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Prepared by: Steven C. Garland, Esquire

STATE OF NORTH CAROLINA )  
COUNTY OF DAVIE )

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
PUDDING RIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants, Conditions and Restrictions made and entered into on this 28th day of July, 1994, by GARY WADE GROCE, RICHARD EARL GROCE, LEWIS RICHARD WALKER, residents of Davie County, North Carolina and DIANA GROCE VUICH of San Diego, California (hereinafter collectively referred to as "Developer").

**WITNESSETH:**

**WHEREAS**, Developer desires to subject the real property described in Article One to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner thereof; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of the facilities including all private access roads situate therein and, to this end, desires to subject the real property described in Article One to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner of a portion thereof; and

**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Developer has caused to be incorporated under the laws of the State of North Carolina as a nonprofit corporation, Pudding Ridge Homeowners Association, Inc. (the "Association"), for the purpose of exercising the functions aforesaid.

**NOW, THEREFORE**, Developer declares that the real property described in Article One is, and shall be, held, transferred, sold, conveyed and occupied subject to the terms and provisions of the covenants, conditions, restrictions, easements, charges and liens (sometimes

referred to herein as "covenants and restrictions" or "this Declaration"), as hereinafter set forth.

## ARTICLE ONE

### Property Subject to this Declaration

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (the "Existing Property") is located in Davie County, North Carolina and is more particularly described as follows:

The real property described in Plat Book 6 at Page 88 through Page 90, Davie County Registry of Deeds (collectively, any recorded plats now or hereafter recorded, the "Plat").

Section 2. Additions to Declaration. Any real property herein referred to as "Additional Lots" may become subject to this Declaration by recordation of any supplemental declaration(s) by Developer (or by any other individual, firm or entity who submit such Additional Lots to this Declaration with the written consent of Developer), wherein any such Additional Lots are specifically made subject to and governed by all or a portion of this Declaration and such other covenants, conditions, restrictions, rights and obligations as Developer, in their sole discretion, shall deem appropriate.

## ARTICLE TWO

### Definitions

The following words, when used in this Declaration or any supplemental declaration, (unless the context shall require otherwise) shall have the following meanings:

- (a) "ACC" shall mean and refer to the Pudding Ridge Architectural Control Committee.
- (b) "Additional Lots" shall have the meaning set forth in Article One, Section 2.
- (c) "Articles" shall mean and refer to the Articles of Incorporation of the Association.
- (d) "Association" shall mean and refer to Pudding Ridge Homeowner's Association, Inc.
- (e) "Board" shall mean and refer to the Board of Directors of the Association.
- (f) "Bylaws" shall mean and refer to the Bylaws of the Association.

- (g) "Class A, Class B and Class C" members shall have the meanings set forth in Article Six, Section 4.
- (h) "Common Expense" shall mean and refer to:
  - (1) Expense of administration, maintenance, repair or replacement of the Common Properties.
  - (2) Expense declared Common Expense by the provisions of this Declaration or Bylaws.
  - (3) Expense agreed upon as Common Expense by the Association and lawfully assessed against Owners of Lots in accordance with the Bylaws of the Association.
  - (4) Any valid charge against the Association or against the Common Properties as a whole.
  - (5) Expense for maintenance, upkeep and repair of private roads.
- (i) "Common Properties" shall mean Cornwallis Drive and Green Court, and such other real property as shall be designated by the Developer.
- (j) "Golf Course" shall mean the Pudding Ridge Golf Course which may be constructed by Golf Course Owner, portions of which may be contiguous to the Lots.
- (k) "Golf Course Owner" shall mean Pudding Ridge Limited Partnership, its successors and assigns, and where easement rights are granted shall be deemed to include its members, guests, employees, invitees and other authorized parties as grantees.
- (l) "Living Area" shall mean and refer to those heated and/or air-conditioned areas within a Living Unit which shall not include garages, carports, porches patios, storage areas, breezeways, terraces or unfinished basements.
- (m) "Living Unit", "dwelling" or "building" shall mean and refer to any building situated upon any Lot which is a part of The Properties, designed and intended for use and occupancy as a residence by a single family.
- (n) "Lot" shall mean and refer to any plot of land within The Properties shown upon any recorded subdivision plat of The Properties or any portion thereof, with the exception of Common Properties as heretofore defined.

- (o) "NCDOT" shall mean the North Carolina Department of Transportation.
- (p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties; but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (q) "Plans" shall have the meaning set forth in Article Five, Section 2.
- (r) "The Properties" shall mean and refer to all the Existing Property and any additional lots of Developer or others as are made subject to this declaration under the provisions of this Declaration.
- (s) "Prospective Purchaser" shall mean and refer to a person or entity who has signed a Memorandum of Intent to Purchase a Lot from an Owner or a Contract to Purchase a Lot from an Owner subject to the approval by the ACC of his or her Plans.

### ARTICLE THREE

#### General Provisions

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, any Owner, their respective legal representatives, heirs, successors and assigns, for the term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided however, that no such agreement to change pursuant to this Article Three, Section 1, shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

**Section 2. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the said Owner. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of such Lot.

