

## Covenant Information

The following have been recorded in the Office of the Register of Deeds, Iredell County, North Carolina:

### Windemere POA, Inc.

<u>Document</u>	<u>Filing Date</u>	<u>Index Type</u>	<u>Book</u>	<u>Page</u>
Declaration, ByLaws, Articles of Incorporation	10/15/93	pre-95 real estate	898	1135
1 <sup>st</sup> Amendment to Declaration	12/12/94	pre-95 real estate	936	506
2 <sup>nd</sup> Amendment to Declaration	8/29/97	consolidated real property	1038	1078
2 <sup>nd</sup> Supplement to Declaration (actually 3 <sup>rd</sup> Amendment)	11/18/97	consolidated real property	1049	1806
3 <sup>rd</sup> Amendment to Declaration (actually 4 <sup>th</sup> Amendment)	10/31/03	consolidated real property	1499	842
5 <sup>th</sup> Amendment to Declaration	10/27/06	consolidated real property	1795	2157
6 <sup>th</sup> Amendment to Declaration	2/26/07	consolidated real property	1827	203
7 <sup>th</sup> Amendment to Declaration	3/26/07	consolidated real property	1835	36
8 <sup>th</sup> Amendment to Declaration	5/26/09	consolidated real property	2006	2013
1 <sup>st</sup> Amendment to ByLaws	2/26/07	consolidated real property	1827	208
2 <sup>nd</sup> Amendment to ByLaws	5/26/09	consolidated real property	2006	2015
3 <sup>rd</sup> Amendment to ByLaws	3/17/19	consolidated real property	2619	1894-5

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### Windemere Island Property Owners Association, Inc.

<u>Document</u>	<u>Filing Date</u>	<u>Index Type</u>	<u>Book</u>	<u>Page</u>
Declaration, ByLaws, Articles of Incorporation	3/24/00	consolidated real property	1191	1374
1 <sup>st</sup> Amendment to ByLaws	7/30/03	consolidated real property	1468	436

Copies of the above recorded documents may be obtained at the Courthouse in Statesville or from an online records search of the official Iredell County, Register of Deeds website: <http://www.co.iredell.nc.us/Departments/RegDeeds/>.

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In addition to the above recorded documents, the properties are also subject to the following unrecorded documents:

Windemere: *Windemere Architectural Guidelines 10/15/93 with revisions through 2/4/08*

Windemere Island: *Windemere Architectural Guidelines 10/15/93 with revisions through 2/4/08;*  
*Windemere Island Architectural Guidelines 11/17/12*

Unrecorded documents may be found at the website: <http://groups.yahoo.com/group/Windemere-WindemereIsland/>.

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FILED  
IREDELL COUNTY

TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS 93 OCT 15 AM 10: 20  
WINDEMERE

Book 898 page 1135

BRENDA D. BELL  
REGISTER OF DEEDS Page

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Exhibit "A" - Articles of Incorporation  
for Windemere POA, Inc.

Exhibit "B" - Bylaws for Windemere POA, Inc.

Exhibit "C" - List of Non-Waterfront Lots

Exhibit "C-1" - List of Waterfront Lots

*Pg. 22 - Ref. outbuildings (Sec 5)*

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

WINDEMERE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 14<sup>th</sup> day of October, 1993 by Turnpike Properties, Inc., a North Carolina corporation, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE

Declarant is the owner of certain property located in Iredell County, North Carolina, which is more particularly described on that certain map recorded in Plat Book 23 Pages 138, 138A, 138B, 139 and 139A, of the Iredell County Public Registry. Declarant desires to create on the Property shown on said map an exclusive residential community of single-family residences to be named Windemere (the "Development").

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development, and to provide for the maintenance and upkeep of all common areas within the Development. As part of such common areas, Declarant desires to construct and provide for the maintenance and upkeep of an entrance monument area, a clubhouse and pool area, roads and a community access trail for the common use and benefit of all property owners in the Development. In addition, as part of such common areas, Declarant desires to construct a community boat dock, containing boatslips, over the waters of Lake Norman and adjoining a portion of the Development, which community boat dock and boatslips will be primarily for the common use and benefit of property owners in the Development whose property does not adjoin the waters of Lake Norman, and to provide for the maintenance and upkeep of such community boat dock, boatslips and the portion of the common areas of the Development adjoining them.

Declarant desires to provide for a system whereby the owners of property in the Development will pay for the maintenance and upkeep of the common areas, provided, however, that maintenance and upkeep of the community boat dock, boatslips and adjoining land will be paid for only by property owners in the Development whose property does not adjoin the waters of Lake Norman. Property owners in the Development whose property adjoins the waters of Lake Norman will pay only for the cost of maintenance and upkeep of the entrance monuments, roads and clubhouse/pool area, but such property owners will not be entitled to the use and enjoyment of the community boat dock and boatslips, unless specifically and individually permitted by rules and regulations adopted to govern

the use of the Boatslips.

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

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common areas, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, to insure the residents' enjoyment of the specific rights, privileges and easements in the common areas, and to provide for the maintenance and upkeep of the common areas.

To that end the Declarant has or will cause to be incorporated under North Carolina law, pursuant to the Articles of Incorporation attached hereto as Exhibit "A" and incorporated herein by reference, WINDEMERE POA, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws attached hereto as Exhibit "B" and incorporated herein by reference.

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

## ARTICLE I

### DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" hereto and incorporated herein by reference.

Section 2. "Association" shall mean and refer to WINDEMERE POA, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 4. "Boatslips" shall mean and refer to those certain boatslips located within the Community Boat Dock which is constructed over the waters of Lake Norman, which Boatslips, as they may be added from time to time, are designated on Exhibit "C" attached hereto and incorporated herein by reference, and which Boatslips are more particularly addressed in Article IV, Section 8 of this Declaration.

Section 5. "Bylaws" shall mean and refer to the Bylaws for the Association attached as Exhibit "B" hereto and incorporated herein by reference.

Section 6. "Common Area" or "Common Areas" shall mean and refer to the Community Boat Dock, Boatslips, Common Area Lots, any roads or streets, the Community Access Area, and Community Access Trail, and Entrance Monument, collectively. The Common Areas shall be owned by the Association for the common use, benefit and enjoyment of the Owners (including the Declarant as long as it owns any Non-Waterfront lot), provided, however, that the Owners of Non-Waterfront Lots only shall be entitled to the use, benefit and enjoyment of the Community Boat Dock and the Boatslips, subject to individual Non-Waterfront Lot Owners' exclusive rights to use specified Boatslips, and except as otherwise permitted under Rules and Regulations governing the use of the Boatslips.

Section 7. "Community Access Area" shall mean and refer to the area shown on the Map upon which the clubhouse, pool and parking area are located.

Section 8. "Community Boat Dock"

Replaced; Refer to First Amendment  
3. Article I Section 8

Section 9. "Declarant" shall mean and refer to Turnpike Properties, Inc., its successors and assigns.

Section 10. "Development" shall mean and refer to Windemere, a single-family residential development proposed to be developed on the Property by Declarant, including any subsequent additions thereto as provided in Article II, Section 2.

Section 11. "Entrance Monuments" shall mean and refer collectively to both areas shown and designated as "Entrance Improvements with Project Identity" on the Map, and the stone monuments, entrance signs located on such monuments, lighting, landscaping and other improvements to be constructed on such areas, to be used for entryways for the Subdivision.

Section 12. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Area or any lot designated as (i) reserved for "Future Development" or (ii) "Out Parcel".

Section 13. "Map" shall mean and refer to the Plat of Windemere Subdivision, (Sections 1, 11 and 111) recorded in Plat Book 23 Pages 138, 138A, 138B, 139 and 139A in the Iredell County, North Carolina, Public Registry and any other plat subsequently recorded pursuant to Article II, Section 2 of this Declaration.

Section 14. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 15. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 16. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 17. "Non-Waterfront Lots" shall mean and refer to those Lots in the Development which do not adjoin the waters of Lake Norman, or, if adjoining such waters, have been designated by the Declarant or the Board of Directors as a Non-Waterfront Lot, all of which Non-Waterfront Lots are listed on attached Exhibit "C", and such other Non-Waterfront Lots as may be as shown on the Map or any other plat subsequently recorded as an addition to The Properties pursuant to Article II, Section 2, except any of the above-numbered lots which front on water at a level of 760 feet may be removed from the category of Non-Waterfront Lots upon the approval of the Board of Directors.

Section 18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. "Peninsula" shall mean and refer to the area of 74.25 acres, more or less, as shown on the Map containing approximately 110 Lots, the Entrance Monuments, the Community Access Area, and certain roads.

Section 20. "Property" or "The Properties" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way shown on the Map, and including any real property added to The Properties pursuant to Article II, Section 2.

Section 21. "Subdivision" shall mean and refer to Windemere Subdivision, as the same is shown on the Map, and including any real property added to The Properties pursuant to Article II, Section 2.

Section 22. "Waterfront Lots" shall mean and refer to those Lots in the Development which adjoin the waters of Lake Norman and which Waterfront Lots are listed on attached Exhibit "C-1", Lots of the Peninsula, and as shown on the Map or any other plat subsequently recorded as an addition to The Properties pursuant to this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF WINDEMERE POA, INC.

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Iredell County, North Carolina and is the Property, as more particularly described and shown on the Map, SAVE AND EXCEPT THEREFROM, the following:

- (1) Lots 52, 105, 106, 130 and 131; and
- (2) Any Lots labeled "Future Development" or "Out Parcel" on the Map.

Section 2. Additions to Existing Property. Real property in addition to the existing property may hereafter become subject to this Declaration in the following manner:

- (a) Additions in Accordance with a Master Plan of Development.

Replaced;            Refer to Sixth Amendment  
                         1. Article II        Section 2

(b) Other Additions. Upon approval in writing of the Association, pursuant to authorization of two-thirds of the vote of all of its Members, voting as provided in Article IV, Section 2 hereof, the owner of any property who desires to add such property to the scheme of this Declaration and subject such property to the jurisdiction of the Association must file of record a Supplemental Declaration of Covenants, Conditions and Restrictions as described in subsection (a) above.

