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Lois Greene
REGISTER OF DEEDS
CALDWELL CO., N.C.

DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
DIAMOND POINT ESTATES

This the 1st Day of October, 1996

See reference: Plat Book 16, Page 218

INDEX
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TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
DIAMOND POINT ESTATES

	Page
Statement of Purpose	2
I. Definitions	3-4
II. Property Subject To This Declaration	4
III. Restrictions	5-10
IV. Condemnation	10-11
V. General Provisions	11-12

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

DIAMOND POINT ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 1st day of OCTOBER, 1996, by CARLETON JACK HADLEY and wife, TERESA BROYHILL HADLEY, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE

Declarant is the owner of certain property located in Caldwell County, North Carolina, which is more particularly described on that certain map recorded in Map Book 16, Page 218 of the Caldwell County Public Registry. Declarant desires to create on the property shown on said map an exclusive residential community of single-family residences to be named DIAMOND POINT ESTATES (the "Development").

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development, and to provide for the maintenance and upkeep of all common areas.

Declarant desires to construct and provide for the maintenance and upkeep of a lighted entrance monument to be located at the entrance to the Development, which entrance monument will be for the common use and benefit of all property owners in the Development.

Finally, Declarant desires to provide for the maintenance and upkeep of a system of publicly dedicated roads in the Development prior to their acceptance by governmental authorities for public maintenance, which system will be for the common use and benefit of all property owners in the Development.

To these ends, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to additional real estate lying in the vicinity of the Property which may be made subject to the terms of this Declaration in accordance with the provisions of Article II, Section 2 of this Declaration.

Section 2. "Common Area" or "Common Areas" shall mean and refer to the Public Roads and Entrance Monument collectively. The Declarant shall own an easement over the Common Areas. Following acceptance of the Public Roads for maintenance by the State of North Carolina Department of Transportation, "Common Area" shall no longer include the Public Roads.

Section 3. "Declarant" shall mean and refer to Carleton Jack Hadley and wife, Teresa Broyhill Hadley, their successors and assigns.

Section 4. "Development" shall mean and refer to Diamond Point Estates, a single-family residential development proposed to be developed on the Property by Declarant.

Section 5. "Entrance Monument" shall mean and refer to the easement areas reserved and granted by Declarant in Article III, Section 9 of this Declaration, over portions of Lot 12 of the Subdivision, as shown and designated as "Sign Lot" on the Map, and the stone monument and entrance signs located on such monument, lighting, landscaping and other improvements to be constructed on such area, to be used for entryways for the Subdivision, and for the purposes set forth in said Article III, Section 9.

Section 6. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Areas.

Section 7. "Map" shall mean and refer to the map of Diamond Point Estates recorded in Map Book 16, Page 218 in the Caldwell County, North Carolina Public Registry.

Section 8. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 9. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it

owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way shown on the Map, which Property includes the Lots and the Common Areas.

Section 12. "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision and shown on the Map, all to be dedicated for public use but privately maintained by the Declarant until they are accepted for public maintenance as set forth in this Declaration. Longview Lane, although described as "Private Maintained" on the Map, shall be considered a Public Road for the purposes of this Declaration.

Section 13. "Subdivision" shall mean and refer to Diamond Point Estates Subdivision, as the same is shown on the Map.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Caldwell County, North Carolina and is the Property, as more particularly described and shown on the Map.

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property to be made subject to the terms and conditions of this Declaration by filing a Supplemental Declaration in the Caldwell County Public Registry, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property; provided, however, that the covenants and restrictions established herein as applied to or imposed upon the Additional Property may be altered or modified by the Supplemental Declaration as provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. In no event, however, shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for Amendment set forth in Article V, Section 3 of this Declaration.

ARTICLE III

RESTRICTIONS

Section 1. Land Use and Building Type. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain on any Lot. A private garage, outbuildings and fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No garage or outbuildings shall at any time be used as a residence and no enclosed boat houses are permitted. Piers, docks, and boat houses shall be subject to approval by Duke Power and/or any governmental entity having jurisdiction at the time such improvements are made, and Declarant.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

Any one story dwelling erected upon any Lot shall contain not less than 1700 square feet; any 1 ½ story or bi-level dwelling shall contain not less than 1800 square feet; any 2 or 2 ½ story dwelling shall contain not less than 1900 square feet and the first floor shall contain not less than 1200 square feet. Outbuildings shall be only one level in size.

