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DAVIDSON COUNTY NC FEE \$62.00

PRESENTED & RECORDED

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MICHAEL E. HORNE

REGISTER OF DEEDS

BY: CASEY L. RAINO

DEPUTY

BK: DE 2670

PG: 323 - 346

NORTH CAROLINA

DAVIDSON COUNTY

**AMENDED DECLARATION OF
RESTRICTIVE COVENANTS OF
TARAWOOD PROPERTY OWNERS'
ASSOCIATION F/K/A "TARAWOOD,
INC."**

KNOW ALL MEN BY THESE PRESENTS that whereas TARAWOOD PROPERTY OWNERS' ASSOCIATION, INC. successor to TARAWOOD, INC., A North Carolina corporation, hereinafter called (Company or Developer), is the owner of the lands that are fully described on Exhibit A, attached hereto and incorporated herein by reference as fully as though set out verbatim herein and that are to be subdivided and platted of record into "Tarawood, Inc." that whereas the developer has established a general plan for the improvement and development of the said property and in pursuance thereof has formulated and agreed upon the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by them as owners, each and every one of these covenants, conditions, reservations, and restrictions being for the benefit of each owner of land in such subdivision, that is to say "Tarawood, Inc." or any interest therein, and each and every one of these covenants, conditions, reservations, and restrictions to pass with each and every parcel of such subdivision, to bind the respective successors in interest of the present owner thereof, and to run with the land;

AND WHEREAS, on August 20, 1975, Tarawood, Inc., as developer of Tarawood Subdivision recorded at the office of the Davidson County Register of Deeds the Restrictive Covenants of Tarawood in Deed Book 529, Page 943, which restrictions were amended in Deed Book 736, Page 1210 to convey the Developer's interest to Tarawood Property Owners' Association, Inc., which Restrictions were amended in Deed Book 814, Page 754, Deed Book 832, Page 1302, and Deed Book 2380, Page 142;

AND WHEREAS, on May 15, 2020 in Deed Book 2408, Page 487 additional amendments and restatement of the Restrictive Covenants were recorded with the Register of Deeds of Davidson County;

AND WHEREAS, on September 1, 2023 in Deed Book 2616, Page 1, an amended and restatement of the Restrictive Covenants was recorded with the Register of Deeds of Davidson County;

submitted electronically by "Brinkley Walser Stoner, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

AND WHEREAS, TARAWOOD PROPERTY OWNERS' ASSOCIATION, INC. now desires to restate the Restrictions as originally set forth with amendments in one document to be recorded to provide more convenient notice of the full restrictions, with amendments from the February 4, 2024 annual meeting of the members;

NOW THEREFORE, in consideration of the premises, the developer does declare and establish covenants, conditions, reservations, and restrictions for "Tarawood, Inc." to be developed from the lands described on Exhibit A, in manner and form as follows:

I.

For the purpose of further insuring the development of "Tarawood, Inc.", as an area of high standards, the developer hereby irrevocably reserves such powers to control the building, structures, and other improvements placed on each lot and such powers to make such modifications in these covenants, conditions, reservations, and restrictions as are hereinafter expressed and implied. In addition, the developer hereby irrevocably reserves the power to appoint to Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association, at such time or times as to it may seem fit and proper, in the Company's uncontrolled discretion, any one or all of the powers herein reserved to the Company.

II.

No building, fence, wall, drive, boathouse, pier or other structure shall be erected, placed or altered on residential property lot until the proposed building plans, specifications, exterior color of finish, plot plan (showing the proposed location of such building or structure drives and parking areas) and construction schedule shall have been approved in writing by Tarawood Property Owner's Association, Inc. successor to Tarawood, Inc., its successors or assigns. Refusal or approval of plans, location or specifications may be based by Tarawood Property Owners' Association, Inc. upon any grounds, including purely aesthetic considerations, which in its sole and uncontrolled discretion, Tarawood Property Owners' Association, Inc. shall deem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by Tarawood Property Owners' Association, Inc. One copy of all plans and related data shall be furnished to the Company for its records.

III.

As Replaced and Amended in the Davidson County Registry,
Book 814, Page 755, June 8, 1992 -

Dwelling Size: No plans will be approved unless the proposed dwelling has the minimum required square footage of an enclosed dwelling area as follows:

- a. Any one story dwelling erected upon any lot shall contain not less than 1,800 square feet, outside measurement, of the enclosed floor heated are, exclusive of basement, garages, terraces, decks, shed type porches, open porches, carports and like areas; the term dwelling area does include, however screen porches if the roof of such porch forms an integral part of the roof line of the main dwelling or if they are on the ground of a two story structure.
- b. Any multi level dwelling erected upon any lot shall contain not less than 2,200 square feet, outside measurement, of enclosed floor heated area, exclusive of basement, garages, terraces, decks, shed type porches, open porches, carports and like areas, the term dwelling area does include however, screen porches if the roof of such porch forms an integral part of the roof line of the main dwelling or if they are on the ground of a two story structure. Such dwelling shall contain not less than 1,500 square feet outside measurement of enclosed floor heated area on the ground floor, exclusive of basement, garages, terraces, decks, open porches, shed type porches, carports and like areas, the term dwelling area does include however screen porches if the roof of such porch forms an integral part of the roof line of the main dwelling or if they are on the ground of a two story structure.
- c. All dwellings must be stick-built on site. No prefabricated, modular or trailer homes are allowed.

