or vendor's signs are not allowed. All signs must be removed at the end of construction.

23. The exterior construction of the house, landscaping, and driveway must be completed within one year of the date of commencement. Any variance must be requested and approved.

24. Propane and fuel oil tanks must be buried.

25. The driveway culvert shall be 15 inch concrete. Plastic culverts are not permitted. The driveway must be graveled (at least 8 inch base) at least 40 feet into the property prior to start of construction to prevent transfer of mud to the road by construction vehicles.

26. Landscaping designs should seek harmony with and preserve the wooded and rocky character of High Rock Mountain. The use of existing natural growth areas as part of the landscape design is encouraged. Large lawns should be avoided as these require removal of too many trees and extensive watering. Plantings that require extensive watering should also be avoided in consideration of the potential to deplete not only your well but also those of your neighbors. Plantings must be chosen and sited to ensure that at maturity the lake views and mountain vistas enjoyed by neighboring properties (improved or not) are not compromised. Removing trees from another's property to improve a view or for any other reason without written permission is forbidden and may result in legal action. When the property owner or contractor consider the landscape installation complete according to the approved plan, the ARC is to be notified to make an inspection.

27. Satellite dishes must be less than one meter in diameter and screened from view from roads or the lake.

28. No freestanding towers or antennas are permitted. No flagpoles may be erected without the prior approval for the ARC.

29. No dog lots or chain link fencing are permitted. The recommended solution for pet containment is a system such as "Invisible Fence". Fences and entry gates are discouraged except where required as barriers for exterior swimming pools, spas, etc.



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30. "The Lexington" mailbox is required and must be installed on granting of the Certificate of Occupancy. Any other mailbox structures are subject to removal at owner's expense, as are all structures erected on common community areas in The Springs without prior approval. Carolina Mailboxes, Inc. can provide the approved mailbox. The phone number is 336-434-5039. The mailbox is the only approved location for the house number.

31. Exterior lighting must conform to the following requirements:
- a. all lighting shall be shielded, directed, and controlled to prevent annoyance to neighbors (light trespass). Dusk-to-dawn security lighting is prohibited.
  - b. house-mounted floodlights are permitted for temporary illumination only and are to be used for limited periods of time.
  - c. landscape lighting fixtures must be mounted low to the ground, be low intensity and be limited in number. General illumination of the house is prohibited.
  - d. Wall mounted lamps must be low intensity, mounted near doorways only, and limited in number.

### **Inspections Required By The ARC**

In addition to inspections required by Davidson County, The Springs ARC will perform several mandatory inspections during the construction of each home. The ARC should be notified five days in advance for each inspection.

**-Stake Out:** (prior to lot clearing) as described in item 14 above. Plans for drainage control (during construction and subsequent home occupancy) will also be reviewed.

**-Batter Board:** after the batter boards and string lines are in place and prior to the placement of any concrete for footings, slabs or any other foundations. This inspection is confirm correct locations compared to the approved site plan.

**-Frame Out:** after completion of the framing structures and prior to application of exterior materials. Samples of exterior materials and colors, and the landscape plan should be available for review.

**-Home Completion:** prior to landscaping. The position of the driveway and any paved walks should be laid out for inspection.

**-Project Completion:** all construction and landscaping completed as per approved plans.



## **Appeals**

If the ARC rejects the submitted home and/or landscape plan, the owner may submit amended plans to comply with the ARC comments. The owner may request in writing a hearing before the ARC. If after the ARC hearing the owner disagrees with the outcome, the owner may appeal to the HOA Board of Directors. The HOA Board decision will be final.

## **Architectural Review For Additions and Renovations**

Home additions include but are not limited to screened porches, sun rooms, swimming pools, spas, decks and patios. New, unattached structures also require prior review and approval. Renovations include changes in style, color or quality of exterior finish materials, including but not limited to stain/paint color, stone, brick, decking, etc. Interior renovations that do not modify the footprint of the existing home need not involve the ARC. Prior to beginning work as described above the following must be submitted to the ARC for approval:

- one copy of plans along with completed approval check list.
- a refundable \$500 compliance deposit.

A onsite stake out review is required before any construction begins. At completion the ARC will conduct a final onsite review and the \$500 deposit will be refunded, less any deduction required to correct an damage to common property.