Section 3. Enforcement. In addition to all other enforcement provisions and remedies at law or in equity, enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the Lot owned by such person(s) to enforce any lien created by these covenants and such action may be brought by an Owner, the Developer or the Association; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

#### ARTICLE FOUR

##### Restrictions on Use and Rights of the Owners

##### Section 1. Restrictions on Use and Rights of the Owners.

- (a) Permissible Uses. No Lot shall be used except for residential purposes and no building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, including a garage and any other appurtenances customary to a single family dwelling which shall comply with any applicable zoning regulations. All dwellings shall be constructed on site on a Lot.
- (b) Minimum Square Footage. In no event shall any single story Living Unit contain less than 2200 square feet of Living Area; no 1-1/2 story Living Unit shall contain less than 2600 square feet of Living Area; and no 2 story Living Unit shall contain less than 3000 square feet of Living Area. Measurements shall be made to exterior walls.
- (c) Garage Required. Each residence shall have an attached garage or basement garage suitable for enclosed parking of a minimum of two (2) standard size automobiles.
- (d) Maximum Building Height. No building shall exceed thirty-five feet (35') in height without approval of the ACC.
- (e) Applicable Codes. All construction shall comply with all applicable building, plumbing, heating, electrical, zoning, or other Davie County and North Carolina building codes.
- (f) Construction Start Date. Construction of the dwelling will be started within two years of the date of purchase. The Developer reserves the right to purchase back any

Lots upon which approved construction has not begun within two years. The repurchase price will be the original purchase price plus interest from the date of original purchase to the date of repurchase at the per annum interest rate equal to the prime rate announced by Wachovia Bank of North Carolina, N.A., or its successor, if any, as its prime rate as of the date that the right to repurchase is invoked. If Developer does not exercise Developer's right to repurchase within six (6) months after the second anniversary of the original purchase, then this right shall be deemed to be waived. Developer may exercise this right by notifying Owner of Developer's exercise of this right within said six (6)-month period.

- (g) Construction Period. When construction of any building, structure, improvement or addition has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Under no condition should the construction time from start to certification for occupancy take more than one year. All landscaping proposed to and approved by the ACC during the initial approval process shall be completed within 180 days of the certification for occupancy.
- (h) Building Materials. Only new building materials will be used. Nothing shall be built which contains cement or cinder blocks which are visible from the outside of the Living Unit. No log construction shall be used. There shall be no flat roof construction. No vinyl or aluminum siding or trim may be used below the eaves of any Living Unit or detached building. Vinyl shutters are allowed. All exposed chimneys and foundations will be brick, rock or a surface approved by the ACC. There shall be no modular, mobile or manufactured home construction or any similar type living unit or construction.
- (i) Secondary Buildings. All secondary or detached buildings will be approved by the same ACC procedure (described hereinbelow in Article Five) as the dwelling. They will be constructed of the same exterior materials as the dwelling, and will be painted to match the color scheme of the dwelling.
- (j) Division of Lots. No Lot shall be further divided, except (i) any two Owners may divide a Lot between them if such Lot is adjacent to the Lots owned by each Owner and provided further that only one single family dwelling may be constructed on the Lot as subdivided and combined subject to the approval of the ACC, and (ii) Developer may subdivide or replat any Lot or Lots.
- (k) Setback Requirements. No building shall be located on any Lot nearer to any Lot line than the Davie County zoning or subdivision ordinance will allow; provided, however, without approval of the ACC, even if such Lot line proximity would be permitted by said ordinance, no building shall be located on any Lot nearer to any Lot line as follows:

- (1) No building (including any eaves, steps and porches attached thereto) shall be located on any Lot, nearer to the front property line than Sixty (60) feet without approval of the ACC.
  - (2) No building (including any eaves, steps and porches attached thereto) shall be located on any Lot nearer to the side property line than the greater of (aa) fifteen (15) feet or (bb) 10% of the Lot width at the front line of the building; provided, however, notwithstanding the foregoing, on any corner lot the sideline setback from the side street shall be twenty-five (25) feet.
  - (3) No building (including any eaves, steps and porches attached thereto) shall be located on any Lot nearer to the rear property line than forty (40) feet.
- (l) Utilities and Easements. All utility lines of every type, including but not limited to water, electricity, telephone, gas, sewage and television cables, running from the main trunk line or service location to any Living Unit, must be underground. No outside, above-ground storage tanks shall be permitted unless screened by screening material or shrubbery and in a location approved by the ACC. Developer reserves unto itself and Golf Course Owner, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use water, sewer, electric, gas, television cable and telephone systems, wires, cables and conduits for the purpose of bringing services to The Properties or the Golf Course on, in or over the area within ten (10) feet of each Lot line fronting on a street, ten (10) feet along the side lines of each Lot and twenty (20) along the rear line of each Lot, and such other areas as may be shown on any recorded plats of The Properties; provided further that the Developer and Golf Course Owner reserve such other easements for drain ways for surface water wherever and whenever such action is required by applicable health or sanitation authorities in order to maintain The Properties, the Golf Course and reasonable standards of health, safety and appearance. In the event of any additions to The Properties, as provided in Article One, by Developer or others with the consent of Developer, the easements created hereby shall exist on the Lots in such additions to The Properties. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility or drainage installation or to maintain reasonable standards of health, safety or appearance.
- (m) Temporary Structures. No structure of a temporary character shall be placed upon any portion of The Properties at any time; provided however, this prohibition shall not apply to shelters or huts used by contractors during the construction of a Living Unit or improvements or additions thereto on any Lot. Temporary shelters, tents,

recreational vehicles and trailers/mobile homes (whether attached or unattached to the realty) may not, at any time, be used as a temporary or permanent residence.