(c) Mergers, Combinations or Consolidations. Upon any merger, combination or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties of the Association as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the Covenants, Conditions and Restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger, combination or consolidation, however, shall effect any revocation or change of, or addition to, the Covenants, Conditions and Restrictions established by this Declaration within the existing property, except as herein provided.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Title to Common Areas. The Declarant may retain the legal title to any Common Areas, until such time as it has



completed improvements, if any, thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision to the contrary herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey, and upon such conveyance the Association shall accept, any such Common Areas to the Association not later than January 2, 2001. The streets and roads shown on the map are public streets; however, until such time as the Division of Highways (NCDOT) agrees to maintain such streets and roads Prior to the date of any transfer of the streets and roads to the appropriate government agency or authority by the Association, said streets and roads shall be Common Areas and the expense of maintenance and any required upgrading shall be borne by the Association.

Section 2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to the following:

(a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Declarant or the Association to grant utility, drainage and other easements across the Common Areas; and

(d) the Community Boat Dock and Boatslips may be used only by those Owners specifically entitled thereto under this Declaration.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities located thereon to the members of his immediate family, his accompanied guests, or his tenants, subject to the rules and regulations adopted by the Association.

#### ARTICLE IV THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two (2) classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not unaffiliated with the Declarant. The Declarant shall be entitled to four (4) votes for each Class B Lot owned by it.

Section 3. Relinquishment of Control. Upon the happening of either of the following events, whichever occurs first: (i) the expiration of ten (10) full years after the registration of this Declaration, or (ii) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, then all of the Class B Lots shall automatically convert to Class A Lots, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 5. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation to be established by the Board of Directors and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days' prior written notice to the manager without payment of a termination fee.

Section 6. Maintenance. The Entrance Monument, roads and Community Access Area, being of benefit to all Lots, and the Community Boat Dock and Boatslips, being of benefit to all Non-Waterfront Lots, shall be maintained exclusively by the Association, which maintenance shall include (without limitation) landscaping. Maintenance for the Entrance Monuments, and repair and maintenance of any stone monuments, signage, planters and lighting located thereon. Maintenance for the Community Access Area shall include repair and maintenance of any structures and walkways located thereon, as well as providing, maintaining and paying for the lighting thereof to the extent necessary for the safety and enjoyment of the users thereof, cleaning and operation of the pool and the employment of a lifeguard. Maintenance for the roads shall include cleaning and repair of the roads and the maintenance of the landscaping surrounding or within the rights of way. Maintenance for the Community Boat Dock and Boatslips shall include the maintenance, repair and reconstruction, where necessary, of the Community Boat Dock and Boatslips, including all lighting and other fixtures, utilities, poles, wires, railings and other facilities located thereon and providing and paying for the lighting thereof. The Association shall also maintain all utilities and all storm and drainage easements located within the Common Areas, together with common amenities located within the Common Areas not maintained by public entities or utilities.

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

Section 7. Reserve Fund.

Replaced;            Refer to Eighth Amendment  
                          1. Article IV        Section 7

Section 8. Community Boat Dock and Boatslips.

Replaced;            Refer to First Amendment  
                          3. Article I        Section 8

Replaced;            Refer to First Amendment  
                         5. Second Paragraph of Article IV  
                         Replaced in Section 8

In the event that the Community Boat Dock contains more Boatslips than there are Non-Waterfront Lots in the Subdivision, then any Boatslip which is not designated as an appurtenance to a Non-Waterfront Lot shall remain the property of the Association. Such an undesignated Boatslip shall be owned by the Association for the common use and enjoyment only of the Owners of Non-Waterfront Lots, their families, guests and invitees, for the purpose of temporarily docking boats, and may not be leased by the Association to, or used by, any other party or the public. No boat or other recreational vehicle shall be permitted to remain overnight in any undesignated Boatslip. However, the Declarant, for itself and its successors and assigns, reserves the right to use and lease to others any undesignated Boatslips.

The use of the Community Boat Dock and Boatslips is and shall be subject to each of the following:

- (a) Rules and regulations for use promulgated by the Declarant or the Association;
- (b) All laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon; and
- (c) Rules and regulations for use by Duke Power Company, its successors and assigns.

The Board of Directors; pursuant to the Bylaws attached hereto as Exhibit "B", shall adopt rules and regulations governing the use of the Community Boat Dock and Boatslips and the personal conduct thereon of the Members owning Non-Waterfront Lots and their families, guests and invitees. Should Members owning Non-Waterfront Lots desire to amend such rules and regulations, then a meeting of the Members owning Non-Waterfront Lots may be called and held, in accordance with Article III of the Bylaws, for the purpose of voting to amend such rules and regulations. If such a meeting is duly called and held, the Non-Waterfront Lot Owners may direct the Board of Directors to make such amendments to the rules and regulations governing the use of the Community Boat Dock and Boatslips, including additions to and deletions of portions of such rules and regulations, as are approved by a vote of the Members owning Non-Waterfront Lots in accordance with Article III of the Bylaws.

The Community Boat Dock and Boatslips may only be used by the Declarant and Owners of Non-Waterfront Lots, their immediate families, guests and invitees. Each Boatslip may only be used by the Owner(s) of the Non-Waterfront Lot to which such Boatslip is designated, their families, guests and invitees, and only one (1) boat may be kept in a Boatslip at a time.

Section 9. Other Contracts or Obligations

Added; Refer to Sixth Amendment  
2. Article IV Section 9

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual and Special Assessments. Each Owner of any Lot by acceptance of a deed therefor, except the Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, but shall remain a lien upon that Lot until paid.

Section 2. Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

- (a) to repair and maintain the Entrance Monuments and street lighting (if any), including the erection and maintenance

of signage, planters, lighting and landscaping on the Entrance Monuments, and to provide and pay for lighting of the signage located thereon;

- (b) to keep the Entrance Monument clean and free from debris, to maintain same in a clean and orderly condition and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping;
- (c) to provide for the upkeep of the pool including proper cleaning, repair and maintenance, and to provide for the proper operation and staffing of the clubhouse, including necessary personnel and equipment for its operation;
- (d) to provide for the proper maintenance of any other recreational facilities constructed upon The Properties for the use of all Lot Owners, including any necessary repair or replacement of net and fencing;
- (e) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association (other than the Community Boat Dock and the Boatslips and property owned in connection therewith);
- (f) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws, except for such insurance carried specifically in connection with the Community Boat Dock and the Boatslips;
- (g) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws, except for such fees incurred specifically in connection with the Community Boat Dock and Boatslips;
- (h) to provide such garbage removal services as may be approved by the Association for all Lots; and
- (i) to provide for the maintenance of all roads and roadways within the Subdivision until such time as they are accepted by the appropriate authority as public roads; and
- (j) to maintain a contingency reserve pursuant to Article IV, Section 7 hereof.

Section 3. Payment of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on January 1, 1994. The Annual Assessments for the calendar year 1994 shall be Four Hundred Twenty and no/100 Dollars (\$420.00) per Lot, one-half (1/2) of which amount shall be due and payable no later than January 31, 1994 and the remaining one-half (1/2) of which amount shall be due and payable no later than July 31, 1994. The Annual Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article V, and shall be due and payable in two (2) semi-annual installments of one-half (1/2) each, such installments being due and payable no later than January 31 and July 31, respectively, of each such year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the first installment due, to each Owner on or before January 1 of such year.

Section 4. Maximum Annual Assessment.

Replaced; Refer to Sixth Amendment  
3. Article V Section 4

(c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum set forth in Subparagraph (a) above (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may by vote in accordance with the Bylaws, levy a supplemental

Annual Assessment ("Supplemental Annual Assessment"). In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Entrance Monuments and Community Access Area, including fixtures and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members, taken at a duly held meeting of the Members in accordance with the Bylaws.

Section 6. Assessment Rate. Except as set forth in Article VI, Both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

#### ARTICLE VI

##### COVENANT FOR BOATSLIP AND SPECIAL BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boatslip and Special Boatslip Assessments. Each Owner of any Non-Waterfront Lot by acceptance of a deed therefor, except the Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in addition to the Annual and Special Assessments provided for herein, Boatslip Assessments and Special Boatslip Assessments, as hereinafter defined, for maintenance and repair costs of the Community Boat Dock and Boatslips, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Non-Waterfront Lot against which each such assessment or charge is made and upon the right to use the Community Boat Dock and the Boatslip appurtenant to such Non-Waterfront Lot. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Non-Waterfront Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them. The Declarant hereby covenants that it will build a Boatslip for every Non-Waterfront Lot (up to a total of no more than 90 Boatslips) within ninety (90) days of closing of each such Lot. Notwithstanding any provision in this Section 1 or any other provision in this Declaration, in no event will (i) the Declarant be required to build more than 90 Boatslips, or (ii) the Owner of



any Non-Waterfront Lot be required to pay either Boatslip Assessments or Special Boatslip Assessments unless a Boatslip has been designated for use by such Owner.

Section 2. Purpose of Boatslip Assessments. The assessments to be levied annually by the Association against each Non-Waterfront Lot ("Boatslip Assessments") shall be used as follows:

- (a) to maintain, repair and reconstruct, when necessary, the Community Boat Dock and Boatslips, including all water lines, lighting and other fixtures, poles, wires, railings and other facilities located thereon;
- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed upon the Community Boat Dock and Boatslips;
- (c) to provide and pay for lighting of the Community Boat Dock and Boatslips, to the extent necessary for the safety and enjoyment of the users thereof;
- (d) to keep the Community Boat Dock and Boatslips clean and free from debris, to maintain same in a clean and orderly condition;
- (e) to pay all ad valorem taxes levied against the Community Boat Dock and Boatslips and any other property owned by the Association in connection therewith;
- (f) to pay all lease payments, if applicable, to Duke Power Company for the lease of the land on which the Community Boat Dock and Boatslips are located;
- (g) to pay the premiums on all insurance carried by the Association in connection with the Community Boat Dock and Boatslips pursuant hereto or pursuant to the Bylaws;
- (h) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Community Boat Dock and Boatslips; and
- (i) to maintain a contingency reserve pursuant to Article IV, Section 7 hereof.