Section 3. Buildings Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper workmanlike manner. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block, or stucco-covered foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or architectural asphalt shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

Section 4. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence.

Section 5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way), rear, side or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building, including stoops, porches or decks, shall be erected or permitted to remain nearer than fifty (50) feet of the rear (waterside) lot line of any Waterfront Lot. Boat houses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 7. Combination or Subdivision of Lots. Should the Owner of a numbered parcel on the Map combine with portions of or all of another numbered parcel, the aggregate shall be considered as one Lot for the purpose of this Article III. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 8. Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic system, sewer, water, gas, telephone, cable television, etc.) and drainage facilities are reserved over the front ten (10) feet of each Lot. A drainage and utility easement five (5) feet in width is reserved along each rear and side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the portion of said Lot lying within the easement areas as defined herein and shall maintain such

improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

Section 9. Entrance Monument Easement. A non-exclusive perpetual easement for the purposes of landscaping and maintaining entryways and erecting and maintaining an entrance monument for the Subdivision and individual street entrances is hereby reserved by Declarant for itself, its successors in interest and assigns over Lot 12 in the Subdivision, the location of which easement is more particularly shown on the Map as "SIGN LOT 1492 Sq. Ft." (the "Easement Tract").

Declarant shall have the right to landscape and maintain the Easement Tract as an entryway to the Subdivision or the individual streets. Further, Declarant shall have the right to erect and maintain stone monuments with an entrance sign thereon (collectively, the "Entrance Signs") on the Easement Tract bearing the name of the Subdivision and Declarant, which Entrance Signs shall be built to the applicable governmental standards for signs, and to erect and maintain lighting for the Entrance Signs, planters and other improvements typically used for any entryway (the Easement Tract, the Entrance Signs, lighting, landscaping and other improvements to be constructed on the Easement Tract are herein collectively referred to as the "Entrance Monuments"). Declarant shall have the right to go upon the Easement Tract in order to erect, repair and maintain the Entrance Monuments, including the landscaping and irrigation thereof and the erection and maintenance of the Entrance Signs, lighting and planters thereon.

Section 10. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no sideyard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls greater than six (6) feet in height are permitted unless approved by Declarant. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards or surrounding pool. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.

Section 11. Signs. No signs of any kind shall be displayed to the public view on any Lot with the following exceptions which may not exceed five square feet in size: (a) one sign, on the Lot only, advertising the Property for sale or rent; and (b) one sign, on the Lot only, used by a builder to advertise the Property during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising, or for sales signs installed by

Declarant or its agents prior to the sellout of the Subdivision.

Section 12. Antennas; Satellite Dishes or Discs. No freestanding radio or television transmission or reception towers, antennas, nor discs or satellite dishes in excess of 32 inches in diameter, may be erected or maintained on any Lot. Customary roof-mounted antennas which may extend not more than six (6) feet above the highest roof line ridge of the house are permitted.

Section 13. Lot Maintenance; Trash Disposal. Each Owner shall keep his or her Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot other than a clothesline located directly behind and within twenty (20) feet of the residence and not within the fifty (50) foot waterfront setback. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 14. Garages. Each Owner shall construct upon his or her Lot an enclosed garage of a minimum square footage of 500 feet. Provided, however, that if an Owner has constructed an Outbuilding in compliance with Section 2 hereof, the enclosed garage must have a minimum of 400 square feet. Every garage must be attached to the main dwelling on each Lot.

Section 15. Offstreet Parking. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two or three automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity, any vehicle under repair or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot. No trailer, mobile home, recreational vehicle, camper or boat shall be parked upon or permitted to remain or shall be used as residence, either temporarily or permanently, on any Lot for a period exceeding twenty-four (24) hours unless said trailer, mobile home, recreational vehicle, camper or boat remains or is stored in an enclosed garage in compliance with Section 14 hereof. No vehicle of any kind shall be permitted to remain within or on a Public Road from 2 a.m. to 8 a.m. local time. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage.

Section 16. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under six (6) months in age.

Section 18. Diligent Prosecution of Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The exterior of any building must be completed within one (1) year from the date of commencement of construction. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. Any damage to any street, curb or sidewalk or any part of any Common Area or any utility system caused by the Owner or the Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud garbage, trash or other debris which is occasioned by construction of improvements on such Owner's Lot. Declarant may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris. Each Owner shall be responsible for erosion control protection during any earth-disturbing operation.