- (n) Streets. The Owners, the Golf Course Owner and all of their members, guests, invitees, employees, or any other authorized parties shall have a non-exclusive easement for ingress, egress and regress over and across all streets in The Properties. All streets in The Properties have been constructed as private streets, meeting the then current standards of the NCDOT. Developer has dedicated a right of way as shown on the Plat. Nothing, including but not limited to walls, fences, gates, timbers, trees, plants, shall be erected, placed or permitted to remain in any portion of the street right of way or sight or drainage easements as shown on any recorded map of the Properties. No drainage ditch or swale shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT. All driveways must have NCDOT approved drainage pipe with rock or brick headwall on both ends which complements the exterior of the dwelling located on the Lot where the driveway is located.
- (o) Driveways and Fences. Any driveway located on a Lot must be paved. No fencing may be located closer to any street than the closest point of the Living Unit to any such streets. No chain link or wire fencing shall be used. No fences will be allowed that are taller than eight (8) feet. All other fencing shall be subject to the approval of the ACC. Lots that back up to the Golf Course cannot have fences or hedges of any type on the back thirty (30) feet of the Lot adjacent to the Golf Course unless approved by the Golf Course Owner. On any corner Lot the sideline setback from the side street shall be twenty (20) feet to any fencing.
- (p) Vents. No vent or other pipes or appendages may extend from the front of any Living Unit, unless screened from public view by a screening material or shrubbery approved by the ACC.
- (q) Exterior Equipment. Any exterior air-conditioning or heating equipment must be screened from public view by a screening material or shrubbery approved by the ACC.
- (r) Gutters and Down Spouts. Gutters and down spouts are required and must be so constructed as to prevent erosion of the soil of The Properties, the Common Properties, any Lot or the Golf Course.
- (s) Outdoor Recreational Areas. Any tennis court or swimming pool constructed on a Lot must be fenced and screened from public view by a screening material approved by the ACC; moreover, any lighting used to illuminate such facilities must be so lighted as to cast no direct light upon adjacent Lots. Permanent play



equipment such as swing sets and basketball goals will not be located closer to any front Lot line than the front line of the dwelling located on such Lot.

- (t) Screening. Erection of clothes lines and the maintenance of any exterior garbage containers shall not be permitted unless stored or placed in a screened enclosure, either manmade or natural. Garbage containers and clothes lines will be screened from the view of all streets and the Golf Course. All screening material is subject to the approval of the ACC.
- (u) Antennas. Except as permitted by this section, no antennas, dishes or other equipment for receiving or sending radio or television type signals shall be permitted in this subdivision except antennas for AM or FM radio reception and UHF and VHF television reception as permitted by this section. All antennas shall be located inside the attic of the main residential structure except that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above the said roof a maximum of five (5) feet and one (1) satellite dish in the backyard so long as it is completely screened from view from any street or the Golf Course. Further, television antennas or dishes shall be allowed only to the extent that The Properties are not served by a master antenna system or cable television company. At such time as the Developer determines that such alternative is available to The Properties, all Owners shall have two(2) years from the date of notice from Owner of the availability of such alternative, to remove any exterior antennas previously installed.
- (v) Unightly Conditions. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkempt conditions of a Living Unit or on the grounds of a Lot which shall tend to substantially decrease the beauty of The Properties specifically and as a whole. This responsibility includes but shall not be limited to mowing, lawn debris, trash, unkempt landscaping, exterior building maintenance (painting, staining and repair, etc.) appearance of infrequently used vehicles, etc. The Board shall review any such complaint(s) and shall request that such Owner remedy the problem(s) immediately. If an Owner does not remedy a problem identified by the Board within thirty (30) days of his receipt of written notice of the same, the Board may itself remedy the problem and bill the Owner for all expenses incurred by the Association in connection with the remedial action. Payment of the bill is due within thirty (30) days from the date of such billing, and shall be treated as a Special Assessment pursuant to Article Six.
- (w) No Offensive Activity. No noxious, loud or offensive activity shall be carried on upon any portion of The Properties nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, tenant or guest

thereof, or the Golf Course Owner, any member, invitee or guest thereof, in any portion of The Properties.

Except as otherwise permitted herein or in any supplementary declaration hereto, no animal, plant, device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Golf Course by Golf Course Owner or members, invitees or guests thereof or other Lots by an Owner, tenant or guest thereof, may be maintained on a Lot.