Section 3. Payment of Boatslip Assessments: Due Dates. The Boatslip Assessments provided for herein shall commence as to each Non-Waterfront Lot on January 1, 1994. The Boatslip Assessments for the calendar year 1994 shall be One Hundred Twenty and no/100 Dollars (\$120.00) per Non-Waterfront Lot, one-half (1/2) of which amount shall be due and payable no later than January 31, 1994 and

the remaining one-half (1/2) of which amount shall be due and payable no later than July 31, 1994. The Boatslip Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI, and shall be due and payable in two (2) semi-annual installments of one-half (1/2) each, such installments being due and payable no later than January 31 and July 31, respectively, of each such year. The Board of Directors shall fix the amount of the Boatslip Assessment as to each Non-Waterfront Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Boatslip Assessment, as well as the amount of the first installment due, to each Non-Waterfront Lot Owner on or before January 1 of such year. In addition, the Association shall send written notice that the second Boatslip Assessment installment is due and the amount of such installment to each Non-Waterfront Lot Owner on or before July 1 of each year.

Each Non-Waterfront Lot Owner shall pay a fraction of the full budget for all of the Boatslips, the numerator of such fraction being the number of Non-Waterfront Lots owned by the Owner, and the denominator of such fraction being 78, unless the total number of Non-Waterfront Lots exceeds 78 (in which event the denominator shall be the total number of all Non-Waterfront Lots), whether or not all of the total number (as it may vary from time to time) of Boatslips have been constructed at the time. of all Non-Waterfront Lots.

Section 4. Maximum Boatslip Assessment.

Replaced; Refer to Sixth Amendment  
4. Article VI Section 4

(b) From and after January 1, 1996, the Boatslip Assessments may be increased without limitation if such increase is approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots, taken at a duly held meeting of such Members in accordance with the Bylaws.

(c) The Board of Directors may fix the Boatslip Assessments at an amount not in excess of the maximum set forth in Subparagraph (a) above (the "Maximum Boatslip Assessment"). If the Board of Directors shall levy less than the Maximum Boatslip Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association as to the Community Boat Dock and Boatslips cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Boatslip Assessment ("Supplemental Boatslip Assessment"). In no event shall the sum of the Boatslip and Supplemental Boatslip Assessments for any year exceed the applicable Maximum Boatslip Assessment for such year.

Section 5. Special Assessments for Boatslip Improvements. In addition to the Boatslip Assessments authorized above, the Association may levy, in any assessment year, a special Boatslip Assessment ("Special Boatslip Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Community Boat Dock and Boatslips, including water lines, lighting and other fixtures, poles, wires, railings and other facilities located thereon and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots, taken at a duly held meeting of such Members in accordance with the Bylaws, and further providing that any such Special Boatslip Assessment may be levied only against the Owners of Non-Waterfront Lots.

Section 6. Assessment Rate. Both Boatslip and Special Boatslip Assessments must be fixed at a uniform rate for all Non-Waterfront Lots, except, however, the Non-Waterfront Lot Owners shall be required to pay additional costs associated with the operation of their particular Boatslips as set forth in Section 7 below.

Section 7. Larger Boatslips. If a Non-Waterfront Lot Owner owns a boat which requires a Boatslip larger than the standard Boatslip (the "standard" size of a Boatslip is approximately 10' x 20'), and the Board of Directors assigns such a larger Boatslip to such Owner, then that Owner shall be responsible to pay for all costs associated with the provision of extra services to that Boatslip, including, without limitation, metering, utility costs and extra reserves for replacements as the Board of Directors may determine from time to time.

## ARTICLE VII

### GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Special Assessments Regarding Damage to Common Property. In addition to the powers to levy assessments set forth herein, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner responsible for damage to Common Area(s) through intentional conduct or any act or omission of himself, members of his family, his agents, guests, employees or invitees.

Section 3. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual or Boatslip Assessment installment not paid by its due date as set forth in Article V, Section 3 or Article VI, Section 3 hereof, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of sixteen percent (16%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use a Boatslip, if applicable, and interest, late payment charges, costs and reasonable attorneys' fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas and/or his Boatslip, if applicable, or by abandoning his Lot.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Articles V and VI of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to deed of trust or mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special, Boatslip or Special Boatslip Assessment, as applicable, collectable pro rata from all Owners (or

from all Non-Waterfront Lot Owners, if a Boatslip or Special Boatslip Assessment), including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners (or all Non-Waterfront Lot Owners, if a Boatslip or Special Boatslip Assessment) notwithstanding the fact that such pro rata portions may cause the Annual Assessment or Boatslip Assessment to be in excess of the Maximum Annual Assessment or Maximum Boatslip Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

Section 5. Obligation of Declarant to Pay Assessments. The Declarant's obligation for assessments on unsold Lots, pursuant to Articles V, VI and VII of this Declaration, will be limited to the difference between the actual operating costs of the Association, excluding reserves on the Common Areas, and the assessments levied on Owners who have closed title on their Lots. In no event, however, will the Declarant be required to make a deficiency contribution in any amount greater than it would otherwise be liable for if it were paying assessments on unsold Lots. After December 31, 2003, Declarant shall pay assessments as would any other Owner for each Lot owned by the Declarant.

#### ARTICLE VIII

#### ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OWNERS

#### Section 1. Architectural Control.

##### (a) Purposes

Replaced; Refer to Seventh Amendment  
1. Article VIII Section 1

(b) Architectural Control

Replaced;

Refer to Seventh Amendment  
2. Article VIII Section 1

(c) Architectural Control Committee.

(i) Membership. The Committee shall be composed of three (3) persons, who need not be Members of the Association, appointed by the Board. A majority of the Committee may designate a representative to act for it. In the event of death, resignation, or removal by the Board of any member of the Committee, the Board shall have full authority to designate a successor. Unless otherwise approved by the Association, neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall keep, or cause to be kept, a list of the names and addresses of the persons who form the Committee and a list of the names and addresses of any designated representatives of the Committee, and such a list shall be available to any Owner.

(ii) Procedure. At least thirty (30) days prior to the commencement of any construction, the Plans shall be submitted to the Committee. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing, and the decision of a majority of the Committee, in case of any disagreement among the Committee members, as to the approval, disapproval or waiver by the Committee, shall be controlling. In the event the Committee, or its designated representative, fails to approve or disapprove

within thirty (30) days after Plans have been received by it, whether before or after construction has commenced, approval by the Committee will not be required and the related covenants and conditions of this Declaration shall be deemed to have been fully complied with; furthermore, in the event any construction is commenced on any Lot without submission to the Committee of the Plans with respect thereto and no action or suit is instituted against the Owner of such Lot by the Association, or any Owner of any other Lot constituting a portion of The Properties, within ninety (90) days after the foundation of any Dwelling Unit being constructed on any such Lot is completed, then and in any such event approval by the Committee will not be required and the related covenants and conditions of this Declaration shall be deemed to have been fully complied with.

(iii) Application of this Article. This Article VIII shall apply to any additions to the existing property subsequently made subject to this Declaration and the terms and provisions of any supplemental or amended Declaration.

Section 2. Restriction on Use and Rights of the Association, Declarant and Owners.

Replaced; Refer to Sixth Amendment  
5. Article VIII Section 2

Section 3. Land Use and Building Type.

Replaced; Refer to Sixth Amendment  
6. Article VIII Section 3

Section 4. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

(a) For Peninsula Waterfront Lots: Any one story dwelling erected upon any Waterfront Lot shall contain not less than 1800 square feet; any 1 1/2 story or split level or tri-level dwelling shall contain not less than 2000 square feet and the first floor shall contain not less than 1400 square feet; any 2 or 2 1/2 story dwelling shall contain not less than 2200 square feet and the first floor shall contain not less than 1200 square feet. Any finished heated area in the basement shall be counted at a rate of one-half of the square footage to meet this requirement.

(b) For Peninsula Non-Waterfront Lots: Any one story dwelling erected upon any Non-Waterfront Lot shall contain not less than 1600 square feet; any 1 1/2 story or split level or tri-level dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1200 square feet; any 2 or 2 1/2 story dwelling shall contain not less than 2000 square feet and the first floor shall contain not less than 1100 square feet. Any finished heated area in the basement shall be counted at a rate of one-half of the square footage to meet this requirement.

Section 5. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block, or stucco foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be



completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities. Other requirements are set forth in the Guidelines.

Section 6. Temporary Structures: Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence.

Section 7. Building Setback Lines. No building on any Lot (including any stoops or porches) shall be erected or permitted to remain within the front (street right-of-way), rear, side or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building shall be erected or permitted to remain nearer than thirty-five (35) feet to the rear (waterside) lot line of any Waterfront Lot. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the existence of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

Section 8. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 9. Combination or Subdivision of Lots.

Replaced; Refer to Sixth Amendment  
7. Article VIII Section 9

Section 10. Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities are reserved over the front and rear ten (10) feet of each Lot. A drainage and utility easement five (5) feet in width is reserved along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed, and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

Section 11. Fences and Walls.

Replaced; Refer to Sixth Amendment  
8. Article VIII Section 11

Section 12. Signs. No signs of any kind shall be displayed to the public view on any Lot with the following exceptions which may not exceed five square feet in size: (a) one sign advertising the property for sale or rent; (b) one sign used by a builder to advertise the property during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising, or for sales signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 13. Antennas. No television antennas, satellite dish, radio receiver or sender or other similar device shall be attached to any structure on any Lot or installed on any Lot within the Property; provided, however, that the provisions of this paragraph shall not apply to the installation by the Association of equipment necessary for a CATV and mobile radio systems within The Properties and the installation of a satellite dish by the Declarant or the Association.

Section 14. Lot Maintenance: Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 15. Offstreet Parking.

Replaced; Refer to Sixth Amendment  
9. Article VIII Section 15

Section 16. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No.

substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Article 17. Diligent Construction.