IV.

House locations shall be governed by the following general restrictions:

- a. No building may be closer to a street line than thirty (30) feet, and nearer the other lot boundaries than ten (10) feet, unless specifically stated in the plat of the subdivision.
- b. Clearing of any lot for a house site shall not begin until an authorized representative of the Company has checked said lot and approved the location of the house thereon. The same applies also to piers and boathouses.

V.

The exterior of all houses and structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

VI.

All lots in Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than on (1) detached single family dwelling not to exceed two and one half (2 ½) stories in height and one small one-story accessory building which may include a detached private garage and/or boathouse; provided, the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building and that no exposed cement blocks or similar type product can be left exposed other than boathouse if erected on the water of adjacent to water and/or retaining wall.

VII.

A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided that such guest suite would not result in over-crowding the sites.

VIII.

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

IX.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, or animals or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, with the exception of house pets. Possession of inherently dangerous exotic animals and/or wild animals is prohibited.

X.

All property lines shall be kept free and open one to another and no fences shall be erected on any lot lines except where, in the opinion of the Company, a fence or other enclosure, as a structure or aesthetic feature or a design concept, will contribute to and be in keeping with the character of the area.

XI.

In order to implement an attractive, over-all appearance to the residential areas, the Company reserves unto itself and its authorized representatives the right to enter upon any

residential lot on which a residence has not been constructed. The Company and its authorized representatives may enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to provide garbage or trash removal services.

XII.

The Board of Directors shall consist of five elected members: President, Vice-President, Secretary, Treasurer and one At-Large Director. Each shall serve a two-year term, other than the Vice-President who will automatically rotate up to become President. The Board shall serve without compensation. The Association may have committee chairmen appointed by the President of the Board. Owners in good standing can participate via running, nominating and/or voting. Only owners in good standing who can reasonably expect to attend at least 50% of the Board Meetings shall run for the Board. There is a maximum of one (1) Board Member per property owner. Individuals receiving the majority of votes will serve on the Board as long as there is a minimum of 60% participation of eligible, total votes cast. The signed Proxy form is allowed in hard copy or electronic (email) authorization. A person designated as a proxy will cast a proxy vote in line with the property owner's directions as written on their proxy form. Requests for nominations for open positions shall be sent out toward the end of the fiscal year and the election held at the annual property owners meeting at the beginning of the fiscal year. Nominations will be accepted via email, electronic means, regular mail or verbally until the vote occurs at the annual meeting. New Board Members shall assume their positions, following the annual meeting. Should a Board Member resign, or vacancy occur on the Board, an eligible replacement may be nominated by the remaining Board and then approved with a 60% email, electronic or mail-in approval of eligible, voting members of the association.

XIII.

No commercial signs, including "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the company or except as may be required by legal proceeding, it being understood that the Company will not grant permission for said signs unless their erection is reasonable necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color, location and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the prior written permission of the Company.

XIV.

Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company. There shall be no junk vehicles, unserviceable vehicles or salvage stored or placed or allowed to remain on or in any lot.

XV.

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

XVI.

Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by septic tank or tanks constructed on such lot for the disposal of all sewage and all sewage shall be emptied or discharged into such tanks. No sewage shall be emptied or discharged into any creek, river, or lake or shoreline thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendation of the Davidson County health authority. Approval of such system shall be obtained from such authority after completion of said system and prior to the use of the system.

XVII.

The Company reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet on each lot and ten (10) feet along on (1) side of each lot provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential sub-division or to locate same upon any lot with the permission of the licensee of the Company but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

XVIII.

No structure of a temporary character shall be placed upon any lot at any time, provide, however, that this prohibition shall not apply to shelters used by the contractor

during the construction of the main dwelling house, it being clearly understood that these later temporary shelters may not at any time be used as residences or permitted to remain on the lot after completion of construction.

XIX.

No trailer, tent, camper, mobile home, side-by-side mobile home, metal building, barn or other similar outbuildings or structures shall be placed on any lot at any time whether temporarily or permanently.

XX.

No fuel tank or similar storage facilities may be exposed to view and may be installed only within the main dwelling house or within an accessory building underground.

XXI.

No private water wells may be drilled or maintained on any residential lot so long as the Company, its agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line. (In the event a water distribution line is not provided, the Company must approve the location of any wells.)

XXII.

No large trees measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within (10) feet of the approved site for such building.

XXIII.

No lot shall be subdivided or its boundary line changed except with the prior written consent of the Company. However, the Company hereby expressly reserves to itself and assigns the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable as a building site to include, but not limited to the relocation of easement, walkway and rights of way to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size and, further, provided; that any such lot may be reduced in size to a minimum of one (1) acre whether or not such reduction in size is more than twenty (20) percent of the area of the lot as originally platted.