- (x) Animals and Pets. No animal livestock or poultry of any kind shall be raised, bred or kept on any Lot except that up to a total four household pets may be kept (two (2) dogs maximum and two (2) cats maximum), provided that they are not (i) kept, bred or maintained for any commercial purpose or (ii) permitted to become a nuisance to the neighborhood. Further, any such household pet shall be restrained on the Owner's Lot or maintained on a leash at all times.
- (y) Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms, bows and arrows, pellet/BB guns or slingshots within The Properties is prohibited unless required for public safety.
- (z) Commercial Vehicles. No commercial vehicles shall be parked on any Lot except while parked in a closed garage or parked on any street in the subdivision except while engaged in transporting goods or persons to or from a residence in the subdivision or except while being used to furnish commercial or construction or utility services to a residence or to a Lot in the subdivision. No vehicle of any size which transports inflammatory or explosive charge may be stored in the subdivision at any time. Notwithstanding the foregoing, no trucks with tonnage in excess of one ton shall be parked on streets or stored on Lots, whether located within a closed garage or otherwise.
- (aa) Extra Vehicles. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina. A maximum of three (3) of these daily use vehicles are to be parked outside. Additional daily use vehicles will be garaged.
- (bb) Motorized Vehicles. All motorized vehicles operating within The Properties must be properly muffled so as to eliminate noise which might be offensive to others. No

"off road" or unlicensed motor vehicles may be used or operated on or within The Properties.

- (cc) Other Vehicles. No boat, marine craft, hover craft, aircraft, recreational vehicle, pickup-camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard or side yard of any dwelling or parked on any public street in the subdivision, nor shall any such vehicle be stored in the rear yard of any residence unless completely concealed from public view from the streets and Golf Course by ACC approved methods.
- (dd) Burning. Except within fireplaces in the main Living Unit and except for outdoor cooking, no burning of anything shall be permitted within the subdivision.
- (ee) Debris. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of The Properties, except that which is temporary and incidental to the bona fide improvement of any portion of the Properties.
- (ff) Postal Service. All mail boxes will be built to United States Post Office standards and kept in good repair. In order to maintain harmony all mail boxes, posts, and lettering/numbering will be the same identical style size and color. The initial mail box, post, name lettering and box numbers for each Lot will be supplied by the Developer painted and ready to install. As mail boxes are replaced for any reason they will be replaced at each Owner's expense with units that are identical to the original. All individual mail boxes shall be removed if Developer shall provide a central mail box area to service The Properties.
- (gg) Signage. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign with dimensions of not more than two feet by three feet (2' X 3') advertising any Lot or home for sale.
- (hh) Trees. The Association shall be responsible for all of the trees lining the streets of The Properties planted by Developer. The Association shall have an easement, co-extensive with the 10-foot utility easement described above in Article Four, Section 1(i), for the purposes of access to the trees for maintenance and replacement. If it should become necessary and is approved by the ACC to cut or remove or move one or more of the trees planted by Developer lining the streets of The Properties, it will be the responsibility of the Association to move or replace the tree, but the Association shall not be obligated to do so. All maintenance including watering of said trees is the responsibility of the Association; provided, however, no Owner shall have any cause of action for failure of the Association to maintain or replace any tree on any Owner's Lot. In the event that one or more of these trees should die, it will

be the responsibility, but not the obligation, of the Association to replace the dead tree(s) with trees of a similar size and shape, if the Association decides to do so. The Association will be responsible for long-term decisions concerning the trees in general.

(ii) The Golf Course.

- (1) Potential Membership. Ownership of a Lot does not create any special right or privilege of any Owner to use or access the Golf Course. At present, the Golf Course intends to offer a limited amount of memberships at some point; provided, however, this Declaration shall not be deemed to create an obligation to do so and Golf Course Owner reserves the right to modify its current plans. It is the intention of the Golf Course Owner that when and if memberships to the Golf Course may become available, all Owners that so desire will be allowed to join. Owners who buy memberships will be subject to the same privileges, rules, and fees as other members. If memberships are made available, the Golf Course Owner's present intention is that future Owners' membership opportunities will not be distinguished by whether they buy their Lot from a member or non-member. Nothing contained herein shall be deemed to be a representation that such memberships will be made available. Golf Course Owner reserves the right to change its current plans.
- (2) Waiver of Liability. Living on a golf course has certain obvious risks, esthetic benefits, and responsibilities for good citizenship that must be mutually recognized for the enjoyment of the Owner and golfer to coexist in harmony. The Owners of Lots, by the acceptance of deeds to those Lots subject to this Declaration, acknowledge their purchase of a Lot located adjacent to or in the vicinity of the Golf Course and their knowledge and awareness of the hazards incident thereto and by entering into such purchase waive any right to complain of or claim damage arising out of the occasional hitting of golf balls onto, or retrieval of golf balls from, their Lots (whether within or without the bounds of the Golf Course Easements referred to within) and hold harmless Golf Course Owner and Developer from any loss, cost or expense (including, without limitation, reasonable attorneys fees), which Owner may incur in connection therewith.
- (3) Golf Course Easements. The Golf Course Owner and its members, guests, employees, invitees, and other authorized parties, shall have an easement appurtenant to the Golf Course which shall run with the land for use of the back or side thirty (30) feet of each Lot which adjoins the Golf Course. This easement shall include, without limitation, the following rights: (a) The back or side line of Lots that adjoin Golf Course fairways, greens, or tee boxes may

be marked with out-of-bounds markers. Golfers will be instructed to retrieve balls only from the back or side thirty (30) feet of Lots that adjoin the Golf Course. The Golf Course has a rule against playing these balls. Golfers will be instructed that these out-of-bounds balls should be taken back to Golf Course property and "dropped" before being played. Each Owner by acceptance of the deed to a Lot acknowledges and agrees, however, that the Golf Course Owner shall not be liable for the violation of any of these rules by a golfer. (b) Trees, shrubs, grasses or bushes that are on the back or side thirty (30) feet of Lots that are adjacent to the Golf Course can be trimmed, removed, or added by the Golf Course.

