

Prepared by Kim S. Clarke, Patrick, Harper & Dixon, Post Office Box 218, Hickory, North Carolina 28603

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NORTH CAROLINA RUTH MACKIE Return Re-Recorded  
CATAWBA COUNTY to Young Smith, Jr.  
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REGISTER OF DEEDS  
CATAWBA CO., N.C.

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CATAWBA CO., N.C.

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Bill R. Barringer of Catawba County, North Carolina, hereinafter referred to as "Declarant," Floyd D. Allred and wife, Patricia R. Allred, hereinafter referred to as "Allred"; and Lois M. Nangle, single, hereinafter referred to as "Nangle."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situate in the City of Claremont, County of Catawba, State of North Carolina, as shown on the plat of "White Oak Manor Townhouses, Phase One" recorded in Plat Book 40 at Page 172 in the office of the Register of Deeds of Catawba County, North Carolina, which property is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Allred is the owner of Lot A-1 as shown on the plat of White Oak Manor Townhouses, Phase One as recorded in Plat Book 40 at Page 172, Catawba County Registry, reference to which is hereby made for greater certainty of description; and

WHEREAS, Nangle is the owner of Lot A-3 as shown on the plat of White Oak Manor Townhouses, Phase One as recorded in Plat Book 40 at Page 172, Catawba County Registry, reference to which is hereby made for greater certainty of description; and

WHEREAS, through mistake or oversight, the Declarant conveyed Lot A-1 to Allred and Lot A-3 to Nangle prior to recording a Declaration of Covenants, Conditions, and Restrictions which would protect the value and desirability of, and which would run with, all of the Lots described in Plat Book 40 at Page 172, Catawba County Registry; and

WHEREAS, the Declarant desires to subject all of the lots described in Plat Book 40 at Page 172, Catawba County Registry, (including the lots owned by Allred and Nangle), which property is

This document is being rerecorded for the purpose of adding the word "SEAL" after the signature of the parties executing this document.

*Kim S. Clarke*  
Kim S. Clarke, Attorney and Drafter

more particularly described in Exhibit "B" attached hereto and  
incorporated herein by reference, to the following easements,  
restrictions, covenants, and conditions; and

830A2000 PAGE 461

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WHEREAS, Allred and Nangle want to protect the value and desirability of their lots as above described and have joined as parties to this agreement for the purpose of subjecting lots A-1 and A-3 of White Oak Manor Townhouses, Phase One, as recorded in Plat Book 40 at Page 172, Catawba County Registry, to this Declaration, the terms of which they agree to, affirm, and ratify in each and every respect as evidenced by their execution of this Declaration; and

WHEREAS, Declarant owns additional real property appurtenant to the above described real property which is shown as "Reserved by Declarant" on the Plat of White Oak Manor Townhouses recorded in Plat Book 40 at Page 173 in the office of the Register of Deeds of Catawba County, North Carolina, which real property is more particularly described on Exhibit "C" attached hereto and incorporated herein by reference and which may be annexed by Declarant in his discretion as herein provided.

NOW, THEREFORE, Declarant, Allred, and Nangle hereby declare that all of the real property described on Exhibit "B" attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and the Declarant hereby declares that such portion or portions of the real property described on Exhibit "C" attached hereto which shall be annexed by the Declarant in his discretion as herein provided, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

BOOK 2030 PAGE 1706  
BOOK 2000 PAGE 462

Section 1. "Association" shall mean and refer to White Oak Manor Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit "B" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is briefly described as: All that certain piece, parcel or tract of land designated as "Common Area" and shown on the plat of White Oak Manor Townhouses, Phase One, recorded in Plat Book 40 at Page 172 in the office of the Register of Deeds of Catawba County, North Carolina, together with the streets known as White Oak Court Extension and White Oak Court and being more particularly described on Exhibit "D" attached hereto and incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Bill R. Barringer, his heirs and assigns, if such heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable

admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities 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 Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than two (2) automobile parking spaces, in the portion of Common Area devoted to parking which shall be as near and convenient to each Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association may, if it deems necessary or desirable, at any time, permanently assign one or two vehicle parking spaces for each dwelling.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any

Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by him in White Oak Manor Townhouses, Phase One. The Declarant shall also be entitled to three (3) votes for each Lot owned by him in the additional property owned by Declarant and described on Exhibit "C" attached hereto which may be added to the Properties from time to time immediately upon the recording of a plat showing the additional Lots, together with an amendment to the Declaration submitting the additional property to the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) December 31, 2001.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by him within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such annual and special assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot against which such assessment is made and shall be a continuing lien upon such Lot until paid. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person or entity's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the maintenance, repair and reconstruction of the exterior of the homes situated upon the Properties and for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until August 31, 1997, the maximum annual assessment shall be \$582.00 per Lot.

(a) From and after August 31, 1997, the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after August 31, 1997, the maximum annual assessment may be increased above 10 percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, provided, however, that the interest charged hereunder

shall not exceed ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI  
PARTY WALLS

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600:2000 468

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII  
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which

is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VIII

##### RESTRICTIONS AND EASEMENTS

Section 1. Residential Use. Buildings and all Lots contemplated in the development shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the Lots or Common Areas of the property at any time.

Section 2. Declarant's Rights During Construction. Anything contained herein to the contrary notwithstanding, it shall be permissible for Declarant to maintain, during the period of construction and sale of said Lots and townhouses, upon such portion of the property as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Lots and townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners on their respective Lots provided that they are not kept, bred or maintained for any commercial purpose and do not

endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Lot or resident thereof.

Section 4. Signs and Nuisances. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Properties, nor shall the Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of the Properties, provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of Declarant, his agents or assigns during the construction and sale period.

Section 5. Clotheslines, etc. No outside clotheslines shall be permitted, and all garbage cans and similar items shall be kept screened so as to conceal them from view of neighboring Lots.

Section 6. Antennas. No exterior television or radio antennas shall be placed on any improvements without prior written approval of the Board of Directors.

Section 7. Utility Easement. There is hereby granted to the Association a blanket easement upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining a master television antenna system and all utilities, including, but not limited to, water, gas, sewers, telephones and electricity. Such easements grant to the Association and appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Properties and to affix and maintain utility wires, circuits, and conduits on, above, across and under the Lots and roofs and exterior walls of the townhouses.

Section 8. Reservation. A non-exclusive easement for egress and ingress is reserved by the Declarant and his successors and assigns in and to all roads in and about the Properties now existing or hereafter constructed. The Declarant expressly reserves the right to develop property appurtenant to the property, as described herein on Exhibit "C" in such manner as he may deem necessary or advisable in his absolute discretion and reserves a

blanket easement for access for ingress and egress from said appurtenant properties over all ways, public and private, in and about the Properties for himself and his heirs and assigns.

#### ARTICLE IX

##### INSURANCE

Each Owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring the Owner's Lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

Each Owner, at the Owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on the Owner's Lot, in such amounts as the Association from time to time determines, but in no case less than \$100,000.00 for each occurrence. The Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any Owner's insurance coverage. In the event the Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representative, secure and maintain such insurance coverage for the Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against the Owner and the Owner's Lot in accordance with the other provisions of this Declaration, and the Owner covenants and agrees to pay to the Association such special assessment upon demand.

The Board of Directors of the Association will obtain public liability insurance in an amount of at least \$1,000,000.00 per casualty. Such policy will name the Association and each Owner as insured parties.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any other Owner, shall have the right to enforce, by any proceeding at law or

in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) A portion or portions of the land being appurtenant to the property described herein and being more particularly described in Exhibit "C" attached hereto and incorporated herein by reference, and as shown on the plat of White Oak Manor Townhouses recorded in Plat Book 40 at Page 173, Catawba County Registry, as "Reserved by Declarant," may be annexed from time to time in phases by the Declarant in his discretion without the consent of the Lot Owners at any time within fifteen (15) years of the date of this instrument.