XXIV.

It is understood and stipulated and agreed that the restrictions and covenants contained in the original "RESTRICTIVE COVENANTS", and those contained herein, and as may be properly adopted in the future, shall apply and be applicable to all of the lands & area as lie within the boundaries of the original 59.87 acres as described and set out on Exhibit A in the original recorded restrictive covenants, dated 8/20/75 as were duly filed/recorded on 8/20/75 @ 3:38 PM in Book 529 at page 943 in the Office of the Register of Deeds of Davidson County N.C. to which recorded Exhibit A reference is hereby made and duly incorporated herein by reference as if set out at this place herein verbatim. There are no condominium sites allowed or located within said 59.87 acres aforesaid.

XXV.

The riding of minibikes or motorcycles on any lot or street within Tarawood, Inc. is expressly forbidden. Tarawood property owners and guests may operate street legal motorcycles on the streets of Tarawood. Motorcycles must have current tags and insurance.

XXVI.

All streets and access areas, and community areas, and storm sewers, common areas, entrance gates, easements, Right(s)-Of-Way, and/or any other rights, title and/or Interest of the Original "Developer" or "Company" in and to the aforesaid two (2) Platted & Recorded SUBDIVISIONS as the Original "Developer" may not still own and possess, are to be conveyed to the aforesaid Tarawood Property Owners Association by way of a valid conveyance in such form and dignity as to be a recordable "Legal Instrument" in the Office of the Register of Deeds of Davidson County, N.C. with said "Instrument of Conveyance" to be duly signed & sealed & executed & delivered to the aforesaid Tarawood Property Owners Association simultaneously with the signing, sealing, executing and delivery of those Amendments dated 6/19/1989.

XXVII.

In order to provide a permanent fund to maintain, landscape, and repair community areas, to maintain streets, storm sewers, access areas, common areas, entrance gates and in general to provide a fund for those services important to the development and preservations of an attractive community, and, further, to maintain the privacy and general safety of the residential community of Tarawood, Inc. each owner of a lot shall pay annually to the Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association an amount to be established annually by the Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association, for the purposes hereinabove noted. The annual payment may be adjusted each year by the Company or Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association. This property is hereby subject to the right of assessment granted to the Company or Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association by Tarawood, Inc. upon conveyance of the streets and access areas in "Tarawood, Inc." to Tarawood Property Owners' Association, Inc. f/k/a Tarawood, Inc. Property Owners Association.

The rights and powers to assess the property owners of the lands embraced within the aforesaid 59.87 Acres (See Exhibit A to Orig. Restrictive Covenants), to include but not be limited to, the various lot owners of the Platted and Sub-Division Lots in TARAWOOD, Sections One & Two referred to hereinabove, as set out and provided for in said para. XXVII, are hereby expressly amended and modified and changed so as to provide that the said Tarawood Property Owners Association shall have the sole and exclusive right and power to set-up, establish, and enforce the said "Assessment" Rights & Powers, all as more fully set out and described on an attachment hereto entitled: "Addendum Exhibit B" to which reference is hereby made and duly incorporated herein by reference at this place as if set out verbatim. See addendum Exhibit B affixed hereto.

Assessments and Membership Fees are a personal obligation and debt of each Member and the same shall also be a specific judgment on each owner(s) lot(s) or tract until paid. Members will be penalized \$50.00 per month, per lot, if their Membership Dues are not paid by March 1 of each year. If such amounts are not paid in full, with late fees by May 1st of each year, then legal action will take place. Residents will be responsible for late fees, legal fees and any associated costs. The \$50.00 per month per lot late fee will continue until the dues and all penalty fees are paid in full.

XXVIII.

All of the foregoing covenants, conditions, reservations, and restrictions shall (unless therefore modified by the Company, hereinafter provided) continue and remain in full force and effect at all times as against the owner of any lot in Tarawood, Inc., regardless of how he acquired title, until the commencement of the calendar year 2010, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof: provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in "Tarawood, Inc." shall by written instrument duly recorded in the Davidson County Registry declare a termination of the same.

It is expressly understood and agreed that the several covenants, conditions, reservations, and restrictions herein shall attach to and run with the land, and it shall be lawful not only for the Company, its successors and assigns, but also for the owner or owners of any lot or lots in "Tarawood, Inc." to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. Should the Company employ counsel to enforce any of the foregoing covenants or conditions or reservations or restrictions, all costs incurred shall be paid by the owner of such lot or lots and the Company shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, that the breach of any of the foregoing covenants or conditions or reservations or restrictions, shall not defeat or render invalid the lien of any mortgage or

deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restriction shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of the Company or the owners of other lots in Tarawood, Inc. in exercising any rights or power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Company or the developers for or on account of the Company's failure to bring any action on account of any breach of the covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the company.

Provided, further, that in the event any one or more of the foregoing covenants or conditions or reservations, and restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Provided, further, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against Perpetuities under the laws of North Carolina.