- (4) Damage by Golfers. Broken windows and any other damages by golfers shall be the responsibility of the golfer or the Owner. The Golf Course Owner is not responsible for damages from golfers.

#### ARTICLE FIVE

##### Architectural Control, Rights of the Association and Others, Streets and Common Areas

Section 1. Purpose. In order to provide and maintain certain standards as to harmony of external design and location in relation to surrounding structures and topography, the Developer does hereby empower the ACC with certain rights of architectural control.

Section 2. Architectural Control. Unless expressly authorized in writing by the ACC, no dwelling, building, fence, wall, hedge, tree, driveway, or other structure, nor any exterior addition or alteration to any existing structure, nor any clearing or site work shall be commenced, erected or maintained by an Owner, upon any Lot until plans and specifications thereof (the "Plans") showing the shape, dimension, materials, basic exterior finishes and colors, location on site, driveway, parking, gutter drains, landscaping, septic tank and drain field, floor plan and elevations therefor shall have been submitted in duplicate and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the ACC, in its sole discretion. This approval shall apply to all initial construction, additions and subsequent construction. The ACC shall have the absolute and exclusive right to refuse to approve any such Plans which are not suitable or desirable in the opinion of the ACC for any reason, including purely aesthetic reasons, which, in the sole and uncontrolled discretion of the ACC, shall be deemed sufficient; provided, however, that the ACC shall not refuse to approve any Plans which are substantially similar to Plans which previously have been approved or constructed on a Lot,

and provided further, if the ACC denies a request, the ACC shall articulate its reasons for the denial.

**Section 3. Architectural Control Committee.**

- (a) Membership. The ACC shall be composed of three (3) persons, One (1) of whom shall be a Class A member of the Association and two (2) of whom, shall be persons appointed by the Developer so long as the Developer owns any undeveloped Lots or additional land for development subject to this Declaration. Upon the Developer ceasing to own any of the real property subject to this Declaration the second member shall be a Class A member of the Association and the third member shall be appointed by the Golf Course Owner. The Class A member(s) of the Association who are members of the ACC, exclusive of the persons appointed by the Developer or the Golf Course Owner, shall be elected by the Board and shall serve on the ACC for a period of three (3) years. The Board shall elect one member of the ACC to serve as Chairman of the ACC. In the event of the death, resignation, or removal by the Board of any member of the ACC appointed by it, the Board shall have full authority to designate a successor. In addition, the Board may remove any one or more members of the ACC appointed by it at its discretion with no minimum notice. Unless otherwise approved by the Board, the members of the ACC shall not be entitled to any compensation for service performed pursuant to this Declaration. The Board shall keep, or cause to be kept, a list of the names of the persons who comprise the ACC and such list shall be available to any Owner. If at any time there are less than two (2) Class A members of the Association, then the ACC shall be composed of the persons appointed by the Developer only.
- (b) Procedure. At least thirty (30) days prior to the commencement of any construction, the Plans shall be submitted to the ACC. Receipt of the Plans shall be acknowledged, in writing, by the ACC chairman. The ACC's approval, disapproval or waiver as required in this Declaration shall be in writing. All decisions of the ACC must be by a majority vote of the ACC of all of the votes in accordance with Article Five, Section 3(c). In the event the ACC fails to approve, disapprove or respond within thirty (30) days after the Plans have been received by it, the Plans shall be deemed to have been approved. Furthermore, in the event any construction is commenced on any Lot without approval of the ACC of the Plans with respect thereto and no notice is provided to such Owner within thirty (30) days of obvious construction efforts beyond mere site preparation work or no action or suit is initiated against the Owner of such Lot by the Developer or by the ACC within ninety (90) days after that construction has commenced or the foundation work has been completed, approval by the ACC will be deemed to have occurred.

- (c) Voting. In all decisions made by the ACC, the members of the ACC appointed by the Board shall have one (1) vote each. So long as the Developer is the Owner of any Lot within the Properties, the members of the ACC appointed by the Developer shall be entitled to one (1) vote each.
- (d) Prospective Purchasers. If a Prospective Purchaser desires to submit his or her Plans to the ACC for approval, disapproval or waiver prior to his or her purchase of a Lot from an Owner, that person or entity shall follow the procedure set out in this Declaration and the ACC shall act on the submission in the same manner as if submitted by an Owner.
- (e) Bonding Requirements. The ACC may, in its sole discretion, require an Owner to post a bond in any amount up to \$2,500.00 prior to the commencement of any construction by such Owner as security for compliance with such reasonable requirements as the ACC may require for compliance with the covenants and conditions set forth in this Declaration relating to construction. This bond shall also serve as security for any damage which may be done to the streets within said properties or the Golf Course by said construction.
- (f) Application of this Article. This Article Five shall apply to any Additional Lots of the Developer or others subsequently made subject to this Declaration and the terms and provisions of any such supplemental Declaration as well.
- (g) Conformity to this Article. The ACC or its designated representatives shall have the right, at its election, to enter upon any of the Lots during preparation, construction, erection or, installation of any improvements to determine that work is being performed in conformity with the approved plans and specifications