Section 5. Manner of Annexation. The annexations referred to in Section 4 shall be effected by the recording of a plat of the real property to be annexed along with a Supplemental Declaration which shall describe the real property being annexed, convey the designated Common Areas and declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of

this Declaration. Upon the recording of such plat and Supplemental Declaration, the annexed area shall become a part of the within Planned United Development and the Lot Owners therein shall be members of the Association with full rights of enjoyment in and into the Common Areas, as fully as if such area or areas were part of the Planned Unit Development on the date of recording of this Declaration.

#### ARTICLE XI

##### SPECIAL PROVISIONS CONCERNING VETERAN'S ADMINISTRATION

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,

FEDERAL HOME LOAN MORTGAGE CORPORATION AND

FEDERAL NATIONAL MORTGAGE ASSOCIATION

In the event the Declarant shall seek to obtain approval of this Declaration and the plan of development of its property in order that the Units will be eligible for loans approved, guaranteed or insured by the Veteran's Administration ("VA"), the Department of Housing and Urban Development ("HUD"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA") or other governmental agency, it is possible that such agency or agencies will require changes in this Declaration in order to make the Units eligible for such loans. In such event, Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration, and the amendment shall become effective upon recordation of the amendment, along with attached evidence of approval by the appropriate governmental agency, in the office of the Register of Deeds of Catawba County, North Carolina. A letter from an official, or a current published regulation, guideline or statement of policy, of the VA, HUD, FHLMC, FNMA or such other agency shall be deemed conclusive evidence for all purposes of such agency's requirement of changes. Each Owner and his respective mortgagees, by acceptance of a deed conveying a Unit or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoint Declarant his or their Attorney-in-Fact, such power of attorney being coupled with an interest, and authorize, direct and empower Declarant, in the event that Declarant exercises the rights reserved in this Article XI, to amend this Declaration as provided herein, to execute, acknowledge and record for and in the name of such Owner

and any such mortgagee an amendment for such purpose, and for and in the name of such respective mortgagees to execute a consent and joinder to such amendment or amendments; provided, however, that all such amendments must uniformly affect all Units and all mortgagees.

IN WITNESS WHEREOF, the undersigned Declarant, Bill R. Barringer; and Floyd D. Allred and wife, Patricia R. Allred; and Lois M. Nangle have caused the within instrument to be executed this 28 day of August, 1996.

Bill R. Barringer (SEAL)  
Bill R. Barringer

Floyd D. Allred (SEAL)  
Floyd D. Allred

Patricia R. Allred (SEAL)  
Patricia R. Allred

Lois M. Nangle (SEAL)  
Lois M. Nangle

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kevin D. Spencer, a Notary Public for said County and State, do hereby certify that Bill R. Barringer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28 day of August, 1996.

Kevin D. Spencer  
Notary Public

My commission expires: 1-3-98

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kevin D. Spencer, a Notary Public for said County and State, do hereby certify that Floyd D. Allred and wife, Patricia R. Allred, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28 day of August, 1996.

Kevin D. Spencer  
Notary Public

My commission expires: 1-3-98



STATE OF NORTH CAROLINA

BOOK 2030 PAGE 1719 SSS: 2000 RATE 475

COUNTY OF Catawba

I, Kevin D. Spenser, a Notary Public for said County and State, do hereby certify that Lois M. Nangle, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28 day of August, 1996.

Kevin D. Spenser  
Notary Public

My commission expires: 1-3-98



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Exhibit "A"

509A2030 PAGE 1720

With the exception of the individual townhouse lots being numbered A-1 and A-3, being all of the property shown on that certain map of White Oak Manor Townhouses, Phase One, prepared by J. Mike Honeycutt, Surveyor, on August 19, 1996, and recorded in Plat Book 40 at Page 172, Catawba County Registry, reference to which is hereby made for greater certainty of description.

Exhibit "B"

BOOK 2000 PAGE 477

BOOK 2030 PAGE 1721

Being all that certain piece, parcel or tract of land, situate, lying and being in Clines Township in the City of Claremont, Catawba County, North Carolina, and being shown on the plat of White Oak Manor Townhouses, Phase One, prepared by J. Mike Honeycutt, dated August 19, 1996, and recorded in Plat Book 40 at Page 172, Catawba County Registry, reference to which is hereby made for greater certainty of description.