## **Guidelines For Maintaining Neighborhood Appearance**

1. Garbage should not be left by or near the road except for pickup day(s). Garbage cans must be kept near the house and screened from view from roads or the lake.
2. In general, signs are not permitted. The ARC will consider variances until the Board of Directors decides if any will be approved. Approved "For Sale " signs consists of 3 foot high (from ground level) 10" X 15" laminated green background with white lettering sign. A clear plastic 8" x 11' box, to display sales information, may be attached, to the white pole, below the sign. It is the responsibility of the Real Estate Company and landowner to make sure that the sign is maintained (kept erect, horizontal, and repainted if necessary). Pruitt Signs Inc. can provide the approved sign. The phone number is 336-249-8288.
3. Vegetable gardens should be located behind the house.



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4. No boats, trailers or campers should be visible on the property from the road or the lake. Once the Certificate of Occupancy is issued, no commercial vehicles (trucks, cars, trailers, etc.) may be routinely parked in the driveway, on the property or on the street. If a commercial service is being performed to the homeowner commercial vehicles may only be parked while service is underway and not overnight. Exceptions may be granted for extensive renovations etc. but the ARC must be contacted to discuss this temporary variance.
5. No more than 2 parked cars can be routinely left out in the driveway. No cars should be routinely parked on the street.
6. Outside clothes lines and window mounted or through-wall air-conditioning units are not allowed.
7. External AC units must be screened from street or lake view.



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## ARTICLES OF INCORPORATION

OF

### THE SPRINGS AT HIGH ROCK HOMEOWNERS ASSOCIATION, INC.

0-0461964  
FILED  
4:17pm  
JUN 12 1998  
EFFECTIVE  
ELAINE F. MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

The undersigned, for the purpose of forming a nonprofit corporation under the provisions of the North Carolina Nonprofit Corporation Act, Chapter 55A of the General Statutes of North Carolina, and the several amendments thereto, states:

#### I.

##### NAME OF CORPORATION

The name of the Corporation is THE SPRINGS AT HIGH ROCK HOMEOWNERS ASSOCIATION, INC.

#### II.

##### DURATION

The period of duration of the corporation shall be perpetual.

#### III.

##### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the administration, maintenance, preservation, and architectural control of structures to be constructed on the residence, lots, and common areas (property) (including the roadways), within that subdivision known as The Springs at High Rock Subdivision, Phase I, of which is more particularly described by plat 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, and the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision, and Homeowners Association, Phase I as set forth in The Declarations of Covenants, Conditions and Restrictions of the Springs at High Rock Subdivision Homeowners Association, Phase I as set forth in Book 952, Page 987, and Book 952, Page 999 in the Office of the Register of Deeds for Davidson County, North Carolina, and The Springs at High Rock Subdivision, Phase II, of which is more particularly described by plat thereof recorded in Plat Book 27, Page 12, 13, 14, 15 and 16 in the Office of the Register of Deeds for Davidson County, North Carolina, and the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Homeowners' Association for Phase II, as more particularly set forth in Book 1040, Page 1321, Davidson County Registry, and The Springs at High Rock Subdivision, Phase III, of which is more particularly described by plat 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, and the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision and Homeowners' Association for Phase III, as more particularly set forth in Book 1008, Page 785, Davidson County Registry, and the Springs at High Rock Subdivision, Phase IV, of which is more particularly described



by Plat thereof recorded in Plat Book 27, Page 65, in the Office of the Register of Deeds for Davidson County, North Carolina, and the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, Phase IV, as more particularly set forth in Book 1050, Pages 1733, Davidson County Registry, and the Springs at High Rock Subdivision, Phase V, of which is more particularly described by Plat thereof recorded in Plat Book 27, Page 68, 69 and 83, and the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision, Phase V, as more particularly set forth in Book 1053, Page 931 in the Office of the Register of Deeds for Davidson County, North Carolina, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this association in accordance with the Springs at High Rock Homeowners Association for Phase I as set forth in Book 952, Page 999, Davidson County Registry and the Supplementary Declaration of Restrictive Covenants of the Springs at High Rock Subdivision for Phases II, III, IV and V as set forth in Book 952, Page 987, Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1733, and Book 1053, Page 931 all in the Office of Register of Deeds for Davidson County, North Carolina and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners' Association, hereinafter called "Declarations", applicable to the property and recorded in Book 952, Page 999, and Book 952, Page 987, Book 1008, Page 785; Book 1040, Page 1321; Book 1050, Page 1733; and Book 1053, Page 931, in the Office of the Register of Deeds for Davidson County, North Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference;