Replaced; Refer to Sixth Amendment  
10. Article VIII Section 17

ARTICLE IX

INSURANCE

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire. All improvements and all fixtures and personal property included in the Common Areas, including the Community Boat Dock and Boatlips, and all personal property and supplies belonging to the Association shall be insured in an amount equal to 100% of the current replacement cost (exclusive of land, foundation, excavation and other normally excluded items) as

determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine 100% of the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement. All such policies shall provide that adjustment of loss shall be made by the Board of Directors. In addition to the provisions and endorsements set forth in Sections 3 and 4 of this Article, the fire and casualty insurance described herein shall contain the following provisions:

(i) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(ii) standard "Agreed Amount" and "Inflation Guard" endorsements;

(iii) construction code endorsements if the Common Areas becomes subject to a construction code provision which would require changes to undamaged portions of any building thereby imposing significant costs in the event of partial destruction of such building by an insured peril;

(iv) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(v) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control.

The fire and casualty insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association, the Owners or the Mortgagees; (2) loss payments are contingent upon action by the carriers, directors, policy holders or members; and (3) there are limiting clauses (other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

(b) Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may,

from time to time, determine to be customary for projects similar in construction, location and use as the Development, covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the property or any portion thereof. Such insurance shall also protect against legal liability arising out of lawsuits related to employment contracts of the Association. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than \$1,000,000 per occurrence for claims for bodily injury and property damage.

(c) Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Such other insurance coverages, including flood insurance and worker's compensation, as the Board of Directors shall determine from time to time desirable.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Articles V and VI hereof.

Section 3. Special Endorsements. The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

(a) recognition of any insurance trust agreement entered into by the Association;

(b) coverage that may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the named insured, any Insurance Trustee and all Mortgagees; and

(c) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 4. General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of North Carolina and holding a rating of "AAA" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any boat or other personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Community Boat Dock, Boatslips or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of said boat, its tackle, gear, equipment or other property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Community Boat Dock, Boatslips or other Common Areas. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

## ARTICLE X

### RIGHTS OF MORTGAGEES

Section 1. Approval of Mortgagees. Unless at least sixty-six percent (66%) of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than 100% of the insurable value as set forth in Article IX; or

(d) use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged Common Area or other common amenities.

Section 2. Additional Rights. Any Mortgagee shall have the following rights, to wit:

(a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;

(b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend all such meetings;

(c) to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;

(d) to be given prompt written notice of any casualty loss or loss by eminent domain or other taking of the Common Areas or any Lot encumbered by a Mortgage held by the Mortgagee;

(e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the property; and



(g) to be given prompt written notice of any action which requires the consent of all or any portion of the Mortgagees as specified herein.

Whenever any Mortgagee desires the provisions of this Section to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by Certified Mail, return receipt requested, addressed to the Association and sent to its address stated herein, identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 3. Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 4. Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

## ARTICLE XI

### CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Area, provided, however, that all compensation and damages for and on account of the taking of the Community Boat Dock and Boatslips, shall be held in trust by the Board of Directors for all Non-Waterfront Lot Owners and their Mortgagees according to the loss or damages to their respective interests in the Community Boat Dock and Boatslips. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot,

hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. Such proceeds shall be used to restore the Common Area with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Board of Directors, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lots.

If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 1 of this Article and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots, or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Area shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Article X, Section 2 hereof.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Declarant wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners and the Association to abide by the terms, covenants and

restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 4 of this Article XII, as well as the Association or any Owner or Owners, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

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

Section 2. Severability. 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.

Section 3. Amendment.

Replaced;                      Refer to Fifth Amendment  
   1. Article XII Section 3

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded; after which time

said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of the Lots, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article VIII, of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

TURNPIKE PROPERTIES, INC.,  
a North Carolina corporation

ATTEST:

Tracy W. Frenner  
Secretary

By: William P. H. [Signature]  
President

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

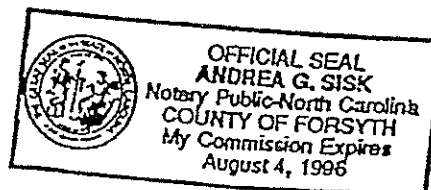
COUNTY OF FORSYTH, ss:

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Tracy W. Frenner personally came before me this day and acknowledged that she is Secretary of Turnpike Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its William P. H. [Signature] President, sealed with its corporate seal and attested by himself as its Tracy W. Frenner Secretary.

Witness my hand and official seal, this the 14th day of October, 1993.

Andrea G. Sisk  
Notary Public

My commission expires: Aug. 4, 1996



Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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FIRST AMENDMENT  
TO  
BYLAWS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation  
under the Laws of the  
State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to Bylaws is made and entered into as of the 26th day of February, 2007, by WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this First Amendment, shall have the meanings ascribed to them in the Bylaws dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1176 *et seq.*

WITNESSETH:

WHEREAS, the Association desires to amend the Bylaws; and

WHEREAS, pursuant to the Bylaws, Article XII, Amendments, the Bylaws may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the First Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the Bylaws are hereby amended as follows:

1. Article III, Meetings of Members, Section 1. Annual Meetings, is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The first annual meeting of the Members shall be held on the first (1st) Tuesday in March of 1995 and each subsequent regular annual meeting of the Members shall be held on the first (1st) Saturday in March each year thereafter, at the hour of 10:00 o'clock A.M. or on such other Saturday during the month of March as the Board may determine."

2. Article VII, Officers and Their Duties, Section 9, President (a), is hereby amended by adding the following sentence:

"If, however, the President is out of town for an extended period of time or incapacitated, checks may be co-signed by another member of the Board of Directors."

3. Article VII, Officers and Their Duties, Section 9, Treasurer (d), is hereby amended by adding the following sentence:

"If, however, the Treasurer is out of town for an extended period of time or incapacitated, checks may be co-signed by another member of the Board of Directors."

4. Article VII, Officers and Their Duties, Section 9, is hereby amended by adding the following:

"(e) If a management company, whose duties include the payment of bills, is hired by the Board of Directors, the Board of Directors may direct the signatures required for all checks."

5. All other provisions contained in such Bylaws shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Bylaws. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Bylaws.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this First Amendment to the Bylaws to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation under  
the Laws of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
MARSHA P. BIBLEHEIMER, President

ATTEST:

\_\_\_\_\_  
WILLIAM J. STIER, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that MARSHA P. BIBLEHEIMER personally came before me this day and acknowledged that she is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her as its President, and sealed with its corporate seal and attested by WILLIAM J. STIER as its Secretary.

Witness my hand and official seal, this 26th day of February, 2007.

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

My Commission Expires: \_\_\_\_\_

[SEAL]

Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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SECOND AMENDMENT  
TO  
BYLAWS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation  
under the Laws of the  
State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this Second Amendment to Bylaws is made and entered into as of the \_\_\_\_ day of May, 2009, by WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this First Amendment, shall have the meanings ascribed to them in the Bylaws dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1176 *et seq.*

WITNESSETH:

WHEREAS, the Association desires to amend the Bylaws; and

WHEREAS, pursuant to the Bylaws, Article XII, Amendments, the Bylaws may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the First Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the Bylaws are hereby amended as follows:

1. Article III, Meetings of Members, Section 5, Notice of Meetings, is hereby amended by adding the following sentence:

"In addition to mailing, such notice may be sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner or hand delivered."



2. Article VI, Powers and Duties of the Board of Directors, Section 2. Duties (c)(2), is hereby amended to read as follows:

"Send written notice of each assessment to every Owner subject thereto before its due date, together with a copy of the proposed budget for the following year, said proposed budget to be ratified at the next annual meeting of the association;"

3. All other provisions contained in such Bylaws shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Bylaws. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Bylaws.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this First Amendment to the Bylaws to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
ROY MARTIN, President

ATTEST:

\_\_\_\_\_  
MARSHA BIBLEHEIMER, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that ROY MARTIN personally came before me this day and acknowledged that he is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President, and sealed with its corporate seal and attested by MARSHA BIBLEHEIMER as its Secretary.

Witness my hand and official seal, this \_\_\_\_\_ day of May, 2009.

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

My Commission Expires: \_\_\_\_\_

[SEAL]

STATE OF NORTH CAROLINA )  
 )  
 COUNTY OF IREDELL ) FIRST AMENDMENT TO DECLARATION  
 ) OF COVENANTS, CONDITIONS AND  
 ) RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") is made and entered into as of the 30th day of September, 1994, by TURNPIKE PROPERTIES, INC., a Delaware corporation (successor by merger to Turnpike Properties, Inc., a North Carolina corporation) (the "Declarant");

All capitalized terms used herein, unless specifically defined in this First Amendment, shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions dated October 14, 1993 recorded in the Iredell County Registry in Book 898, Page 1135 et. seq. (the "Declaration").

WITNESSETH:

WHEREAS, Declarant desires, pursuant to the request of the Owner of Lot 54, to amend the Declaration to convert Lot 54 from a Waterfront Lot to a Non-Waterfront Lot which change in designation shall not be intended to diminish, in any way, whatever rights the Owner of Lot 54 may have to construct an individual private dock on Lot 54; and

WHEREAS, Lots 118 through 123 were designated as Non-Waterfront Lots pursuant to the Declaration, but were inadvertently omitted from Exhibit "C", which listed certain Non-Waterfront Lots; and

WHEREAS, Declarant desires to amend Article I, Section 8 to reflect the current description of the Community Boat Dock and correctly designate as Exhibit "C-2" the exhibit attached with respect to the legal description of the Community Boat Dock; and

WHEREAS, Declarant desires to amend the second paragraph of Article IV, Section 8 to clarify the method of allocating Boatslips among Non-Waterfront Lot Owners; and

WHEREAS, Declarant, as the Owner of more than two-thirds of all of the Lots (including more than two-thirds of the Non-Waterfront Lots) (the "Owner of Lots"), as set forth in and pursuant to Article XII, Section 3 of the Declaration, is expressly authorized to amend (when any such amendment affects the Non-Waterfront Lots) the Declaration by two-thirds of the votes of the Owners whose Lots are subject thereto, which vote consenting to the First Amendment hereinafter set forth has been obtained; and

WHEREAS, Declarant, as the holder of Mortgages against more than two-thirds of all of the Lots within the Properties which are subject to a Mortgage (the "Mortgagee"), as set forth in and pursuant to Article XII, Section 3 of the Declaration, is expressly authorized to amend the Declaration by the approval of the Mortgagees holding Mortgages on Lots to which at least two-thirds of the votes of the Association are appurtenant, which approval of the First Amendment hereinafter set forth has been obtained;

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. Exhibit "C-1", Waterfront Lots, is hereby amended to delete Lot 54.