#### ARTICLE SIX

##### Property Owner's Association and Assessments

**Section 1. Corporate Name.** A corporation named Pudding Ridge Homeowner's Association, Inc. (the "Association") has been or will be formed pursuant to the rules and requirements of the Non-profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage and maintain, the streets and any facilities located upon Common Properties in a first class condition; to enforce the restrictions contained herein; and to make and enforce rules and regulations contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

Section 2. Compulsory Membership. Each Owner of each Lot within the subdivision shall be a member of the Association. The Developer, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

- (a) That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;
- (b) That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot;
- (c) That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Articles of Incorporation or the Bylaws shall be a lien upon the Lot or other property upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

Section 3. Membership in Association. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

Section 4. Membership Classes. The Association shall have three membership classes:

- (a) The Class A members shall consist of all of the Owners of improved Lots in the subdivision where occupancy has taken place. Each member shall be entitled to one (1) vote for each Lot owned; provided, however, when more than one (1) person or entity holds an interest in a given Lot, all such persons shall be members; provided, however, the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any given Lot.
- (b) The Class B members shall be the Developer, which shall be entitled to three (3) votes for each Lot owned within the subdivision .
- (c) The Class C members shall consist of the Owners of the Lots where no improvements have been made, improvements have been made but not finished, or improvements have been completed but occupancy has not taken place. Class C Members shall have (1) vote in all Association affairs for each Lot owned.



- (d) Membership Classes B and C convert to Class A status upon occupancy of an improved Lot for residential purposes.

Notwithstanding the above-described voting arrangements, the Developer reserves unto itself and the Class B members the continuing power of appointment over (2) members of a (5) five member Board of Directors of the Association to be designated in the Bylaws and the charter of the Association until the development is complete, including all additional land development. The fifth member of the Board will be appointed by the Golf Course Owner. When all development is complete and all additional land development, if any, is complete and the Developer gives up its right to appoint its two (2) board members, the size of the Board shall be reduced to four (4) members, and the Golf Course Owner will be allowed to appoint the fourth member of the Board. The other three (3) members will be elected from the Class A members.

Section 5. Management and Administration. The management and administration of the affairs of the Common Properties of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration and the Articles and the Bylaws of the Association, but such management may be delegated or contracted to managers, management services or the Board.

Section 6. Common Expenses. The Common Expenses of the Subdivision include:

- (a) All amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the streets or Common Properties, including, without limitation, costs of utilities, including, without limitation, electricity for lighting the Common Properties; all amounts expended by the Association in insuring the streets or Common Properties; all amounts expended by the Association in legal, engineering, or architectural fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by these restrictions; and all amounts expended in any form by the Association in enforcing this Declaration, the Articles or the Bylaws.
- (b) All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by this Declaration, the Articles or the Bylaws.
- (c) All amounts declared to be Common Expenses in the Bylaws or in this Declaration.
- (d) All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Properties.

**Section 7. Annual General Assessment.** The Developer for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of such a deed for same (whether or not it shall be so expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

**Section 8. General Assessments/Limit on Assessment.**

- (a) The Board may fix the annual general assessment to pay for the Common Expenses at an amount not in excess of the maximum, subject to the limitations herein.
- (b) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board.
- (c) Until June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment shall be not greater than One Hundred Twenty-five Dollars (\$125) per Lot.
- (d) From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than 10 per cent above the assessment for the previous year without a vote of the membership.
- (e) From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than 10 percent of the assessment for the previous year provided the proposed increase is approved by a vote of two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (f) Notwithstanding the other provisions for assessment contained herein, no Lot owned by the Class B and C members shall be subject to an annual assessment in excess of \$125. At the time a Class B or C Lot is occupied the assessment shall be increased to the same annual assessment as Class A members for the remainder of the assessment year.

- (g) The annual general assessments levied by the Association shall be used exclusively to pay for the Common Expenses.
- (h) The Golf Course Owner has agreed to pay to the Association fifty percent (50%) of the cost of re-paving due to normal wear or repair due to normal wear, the portion of the street from the Golf Course clubhouse entrance back to Pudding Ridge Road. This was approved by the Board of Directors of Pudding Ridge Golf Club, Inc. on March 29, 1994.
- (i) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Notice of Meeting for Increased General Assessment. Written notice of any meeting called for the purpose of voting for authorized general assessments in excess of the amount of general assessment permitted to be fixed by the Board shall be sent to all members not less than thirty (30) days, and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the quorum is not present, another meeting may be called subject to the same notice requirement, and the same quorum requirement as the preceding meeting. No such subsequent meeting shall be held sooner than thirty (30) days following the preceding meeting. The determination of the validity of ballots and proxies shall be in the sole discretion of the Board.

Section 10. Special Assessments. Special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the Board or the members. Either the Board or the members may levy and impose special assessments upon a majority vote; provided, however, with respect to the members, the special assessment may only be levied and imposed upon a majority vote of each class of members. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay the Common Expenses which exceed the general assessment fund then on hand to pay same and providing a fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of these covenants, the Association may perform such task and remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment. Payment of any special assessment is due within thirty (30) days from the date of such billing. An Owner late in paying such bill will be personally, and such Owner's Lot will be, subject to penalties, late charges and any other expenses incurred in

the collection of said bill. Without the written approval of the Developer no special assessment may be levied against a Class B or Class C member.