Beginning at an iron pin in the western margin of the 40' right-of-way of White Oak Court Extension, the same being located at the southeastern corner of Charles F. Murray pursuant to the deed recorded in Book 716 at Page 267, Catawba County Registry, said beginning point also being the northeastern corner of Phase One of White Oak Manor Townhouses pursuant to the plat recorded in Plat Book 40 at Page 172, Catawba County Registry, and running from said beginning point South 84° 49' 58" East 40.01 feet to an iron pin in the eastern margin of the 40' right-of-way of White Oak Court Extension; thence running with the eastern margin of White Oak Court Extension South 06° 20' 06" West 438.13 feet to an iron pin at the northwestern corner of Bonnie S. Danton pursuant to the deed recorded in Book 1837 at Page 827, Catawba County Registry; thence running with the northern line of Bonnie S. Danton North 79° 45' 58" West 685.33 feet to an iron pin in the eastern line of Charles F. Murray pursuant to the deed recorded in Book 1899 at Page 232, Catawba County Registry; thence running with Murray's line North 24° 58' 06" West 502.07 feet to an iron pin; thence continuing with Murray's line North 64° 25' 45" West 200.70 feet to an iron pin; thence running North 20° 48' 00" East 303.50 feet to an iron pin in the southern margin of the right-of-way of Frazier Drive; thence running with the southern margin of the right-of-way of Frazier Drive South 65° 27' 56" East 187.40 feet to an iron pin; thence continuing with the southern margin of said right-of-way South 65° 32' 00" East 304.05 feet to an iron pin at the northwestern corner of Charles F. Murray pursuant to the deed recorded in Book 713 at Page 267, Catawba County Registry; thence running with Murray's western line South 23° 17' 28" West 158.81 feet to an iron pin; thence running with the southern line of Charles F. Murray, thence with the southern line of Jack D. Hollar South 65° 53' 43" East 324.57 feet to an iron pin at the southwestern corner of Zula L. Fulbright pursuant to the deed recorded in Book 1243 at Page 277, Catawba County Registry; thence running with the southern line of Zula L. Fulbright, thence with the southern line of Tim Moore South 84° 49' 58" East 177.05 feet to an iron pin at the northwestern corner of White Oak Manor Townhouses, Phase One pursuant to the plat recorded in Plat Book 40 at Page 172; thence continuing the same course and running with the northern line of White Oak Manor Townhouses, Phase One, a distance of 111.46 feet to the point of beginning, and containing 11.24 acres, more or less, according to the plat of White Oak Manor Townhouses recorded in Plat Book 40 at Page 173, Catawba County Registry, reference to which is hereby made for greater certainty of description.

Excepted from the foregoing is all of that certain piece, parcel or tract of land designated as Phase One on the plat recorded in Plat Book 40 at Page 173, Catawba County Registry.

BOOK 2030 PAGE 1723

BOOK 2000 PAGE 479

Exhibit "D"

Tract One

With the exception of the individual townhouse lots, the same being numbered as Lots A-1, A-2, A-3, A-4, A-5, A-6, and A-7, being all of that property shown on that certain map of White Oak Manor Townhouses, Phase One, prepared by J. Mike Honeycutt, Surveyor, on August 19, 1996, and recorded in Plat Book 40 at Page 172, Catawba County Registry, reference to which is hereby made for greater certainty of description.

Tract Two

Being all of the 40' right-of-way known as White Oak Court Extension and all of the 50' right-of-way known as White Oak Court as shown on the plat of White Oak Manor Townhouses and recorded in Plat Book 40 at Page 171, Catawba County Registry, reference to which is hereby made for greater certainty of description.

STATE OF NORTH CAROLINA  
CATAWBA COUNTY

The foregoing certificates of Kevin D. Spencer, a Notary Public of Catawba County, N. C., are certified to be correct. Filed for registration this 3rd day of September, 1996 at 10:36 A.M. and recorded in the office of the Register of Deeds of Catawba County, N. C. in Book 2000 at Page 460.

  
RUTH MACKIE - REGISTER OF DEEDS JC