Any or all of the foregoing conditions and restrictions may be removed or modified or changed by the written consent of the Company, which (written consent) shall be duly executed, acknowledged, and recorded in the Davidson County Registry, and which (written consent) may be given or withheld within the controlled and sole discretion of the development and the maintenance of Tarawood, Inc. according to the overall plan for which development and maintenance are herein evidenced and detailed.

XXIX.

BOAT RAMP AREA RULES:

- A. The boat ramp area is a private facility for Tarawood members in good standing, their families and guests only.
- B. The ramp and lake are not monitored, and dangerous conditions may exist. Use the ramp area at your own risk. Tarawood Property Owners Association is not responsible for personal injury or damage to personal property.
- C. Lot owners are financial responsible for any damage done to the ramp, gate or common areas by the lot owners or their guests/invitees.
- D. Boats and/or watercraft shall not be left unattended and shall not block access to the ramp or lake.

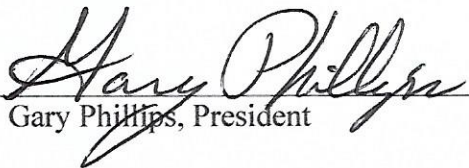
E. There is to be no swimming in the boat ramp area.

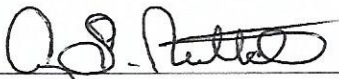
XXX.

A centralized mailbox is provided for those who wish to receive their mail at Tarawood. Individual mail receptacles or newspaper boxes are prohibited.

IN WITNESS WHEREOF, TARAWOOD PROPERTY OWNERS' ASSOCIATION, INC. successor to TARAWOOD, INC., has caused these presents to be signed its President, to be attested by its Secretary, and its common seal to be hereunto affixed, pursuant to corporate resolution hereby restated as of the 23rd day of September, 2024.

TARAWOOD PROPERTY OWNERS' ASSOCIATION, INC.

By:  (SEAL)
Gary Phillips, President

ATTEST:  (SEAL)
Amy Nuttall, Secretary

North Carolina
Davidson County

I certify that the following person personally appeared before me this day,
acknowledging to me that he voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated: Gary Phillips as President of Tarawood
Property Owners' Association, Inc.

Date: 9/24/24

Jennifer Thompson
Notary Public

Notary's Printed Name: Jennifer Thompson
My commission expires: 7/12/2025

Jennifer Thompson
NOTARY PUBLIC
Davidson County, NC

North Carolina
Davidson County

I certify that the following person personally appeared before me day acknowledging to
me that he or she voluntarily signed the foregoing document for the purpose stated
therein and in the capacity indicated: Amy Nuttall as Secretary of Tarawood Property
Owners' Association, Inc.

Date: 9/24/24

Jennifer Thompson
Notary Public

Notary's Printed Name: Jennifer Thompson
My commission expires: 7/12/2025

Jennifer Thompson
NOTARY PUBLIC
Davidson County, NC

EXHIBIT "A"

Deed dated April 23, 1975, from M. L. Byrd, Sr., and wife, Linda S. Byrd, to Tarawood, Inc.

Beginning at an iron stake in the center of N.C.S.R. #2300, a new corner on the northeast boundary line of Oakwood Acres as shown by Map #7, Oakwood Acres Section B in Plat Book 8, page 50; thence with the northeast boundary line of Lot #957, said Map 7 Oakwood Acres, N. 30° 16' 30" W. 184.00 feet to an iron found, corner of Lot 957, Oakwood Acres, and being on contour 655 Carolina Aluminum Company Datum; thence with said contour 655 in a northeasterly direction 5,364 feet plus or minus to an iron found, power company corner #1874B on contour 655; thence with the power company line N. 22° 23' 30" W. 99.81 feet to an iron stake power company corner #1874A on contour 655; thence again in a northeastern direction along contour 655, 319.55 feet plus or minus to an iron on said contour 655 and in "Alcoa's" line; thence with two lines to said "Alcoa" S. 86° 37' 41" E. 1408.59 feet to an iron found Power Company corner; thence S. 86° 44' 163.81 feet to an iron found Power Company corner in Joyce Hughes' line; thence with Joyce Hughes' line S. 1° 46' W. 79.40 feet to an iron stake in the center of N.C.S.R. 2300 a new corner in Joyce Hughes' line; thence with thirty (30) new lines along the center of N.C.S. R. #2300, S. 40° 36' W. 171.86 feet to a point; thence S. 38° 22' 30" W. 418.30 feet to a point; thence S. 39° 06' 30" W. 195.44 feet to a point; thence S. 48° 46' W. 100 feet to a point; thence S. 61° 49' W. 100 feet to a point; thence S. 69° 45' W. 100 feet to a point; thence S. 70° 45' W. 100.00 feet to a point; thence S. 65° 15' W. 100.00 feet to a point; thence S. 57° 05' W. 100 feet to a point; thence S. 52° 19' W. 100.00 feet to a point; thence S. 50° 36' W. 213.11 feet to a point; thence S. 54° 33' W. 100.00 feet to a point; thence S. 60° 09' W. 100.00 feet to a point; thence S. 61° 56' 30" W. 100.00 feet to a point; thence S. 65° 31' 30" W. 100.00 feet to a point; thence S. 67° 49' 30" W. 100.00 feet to a point; thence S. 70° 26' 30" W. 101.00 feet to a point; thence S. 73° 50' 30" W. 200.00 feet to a point; thence S. 67° 28' W. 100.00 feet to a point; thence S. 59° 25' 30" W. 100.00 feet to a point; thence S. 54° 31' 30" W. 100.00 feet to a point; thence S. 50° 28' 30" W. 100.00 feet to a point; thence S. 39° 34' W. 100.00 feet to a point; thence S. 24° 02' 30" W. 100.00 feet to a point; thence S. 13° 24' W. 100.00 feet to a point; thence S. 13° 09' 30" W. 135.08 feet to a point; thence S. 19° 18' W. 50.00 feet to a point; thence S. 26° 38' 30" W. 50.00 feet to a point; thence S. 39° 43' W. 50.00 feet to a point; thence S. 56° 22' 30" W. 53.05 feet to the point of beginning and containing 59.87, more or less.

The above-described is subject to the right-of-way of N.C.S.R. #2300, also easements of electric corporations for power lines, restrictions and reservations of the Carolina Aluminum Company to contour elevation 660.

Reference is made to Deed Book 484, page 232, Book 519, page 708 and Book 529, Page 943, in the office of the Register of Deeds of Davidson County, North Carolina.

EXHIBIT "B"

A. Definitions: As used herein:

- (1) "Assessment" or "common charges" shall mean or refer to the assessments and charges levied against the owners of lots in the subdivision, as hereinafter defined, and the word "assessment" shall mean the same as "common charges", unless the context requires otherwise.
- (2) "Association" shall mean and refer to the Tarawood Property Owners' Association, and may sometimes be referred to as the "Corporation".
- (3) "Board" shall mean or refer to the Board of Directors of the Association.
- (4) "Bylaws" means the bylaws of Tarawood Property Owners' Association.
- (5) "Common expense" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Association for general purposes, including any reasonable reserve, all of which may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Association or Articles of Incorporation of Tarawood Property Owners' Association.
- (6) "Common areas" shall mean and refer to all real and personal property, together with those areas within dedicated portions of the development area and subdivision which may be deeded to or acquired by the Association for the common enjoyment of the members of the Association. Common areas include, but are not limited to, those areas of land shown on the map of Tarawood Section I and Section II, as follows: 1) all streets or roads together with all improvements located thereon; 2) all easements and rights of way; 3) boat ramps; and 4) Lot 1 of Tarawood Section I.
- (7) "Dedication" means the act of committing a portion of the development area of the subdivision to the purposes of the restrictive covenants.
- (8) "Developer" means Tarawood, Inc., or its successors or assigns, or any legal entity acquiring ownership of portions of the development area heretofore not dedicated with the intent and for the purpose of further development. This may include the "Tarawood Property Owners' Association".

- (9) "Development area" shall mean that property described by deed recorded in Book 527, Page 113, in the office of the Register of Deeds of Davidson County, North Carolina, and as more fully set out in Exhibit "A".
- (10) "Lot" means a separately numbered tract of land lying within the subdivision(s) or other dedicated portion(s) of the Development Area, including the area embraced within the original 59.87 acres, all of which are subject to the original August 20, 1975 Restrictive Covenants, and any and all "Amendments" thereto to include those as set out herein.
- (11) "Subdivision" means Tarawood Section I and Section II., and any other portion of the Development Area which has been dedicated pursuant to the Restrictive Covenants which consists of the original 59.87 Acres.

B. Purpose: For the purpose of further insuring the development of Tarawood Sections I and II, as an area of high standards, the Developer hereby irrevocable reserves such powers to control the buildings, structures, and other improvements placed on each lot, and such powers to make modifications in these covenants, conditions, reservations and restrictions as are hereinafter expressed and applied. In addition, the Developer hereby irrevocably reserves the right to appoint to Tarawood Property Owners' Association, at such time or times as to it may seem fit and proper, in the Developer's uncontrolled discretion, any one or all of the powers herein reserved to the said Developer.

C. Applicability: These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plats or maps, and additional plats or maps of subdivisions of the development area (hereinafter referred to as lot or lots), which lots are for residential purposes only, and shall also include all of the area embraced and lying within the original 59.87 Acres.

D. Property Owners' Association:

- (1) An Association of the property owners of lots and/or land embraced within the original 59.87 Acres has been or will be formed and established so as to be a "Legal Entity". Its purposes are to own, manage, maintain, and operated the common areas and facilities located therein, and to enforce the Restrictive Covenants, and to make and enforce Rules and Regulations governing the use, occupation, development, and maintenance of said areas, and to make and enforce Rules and Regulations as to monetary assessments as will be required to carry out the intent and purpose of said Tarawood Property Owners' Association.
- (2) Each owner of any lot and/or lands embraced within these Restrictive Covenants shall be a member of the Tarawood Property Owners' Association, and agree with respect to said Association as follows:

- (a) That for so long as each is an owner of a lot or lands embraced within these Restrictive Covenants, He/She/It 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 Articles of Association or Articles of Incorporation, By-Laws, and duly adopted Rules and Regulations of the Association; and
 - (c) That any unpaid assessment, whether general or special or otherwise, levied by the Association shall be a specific lien upon the lot, or lots, or lands upon which said assessment was levied, and shall also be a personal obligation of the owners of the lot or lands at the time of the assessment, and shall be a continuing specific lien and obligation applicable to subsequent owners.
- (3) Each membership in the Association shall relate to and have unity of interest with said lot, or lots, or lands, which may not be separated from the ownership thereof. The Association shall have two (2) Classes Of Voting Membership and one (1) Class of NON-VOTING Membership, as follows:

CLASS "A" – Voting Membership: Class "A" Voting members shall be the owners of developed lots or tracts lying within the area embraced by these "Restrictive Covenants". Class "A" Members shall be entitled to one (1) vote for each developed lot or tract owned by Him/Her/It.

CLASS "B" – Voting Membership: Class "B" Voting Members shall be the owners of undeveloped lots or tracts lying within the area embraced by these "Restrictive Covenants". Class "B" Members shall be entitled to only one (1) vote no matter how many lots He/She/It may own.

CLASS "C" – Non-Voting Membership: Undeveloped Lots or tracts lying within the area embraced by these "Restrictive Covenants" as may be owned by the developer, and/or its assignee, Linda S. Byrd-Dillon, as more fully set out and described in Para. H. pg. 4, of the AMENDMENTS & MODIFICATIONS & CHANGES TO RESTRICTIVE COVENANTS set out in instrument filed in Deed Book 736, Page 1210, Davidson County Registry. to which this is a part thereof.

At the time any "Undeveloped" Lot (Referred to as a Class "B" Voting Lot or as a Class "C" Non-Voting Lot) shall be and become a "Developed" Lot, then at that time said Developed Lot shall carry with it the right to be a Class "A" – Voting Membership Lot.

A "Developed" Lot or Tract Shall Mean A Lot or Tract upon which a dwelling house or residence has been placed. An "Undeveloped" Lot or Tract Shall Mean any other Lot or Tract other than a Developed Lot Or Tract as defined just hereinbefore.

At the time of the conveyance of any of the Developer's Class "C" Non-Voting Lot(s) or Tract(s) referred to just hereabove, same shall then be determined to be and become either a Class "B" – voting undeveloped lot or tract, or a Class "A" – Voting developed or undeveloped lot or tract as defined hereinabove.

PROVIDED HOWEVER, when more than one person, or legal entity, holds an interest in any lot or parcel lying within the area embraced by these Restrictive Covenants, all such persons, or legal entity(s), shall be Members but the vote of such lot or tract shall be exercised as they (The Owners) among themselves determine BUT IN NO EVENT shall more than one vote (Or any fraction thereof) be entitled to be cast with respect to any lot or tract.

- E. Management and Administration: The management and administration of the affairs of the common areas of the property shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of these restriction, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or management services.
- F. Common Expenses: the common expenses of the subdivision include:
1. All amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the common areas of the properties; all amounts expended by the Association and insuring the common areas in the properties; all amounts expended by the Association in legal, engineering or architectural fees; all similar fees which may be incurred by the corporation from time to time in performing the functions delegated to the Association by these restrictions; all amounts expended in any form by the corporation in enforcing these restrictions, the Articles or the Bylaws.
 2. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowable by these restrictions, the Articles or the Bylaws.

3. All amounts declared to be common expenses in the Bylaws or in these restrictions.
4. All taxes and special assessments which may be levied from time to time by any governmental authority upon the common areas in the subdivision.

G. Annual General Assessment:

1. The Developer and owners hereby covenant and agree to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, cost and reasonable attorney fees shall be a charge and lien on the land and shall be a continuing lien upon the property against which each assessment is made. Furthermore, each such assessment, together with interest, cost, and reasonable attorney fees, shall also be the personal obligation of the person or legal entity who is the owner of the lot or tract at the time when said Assessment shall be set and levied. The personal obligation hereunder for any delinquent Assessment (Or Assessments As Case May Be) shall pass to any successor in title ownership so as to be then due and payable by said successor. All Delinquent Assessments shall also continue to be a specific lien upon the lot, lots, tract, and/or tracts as may be subject to said Assessments hereunder, and said specific lien shall attach to and run with said Lots and/or Tracts.
2. The Annual General Assessments to be determined and charged and levied by the Association shall be used to construct, repair, improve and maintain the roads, streets and other public travel areas, boat ramps, security gate, and other common areas, and to pay for the on-going and day-to-day expenses and overhead of the Association, and to pay for the cost of any lighting or other utilities relating to the common areas and Streets, and to pay for any insurance which the Association decides to purchase, and to generally promote the recreation, health, safety, well-being and welfare of the Members and Property Owners, and to also pay any property taxes or any other legal taxes as may become due and payable which in any way may relate to the Association's assets, property, and carrying on of its affairs as authorized herein and in its Articles of Association or Articles of Incorporation, By-Laws, Rules and/or Regulations.

3. The Annual General Assessments shall be fixed and established by the *ASSOCIATION* at uniform rates for each lot or tract lying within the area embraced by the Restrictive Covenants. There shall not be any difference between these Annual General Assessments as to said lots and tracts EXCEPT FOR:
 - a. Lot No. 7 of Sec. I, TARAWOOD, Plat Book 16, page 144, as now owned by R. Don & Margaret Byrd Strickland, shall not be required to pay any "Street Or Roadway Fund – Account" Assessment so long as they continue to maintain their Drive-Way & Entrance Gate leading from the West Side of the public road known as Tarawood Forest Drive (a/k/a NCSRd. #2300), BUT this shall NOT exempt said Lot No. 7 from other Assessments as may be charged and levied by the Association.
 - b. Those certain numbered Lots described and set out in Para. H. of the AMENDMENTS recorded in Book 736, Page 1210 As Are Now Owned by Linda S. Byrd-Dillon, each of which shall be exempt from Assessments so long as She is the owner of same --- -- all as set out and provided for in said Para. H., page 4, of these AMENDMENTS & MODIFICATIONS & CHANGES TO RESTRICTIVE COVENANTS recorded in Book 736, Page 1210.
4. The regular annual assessments for the Developer and the owners shall commence on the first day of the month next succeeding the month the Amended Declarations were filed in the office of the Register of Deeds of Davidson County in Book 736, Page 1210. The regular annual assessments for any owner shall commence on the first day of the month next succeeding the month any owner acquires title to a lot, and shall be levied for the balance remaining in the calendar year payable monthly, in advance. The due date of any assessments permitted by this Declaration shall be fixed in the resolution or resolutions authorizing such assessment.
5. Commencing with the first regular annual assessment, the *ASSOCIATION* shall fix the date of commencement, and the amount of assessment or assessments against each lot, for each assessment period at least 15 days in advance of such date or period and shall at that time, prepare a roster of the lots and assessments applicable thereto which shall be

kept in the office of the Association, or at any other place designated by the Association upon notice of the assessment or assessments thereupon shall be sent to every owner subject thereto.

The Association shall, upon demand, furnish at any time to any owner liable for said assessment or assessments, a certificate in writing, signed by an officer of the Association, setting forth whether said assessments have been paid or, if unpaid, the amount of assessment due. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid or the amount of the assessment due.

6. The Association may change the basis of the regular annual assessments for any period provided that any such change shall have the consent of at least 67% of the * VOTING * members of the Association; provided that any change in the method of calculating or collecting assessments shall be at the discretion of the * ASSOCIATION * . the numbered Lots owned by Linda S. Byrd-Dillon as are "Exempt" pursuant to the provisions of Sub-Sec. (3) (b) hereof shall not be assessed so long as She is the owner thereof as provided for hereinbefore.

Written notice of any meeting called for the purpose of taking any action authorized under this paragraph shall be sent to all members no less than 20 days, nor more than 40 days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast 60% of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. If there shall be any moneys remaining for distribution after any "Foreclosure Sale" on any Lot or Tract, then and in such event, any Assessment Lien(s) shall be treated just the same as any other recorded lien. A sale or conveyance or transfer of any lot(s) or tract(s) shall NOT affect the "Assessment Lien". No sale or conveyance or transfer shall relieve such

lot or tract from liability for any Assessments whether same be past, present or future.

H. Special Assessments:

1. Special Assessments may be levied against lots and tracts lying within the area embraced by these Restrictive Covenants for any such purposes or reasons as are provided for in these Restrictive Covenants, the Articles, the By-Laws and/or Rules & Regulations of the Association, and on such terms and conditions as may be adopted and charged and levied by the Board Of Directors or by the Voting Members themselves. Any such "Special Assessment(s)" may be adopted, imposed, charged and levied by a majority vote of The Association Voting Members, (As the case may be) as are present at any Annual or Special Meeting at which a quorum is present.

The purposes for which said Special Assessments may be levied and charged and imposed shall include, but not limited to: to obtain funds from which to pay common expenses which may exceed the Annual – General Assessment funds (Referred to in G. of this Addendum Exhibit B hereinbefore) then on hand, and to provide for a contingency fund and/or any reserve fund for capital improvements and/or possible unforeseen extraordinary expenses, all as may be determined by a majority of the Board of Directors and agreed to by a majority of the Voting members.

2. In addition to the above, Special Assessments may be charged and imposed and levied against specific lots and tracts upon a 67% affirmative vote of the Voting Members present at either an Annual Meeting of Members or at any Special – Called Meeting, PROVIDED HOWEVER THAT before said meeting a proper Notice of same as an agenda item is given to the "Voting Members" as provided for in the By-Laws of the Association, and NOTICE IS EXPRESSLY GIVEN to the owner(s) of any lot or tract upon which this "Specific" Special Assessment is to be imposed and levied by Certified – Return Receipt Requested U.S. Mail as addressed to the last known address of the owner(s) according to the records of the Association as to be certified to by the President or Vice-President, and by the Secretary or Assistant Secretary, of the Association and with said "Certification" to be put among the Records Of The

Meeting at which this action is proposed. The Notices provided for herein shall be given at least 30-Days Prior to the date of any such Meeting, and any such Meeting MUST be commenced and convened within 75-Days from the date of said Notice(s). The numbered lots owned by Linda S. Byrd-Dillon as are "exempt" pursuant to the provisions of sub-section (3) (b) hereof shall not be assessed so long as she is the owner thereof as provided for herein above.

- I. Lien for Assessments: Any general or special assessment, if not paid within 30 days of the date such assessment is due, together with interest at the maximum legal rate, and cost of collection, court costs, and reasonable attorney fees, shall constitute a lien against the lot upon which such assessment is levied. The Association may record notice of same in the office of the Clerk of Superior Court of Davidson County or file a suit to collect such delinquent assessments and charges. The Association may file notice of lis pendens, bringing action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.
- J. Compliance with the Restrictive Covenants, the Articles and the Bylaws of the Corporation:
 1. In the case of the failure of a lot owner to comply with the terms and provisions contained in the restrictive covenants, the Articles or the Bylaws of the Association, the Developer, an aggrieved lot owner or owners within the subdivision on behalf of the Association or any lot owner on behalf of all the lot owners within the subdivision 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 judged and appropriate.
 2. The Association shall have the right to remedy the violation and assess the cost of remedying the same against the offending lot owner as a special assessment.
 3. If the violation is a non-payment of any general or special assessment, the Association shall have the right to suspend the offending owner's voting right and the use of such owner, his agents, employees, and invitees of the common areas within the subdivision for any period during which the assessments against the lot remain unpaid.
 4. The remedies provided by this section are cumulative and are in addition to any other remedies provided by law.

5. The failure of the Association or any person to enforce any restriction contained in the restrictive covenants, the Articles or the bylaws shall not be deemed to waive the right to enforce such restriction thereafter as to the same violation or subsequent violation of similar character.
6. In the event any lot or tract owner should fail to comply with the/any provisions of these Restrictive Covenants (And As May Be Properly Amended In The Future), the Articles of Association or Articles of Incorporation, The By-Laws, and/or duly adopted Rules and Regulations, of the Association, and if such failure to comply involved the performance of an affirmative task or other thing to be done or performed, then and in such event, the Association may cause to be done whatever may be required to complete the task or other thing to be done so as to remedy such matter and may then charge, impose and levy the total costs of such performance upon the said Owner, or Owners, and same shall likewise be a Specific Lien upon the affected Lot, or Lots, Tract, or Tracts, just the same as if said charges & costs were a Special Assessment and may be enforced as provided for in Para. I. entitled: "Lien For Assessments" set out hereinbefore in this Addendum Exhibit B.

K. Property Rights of Lot Owner, Cross Easements and Exceptions and Reservations by Developer:

1. Every owner of a lot within the subdivision, as an appurtenance to such lot, shall have a perpetual easement over and under the common areas within the subdivision for each and every purpose or use to which common areas were intended as determined by their type, or for which such common areas generally are used. Such easements shall be appurtenant to and shall pass for the title to every lot located within the subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:
 - a. The Association shall have the right to make reasonable rules and regulations respecting the use of same.
 - b. The Association shall have the right to suspend the voting rights of a lot owner and his rights to use the common areas within the subdivision for any period during which any due assessments against such owner's lot remains unpaid as is provided in Paragraph J hereof, and for a period not to exceed 60

days for any infraction thereof, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

- c. The association shall have the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common areas.
2. The Association hereinafter may grant easements for utility purposes for the benefit of the subdivision, and the lots now or hereafter located thereon, over, under, along and through the common areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment of value of any lot.
3. Any owner may delegate in accordance with the Bylaws, his right of enjoyment to common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

L. Provision For Installment Payments:

1. The ASSOCIATION may make provisions for "Installment Payments" of any ASSESSMENTS provided for and to be levied pursuant to these AMENDMENTS and/or the ARTICLES OF ASSOCIATION OR ARTICLES OF INCORPORATION, upon first receiving a "Recommendation" relating thereto from the Board Of Directors.

M. Suggested Changes to Covenants, Bylaws or Standard Operating Procedures:

1. Suggested changes to the covenants, bylaws or Standard Operating Procedures may be submitted to the board for review or brought up at an annual meeting. Formal motions to change the covenants, bylaws or Standard Operating Procedures of the Association shall be submitted to each property owner in writing at least 30 days prior to the annual or called meeting via U.S. Mail or electronic (email) means. A 75% affirmative vote of the voting members present or signed proxy vote shall constitute a vote of approval. If a motion is made to modify the language of the proposed motion at the called or annual meeting, it shall be re-sent out to the voting members for review at least 30 days in advance of a second, called meeting." Changes or updates to the reference documents in the "Exhibit" sections of the Standard Operating Procedures may be made by the Board of Directors by majority vote of the active board members.