(b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or opposed against the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To have all powers and to engage in any lawful activity of a non-profit corporation organized under Chapter 55-A of the North Carolina General Statutes, when no inconsistent provision is made by law or in these Articles of Incorporation, and, in general, to do all things and perform all acts incident to or necessary or proper in carrying out the business and purposes of the Corporation;

(e) Borrow money, mortgage, pledge, deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) In order properly to prosecute the objects and purposes above set forth, the Association shall have full power and authority to perform all acts that may deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the Association is created.



#### IV. STOCK

The Corporation is to have no capital stock.

#### V. 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.

#### VI VOTING RIGHTS

The Association shall have two (2) classes of membership as set forth in the Declaration and being more particularly described as follows:

##### 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 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.



VII.  
BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors shall be five (5), and the names and addresses of the persons who are to serve as the Initial Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Rita Collins	2712 Quail Rush Road Charlotte, NC 28226
Maxine Turner	3300 Stevens Mill Road Matthews, NC 28105
Gary Allen	1312 Matthews Mint Hill Road Matthews, NC 28105
Amon McCormack, Jr.	4112 North Course Drive Charlotte, NC 28277
Randy Allen	1312 Matthews Mint Hill Matthews, NC 28105

VIII.  
ELECTION OF DIRECTORS

The directors shall be elected or appointed in the manner and for the term as provided in the Declaration and By-Laws of the Association.

IX.  
NON-PROFIT

This Association shall not be operated for profit, and no part of the net earnings of the Association shall nor to the benefit of, or be distributed to its members, directors, officers, or other private persons, except that the Association shall be authorized in power to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of purposes set forth in the Articles of Incorporation, and upon dissolution of the Association, the assets thereof shall, after all liabilities and obligations of the Association have been paid, or adequate provisions made, therefore, be distributed to any association or associations organized for purposes similar to those set forth in Article III above or to any appropriate public agency to be used for said purposes or exclusively for public purposes.



X.  
PRINCIPLE OFFICE

The street address and county of the principal office of the corporation is 1312 Matthews Mint Hill Road, Matthews, Mecklenburg County, North Carolina, 28105. The mailing address of the principal office is P.O. Box 1627, Matthews, North Carolina, 28105.



BY-LAWS  
OF  
THE SPRINGS AT HIGH ROCK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is The Springs At High Rock Homeowners Association, Inc. hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 1627, 1312 Matthews Mint Hill Road, Matthews, Mecklenburg County, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. The definitions for "Association," "Owner," "Property," "Lot," "Dwelling Unit," "Declarant," "Common Property" and "Committee" shall be defined pursuant to the terms and conditions of the definitions as set forth in Article I of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners' Association, Phase I, as set forth in Book 952, Page 999, and the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as set forth in Book 952, page 987 and as also referred to in the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision for Phases II, III, IV and V as set forth in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1734, and Book 1053, Page 931 all in the Office of the Register of Deeds for Davidson County, North Carolina.

Section 2. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III, Section 1, of these By-Laws

ARTICLE III  
MEMBERSHIP AND PROPERTY RIGHTS

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 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.

### ARTICLE IV

#### MEETINGS OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the Members shall be held between January 1, 1998 and December 31, 1998, and each subsequent regular annual meeting of the Members shall be held between January 1, and December 31 of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time at the request of the President of the Association or by any two directors.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each

member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE V

### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE.

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise expressly provided by law, the Articles of Incorporation, the Declaration, or these By-Laws, all with the power of the Corporation shall be vested in the Board of Directors.

Section 2. Number, Term, and Qualifications. The number of Directors constituting the Board shall be five (5). Each Director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor shall have been elected and qualified. Directors need not be residents of the State of North Carolina.

Section 3. Removal. So long as the Declarant or its successors and assigns is the Class B member, it may remove any director, with or without cause. Thereafter, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the



written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Election and Nomination. The Declarant, its successors or assigns, shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association so long as the Declarant, or its successors and assigns is the Class B Member. Thereafter, election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

After the Declarant is no longer the Class B Member as defined in the Declaration, nominations for elections to the Board of Directors shall be made by a Nominating Committee. Nominations for elections to the Board may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually, or at such other periodic intervals as may be established by the Board of Directors from time to time, and such other meetings as may be called at the request of the President of the Association or by any three directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any three directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1.      Powers.      The Board of Directors shall have power to:

(a)      adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members, and their guests thereon;

(b)      suspend the voting rights and any other rights of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; 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;

©      exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d)      declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e)      employ a manager, an independent contractor, or such other employees as they deem necessary, to prescribe their duties; and

(f)      employ attorneys to represent the Association when deemed necessary.

Section 2.      Duties.      It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b)      supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

©      as more fully provided in the Declaration, to:



XI.

REGISTERED OFFICE AND AGENT

The initial registered office of the Association is P.O. Box 1627, 1312 Matthews Mint Hill Road, Matthews, Mecklenburg County, in the state of North Carolina. The initial registered agent is Gary Allen at this address.

XII.  
INCORPORATOR

The incorporator of the Association is Stephen C. Holton, and a resident of Davidson County, whose address is 115 West Center Street, Lexington, NC 27292.

XIII.  
PERSONAL LIABILITY

Personal Liability for all directors for monetary damages arising out of an action or actions, whether by or in the right of the corporation or otherwise for breach of any duty as director is eliminated except respect to acts, omissions, liabilities and /or transactions described and defined in North Carolina General Statute Section 55A-2-02(b) (4) (i), (ii), (iii), and (iv).

IN WITNESS WHEREOF, I, the undersigned Incorporator have hereunto set my hand and seal this the 4<sup>th</sup> day of June, 1998.

S/Stephen C. Holton (Seal)  
STEPHEN C. HOLTON

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

I, a Notary Public of the County and State aforesaid, certify that Stephen C. Holton personally came before me this day and acknowledged that he is the incorporator of The Springs at High Rock Homeowners Association and that this instrument was signed by him as the act and deed of the said Association.

WITNESS my hand and seal this 4<sup>th</sup> of June, 1998.

S/Sandi S. Gordon  
NOTARY PUBLIC

My Commission Expires: 10-28-2002

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents, and employees and to procure and maintain adequate hazard insurance on any real and personal property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

Section 3. Personal Liability. Personal Liability for all directors for monetary damages arising out of an action or actions, whether by or in the right of the corporation or otherwise for breach of any duty as director is eliminated except respect to acts, omissions, liabilities and /or transactions described and defined in North Carolina General Statute Section 55A-2-02(b) (4) (i), (ii), (iii), and (iv).

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be a members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.



Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date and receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

President

(a) the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) the Vice-President shall act in the place and stead of the President in the event of his absence, disability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

© the Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

(d) the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall authorize payment of all checks and co-sign promissory notes of

the Association; keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the members.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Springs at High Rock Homeowners Association, Inc., Mecklenburg County, North Carolina.

### Certification

I, the undersigned, do hereby certify:

That I am duly elected and acting secretary of The Springs at High Rock Homeowners Association, Inc., a North Carolina corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Secretary

(Corporate Seal)



BY-LAWS  
OF  
THE SPRINGS AT HIGH ROCK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is The Springs At High Rock Homeowners Association, Inc. hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 1627, 1312 Matthews Mint Hill Road, Matthews, Mecklenburg County, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. The definitions for "Association," "Owner," "Property," "Lot," "Dwelling Unit," "Declarant," "Common Property" and "Committee" shall be defined pursuant to the terms and conditions of the definitions as set forth in Article I of the Declaration of Covenants, Conditions, and Restrictions of The Springs at High Rock Subdivision and Homeowners' Association, Phase I, as set forth in Book 952, Page 999, and the Declaration of Restrictive Covenants of The Springs at High Rock Subdivision as set forth in Book 952, page 987 and as also referred to in the Supplementary Declaration of Restrictive Covenants of The Springs at High Rock Subdivision for Phases II, III, IV and V as set forth in Book 1040, Page 1321, Book 1008, Page 785, Book 1050, Page 1734, and Book 1053, Page 931 all in the Office of the Register of Deeds for Davidson County, North Carolina.

Section 2. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III, Section 1, of these By-Laws

ARTICLE III  
MEMBERSHIP AND PROPERTY RIGHTS

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 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.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the Members shall be held between January 1, 1998 and December 31, 1998, and each subsequent regular annual meeting of the Members shall be held between January 1, and December 31 of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time at the request of the President of the Association or by any two directors.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each

member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty (30%) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE V BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE.

