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STATE OF NORTH CAROLINA

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF CRAMER MOUNTAIN
(formerly Cramer Mountain Subdivision
Phase I, Hanna Woods and Maple Point)**

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COUNTY OF GASTON

THIS DECLARATION made as of this 3¹²⁰ day of FEBRUARY, ~~1988~~ ²⁰⁰⁰, by the undersigned Owners (as that term is defined below) and the owner of the Common Area (as that term is defined below).

Background Statement:

A. Cramer Mountain Country Club and Properties, Inc. a North Carolina corporation and Hanna Woods Corporation, a North Carolina corporation (collectively, "Developer"), were seized of certain lands and premises lying in South Point Township, Gaston County, North Carolina, which have been subdivided into lots and shown on plats thereof recorded by Cramer Mountain Country Club and Properties, Inc. in Plat Book 40 at Pages 36, 37 and 38, Plat Book 41 at Pages 52, 71, and 88, Plat Book 42 at Pages 16, 21, 41 and 115, Plat Book 44 at Page 45, Plat Book 45 at Pages 58 and 62, Plat Book 46 at Pages 5, 6, 7, 8, 9, 10, 65, 66, 67, 68 and 70, Plat Book 47 at Page 67, and Plat Book 48 at Pages 55 and 89, all in the Gaston County Register of Deeds Office ("Phase I").

B. Developer developed Phase I into a residential subdivision called "Cramer Mountain, Phase I" with 250 subdivided Lots. The undersigned Owners of Lots in Phase I collectively are now seized of at least seventy-five percent (75%) of the Lots in Phase I.

C. Developer has previously executed and recorded a Notice of Restrictions dated as of April 23, 1985 and recorded in Book 1518 at Page 586 in the Gaston County Public Registry, as amended and restated by a Notice of Amended Restrictions dated as of March 19, 1986 and recorded in Book 1773 at Page 69 in the Gaston County Public Registry, as amended and restated by a Notice of Amended Restrictions dated as of October 22, 1986 and recorded in Book 1813 at Page 51 (collectively and as amended and restated, the "Original Phase I Declaration"), which Original Phase I Declaration imposed certain easements, conditions and restrictions on Phase I.

D. The Original Phase I Declaration provides that the Original Phase I Declaration could be modified by seventy-five percent (75%) of the property owners in Phase I.

E. Developer and the undersigned Owners of Lots in Phase I now wish to amend and restate those easements, restrictions, conditions and covenants which previously have been imposed on Phase I pursuant to the Original Phase I Declaration.

F. Developer was seized of certain lands and premises lying in South Point Township, Gaston County, North Carolina, which have been subdivided into lots and shown on

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plats thereof recorded in Plat Book 45 at Pages 55 and 104. Plat Book 46 at Page 65, Plat Book 48 at Page 59, Plat Book 50 at Page 24 and Plat Book 54 at Page 4, all in the Gaston County Register of Deeds Office ("Hanna Woods").

G. Developer developed Hanna Woods into a residential subdivision with 94 subdivided Lots. The undersigned collectively are now seized of at least seventy-five percent (75%) of the Lots in Hanna Woods.

H. Developer has previously executed and recorded a Declaration of Restrictions, Covenants, Liens and Charges (the "Original Hanna Woods Declaration"), dated as of August 5, 1992 and recorded in Book 2198 at Page 663 in the Gaston County Public Registry, which imposed certain easements, conditions and restrictions on the Properties.

I. The Original Hanna Woods Declaration provides that the Original Declaration could be modified by seventy-five percent (75%) of the property owners in Hanna Woods.

J. Developer and the undersigned Owners of Lots in Hanna Woods now wish to amend and restate those easements, restrictions, conditions and covenants which previously have been imposed on Hanna Woods pursuant to the Original Hanna Woods Declaration.

K. Developer was seized of certain lands and premises lying in South Point Township, Gaston County, North Carolina, which have been subdivided into lots and shown on plats thereof recorded in Plat Book 46 at Page 65 and Plat Book 51 at Page 618, all in the Gaston County Register of Deeds Office ("Maple Point", and together with Phase I and Hanna Woods, "Cramer Mountain").