123. 2. Exhibit "C", Non-Waterfront Lots, is hereby amended to include Lots 54 and 118 through

3. Article I, Section 8 is deleted and replaced in its entirety by the following:

Section 8. "Community Boat Dock" shall mean and refer to that certain pier or piers, containing the Boatslips, constructed or to be constructed (from time to time) over the waters of Lake Norman, which Community Boat Dock shall adjoin the Development at the Community Access Area and which Community Boat Dock shall be located within the area described and shown on Exhibit "C-2" attached hereto and incorporated herein by reference and is more particularly addressed in Article IV, Section 8 of this Declaration.

4. Exhibit "C-2" to the Declaration is hereby adopted in the form attached hereto and incorporated herein by reference, to the same extent as if set forth in the Declaration as originally recorded, in order to describe the area within which the Community Boat Dock is located.

5. The second paragraph of Article IV, Section 8 is deleted and replaced in its entirety by the following:

Declarant or the Board of Directors shall designate, at such time as the Declarant or the Board of Directors shall determine and to the extent available, one Boatslip as an appurtenance to each Non-Waterfront Lot conveyed to an Owner. The right to use a Boatslip shall not be separated from ownership, but rather shall run with the title to the Non-Waterfront Lot. Any deed, deed of trust, mortgage, transfer or other conveyance of such Non-Waterfront Lot shall also transfer or convey the right to use the Boatslip appurtenant thereto, even if not expressly included therein. The Board of Directors shall designate a particular Boatslip (to the extent available) for each Non-Waterfront Lot Owner when such Owner acquires a boat. There will be two (2) sizes of Boatslips as follows: (i) a standard size of approximately 10 feet by 20 feet and (ii) a larger size which will vary in dimensions. Larger Boatslips may be designated for those Non-Waterfront Lot Owners whose boats require the use of a larger Boatslip. Those Owners who are assigned the larger Boatslips shall pay assessments in accordance with Article VI, Section 7 of this Declaration. The Board of Directors retains the right from time to time to redesignate Boatslips.

6. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to this Declaration.

[SIGNATURE PAGE FOLLOWS]

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH, ss:

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Wm. C. Crumfill personally came before me this day and acknowledged that he is Asst Secretary of TURNPIKE PROPERTIES, INC., a Delaware corporation (successor by merger to Turnpike Properties, Inc., a North Carolina corporation), and that by authority duly given and as the act of the corporation in its capacities as (i) Declarant, (ii) Owner of Lots and (iii) Mortgagee, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him self as its Asst. Secretary.

Witness my hand and official seal, this the 5th day of December, 1994.

SHIRLEY W. MARSHALL, Notary Public  
Forsyth County, North Carolina  
My Commission Expires 5-28-98

Shirley W. Marshall  
Notary Public

My commission expires: 5-28-98

FILED  
IREDELL COUNTY  
94 DEC 12 PM 2:40  
BRENDA D. BELL  
REGISTER OF DEEDS

STATE OF NORTH CAROLINA — Iredell County

The foregoing certificate(s) of Shirley W. Marshall  
Notary Public

are) certified to be correct. This instrument was presented for registration this day and hour  
duly recorded in the office of the Register of Deeds of Iredell County, North Carolina in Book 936 Page 506  
; 62 day of December A.D., 19 94 at 2:40 o'clock PM .M.  
Brenda D. Bell  
REGISTER OF DEEDS  
By Belle J. Davis  
ASST. REGISTER OF DEEDS



BK1049PG1807

amendment thereto; provided, however, Developer and the Declarant, its successors and assigns, hereby (i) reserves the right to subdivide the Property into no more than thirty-seven (37) lots by the recordation of plat(s) reflecting such subdivision, and (ii) imposes upon the Property, notwithstanding any contrary provisions set forth in such Declaration, such complementary additions and modifications to the Declaration as are set forth below.

The Declarant and the Developer have agreed, in order to reflect and adapt to the differences in the lot sizes of the Lots on the Island, as opposed to the lot sizes of Lots in other phases of the Subdivision (as such term is defined in the Declaration), that certain modifications are appropriate with respect to the Lots on the Island. As a consequence, the Declarant and the Developer have agreed to impose upon the Island, in addition to the covenants, conditions and restrictions set forth in the Declaration and notwithstanding any provision in the Declaration to the contrary, the following restrictions on the use and rights of the Owners of Lots on the Island:

(1) By adding a new subparagraph (c) to Article VIII, Section 4 of the Declaration as follows:

"(c) Island Lots: Any one story dwelling erected upon any Island Lot shall contain not less than 2000 square feet; and 1½ story or split level or tri-level dwelling shall contain not less than 2200 square feet and the first floor shall contain not less than 1300 square feet; and 2 or 2½ story dwelling shall contain not less than 2400 square feet and the first floor shall not contain less than 1200 square feet. Any finished heating area in the basement shall be counted at a rate of one-half of the square footage to meet this requirement."

(2) Notwithstanding any provision to the contrary set forth in Article VIII, Section 7, of the Declaration, any dwelling (building) on any Island Lot shall be set back thirty-five (35) feet from Lake Norman, thirty-five (35) feet from the front property line, and fifteen (15) feet from a side yard; and, in addition, other setback requirements as may be shown on a recorded plat of the Island.

(3) Notwithstanding any provision to the contrary set forth in Article VIII, Section 9, of the Declaration, the largest Lot (designated as Lot 16 on the preliminary plat of the Island) may be subdivided into not more than two (2) Lots.

(4) Notwithstanding any provision to the contrary set forth in Article VIII, Section 13, of the Declaration, any Owner of a Lot on the Island may, upon submission of an application to the Committee, install a digital satellite mini-dish (no greater than 20 inches in diameter without approval of the Committee) on a Dwelling Unit provided, as determined by the Committee, that (i) any such dish must be installed on an area of the roof in a location that will not be viewed as a silhouette against the sky from the street or other adjoining Lots or Common Areas, and (ii) the color of the dish must blend in with the color of the roof shingles.

BK1049PG1808

Except as herein modified, the terms and conditions of the Declaration are hereby ratified, confirmed and approved by the Declarant and the Developer.

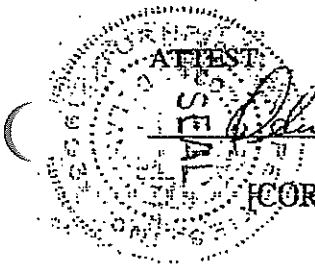
IN WITNESS WHEREOF, the Declarant and the Developer have caused this 3rd Supplement to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written, all pursuant to authority duly granted.

DECLARANT:

Turnpike Properties, Inc.,  
a Delaware corporation (successor  
by merger to Turnpike Properties, Inc.,  
a North Carolina corporation)

By: William E. Hollan, Jr. (SEAL)  
William E. Hollan, Jr., President

MEMORANDUM



John C. Lefler  
434 Secretary  
[CORPORATE SEAL]

DEVELOPER:

WATER'S EDGE PROPERTIES, LLC (SEAL)

By: [Signature] (SEAL)  
Manager

BOOK 1499  
PAGES 842 - 847

Iredell County, NC  
Recorded 10/31/2003 03:57:33pm  
No 9999-00183142 1 of 8 pages  
Brenda D. Bell, Register of Deeds

Return to: Constantine H. Kutteh, POPE MCMILLAN KUTTEH SIMON & PRIVETTE, P.A.  
P.O. Drawer 1776, Statesville, NC 28687

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS**

Unofficial

9999-00183142



ORIGINAL RECORDED  
WITH COVER SHEET

STATE OF NORTH CAROLINA	)	THIRD AMENDMENT TO
	)	DECLARATION OF COVENANTS
COUNTY OF IREDELL	)	CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Third Amendment to Declaration of Covenants, Conditions, and Restrictions (the "Third Amendment") is made and entered into as of the 4<sup>th</sup> day of October, 2003, by TURNPIKE PROPERTIES, INC., a Delaware corporation (successor by merger to Turnpike Properties, Inc., a North Carolina corporation) (the "Declarant") and the Windemere POA, Inc., a North Carolina non-profit corporation (the "Association").

All capitalized terms used herein, unless specifically defined in this Third Amendment, shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions, dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1135 et sec as previously amended (the "Declaration").

WITNESSETH:

WHEREAS, Declarant and the Association desire to amend Exhibit "C-2" as adopted in the First Amendment to Declaration of Covenants, Conditions and Restrictions, dated as of September 30, 1994, to read as shown on the attached Amended Exhibit "C-2" with respect to the legal description of the Community Boat Dock; and

WHEREAS, Declarant and the Association desire, pursuant to a request from the Owner of Lot 51, to amend the Declaration to convert Lot 51 from a Waterfront Lot to a Non-Waterfront Lot, which change in designation shall not be intended to diminish, in any way, whatever rights the Owner of Lot 51 may have to construct an individual private dock on Lot 51; and

WHEREAS, Declarant and the Association desire to amend Exhibit "C" Non-Waterfront Lots to delete Lots 63, 69, 109, and 114, which have been combined, pursuant to Article VIII Section 9 of the Declaration, with other existing Non-Waterfront Lots within the community; and

WHEREAS, pursuant to Article 12, Section 3 of the Declaration, the Owners of the Non-Waterfront Lots are expressly authorized to amend the Declaration provided that such amendment must be consented to by the Declarant so long as the Declarant is the owner of any Lot in the development and further provided that any amendment affecting the Non-Waterfront Lots, Community Boat Dock or Boatslips must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots; and

WHEREAS, Declarant has consented to this Third Amendment; and

WHEREAS, at a Special Meeting of the Non-Waterfront Property Owners, held on October 4, 2003, called pursuant to Article III of the By-Laws of the Windemere POA, Inc. and Section 55A-7-05 of the North Carolina General Statutes, for which meeting proper notice was given and for which a quorum was present, by a vote of more than two-thirds of all votes entitled to be cast by Members owning Non-Waterfront Lots, the Non-Waterfront Property Owners did approve this Third Amendment;

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. Exhibit "C-2" (pages 1 and 2) is hereby amended to the form attached hereto as Amended Exhibit "C-2", and incorporated herein by reference, to the same extent as if set forth in the Declaration as originally recorded, in order to describe the area within which the Community Boat Dock is located.
2. Exhibit "C-1" Waterfront Lots, is hereby amended to delete Lot 51.
3. Exhibit "C" Non-Waterfront Lots is hereby amended to include Lot 51 and to delete Lots 63, 69, 109, and 114.
4. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to this Declaration.

IN WITNESS WHEREOF, the Declarant and the Association have caused this Third Amendment to the Declaration to be executed effective as of the 4<sup>th</sup> day of October, 2003.

DECLARANT:

TURNPIKE PROPERTIES, Inc., a Delaware Corporation (successor by merger to Turnpike Properties, Inc., a North Carolina corporation)

By: William E. Hollan, Jr.  
William E. Hollan, Jr., President



Victoria L. Renner  
Secretary  
[CORPORATE SEAL]

AMENDED EXHIBIT "C-2" (page 1 of 2)

LEGAL DESCRIPTION OF THE AREA WITHIN WHICH  
THE WINDEMERE COMMUNITY BOAT DOCK IS LOCATED

The Windemere Community Boat Dock Area contains 2.78 acres more or less as shown on a drawing labeled DWG:03-200-1 by E. Carey Ayres dated 9/15/03. The dock area lies within the bounds of Lake Norman, Iredell County, NC. The dock area is described as follows:

Beginning at the South East property corner of the Windemere Amenity Area and Lake Access Lot on the Northern right-of-way of Windemere Isle Rd., the point of beginning, then proceed South 56 degrees 9'37" West, a distance of 175.05', then North 33 degrees 24' 1" West, a distance of 505.19', then North 66 degrees 32' 55" East, a distance of 202.36, then North 83 degrees, 35' 21" East, a distance of 94.89', then South 76 degrees 43' 56" East, a distance of 203.23', then South 7 degrees 23' 59" West, a distance of 67.80' to a point on the North West boundary line of the Windemere Amenity Area and Lake Access Lot, then along the 760' contour line in a southerly direction to the point of beginning.

NORTH CAROLINA  
IREDELL COUNTY

THE CERTIFICATE OF

Ann Miller  
IS CERTIFIED TO BE CORRECT.

BRENDA D. BELL, REGISTER OF DEEDS  
BY: Ray W. Matthews  
ASST. DEPUTY



\*\*\*\*\* COPY \*\*\*\*\*

Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation  
under the Laws of the  
State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into as of the 27th day of October, 2006, by the WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this Fifth Amendment, shall have the meanings ascribed to them in the Declaration of Covenants, Conditions, and Restrictions dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1135 *et seq.*, as previously amended (the "Declaration").

WITNESSETH:

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, pursuant to the Declaration, Article XII, General Provisions, Section 3, Amendments, the Declaration may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the Fifth Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development; and

WHEREAS, ARTICLE XII, General Provisions, Section 3, Amendments, of Windemere's Declaration of Covenants, Conditions and Restrictions reads:

"The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Owners whose Lots are then subject thereto; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the owner of any Lot in the Development. Further, provided that any amendment affecting the Non-Waterfront Lots, Community Boat Dock or Boatslips must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots. Any such amendment shall not become effective until the instrument

evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of the Owners holding two-thirds (2/3) of the votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least two-thirds (2/3) of the votes of the Association are appurtenant, plus the written consent of Declarant shall be required to terminate the legal status of the Association, to contract the land in the Development, to convey any portion of the Common Area (other than roads or roadways) to any other party, to withdraw any portion of the property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement hereunder provided for in Section 3 of this Article XII. The consent of the Owners having at least two-thirds (2/3) of the votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least a majority of the votes are appurtenant shall be required to add or amend any material provision of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordinations of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Areas;
- (d) insurance or fidelity bonds;
- (e) rights to use the Common Areas;
- (f) responsibility for maintenance and repair of the Common Areas;
- (g) boundaries of any Lot;
- (h) the interest in the Common Areas;
- (i) convertibility of Lots into Common Areas or of Common Areas into Lots;
- (j) leasing of Lots;
- (k) imposition of any right of first refusal or similar restriction on the right of any Lot Owner to sell, transfer, or otherwise convey his or her Lot;
- (l) any provisions which are for the express benefit of Mortgagees or insurers or guarantors of Mortgages.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. A Mortgagee who receives a request to approve non-material additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request."

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. ARTICLE XII, General Provisions., Section 3. Amendments. is hereby amended as follows:

"The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Owners whose Lots are then subject thereto. Further, provided that any amendment *solely* affecting the Non-Waterfront Lots, Community Boat Dock or Boatslips must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of the Owners holding two-thirds (2/3) of the votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least two-thirds (2/3) of the votes of the Association are appurtenant, plus the written consent of Declarant shall be required to terminate the legal status of the Association, to contract the land in the Development, to convey any portion of the Common Area (other than roads or roadways) to any other party, to withdraw any portion of the property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement hereunder provided for in Section 3 of this Article XII. The consent of the Owners having at least two-thirds (2/3) of the votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least a majority of the votes are appurtenant shall be required to add or amend any material provision of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordinations of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Areas;
- (d) insurance or fidelity bonds;
- (e) rights to use the Common Areas;
- (f) responsibility for maintenance and repair of the Common Areas;

- (g) boundaries of any Lot;
- (h) the interest in the Common Areas;
- (i) convertibility of Lots into Common Areas or of Common Areas into Lots;
- (j) leasing of Lots;
- (k) imposition of any right of first refusal or similar restriction on the right of any Lot Owner to sell, transfer, or otherwise convey his or her Lot;
- (l) any provisions which are for the express benefit of Mortgagees or insurers or guarantors of Mortgages.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. A Mortgagee who receives a request to approve non-material additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request."

2. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Declaration. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation  
under the Laws of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
Marsha P. Bibleheimer, President

ATTEST:

\_\_\_\_\_  
William J. Stier, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that MARSHA P. BIBLEHEIMER personally came before me this day and acknowledged that she is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her as its President, and sealed with its corporate seal and attested by WILLIAM J. STIER as its Secretary.

Witness my hand and official seal, this 27th day of October, 2006.

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

My Commission Expires: \_\_\_\_\_

Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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SIXTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation  
under the Laws of the  
State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into as of the 26th day of February, 2007, by WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this Sixth Amendment, shall have the meanings ascribed to them in the Declaration of Covenants, Conditions, and Restrictions dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1135 *et seq.*, as previously amended (the "Declaration").

WITNESSETH:

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, pursuant to the Declaration, Article XII, General Provisions, Section 3, Amendments, the Declaration may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the Sixth Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. ARTICLE II, PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF WINDEMERE POA, INC., Section 2. Additions to Existing Property., (a) Additions in Accordance with a Master Plan of Development. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Declarant, its successors and assigns, shall have the right but not the obligation, with the consent of the Association, to bring within the scheme and operation of this Declaration, additional properties provided,



however, in no event shall the number of Lots (as hereinafter defined) and Dwelling Units (as hereinafter defined) within The Properties (as hereinafter defined) exceed, in the aggregate, 200, unless otherwise consented to by the Association.

The Additions authorized under this and the succeeding subsection shall be made by filing of record in the Iredell County Register of Deeds Office one or more supplementary Declaration of Covenants, Conditions and Restrictions with respect to such additional property or properties which shall extend the operation and effect of this Declaration to such additional properties.

Any supplemental Declaration(s) may contain such complementary additions and modifications of this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such supplementary Declaration revoke, modify, or add to the covenants and restrictions established by this Declaration so as to affect the existing property; however, this proviso shall not be interpreted to prohibit or prevent any increase in the "assessments" (as hereinafter defined) payable by an Owner of any portion of the existing property by reason of any such additions."

2. ARTICLE IV, THE ASSOCIATION, is hereby amended by adding the following:

"Section 9. Other Contracts Or Obligations. Before the Association can enter into any contract which has a term in excess of one (1) year, or create an obligation which requires repayment for a term in excess of one (1) year, the contract or obligation must have been approved at a regular or special meeting of the Members, by a vote of at least a majority of all votes present at a duly held meeting of the Members."

3. ARTICLE V, COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS. Section 4. Maximum Annual Assessment. (a) is hereby deleted in its entirety and the following is inserted in lieu thereof:

"For calendar years 1995 and thereafter, the Board of Directors, by a vote in accordance with the ByLaws, without a vote of the Members, may increase the Annual Assessments each year by a maximum amount equal to the previous year's Annual Assessments times ten percent (10%). The Annual Assessments shall automatically increase by five percent (5%) each year unless the Board of Directors determines otherwise. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, with a vote of the Members."

4. ARTICLE VI, COVENANT FOR BOATSLIP AND SPECIAL BOATSLIP ASSESSMENTS. Section 4. Maximum Boatslip Assessment. (a) is hereby deleted in its entirety and the following is inserted in lieu thereof:

"For calendar years 1995 and thereafter, the Board of Directors, by a vote in accordance with the ByLaws, without a vote of the Members, may increase the Boatslip Assessments each year by a maximum amount equal to the previous year's Boatslip Assessments times ten percent (10%). The Boatslip Assessments shall automatically increase by five percent (5%) each year unless the Board of Directors determines otherwise. If the Boatslip Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Boatslip Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, with a vote of the Members."

5. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 2. Restriction on Use and Rights of the Association, Declarant and Owners. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"No Lot shall be used except for single family, non-transient residential purposes, and no building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than a single family, non-transient residence, which complies with the requirements hereof and with any applicable zoning regulations. No lot and no improvements thereon may be used for hotel or other transient residential purposes. When construction of

any such residence, structure, improvement, or addition thereto has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

6. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 3. Land Use and Building Type. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family, non-transient residential dwelling, unless otherwise provided herein, and only one single family residential dwelling not exceeding 2 1/2 stories in height above ground shall be erected or permitted to remain upon any Lot. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. A private garage (not exceeding three car capacity), outbuildings and fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon condition that they are not rented, leased or otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No garage or outbuildings shall at any time be used as a residence and no enclosed boat houses or two story piers are permitted. Furthermore, no boat (including a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock which is appurtenant to any Property in the Subdivision may at any time be used as a residence. Docks and boathouses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made."

7. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 9. Combination or Subdivision of Lots. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Should the Owner of a numbered parcel on the Map combine with portions of or all of another numbered parcel, the aggregate shall be considered as one Lot for the purpose of these covenants. The Association must approve all combinations of Lots. Numbered parcels once combined, may not be subdivided unless approved by the Association, subject to conditions which may be imposed by the Association. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map.

No unit of ownership or ownership interest may be subdivided to permit "Time Sharing" or other "devices" to effect internal ownership. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time-sharing ownership plan, a vacation time-sharing lease plan, shared ownership, interval ownership, fractional ownership, luxury fractional ownership, private residential club, vacation ownership, vacation club, points-based program, split week, biennial or multiple-ownership arrangements are hereby prohibited."

8. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 11. Fences and Walls. is hereby deleted in its entirety and the following is inserted in lieu thereof:

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

9. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 15. Offstreet Parking. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently, or be parked upon or be permitted to remain

on any Lot for a period exceeding 24 hours unless it is parked off the street and not within the front or side yard setbacks of the Lot. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage. No automobile, truck or any other vehicle shall be parked upon or permitted to remain on the Community Access Area for a period exceeding 48 hours."

10. ARTICLE VIII, ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 17. Diligent Construction. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. No construction materials of any kind may be stored except on the building Lot. Any damage to any street, curb or sidewalk or any part of any Common Area or any utility system caused by the Owner or the Owner's Area or any utility system caused by the Owner or the Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on such Owner's Lot. The Association may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris."

11. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Declaration. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation under  
the Laws of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
MARSHA P. BIBLEHEIMER, President

ATTEST:

\_\_\_\_\_  
WILLIAM J. STIER, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that MARSHA P. BIBLEHEIMER personally came before me this day and acknowledged that she is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by her as its President, and sealed with its corporate seal and attested by WILLIAM J. STIER as its Secretary.

Witness my hand and official seal, this 26th day of February, 2007.

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

My Commission Expires: \_\_\_\_\_

[SEAL]

Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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SEVENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation under the Laws of the State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into as of the 26th day of March, 2007, by WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this Seventh Amendment, shall have the meanings ascribed to them in the Declaration of Covenants, Conditions, and Restrictions dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1135 *et seq.*, as previously amended (the "Declaration").

WITNESSETH:

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, pursuant to the Declaration, Article XII, General Provisions, Section 3, Amendments, the Declaration may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the Sixth Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. ARTICLE VIII. ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 1. Architectural Control. (a) Purposes. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Association desires to provide for the preservation of the values of The Properties with respect to any Dwelling Unit to be constructed on any Lot constituting a portion of The Properties, and to that end, desires to establish an Architectural Control Committee and Architectural Guidelines (the "Guidelines") in order to provide and maintain certain standards as to harmony of external design and location in relation to surrounding structures and topography. The Board of Directors may, from time to time, amend the Architectural Guidelines."

2. ARTICLE VIII, ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OTHERS. Section 1. Architectural Control. (b) Architectural Control. is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Unless expressly authorized in writing by the Architectural Control Committee (the "Committee") no Dwelling Unit, fence, wall, driveway or other structure nor any exterior addition or alteration to any existing Dwelling Unit, nor any clearing or site work shall be commenced, erected or maintained upon The Properties, until plans and specifications therefor showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well (if any), floor plan and elevations therefor, and landscape plan (all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee. Such Plans must be consistent with the Guidelines. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not suitable or desirable in the opinion of the Committee for any reason, including purely aesthetic reasons which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient; provided that the Committee shall not refuse to approve any plans and specifications which are substantially similar to any other plans and specifications which previously have been approved for any Dwelling Unit or are consistent with the Guidelines, as may be amended from time to time. In no event will the Committee approve any plans in which the Dwelling Unit at the highest point on its roof exceeds 35 feet in height, as required by the Iredell County Zoning Ordinance. In no event shall the Committee, in the exercise of its discretion, approve the location of a Dwelling Unit or garage within 35 feet of the front line of any Lot, within 15 feet of the side lines of any Lot and within 35 feet of the rear line of any Lot. Provided, however, in the event a contractor should inadvertently and unintentionally) as determined in the sole discretion of the Committee) locate a Dwelling Unit or a garage in violation (to a minor extent) of the requirements of the foregoing sentence, the Committee (in its sole discretion) may waive such minor violation."

3. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Declaration. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
MARSHA P. BIBLEHEIMER, President

ATTEST:

\_\_\_\_\_  
WILLIAM J. STIER, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that MARSHA P. BIBLEHEIMER personally came before me this day and acknowledged that she is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her as its President, and sealed with its corporate seal and attested by WILLIAM J. STIER as its Secretary.

Witness my hand and official seal, this 26th day of March, 2007.

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

My Commission Expires: \_\_\_\_\_

[SEAL]

Return to: Windemere POA, Inc.  
101 Island Ridge Drive  
Statesville NC 28677

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EIGHTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDEMERE POA, INC.  
A Non-Profit Corporation under the Laws of the State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that this Eighth Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into as of the \_\_\_\_ day of May, 2009, by WINDEMERE POA, INC., a Non-Profit Corporation under the laws of the State of North Carolina;

All capitalized terms used herein, unless specifically defined in this Seventh Amendment, shall have the meanings ascribed to them in the Declaration of Covenants, Conditions, and Restrictions dated October 14, 1993, recorded in the Iredell County Registry in Book 898, Page 1135 *et seq.*, as previously amended (the "Declaration").

WITNESSETH:

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, pursuant to the Declaration, Article IV, General Provisions, Section 3, Amendments, the Declaration may be amended with the consent of two-thirds of the Owners whose Lots are then subject thereto, which vote, consenting to the Sixth Amendment hereinafter set forth, has been obtained; and

WHEREAS, Declarant is no longer the owner of any Lot in the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the Declaration is hereby amended as follows:

1. ARTICLE IV. The Association, Section 7. Reserve Fund is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all Common Areas which the Association is obligated to maintain in order to fund unanticipated expenses of the Association or to acquire furniture, equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual and Boatslip Assessments, as hereinafter defined, as set forth in Article V, Section 2(j) and Article VI, Section 2(i) of this Declaration. Capital reserve fund expenditures, except for emergency repairs, must have been allocated by or within a duly approved budget."

2. All other provisions contained in such Declaration shall remain unchanged and in full force and effect, and shall apply equally to all such Lots subject to the Declaration. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, Windemere POA, Inc., has caused this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written, all pursuant to authority duly granted.

WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina

By: \_\_\_\_\_(SEAL)  
ROY MARTIN, President

ATTEST:

\_\_\_\_\_  
MARSHA BIBLEHEIMER, Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF IREDELL

I, THE UNDERSIGNED, A Notary Public of the County and State aforesaid, certify that ROY MARTIN personally came before me this day and acknowledged that he is President of WINDEMERE POA, INC., A Non-Profit Corporation under the Laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President, and sealed with its corporate seal and attested by MARSHA BIBLEHEIMER as its Secretary.

Witness my hand and official seal, this \_\_\_\_\_ day of May, 2009.

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

My Commission Expires: \_\_\_\_\_

[SEAL]



EXHIBIT "A"

STATE OF  
NORTH  
CAROLINA



Department of The  
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION  
OF  
WINDEMERE POA, INC.

*the original of which was filed in this office on the 8th day of September, 1993.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of September, 1993.*



*Rufus L. Edmisten*

Secretary of State

EXHIBIT "B"

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TO BYLAWS OF  
WINDEMERE

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BYLAWS  
OF  
WINDEMERE POA, INC.

ARTICLE I  
NAME AND LOCATION

Section 1. Name. The name of the corporation is WINDEMERE POA, INC., hereinafter referred to as the "Association".

Section 2. Location. The principal office of the Association shall be located in either Iredell County or Forsyth County, North Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II

DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" to the Declaration and incorporated herein by reference.

Section 2. "Association" shall mean and refer to WINDEMERE POA, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 4. "Boatslips" shall mean and refer to those certain seventy-eight (78) Boatslips located within the Community Boat Dock which is constructed over the waters of Lake Norman, which Boatslips are more particularly addressed in Article IV, Section 8 of the Declaration.

Section 5. "Bylaws" shall mean and refer to these Bylaws.

Section 6. "Common Area" or "Common Areas" shall mean and refer to the Community Boat Dock, Boatslips, Common Area Lots, the Community Access Area, and Entrance Monuments, collectively. The Common Areas shall be owned by the Association for the common use, benefit and enjoyment of the Owners, provided, however, that the Owners of Non-Waterfront Lots only shall be entitled to the use, benefit and enjoyment of the Community Boat Dock and the Boatslips, subject to individual Non-Waterfront Lot Owners' exclusive rights to use specified Boatslips, unless otherwise specifically permitted under Rules and Regulations governing Boatslips.

Section 7. "Community Access Area" shall mean and refer to the area shown on the Map upon which the clubhouse, pool and parking area are located.

Section 8. "Community Boat Dock" shall mean and refer to that certain pier or piers, containing the Boatslips, constructed over the waters of Lake Norman, which Community Boat Dock adjoins the Development at the Community Access Area.

Section 9. "Declarant" shall mean and refer to Turnpike Properties, Inc., its successors and assigns.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Windemere applicable to the property executed by Declarant and recorded in the office of the Register of Deeds for Iredell County, North Carolina.

Section 11. "Development" shall mean and refer to Windemere, a single-family residential development proposed to be developed on the property by Declarant.

Section 12. "Entrance Monuments" shall mean and refer collectively to both areas shown and designated as "Entrance Improvements with Project Identity" and "Controlled Access with Project Identity" on the Map, and any stone monuments, entrance signs located on such monuments, lighting, landscaping and other improvements to be constructed on such areas, to be used for entryways for the Subdivision.

Section 13. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Area.

Section 14. "Map" shall mean and refer to the Map of Windemere Subdivision, recorded in Map Book 23, Page 138, 138A, 138B, 139 and 139A in the Iredell County, North Carolina, Public Registry.

Section 15. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 16. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 17. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 18. "Non-Waterfront Lots" shall mean and refer to those Lots in the Development listed on Exhibit C attached to the Declaration or designated as Non-Waterfront Lots pursuant to the Declaration.

Section 19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 20. "Peninsula" shall mean and refer to the area of 74.25 acres, more or less, designated on the Map containing approximately 110 Lots, the Entrance Monuments, the Community Access Area, and certain streets and roads.

Section 21. "Property" or "The Properties" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way shown on the Map.

Section 22. "Subdivision" shall mean and refer to Windemere Subdivision, as the same is shown on the Map.

Section 23. "Waterfront Lots" shall mean and refer to those Lots in the Development which adjoin the waters of Lake Norman and are designated as such by the Declaration.

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first (1st) Tuesday in March of 1995 and each subsequent regular annual meeting of the Members shall be held on the first (1st) Tuesday in March each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes appurtenant to the Lots.

Section 3. Meetings of Non-Waterfront Lot Owners. Meetings of the Members owning Non-Waterfront Lots may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes appurtenant to the Non-Waterfront Lots, for the purpose of discussing and voting on matters affecting the Non-Waterfront Lots, the Community Boat Dock or the Boatslips. Such meetings may be held at the annual meeting of the Members or at a special meeting of the Members owning Non-Waterfront Lots.

Section 4. Place of Meetings. All meetings of the Members and the Members owning Non-Waterfront Lots shall be held at such place, within Iredell County, North Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. Notice of Meetings. Written notice of each meeting of the Members and Members owning Non-Waterfront Lots shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than fifty (50) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to four (4) votes for each Class B Lot owned by it.

Section 7. Relinquishment of Control. Upon the expiration of ten (10) full years after the registration of the Declaration, all of the Class B Lots shall automatically convert to Class A Lots, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier date.

Section 8. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes appurtenant to the Lots (or to the Non-Waterfront Lots, if a meeting of the Members owning Non-Waterfront Lots) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such

subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 10. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

Section 11. Action by Members Owning Non-Waterfront Lots. Except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members owning Non-Waterfront Lots at which a quorum is present shall be regarded as the act of such Members.

Section 12. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members or Members owning Non-Waterfront Lots in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members or Members owning Non-Waterfront Lots shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, or if all the Members owning Non-Waterfront Lots are present at a meeting of such Members, no notice shall be required and any business may be transacted at such meeting.

Section 13. Informal Action by Members. Any action which may be taken at a meeting of the Members or Members owning Non-Waterfront Lots may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve at the election of the Declarant from the date upon which the Declaration is recorded in the Iredell County Public Registry until such time as their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors from the date upon which the Declaration is recorded in the Iredell County Public Registry until such time as their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
William E. Hollan, Jr.	710-G Coliseum Drive Winston-Salem, North Carolina 27106
Olin C. Cranfill	710-G Coliseum Drive Winston-Salem, North Carolina 27106
Frank M. Bell, Jr.	635 West Fourth Street Winston-Salem, NC 27101

Section 3. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the first meeting of the Members. After the first election of directors, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as provided in Section 6 of this Article, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified. At the first annual meeting of the Members, the Members shall elect one (1) member of the Board of



Directors for a term of three (3) years, who shall be the person receiving the largest number of votes, one (1) Member of the Board of Directors for a term of two (2) years, who shall be the person receiving the second largest number of votes, and one (1) Member of the Board of Directors for a term of one (1) year, who shall be the person receiving the third largest number of votes. At all annual elections thereafter, a director shall be elected by the Members to succeed that director whose term then expires. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the Provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including the Community Boat Dock and the Boatslips, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use the recreational facilities of a Member, including the rights to use the Community Boat Dock and a Boatslip, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

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

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

(f) Employ attorneys to represent the Association when deemed necessary;

(g) Grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property; and

(h) Appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

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

(c) As more fully provided in the Declaration:

(1) Fix the amount of the Annual Assessments and Boatslip Assessments, as defined in the Declaration, against each Lot at least thirty (30) days before January 1 of each year;

(2) Send written notice of each assessment to every Owner subject thereto before its due date;

(3) Foreclose, to the extent permitted by law and as it may deem appropriate, the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

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

(g) Cause the Common Areas to be maintained.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

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

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

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

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

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE VIII

### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, including (without limitation) an Architectural Control Committee.

## ARTICLE IX

### BOOKS AND RECORDS

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

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments, as defined in the Declaration, which are secured by a continuing lien upon the property against which such assessments are made. Further, each Member owning a Non-Waterfront Lot is obligated to pay to the Association Boatslip and Special Boatslip Assessments, as defined in the Declaration, which are secured by a continuing lien upon such Member's Non-Waterfront Lot and such Member's right to use the Community Boat Dock and a Boatslip. Any assessments which are not paid when due shall be delinquent. If an Annual or Boatslip Assessment installment is not paid by its due date, as set forth in the Declaration, or if any other assessment is not paid by its due date, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and the right to use the Community Boat Dock and a Boatslip, if applicable, and interest, late payment charges, costs and reasonable attorneys' fees related to any such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and/or his Boatslip or abandoning his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words WINDEMERE POA, INC.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS  
AND OFFICERS

The directors shall not be liable to the Association or to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall defend, indemnify and hold harmless, to the extent permitted by law, each of the directors against all liability and reasonable expenses (including, without limitation, attorneys' fees) arising out of their conduct on behalf of the Association, unless such conduct shall have been willful misconduct or in bad faith, or in connection with any pending, threatened or completed action, suit or proceeding. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Association (except as Members).

EXHIBIT "C"

NON-WATERFRONT LOTS

Lots 17 thru 30, 34 thru 50, 55 thru 82, 97 thru 104, 107 thru 117



EXHIBIT "C-1"

WATERFRONT LOTS

Lots 31 thru 33, 51, 53, 54, 83 thru 96

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ARTICLES OF INCORPORATION  
OF  
WINDEMERE POA, INC.

SEP 08 1993  
EFFECTIVE  
RUFUS L EDMISTEN  
SECRETARY OF STATE  
NORTH CAROLINA

A NON-PROFIT CORPORATION

I, the undersigned natural person of the age of eighteen years or more, do hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation", and the several amendments thereto, and to that end do hereby set forth:

1. The name of the corporation is WINDEMERE POA, INC. (hereinafter called the "Association");
2. The period of duration of the Association shall be perpetual;
3. The purpose or purposes for which the Association is organized are:

(a) This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the administration, maintenance and management of the community and facilities known as "Windemere" (the "Community") according to that certain "Declaration of Covenants, Conditions and Restrictions", as same may be amended from time to time covering and regarding that certain tract(s) or parcel(s) of land described as:

All that certain parcel or parcels of land shown on a plat or plats entitled "Windemere" which may or will be recorded from time to time in the Office of the Register of Deeds of Iredell County, North Carolina, reference to which is hereby made,

and to promote the health, safety and welfare of the residents within the Community;

(b) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in said Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the properties mentioned above and recorded or to be recorded in the Office of the Register of Deeds of Iredell County, North Carolina, and as the same may be amended or supplemented from time to time as therein provided, the Declaration being incorporated herein as if set forth in its entirety;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges, assessments, or common expenses pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses; taxes or governmental charges levied or imposed against the property(ies) maintained and managed by the Association; and

(d) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation laws of the State of North Carolina may now or hereafter have or exercise.

4. The Association shall have members which shall consist solely of the owners of lots in the property or properties known as

Windemere, and membership in the Association may be transferred only as an incident to the transfer of the owner's interest in a lot constituting a portion of the properties described in the Declaration, and any such transfer shall be subject to the procedures and matters set forth in the Declaration and other documents referred to therein.

5. The directors of the Association shall be elected by the members and in the manner provided in the bylaws.

6. No part of the net income or net earnings of the Association shall inure to the benefit of any officer, director or member of the Association; upon dissolution of this Association the assets thereof shall, after all of its liabilities and obligations have been discharged or adequate provision made there for, be distributed to any corporation(s), organization(s) or association(s) organized for the purposes or engaged in activities substantially similar to those set forth in Article 3 hereinabove, all as more particularly may be provided in the bylaws of the Association.

7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

8. The address of the initial registered office of the Association is as follows:

635 West Fourth Street  
Winston-Salem, North Carolina 27101  
Forsyth County

The name of its initial registered agent at such address is Frank M. Bell, Jr.

9. The initial Board of Directors of the Association shall consist of the following three (3) persons:

William E. Hollan, Jr.	710-G Coliseum Drive Winston-Salem, NC 27106
Olin C. Cranfill	710-G Coliseum Drive Winston-Salem, NC 27106
Frank M. Bell, Jr.	635 West Fourth Street Winston-Salem, NC 27101

who shall hold office and exercise all powers of the Board until the first membership meeting, or until the election of their successors, as provided in the bylaws.

10. The name and address of the incorporator is:

Tenley F. O'Neal  
635 West Fourth Street  
Winston-Salem, NC 27101

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 2nd day of September, 1993.

Tenley F. O'Neal  
TENLEY F. O'NEAL

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH, ss:

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Tenley F. O'Neal personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2nd day of September, 1993.

C. A. Brown  
Notary Public

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