Section 19. Tree Removal. Clear-cutting of trees shall not be permitted within the fifty (50) foot waterfront setback. Removal of trees greater than four inches in diameter anywhere within the development is not permitted without prior written approval of Declarant. No cutting of hardwoods is permitted except as is necessary for construction or improvement, or unless Owner obtains written permission from Declarant prior to such cutting.

Section 20. Underbrush and Grass Height. In the event any Owner permits any underbrush, weeds, grass, etc. to grow upon any Lot beyond a height of eight inches (except as part of a landscaping plan approved by Declarant) and upon request fails to

have the premises cut within thirty days, agents of Declarant may enter upon said Lot to remove the same at the expense of the Owner. the Declarant may likewise enter upon any Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass, all at the expense of the Owner of said Lot. This paragraph shall not be construed as an obligation on the part of the Declarant to provide garbage or trash removal services.

Section 21. Final Approval. Notwithstanding any of the foregoing, Declarant shall have final approval of any and all improvements of any kind to any of the Lots.

ARTICLE IV

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Declarant. The Declarant shall have the right to act on behalf of the Owners with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by acceptance of a deed to a Lot, hereby appoints Declarant as the Owner's attorney-in-fact to negotiate, litigate or settle on the Owner's behalf all claims arising from the condemnation of the Common Area. Such proceeds shall be used to restore the Common Area with the excess, if any, to be retained by Declarant. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and Declarant as their interests may appear, by Declarant in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, Declarant shall have the right to act on behalf of the Owners with respect to Common Areas as provided in Section 1 of this Article and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots, or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Declarant wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 4 of this Article, as well as any Owner or Owners, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration.

In addition, the Declarant hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that it shall enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to Declarant at law or in equity. The Declarant hereby reserves the right and easement to go upon any portion of the Common Area at any time in order to repair and maintain such Common Area where needed, in Declarant's sole discretion, to bring such Common Area within the standards required by Declarant. Failure by Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Maintenance. The Common Areas being of benefit to all Lots, shall be maintained exclusively by Declarant, which maintenance shall include landscaping, lighting, irrigation and other improvements. Maintenance for the Entrance Monuments shall include repair and maintenance of the stone monuments, signage, irrigation, planters and lighting located thereon and providing and paying for electrical cost of lighting and irrigation of the stone monuments, landscaping and signage located thereon. Maintenance for the Public Roads shall include maintenance and repair to the standards set forth in Section 4 of this Article. Declarant shall also maintain all utilities and all storm and drainage easements located within the Common Areas, together with common amenities located within the Common Areas not maintained by public entities or utilities.

Except for those portions of Lot 12 located in the Entrance Monument, Declarant

shall not be responsible for the maintenance of any Lots or the improvements within the boundaries thereof. The Owners shall be responsible for the same.

Section 4. Maintenance of Public Roads. Prior to acceptance of the Public Roads for public maintenance by the State of North Carolina Department of Transportation, the Public Roads may be maintained by Declarant to ensure the quality of road facilities which would be required by the State of North Carolina Department of Transportation until the Public Roads are accepted for public maintenance by the State of North Carolina Department of Transportation. Therefore, Declarant hereby reserves unto itself a non-exclusive easement over and across the Public Roads for the purpose of maintaining the Public Roads until they are accepted for public maintenance by the State of North Carolina Department of Transportation. Notwithstanding the foregoing, Declarant shall have the right, but not the obligation, to maintain the Public Roads at its cost and expense.

Section 5. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the owner of any Lot in the Development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

Section 6. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article III, Section 1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, the Declarant has hereunto set its seals, the day and year first above written.

Carleton Jack Hadley (SEAL)
CARLETON JACK HADLEY

Teresa Brophy Hadley (SEAL)
TERESA BROYHILL HADLEY

STATE OF NORTH CAROLINA
COUNTY OF Wilkes

I, a Notary Public in and for said County and State do hereby certify that CARLETON JACK HADLEY and wife, TERESA BROYHILL HADLEY, personally appeared before me this day and acknowledged execution of the foregoing document.

WITNESS my hand and notarial seal, this 30 day of August, 1996

Susan L. Sturgill
Notary Public

My Commission Expires: 2-17-98

The foregoing Certificate of Susan L. Sturgill is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page.

Lois Greene
REGISTER OF DEEDS FOR CALDWELL COUNTY

By Lois Greene
~~Deputy/Assistant~~ - Register of Deeds