L. Developer developed Maple Point into a residential subdivision with 17 subdivided Lots. The undersigned Owners of Lots in Maple Point collectively are now seized of certain Lots in Maple Point.

M. It is the desire of the Developer and the undersigned Owners of Lots in Maple Point to impose upon Maple Point certain easements, restrictions, conditions and covenants.

N. It is the desire of the Developer and the undersigned Owners of Lots in Phase I, Hanna Woods and Maple Point to subject these properties to a single set of easements, restrictions, conditions and covenants for the purpose of, among other things, ensuring that Cramer Mountain is developed in a harmonious manner.

Statement of Agreement:

NOW, THEREFORE, the undersigned hereby declare that Cramer Mountain shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, Cramer Mountain and be binding on all parties having any right, title or interest in all or any part of Cramer Mountain, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Cramer Mountain Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.
2. "CMACC" shall mean and refer to Cramer Mountain Architectural Control Committee.
3. "Common Area" shall mean all real property (including the improvements thereto) and all streets and roadways owned by the Association for the common use and enjoyment of the owners.
4. "Developed Lot" shall mean any Lot upon which the construction of a residential dwelling is substantially complete. If an Owner owns multiple adjacent Lots upon which one residential dwelling has been constructed, the Lot containing the largest square footage under roof shall be deemed a Developed Lot and the other Lots shall be deemed Undeveloped Lots.
5. "Lot" shall mean and refer to any subdivided numbered plot of land, with the exception of any Common Area, shown within Cramer Mountain upon any recorded subdivision plat or map of Cramer Mountain (or portion thereof).
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of Cramer Mountain, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
7. "Undeveloped Lot" shall mean any Lot that is not a Developed Lot.

ARTICLE II

TERM, AMENDMENT AND TERMINATION

All of the provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges set forth herein shall run with and bind Cramer Mountain from the date this Declaration is recorded. This Declaration may be amended or modified by the Board of Directors of the Association upon authorization by a two-thirds (2/3) vote of all members of the Association entitled to vote who are voting in person or proxy at a meeting called for this purpose; provided that no amendment shall alter any obligation to pay Assessments, as herein provided, or affect any collection for payment of the same, except upon authorization by a one hundred percent (100%) vote. Nothing contained herein, however, shall prohibit the Board from deferring or adjusting an Assessment of an individual Lot Owner on hardship grounds.

Written notice of any meeting called for the purpose of amending this Declaration shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. To be effective, any amendment by the Board of Directors of the Association must be recorded in the Office of the Register of Deeds of Gaston County, North Carolina and a marginal entry of the same must be signified on the face of this document.

ARTICLE III

RESTRICTIONS ON USE

1. **Single Family Residences.** No Lot shall be used except for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family residence dwelling and such accessory buildings as are usually accessory to a single family residence dwelling. No Lot or any portion of a Lot shall be used for a street or roadway to any adjoining property.

2. **Dwelling Size.**

(a) No dwelling shall be constructed on a Lot in Phase I with less than two thousand six hundred (2,600) square feet under roof, of which at least two thousand six hundred (2,600) square feet shall be heated area. Multi-level dwellings in Phase I shall have at least one thousand two hundred fifty (1,250) square feet of heated area on the main floor. The minimum square footage of foundation area and the minimum square footage of finished, heated area for all other improvements shall be specifically approved by CMACC.

(b) No dwelling shall be constructed on a Lot in Hanna Woods with less than one thousand seven hundred fifty (1,750) square feet under roof, of which at least one thousand seven hundred fifty (1,750) square feet shall be heated area. Multi-level dwellings in Hanna Woods shall have at least one thousand two hundred fifty (1,250) square feet of heated area on the main floor. The minimum square footage of foundation area and the minimum square footage of finished, heated area for all other multi-level improvements shall be specifically approved by CMACC.

(c) No dwelling shall be constructed on a Lot in Maple Point with less than two thousand (2,000) square feet under roof, of which at least two thousand (2,000) square feet shall be heated area. Multi-level dwellings in Maple Point shall have at least one thousand two hundred fifty (1,250) square feet of heated area on the main floor. The minimum square footage of foundation area and the minimum square footage of finished, heated area for all other multi-level improvements shall be specifically approved by CMACC.

3. **Garages.** All dwellings shall have a private, attached, enclosed garage. Boats, trailers, stored vehicles, or other similar objects shall be maintained in such a manner as to not be visible from a street, side lot or golf course.

4. **Building Setbacks.** No building or other improvements may be constructed or placed on any Lot except within the minimum setback lines prescribed by any applicable zoning

ordinance. If no such zoning ordinance applies to a Lot or if the applicable zoning ordinance is less restrictive than the limits placed on the development of such Lot by the guidelines (as that term is defined in Article IV, Paragraph 3 hereof) and by the minimum building setback lines shown on recorded plats of Cramer Mountain, the guidelines and recorded plats shall control and limit development of such Lot. In any event, no building or other improvements shall be located on any Lot in Phase I nearer than fifteen feet (15') to any side and rear lot line and on any lot in Hanna Woods or Maple Point nearer than ten feet (10') to any side and rear lot line. No building or other improvements shall be located on any Lot in Phase I nearer than fifty feet (50') to the front lot line and on any Lot in Hanna Woods or Maple Point nearer than forty feet (40') feet to the front lot line.

In the event any dwelling is placed upon more than one (1) Lot, then the combination of said Lots shall be considered one (1) Lot for purposes of this Article III.

5. Approval to Build. No dwelling shall be erected, placed or altered on any Lot without the approval of CMACC. All construction and alterations approved by CMACC must be completed within one (1) year after the receipt of such approval; provided, however, CMACC may waive this requirement if delays have been caused by events beyond the reasonable control of the Lot Owner. If construction and/or alterations approved by CMACC do not commence within six (6) months after CMACC's approval, such approval shall be null and void. Approval by CMACC shall be as provided in Article IV set out hereinafter.

6. Nuisance. No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot or on any of the Common Areas, nor shall anything be done or permitted thereon which may become an annoyance or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Lot or the Common Areas. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot or any Common Area.

7. Garbage. All outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupants of other Lots or the users of any street or recreation area in Cramer Mountain. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of CMACC.

8. Recreational Vehicles. No recreational vehicles such as campers, boats or golf carts shall be parked on any street in Cramer Mountain. Each Lot Owner owning such vehicles shall provide a paved area on his Lot for the storage of any such vehicle owned by him. This paved area shall be no closer to any street than the building setback lines for that particular Lot and shall not be visible from the street.

9. Driveways. All driveways, turning areas and parking areas shall be surfaced with concrete or alternative material approved by CMACC, shall be located in accordance with the requirements of the guidelines and the recorded plat of Cramer Mountain and shall be completed prior to the occupancy of any dwellings on the Lot. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings

prior to the commencement of any other construction on the Lot. The installation of the culvert and any covering must be approved by CMACC.

10. Animals and Pets. No livestock of any description may be kept or permitted on any Lot with the exception of dogs, cats and other animals which are bona fide household pets and which do not make objectionable noise or constitute a nuisance or inconvenience to the owners of other Lots nearby. No raising, breeding, training or dealing in dogs, cats or other animals may be permitted on/or from any Lot in a commercial manner.

11. Temporary Structures and Mobile Homes. No structure of a temporary character, basement, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No mobile homes shall be permitted on any Lot.

12. Signs. Except as otherwise provided herein, no sign of any character shall be displayed or placed on any Lot except "For Rent" or "For Sale" signs, which signs shall not exceed three (3) feet square in size or extend more than four (4) feet above the surface of the ground and shall be limited to one sign to a Lot.

13. Fences. No chain link fences shall be permitted on any Lot. No fences shall be erected on any Lot nearer than sixty (60) feet to the front property line and nearer than ten (10) feet to a side street property line. All permissible fences shall be approved by CMACC prior to construction.

14. Clotheslines. No clotheslines shall be permitted outdoors.

15. Motorcycles, Minibikes and Go-Carts. No minibikes and go-carts of any kind shall be permitted to operate within Cramer Mountain. Motorcycles may be operated within Cramer Mountain so long as they are fitted with mufflers that comply with all applicable local, state and federal laws.

16. Antennas, Receiving Units. No radio or television aerial or antenna or satellite receiving dish or other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on any Lot or portion thereof without the approval of CMACC; provided, however, that each Lot Owner may install one (1) satellite dish, not in excess of one (1) meter in diameter. The location of any such satellite dish shall be subject to the reasonable prior approval of CMACC, taking into account the appropriate standards set forth in the regulations of the Federal Communications Commission, and to the extent reasonably practical, CMACC may require that such satellite dish be screened from public view. Prior to installing the satellite dish, the Owner shall furnish to CMACC a copy of his installation plans.

17. Athletic and Leisure Equipment. No Owner shall place any athletic or leisure equipment in the Common Area. Any such equipment visible from any street or recreational area shall be maintained in good repair.

18. **Trees.** No tree shall be removed from the Properties that are six (6") inches in diameter at a location that is measured twelve (12") inches from the ground without the approval of CMACC. However, it shall be the owner's responsibility to remove any dead trees on developed lots and/or dead trees endangering passage on streets or adjacent developed properties immediately, and does not require approval by the CMACC.

19. **Trucks.** No vehicle of any type shall be continuously parked on any street in Cramer Mountain. No truck or other vehicle larger than a three-quarter (3/4) ton capacity shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

20. **Swimming Pools.** No swimming pools or hot tubs of any kind shall be installed or maintained on any Lot unless and until the location, outward appearance, size and design thereof shall have been approved by CMACC.

21. **Lot Appearance.** All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth shall be permitted. All Lots shall be maintained in accordance with all local ordinances.

22. **Fuel Tanks.** No fuel tanks or similar storage receptacles may be placed or installed or maintained on any Lot unless and until the location, size and screening thereof shall have been approved by CMACC.

23. **Mailboxes.** No mail or paper box or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle of standard design as shall have been approved by CMACC. Mailboxes shall be maintained in good repair, reasonably free of rust and other visible deterioration.

24. **Use of Common Area.** No Owner shall use, or permit his family, agents, licensees, invitees or tenants to use, the Common Area in any manner except as shall be set forth in this Declaration or as shall be approved or specifically permitted by the Association.

ARTICLE IV

THE CRAMER MOUNTAIN ARCHITECTURAL CONTROL COMMITTEE

1. **Members.** CMACC shall be comprised of five (5) members. The Board of Directors of the Association shall have the sole power to appoint three (3) of the five (5) members of CMACC. Developer will have the sole power to appoint the remaining two (2) members of CMACC until the earlier to occur of (i) January 1, 2003 or (ii) the date Developer no longer owns any Lots, after which the Board of Directors of the Association shall have the sole power to appoint all members of CMACC. All members of CMACC must be members of the Association.

2. **Requirement of Approval.** No construction, which term shall include without limitation clearing, excavating, grading and other site work, shall take place except in strict compliance with this Article, until the requirements hereof have been fully met, and until the written consent and approval of CMACC has been obtained.

3. **Jurisdiction; Guidelines.** CMACC shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof together with any modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved. CMACC may prepare, adopt and promulgate standard written design guidelines ("guidelines"). The guidelines shall be those of the Association, and CMACC shall have the sole and full authority to prepare and to amend the guidelines and procedures at any time. CMACC may make the guidelines available to Owners, builders and developers who seek to engage in the development of or construction upon the Lots. If such guidelines are made available said Owners, builders and developers shall conduct their operations strictly in accordance therewith.

4. **Approval Process.**

(a) Prior to commencing any construction or reconstruction on a Lot, the Owner thereof shall submit to CMACC two sets of all building plans and specifications (the "Plans") covering such construction which have been prepared by a qualified registered architect or home designer for the specific use of the Owner submitting the same. The Plans shall contain the following: (i) foundation plans, (ii) elevation drawings of all exterior walls, (iii) roof plan, (iv) plot plan showing location and orientation of all structures proposed to be built on the Lot, (v) the square footage of the proposed structures on a floor by floor basis, and (vi) the location of any driveway, and, where the driveway is to cross a drainage ditch adjacent to any roadway, the installation of the culvert and covering to be used under the proposed driveway.

(b) At the time of the submission of the Plans, the Owner shall also submit samples of all proposed building materials and colors as may be requested by CMACC, it being intended that external materials and colors will confirm with the guidelines adopted by CMACC.

(c) CMACC shall have the absolute and exclusive right in its sole discretion to refuse to approve the proposed Plans and the samples. In passing upon such Plans and samples, CMACC may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots. Refusal to approve the proposed Plans may be based by CMACC on any grounds, including purely aesthetic considerations. Without limiting the foregoing, CMACC shall not be bound in its decision-making by prior approvals and disapprovals made with respect to other Lot Owners. If CMACC approves the construction of such improvements, it shall issue a letter evidencing such approval. No alterations in the external appearance of any structure shall be made without approval by CMACC as provided herein; provided, however, that no approval by CMACC granted hereunder shall constitute or be construed as approval by any person of the structural stability or quality of any structure.

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(d) CMACC shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decision of CMACC shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with CMACC recommendations may be submitted for determination by CMACC. In the event that CMACC fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to CMACC, approval, for the purposes of this Article, shall be deemed to have been given by CMACC. Failure to approve plans within thirty (30) days, does not relinquish the owner from complying with any approved design guidelines.

(e) Upon completion of approved construction, CMACC shall inspect the construction to insure that the Owner complied with the approved Plans and samples. No structure may be occupied or used until the issuance by CMACC of a letter of compliance. The letter of compliance shall be issued by CMACC without fee; provided, however, that in the event that the CMACC first inspection of the construction reveals deviations or deficiencies from the approved Plans and samples, CMACC may charge a fee of \$100 to be paid to the Association for every subsequent inspection which is necessary to insure compliance with the approved plans and samples. Any such fee must be paid before the issuance of the compliance letter.

5. **Inspections and Inspection Fees.** In order that CMACC may utilize the services of a fee-paid design professional to advise it on matters of plan approval and provide site inspections upon completion, a submission fee, as established by the Board of Directors of the Association and payable to the Association, will be required at the time that plans and specifications are submitted to CMACC. Initially this fee will be \$300.

6. **Fines for Noncompliance.** If an Owner occupies or uses a structure for which a letter of compliance has not been issued by CMACC, CMACC may levy a fine of up to \$100 per day for each day of such occupancy or use to be paid to the Association; and this fine may be collected as set forth in this Declaration.

7. **Interior Decoration.** Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.

8. **No Responsibility.** Neither the Board of Directors of the Association nor CMACC nor any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

ARTICLE V

EASEMENTS

1. **Easement for Use of the Common Area.** Every Owner shall have as an appurtenance to each Lot owned a permanent right and perpetual easement in, to and over the

Common Area for purposes, as appropriate to the nature of any specific part of the Common Area, of access to and from each Owner's Lot or Lots and for the discharge from any residence built on any such Lot of wastewater and sewage into the wastewater and sewage system and treatment facilities located on the Common Area, subject to the following provisions:

(a) the right of the Association to charge reasonable Assessments in accordance with Article VII hereof for the operation, maintenance, repair, restoration, reconstruction and replacement of any facility situated upon the Common Area;

(b) the right of the Association under the Bylaws of the Association (the "Bylaws") to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; and

(c) the right of the Association to make and enforce reasonable rules and regulations governing the use of the Common Area.

2. **Delegation of Rights.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and the facilities located thereon to the members of his family, his tenants or contract purchasers who reside on such Owner's Lot or Lots.

3. **Platted Easements.** As shown on certain recorded plats of Cramer Mountain, easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services have been reserved. Also included in this reservation, without limitation, is the right to locate sewer pipes and facilities and electrical lines, poles and facilities on each Lot as shown on these recorded plats. Easements for entry signs are also reserved on certain recorded plats. All current Lot Owners, and each Owner hereafter accepting a deed to a Lot, and the Association by signing hereto, acknowledges such reservations. To the extent not done previously, Developer hereby transfers to the Association all of its right, title and interest in any such easements.

Other than as expressly provided herein to the contrary, the Owner of each Lot shall maintain continuously the easement and right-of-way areas described in this reservation and all improvements thereon; provided, however, that within any such easement and right-of-way area, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or use of utilities, or which may change the direction of flow or drainage channels in the easements, or which may remove support from any walls or tie-backs, or which may otherwise interfere with the enjoyment of the easements for their intended purposes. In addition, the Association shall have the continuing right and easement to maintain all sewer lines, water lines and tie-backs located on the Lots, including the right to go into dwellings and disturb the structure and floors thereof in order to maintain those lines and tie-backs located within or under said dwelling.

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ARTICLE VI

CRAMER MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

1. **General.** The Cramer Mountain Homeowners Association, Inc. is a North Carolina non-profit corporation formed for the purpose of owning, managing, maintaining, and operating the Common Area and the facilities on the Common Area; enforcing the restrictions contained herein; and making and enforcing rules and regulations governing the Owners' use and occupation of the Lots.

2. **Members; Agreement.** Every Owner of each Lot within Cramer Mountain shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All current Lot Owners, by this Declaration, and the future 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 Cramer Mountain, 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; and

(c) That collection of any unpaid Assessment levied by the Association in accordance with these restrictions or the Articles of Incorporation of the Association (the "Articles") or the Bylaws shall be enforced by civil action or any other action or procedure available under the laws of the State of North Carolina and shall be the personal obligation of the Owner of the Lot at the time the Assessment fell due.

3. **Number of Votes.** Each Lot Owner shall have one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4. **Management.** The management and administration of the affairs of the Common Area of Cramer Mountain 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 restrictions, the Articles and the Bylaws, but may be delegated or contracted to managers or management services.

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ARTICLE VII

ASSESSMENT AND LIENS

1. **Covenant for Maintenance Assessments.** All current Lot Owners, for each Lot owned within Cramer Mountain, hereby covenants, and each future Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges (referred to herein as "Dues"), and (b) special assessments ("Special Assessments") for capital improvements, such Special Assessments to be established and collected as hereinafter provided. Dues and Special Assessments are referred to collectively herein as "Assessments."

2. **Collection.** The collection of any unpaid assessments, together with interest, costs and reasonable attorney's fees shall be enforced by civil action or any other action or proceeding available under the laws of the State of North Carolina. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

3. **Purpose of Assessments.** The Dues and Special Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Cramer Mountain and for the operation, maintenance, repair, restoration, reconstruction and replacement of the Common Areas and shall be applied to the following expenses:

(a) all amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the Common Areas and the facilities located thereon; all amounts expended by the Association in insuring the Common Area and the facilities located thereon; all amounts expended by the Association in legal, engineering, architectural or permit fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration, 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 covered 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 Area; and

(e) all amounts expended by the Association in maintaining any security guard house located at entrances to Cramer Mountain; all amounts expended by the Association in paying security guards to staff the security guard house; and all other expenses incurred by the Association arising in connection with the foregoing.

4. Determination of Amount of Dues. Dues for each Lot Owner will be set by the Board of Directors of the Association in the amount required to allocate to each Lot Owner a share of the projected costs and expenses to be incurred in the performance of the Association's obligations hereunder and under the Articles and the Bylaws. Until January 1, 2000, Dues shall be 780.00 per Developed Lot (\$65.00 per month) and 390.00 per Undeveloped Lot (\$32.50 per month). From and after January 1, 2000, maximum Dues may be increased each year not more than ten percent (10%) of the Dues for the previous year provided, however, that dues may increase more than 10% upon the affirmative vote of two-thirds (2/3) of all Association members entitled to vote and whose property is subject to assessment by the Association, who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the foregoing, the ratio of the Dues established for each Developed Lot to the Dues established for each Undeveloped Lot shall always be two to one. Any Dues established by the Board of Directors shall continue from year to year until changed by said Board.

5. Special Assessments.

(a) In addition to Dues, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures, facilities, and personal property related thereto, provided that any such Special Assessment must be authorized by the affirmative vote of two-thirds (2/3) of all members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

6. Quorum for Meetings. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. All notices shall contain specific action items for the upcoming meeting. Failure to appear and vote at the meeting or to give a proxy to a specified individual shall be deemed to be an automatic proxy given to the Home Owners Association. All such automatic proxies to the Home Owners Association shall further be deemed to be an affirmative vote on any given matter noted in the meeting notice; provided, however, that any vote to Amend or modify this Declaration shall be governed by Article II herein and no automatic proxies to the Board shall be allowed on such a vote to Amend or modify this Declaration.

7. Uniform Rate; Semi-Annual Collection. Dues and Special Assessments must be fixed at a uniform rate for Lots within each class (i.e. Undeveloped Lots and Developed Lots) and shall be collected on a semi-annual basis.

8. Commencement of Assessments; Notice. The Board of Directors of the Association shall fix the amount of the Dues and Special Assessments against each Association member at least thirty (30) days in advance of each assessment period. Written notice of Dues and Special Assessments shall be sent to every member subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Dues and Special Assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of Dues and Special Assessment on a Lot is binding upon the Association as of the date of its issuance.

9. **Failure to Timely Pay.** Any Dues or Special Assessments not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. No Lot Owner may waive or otherwise escape liability for Dues or Special Assessments provided herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE IX

VIOLATIONS

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws, the following relief shall be available:

(a) the Association, an aggrieved Lot Owner or Owners within the Properties on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the Properties shall have the right to bring any action or proceeding available under laws of the State of North Carolina 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 defaulting Lot Owner as a Special Assessment;

(c) if the violation is the nonpayment of any Assessment, the Association shall have the right to suspend the defaulting Owner's voting rights 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 other remedies provided by law; and

(e) the failure of the Association or any Lot Owner 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.

ARTICLE X

CAPTIONS

The captions contained herein are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE VIII

VARIANCES

The Board of Directors of the Association in its sole discretion shall have full authority and power, at any time in the future, to allow reasonable variances to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this Declaration. The Board of Directors of the Association may require Owners seeking a variance to submit a written request together with approval signatures from neighboring property owners as the Board of Directors may deem appropriate. The Board of Directors of the Association may delegate the authority given to it under this Article VIII to CMACC. Any variance granted must be reduced to writing; executed on behalf of the Association; recorded in the Gaston County Register of Deeds Office; and shall refer specifically to this Declaration.

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ARTICLE XI

INVALIDITY OF A PROVISION

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

ARTICLE XII

VOTING

With respect to provisions contained herein requiring a vote of the Lot Owners, each Lot Owner shall have one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE XIII

CONFLICT WITH BYLAWS

To the extent any provision contained in this Declaration is inconsistent with any provision contained in the Bylaws, the provision in this Declaration shall control.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals as of this 3RD day of FEBRUARY, ~~1999~~ ²⁰⁰⁰ 2000 ²⁰⁰⁰ 2000

CRAMER MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

[CORPORATE SEAL]

Attest:

By: Timothy J. Lefranboise
President

Mary Ann Case
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GASTON

This 3RD day of FEBRUARY, ~~1999~~ ²⁰⁰⁰ 2000, personally came before me Timothy J. Lefranboise, who, being by me duly sworn, says that he is the

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AFFIDAVIT FOR RE-RECORDING OF PREVIOUS INSTRUMENT

(G.S. 47-36.1 Effective June, 1996)

NORTH CAROLINA
COUNTY OF GASTON

The undersigned does hereby acknowledge that the purpose for the re-recording of this instrument is to correct a scrivener's error in that the paragraph pertaining to the heading "VARIANCES" was inadvertently omitted and the heading "ARTICLE IX, VIOLATIONS" was also inadvertently omitted and the paragraph pertaining to "VIOLATIONS" appeared under the heading "ARTICLE VIII, VARIANCES."

This the 17th day of May, 2001.



JANE FOY PAINTER, ATTORNEY (SEAL)

NORTH CAROLINA
GASTON COUNTY

Filed for registration at 3:22 o'clock P.M. on the 17th day of April, 2001 and recorded and verified in the Office of the Register of Deeds of Gaston County, North Carolina in Book 3242 Page 886.

This the 17th day of May 2001.

ALICE BROWN, REGISTER OF DEEDS

BY: 

Assistant/Deputy

BK 3242 PGS 886

05/17/01 3:22PM 000000H7707

15 Pat

DEED	\$604.00
***TOTAL	\$604.00
CHECK	\$604.00
CHANGE	\$0.00