**Section 11. Subordination of the Lien to Mortgages.** The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not effect the assessment liability or lien provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding, conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

**Section 12. Compliance with this Declaration, the Articles and the Bylaws of the Corporation.** In addition to all other enforcement and remedy provisions set forth herein and all other remedies, legal or equitable, in the case of failure of an Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

- (a) The Association, an aggrieved Owner or Owners on behalf of the Association, or any Owner on behalf of all the Owners shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.
- (b) The Association shall have the right to remedy the violation and assess the costs of remedying same against the offending Owner as a special assessment.
- (c) If the violation is the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Common Properties for any period during which an assessment against the Lot remains unpaid.
- (d) The remedies provided by this Article are cumulative, and are in addition to any remedies provided by law.
- (e) The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

Prior to availing itself of the relief specified herein, the Association shall follow any hearing procedures which may be set forth in the Bylaws, if any.

## ARTICLE SEVEN

Miscellaneous

Section 1. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Developer, conveying Lots, whether specifically referred to therein or not.

Section 2. Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 3. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of The Properties, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in The Properties. This instrument, when executed, shall be filed of record in the deed records of Davie County so that each and every Owner or purchaser of any portion of The Properties is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4. Owner Enforcement. In addition to all other enforcement provisions and remedies at law or in equity, the Owner of any Lot shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot, without reference to when it was sold, the right and easement to have such restrictions, conditions, and covenants strictly enforced, such right to exist with the Owner of each Lot and to apply to all other Lots, whether owned by the undersigned or others. Failure by 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 5. Other Authorities. If other authorities, such as Davie County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall control.

Section 6. Amendment by Owners. At any time, the Owners of the legal title to seventy-five percent (75%) of the Lots as it may be extended (as shown by the Davie County, North Carolina, records and amendments hereto) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendments(s), except that, for the ten (10) years following the recording of this declaration, no such amendment shall be valid or effective without the joinder of Developer.

Section 7. Modification by Developer. Any restrictions, covenants or conditions hereinabove set forth may be extended removed, modified or changed by securing the written consent of the Developer, which written consent, if given, shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Developer and which written consent shall be the sole document necessary to evidence and effect such removal, modification or change. The Developer may convey its right to remove, modify or change any restriction, condition or covenant of this instrument to any person, firm or corporation by instrument in writing duly recorded in the Office of the Register of Deeds of Davie County.

Section 8. Captions and Introductions. The captions and introductory material herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

Section 9. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to refer to the singular, wherever the context so requires.

IN WITNESS WHEREOF, Gary Wade Groce, Richard Earl Groce, Diana Groce  
Vuich and Lewis Richard Walker have caused this Declaration of Covenants, Conditions and  
Restrictions to be executed and sealed by them, as of the day and year first above written.

Gary Wade Groce  
Gary Wade Groce

Richard Earl Groce  
Richard Earl Groce

Diana Groce Vuich by R. Earl Groce AIF  
Diana Groce Vuich

Lewis Richard Walker  
Lewis Richard Walker

STATE OF NORTH CAROLINA

COUNTY OF DAVIE

I, Doris C. Williams, Assistant Register of Deeds, ~~Notary Public~~ of the County and State aforesaid, certify that GARY WADE GROCE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS ~~my hand and Notarial Seal and Stamp~~, this the 28 day of July, 1994.

Doris C. Williams  
~~Notary Public~~ Assistant

~~My Commission Expires:~~

NOTARIAL SEAL/STAMP:

STATE OF NORTH CAROLINA

COUNTY OF DAVIE

I, Doris C. Williams, Assistant Register of Deeds, ~~Notary Public~~ of the County and State aforesaid, certify that RICHARD EARL GROCE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS ~~my hand and Notarial Seal and Stamp~~, this the 28 day of July, 1994.

Doris C. Williams  
~~Notary Public~~ Assistant

~~My Commission Expires:~~

NOTARIAL SEAL/STAMP:



STATE OF NORTH CAROLINA

DAVIE COUNTY

I, Doris C. Williams, Assistant Register of Deeds, of Davie County, North Carolina, do hereby certify that R. Earl Groce, attorney in fact for Diana Groce Vuich, personally appeared before me this 28th day of July, 1994 to execute the foregoing instrument. Diana Groce Vuich executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County a Power of Attorney filed in Deed Book 175 page 638 on July 28, 1994 granting him the authority to act on her behalf.

Witness this 28th day of July, 1994.

Doris C. Williams

Assistant

STATE OF NORTH CAROLINA )

COUNTY OF DAVIE )

I, Doris C. Williams, Assistant Register of Deeds, ~~Notary Public~~ of the County and State aforesaid, certify that LEWIS RICHARD WALKER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and ~~Notarial Seal or Stamp~~, this the 28 day of July, 1994.

Doris C. Williams

~~Notary Public~~ Assistant

~~My Commission Expires:~~

NOTARIAL SEAL/STAMP:

FILED FOR REGISTRATION

July 28, 1994 2:52 P.M.