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise expressly provided by law, the Articles of Incorporation, the Declaration, or these By-Laws, all with the power of the Corporation shall be vested in the Board of Directors.

Section 2. Number, Term, and Qualifications. The number of Directors constituting the board shall be five (5). Each Director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor shall have been elected and qualified. Directors need not be residents of the State of North Carolina.

Section 3. Removal. So long as the Declarant or its successors and assigns is the Class B member, it may remove any director, with or without cause. Thereafter, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the



written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Election and Nomination. The Declarant, its successors or assigns, shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association so long as the Declarant, or its successors and assigns is the Class B Member. Thereafter, election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

After the Declarant is no longer the Class B Member as defined in the Declaration, nominations for elections to the Board of Directors shall be made by a Nominating Committee. Nominations for elections to the Board may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually, or at such other periodic intervals as may be established by the Board of Directors from time to time, and such other meetings as may be called at the request of the President of the Association or by any three directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any three directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members, and their guests thereon;

(b) suspend the voting rights and any other rights of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; 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;

© exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, to prescribe their duties; and

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

© as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents, and employees and to procure and maintain adequate hazard insurance on any real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

Section 3. Personal Liability. Personal Liability for all directors for monetary damages arising out of an action or actions, whether by or in the right of the corporation or otherwise for breach of any duty as director is eliminated except respect to acts, omissions, liabilities and /or transactions described and defined in North Carolina General Statute Section 55A-2-02(b) (4) (i), (ii), (iii), and (iv).

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be a members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.



Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date and receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

President

(a) the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) the Vice-President shall act in the place and stead of the President in the event of his absence, disability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

© the Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

(d) the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall authorize payment of all checks and co-sign promissory notes of

the Association; keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the members.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Springs at High Rock Homeowners Association, Inc., Mecklenburg County, North Carolina.


### Certification

I, the undersigned, do hereby certify:

That I am duly elected and acting secretary of The Springs at High Rock Homeowners Association, Inc., a North Carolina corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 13<sup>th</sup> day of June, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13<sup>th</sup> day of June, 1998.

  
Secretary

(Corporate Seal)



CONSENT OF DIRECTORS  
OF  
THE SPRINGS AT HIGH ROCK HOMEOWNERS ASSOCIATION, INC.  
TO  
ACTION WITHOUT MEETING

The undersigned, being all the Directors of the THE SPRINGS AT HIGH ROCK Homeowners Association, Inc. of Matthews do hereby adopt the following resolutions by signing their written consent thereto:

ADOPTION OF BYLAWS

RESOLVED, that Bylaws, which have been inserted into the minute book of the corporation immediately preceding this consent be, and they hereby are, adopted as the Bylaws of this corporation.

ELECTION OF OFFICERS

RESOLVED, that the following persons be, and they hereby are elected as officers of the corporation to serve as such until their successors shall have been duly elected and qualified:

Rita Collins	President
Gary Allen	Vice President
Maxine Turner	Secretary

ADOPTION OF SEAL

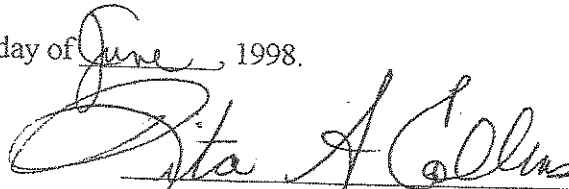
RESOLVED, that the seal of the Corporation impressed hereon is hereby adopted:





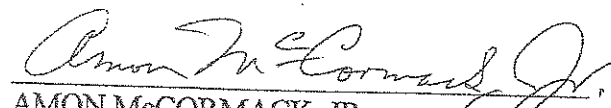
FURTHER RESOLVED, that the officers of the Corporation are hereby instructed to begin operation of the business of this company.

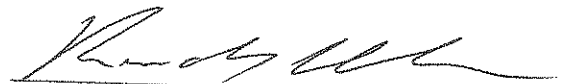
This action is effective this the 13<sup>th</sup> day of June, 1998.

  
RITA COLLINS

  
MAXINE TURNER

  
GARY ALLEN

  
AMON McCORMACK, JR.

  
RANDY ALLEN