DATE TIME

AND RECORDED IN BOOK 175 PAGE 639

HENRY L. SHORE, REGISTER OF DEEDS

DAVIE COUNTY, NC

Doris C. Williams

Assistant

ASCOFUDGING.3/5 7/18/94

- 25 -

EARL GROCE 154 VALLEY OAKS Drive Advance N.C. 27006

DEED BOOK 180 PAGE 490

02191

NORTH CAROLINA  
DAVIE COUNTY

MODIFICATION OF RESTRICTIVE COVENANTS  
OF PUDDING RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that GARY WADE GROCE, RICHARD EARL GROCE, LEWIS RICHARD WALKER, residents of Davie County, North Carolina, and DIANA GROCE VUICH, of San Diego, California, hereinafter referred to as "Developer" do hereby modify those restrictive covenants recorded in Deed Book 175, page 63 and subsequent pages of the Davie County Registry, pursuant to the provisions herein, as follows, viz:

Said restrictions shall be modified by providing that ARTICLE FOUR, Section 1. "Restrictions on Use and Rights of the Owners" item (b) shall be changed to read as follows: "Minimum Square Footage: In no event shall any single story Living Unit contain less than 2000 square feet of Living Area; no 1-1/2 story Living Unit shall contain less than 2400 square feet of Living Area; and no 2-story Living Unit shall contain less than 2800 square feet of Living Area. Measurements shall be made to exterior walls.

ARTICLE FOUR, Section 1, (h) (Building Materials) shall be changed to read as follows: Building Materials. Only new building materials will be used. Nothing shall be built which contains cement or cinder blocks which are visible from the outside of the Living Unit. No log construction shall be used. There shall be no flat roof construction. Vinyl or aluminum siding may be used below the eaves of any Living Unit or detached building only with the approval of the Architectural Control Committee. All exposed chimneys and foundations will be brick, rock, or a surface approved by the ACC. There shall be no modular, mobile, or manufactured home construction or any similar type living unit or construction.

ARTICLE FOUR, Section 1, (u) "Antennas" shall be changed to read as follows: Any antenna which exceeds 18" in any dimension must be approved by the ACC.

IN TESTIMONY WHEREOF, Gary Wade Groce, Richard Earl Groce, Lewis Richard Walker and Diana Groce Vuich have hereunto set their hands and affixed their seals this the 1st day of May, 1995.

Gary Wade Groce (SEAL)  
GARY WADE GROCE

Richard Earl Groce (SEAL)  
RICHARD EARL GROCE

Lewis Richard Walker (SEAL)  
LEWIS RICHARD WALKER

Diana Groce Vuich (SEAL)  
DIANA GROCE VUICH

NORTH CAROLINA  
DAVIE COUNTY

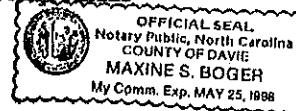
DEED BOOK 180 PAGE 491

I, Maxine S. Boger, a Notary Public of said county and state do hereby certify that GARY WADE GROCE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for purposes therein expressed.

Witness my hand and notarial seal, this the 1<sup>st</sup> day of May, 1995.

Maxine S. Boger (SEAL)  
Notary Public

My commission expires: May 25, 1998



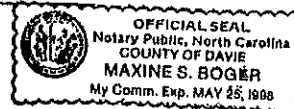
NORTH CAROLINA  
DAVIE COUNTY

I, Maxine S. Boger, Notary Public of said county and state do hereby certify that RICHARD EARL GROCE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for purposes therein expressed.

Witness my hand and notarial seal, this the 1<sup>st</sup> day of May, 1995.

Maxine S. Boger (Seal)  
Notary Public

My commission expires: May 25, 1998



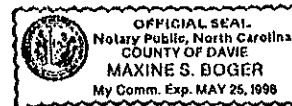
NORTH CAROLINA  
DAVIE COUNTY

I, Maxine S. Boger, a Notary Public of said county and state do hereby certify that LEWIS RICHARD WALKER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for purposes therein expressed.

Witness my hand and notarial seal this the 1<sup>st</sup> day of May, 1995.

Maxine S. Boger (Seal)  
Notary Public

My commission expires May 25, 1998



State \_\_\_\_\_  
County \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said county and state do hereby certify that DIANA GROCE VUICH, of San Diego, California, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, DAVIE COUNTY

The foregoing certificates of Maxine S. Boger Notary Public of Davie County, NC and Leslie A. Becker Notary Public of San Diego, California are certified to be correct. This instrument was presented for registration on May 5, 1995 at 1:02 P.M. and recorded in Deed Book 180 page 490.

HENRY L. SHORE, REGISTER OF DEEDS

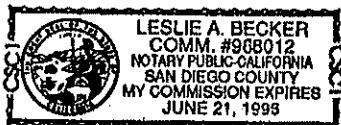
by: Martha S. Smith deputy

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6907

State of CaliforniaCounty of San DiegoOn May 1, 1995 before me, Leslie A. Becker, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLICpersonally appeared Diana Groce Vuich  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Leslie A. Becker  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

## CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
Diana Groce Vuich

## DESCRIPTION OF ATTACHED DOCUMENT

Modification of restrictive covenants

TITLE OR TYPE OF DOCUMENT

1  
NUMBER OF PAGES

May 1, 1995  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE