

BY-LAWS
OF
CLINE VILLAGE MASTER ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Cline Village Master Association, Inc., hereinafter referred to as "Master Association". The principal office of the corporation shall be located at 201 Government Avenue, SW, Hickory, Catawba County, North Carolina 28602, but meetings of members and directors may be held at such places within the State of North Carolina, County of Catawba, or elsewhere as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Master Association" shall mean and refer to Cline Village Master Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Master or any Sub-Association.

Section 3. "Common Area" and "Limited Common Area" shall mean all real property owned by the respective Association for the common use and enjoyment of the Owners.

Section 4. "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 and Limited Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 6. "Declarant" shall mean and refer to Cline Plantation, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Register of Deeds of Catawba County in Book 2250 Page 670, and as the same may be supplemented ("Supplementary Declaration") and/or amended from time to time as therein provided.

Section 8. "Member shall mean and refer to those entities entitled to membership as provided in the Master Declaration or a Supplementary Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on or about the 20th day of November of each and every year thereafter, at the hour of 7:00 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 of the Class A membership as they are entitled to exercise under the provisions of the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Right of Declarant to Representation on Board of Directors. Notwithstanding anything contained herein to the contrary, until December 31, 2020, or until Declarant shall have conveyed seventy-five percent (75%) of the properties which are or may become subject to the Master Declaration, Declarant or its express assignee shall have the right to designate and select a two-thirds (2/3) majority of the Board of Directors as specifically provided in Article III, Section 4, of the Master Declaration.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, 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, 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 (2) 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 unless otherwise specified in the Declarations. 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.

ARTICLE VII

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; 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 of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) exercise for the Master Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, a Supplementary Declaration, or the Master 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; and,
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 one-fourth (1/4) of the Class A members who are entitled to vote;

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against each lot on or before December 1 of each year; send written notice of each such assessment to every member subject thereto on or before December 15 of each year; and, as provided in Article IV, Section 15, of the Master Declaration, foreclose 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 that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association, if any;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,
- (g) cause the Common Areas or Limited Common Areas or any other areas of the property for which the Association is responsible as identified in the Master Declaration or a Supplementary Declaration to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this 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. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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 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 (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deed, promissory notes, and other written instruments.
- (b) Vice-President. 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.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, 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.
- (d) Treasurer. 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, keep proper books of account, 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 same to each of the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 Supplementary Declaration, Master Declaration, Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Master Declaration and appropriate Supplementary Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action of law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action 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 Area, Limited Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cline Village Master Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

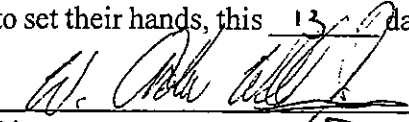
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Declaration and these By-Laws, the Master Declaration shall control.


ARTICLE XIV

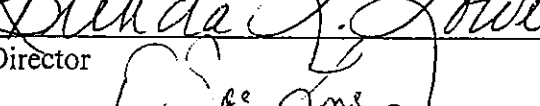
MISCELLANEOUS

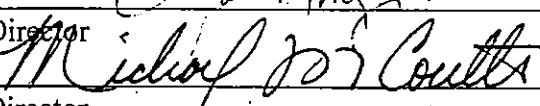
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned, being all of the initial directors of Cline Village Master Association, Inc., have hereunto set their hands, this 13 day of Feb, 2001.

 (Seal)
Director

 (Seal)
Director

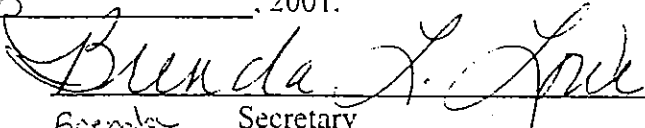
 (Seal)
Director

 (Seal)
Director

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of Cline Village Master Association, Inc., and that the foregoing By-Laws constitute the original By-Laws of said Sub-Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13 day of Feb, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 13 day of Feb, 2001.


Brenda L. Lowe
Secretary

**MINUTES OF THE FIRST MEETING
OF MEMBERS
OF
CLINE VILLAGE HOMEOWNER'S ASSOCIATION, INC.**

The first meeting of the Members of the Corporation was held at the offices of Tate, Young, Morphis, Bach and Taylor, 400 Second Avenue, N.W., Hickory, North Carolina, on the 13 day of Feb, 2000.

Those present were Michael M. Coulter, Brenda L. Lowe, Kathleen Rose-Bellot, and Terry M. Taylor, attorney for the corporation.

Upon a motion duly made, seconded and unanimously carried, Brenda L. Lowe was elected Secretary of the meeting.

The Corporate Attorney presented to the meeting the Articles of Incorporation which had been approved by the Secretary of State of North Carolina, which, upon motion duly made and seconded and approved by all Stockholders present, were adopted as the charter of the Corporation and directed to be inserted in the Minute Book of the Corporation.

The floor was then opened for nominations for the Board of Directors of the Corporation. Those persons elected by unanimous vote of all present to serve during the ensuing corporate year were:

**Michael M. Coulter
Brenda L. Lowe
Kathleen Rose-Bellot**

The foregoing minutes were then read, and on motion duly made and carried, were approved as and for the minutes of the first meeting of the Corporation.

There being no further business to come before the meeting, the same was, on motion duly made and seconded, adjourned.

This the 13 day of Feb, 2000.


Brenda L. Lowe, Secretary of Meeting

WAIVER OF NOTICE

We, the undersigned, being all of the Members of CLINE VILLAGE HOMEOWNER'S ASSOCIATION, INC., do hereby waive notice of the time, place and purpose of the first meeting of the stockholders of the Corporation, and do consent and agree to all action taken at said meeting, as attested by our signatures hereto.

This the 13 day of Feb, 2000.

Member: Cline Plantation, LLC

By: 
Manager

**MINUTES OF FIRST MEETING
OF BOARD OF DIRECTORS
OF
CLINE VILLAGE HOMEOWNER'S ASSOCIATION, INC.**

The first meeting of the Board of Directors of the Corporation was held at the offices of Tate, Young, Morphis, Bach and Taylor, 400 Second Avenue, N.W., Hickory, North Carolina, on the 13 day of Feb, 2000.

Those present were Michael M. Coulter, Brenda L. Lowe, D. Joe Long, Kathleen Rose-Bellot, and Terry M. Taylor, attorney for the Corporation.

Upon motion duly made, seconded, and unanimously carried, Michael M. Coulter was elected Chairman of the meeting, and Brenda L. Lowe was elected Secretary of the meeting.

The Chairman then presented and read to the meeting a written Waiver of Notice duly signed by all of the Directors, which Waiver of Notice was ordered affixed to these Minutes.

The Chairman then presented and read to the meeting a proposed Code of By-Laws prepared by the attorney for the Corporation for the government and regulation of the business and affairs of the Corporation. Upon motion duly made and seconded, it was unanimously

RESOLVED, that the Code of By-Laws presented at this meeting be, and the same hereby are, adopted as and for the By-Laws of this Corporation and that a copy of said By-Laws be inserted in the Minute Book of the Corporation.

The Chairman then stated that it was in order to adopt a seal for the Corporation.

Upon a motion duly made and seconded, it was unanimously

RESOLVED, that the seal, an impression of which is affixed in the margin hereof, be, and the same is hereby, adopted as the seal of this Corporation.

The Chairman then stated that it was in order to proceed with the election of officers. Nominations having been duly made and seconded and nominations having been duly closed, the following named persons were unanimously elected to the office set opposite their respective names, to hold office until the next annual meeting of the Board of Directors of the Corporation, or until their successors shall be duly elected and qualified:

Michael M. Coulter
Brenda L. Lowe
Kathleen Rose-Bellot

President
Secretary
VicePresident/Treasurer

The Chairman then noted that it was in order to designate a depository for the funds of the Corporation. Upon motion duly made and seconded, it was unanimously

RESOLVED, that the Officers be authorized and directed to open an account with any duly-authorized banking institution.

RESOLVED, that the foregoing resolution shall continue in full force and effect until rescinded or modified by further resolution by the Board of Directors of this Corporation.

The Chairman stated it was in order to establish the fiscal year of the Corporation. Upon motion duly made and seconded, it was unanimously

RESOLVED, that the fiscal year of the Corporation be established as January 1st through December 31st.


RESOLVED, that all action previously taken on behalf of the Corporation by its agents, attorneys and Officers is hereby expressly approved and ratified.

The Chairman next pointed out the purposes of the Corporation as previously expressed by the Members and Directors individually and as set forth in the Articles of Incorporation and proposed that the Officers be authorized to commence such business on behalf of the Corporation. Thereupon, upon motion duly made and seconded, it was unanimously


RESOLVED, that the Officers of the Corporation be, and they hereby are, hereby authorized and directed to do and perform all acts and things necessary or appropriate to commence and carry on the purposes of the Corporation as stated in the Articles of Incorporation.

There being no further business to come before the meeting, the same, upon motion duly made and seconded, was unanimously adjourned.

This the 13 day of Feb, 2000.


Brenda L. Lowe, Secretary of Meeting


APPROVED:

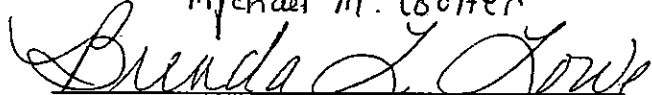

Michael M. Coulter, President


WAIVER OF NOTICE

We, the undersigned, being all of the Directors of **CLINE VILLAGE HOMEOWNER'S ASSOCIATION, INC.**, do hereby waive notice of the time, place and purpose of the first meeting of the Board of Directors of the Corporation and do consent to all action taken at said meeting, as attested by our signatures hereto.

This 13 day of Feb, 2006.


Director Michael M. Coulter


Director Brenda L. Lowe


Director Kathleen Rose-Bellet

BY-LAWS
OF
CLINE VILLAGE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Cline Village Homeowner's Association, Inc., hereinafter referred to as "Sub-Association". The principal office of the corporation shall be located at 201 Government Avenue, SW, Hickory, Catawba County, North Carolina 28602, but meetings of members and directors may be held at such places within the State of North Carolina, County of Catawba, or elsewhere as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Sub-Association" shall mean and refer to Cline Village Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Master or any Sub-Association.

Section 3. "Common Area" and "Limited Common Area" shall mean all real property owned by the respective Association for the common use and enjoyment of the Owners.

Section 4. "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 and Limited Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 6. "Declarant" shall mean and refer to Cline Plantation, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Register of Deeds of Catawba County in Book 2250 Page 670, and as the same may be supplemented ("Supplementary Declaration") and/or amended from time to time as therein provided.

Section 8. "Member" shall mean and refer to those entities entitled to membership as provided in the Master Declaration or a Supplementary Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Sub-Association, and each subsequent regular annual meeting of the members shall be held on or about the 20th day of December of each and every year thereafter, at the hour of 7:00 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 of the Class A membership as they are entitled to exercise under the provisions of the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Right of Declarant to Representation on Board of Directors. Notwithstanding anything contained herein to the contrary, until December 31, 2020, or until Declarant shall have conveyed seventy-five percent (75%) of the properties which are or may become subject to the Master Declaration, Declarant or its express assignee shall have the right to designate and select a two-thirds (2/3) majority of the Board of Directors as specifically provided in Article III, Section 4, of the Master Declaration.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, 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, 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 Sub-Association, or by any two (2) 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 unless otherwise specified in the Declarations. 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.

ARTICLE VII

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; 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 of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) exercise for the Master Association all powers, duties and authority vested in or delegated to this Sub-Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, a Supplementary Declaration, or the Master 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; and,
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 one-fourth (1/4) of the Class A members who are entitled to vote;

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against each lot on or before January 15 of each year; send written notice of each such assessment to every member subject thereto on or before January 15 of each year; and, as provided in Article IV, Section 3, of the Master Declaration, foreclose 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 that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association, if any;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,
- (g) cause the Common Areas or Limited Common Areas or any other areas of the property for which the Association is responsible as identified in the Master Declaration or a Supplementary Declaration to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this 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. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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 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 vice-president and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deed, promissory notes, and other written instruments.
- (b) Vice-President. 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.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, 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.
- (d) Treasurer. 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, keep proper books of account, 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 same to each of the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 Supplementary Declaration, Master Declaration, Articles of Incorporation, and By-Laws of the Sub-Association shall be available for inspection by any member at the principal office of the Sub-Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Master Declaration and appropriate Supplementary Declaration, each member is obligated to pay to the Sub-Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Sub-Association may bring an action of law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action 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 Limited Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cline Village Homeowner's Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

ARTICLE XIV

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.

IN WITNESS WHEREOF, the undersigned, being all of the initial directors of Cline Village Homeowner's Association, Inc., have hereunto set their hands, this _____ day of January, 2001.

Michael M. Coulters (Seal)

Director Michael M. Coulters

Brenda L. Lowe (Seal)

Director Brenda L. Lowe

Kathleen Rose-Bellot (Seal)

Director Kathleen Rose-Bellot

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of Cline Village Homeowner's Association, Inc., and that the foregoing By-Laws constitute the original By-Laws of said Sub-Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13 day of Feb, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Sub-Association, this 13 day of Feb, 2001.

Brenda L. Lowe

Secretary Brenda L. Lowe

FILE COPY

BOOK 2277 PAGE 1675

Prepared by Terry M. Taylor, Attorney, P.O. Drawer 2428, Hickory, NC 28603

FILED
RUTH MACKIE

STATE OF NORTH CAROLINA
CATAWBA COUNTY

017011

2001 JUN 7 AM 11 00

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE IB OF CLINE VILLAGE

REGISTER OF DEEDS
CATAWBA CO., N.C.

THIS SUPPLEMENTARY DECLARATION made this 16th day of May, 2001, by
Cline Plantation, LLC ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Catawba County, North Carolina, which is more particularly described on a map entitled "CLINE VILLAGE PHASE IB" recorded in Plat Book 53, Page(s) 122, Catawba County Registry, reference to which is hereby made; and

WHEREAS, Declarant will convey said property subject to the covenants conditions, restrictions, reservations and charges as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 2250, Page 670, Catawba County Registry, and Amendment thereto, (hereinafter "Master Declaration) and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title or interest therein and their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant desires to ensure the most appropriate development and improvement of each lot, to protect the lot owners against such improper use as would depreciate the value of the property to each, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of poorly designed or proportioned structures and structures built of substandard or unsuitable materials, to secure and maintain proper setbacks with adequate free space between structures, and in general to provide for a high quality of improvements.

NOW, THEREFORE, Declarant hereby declares that all of the real property as described as Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 of Phase 1B shall be held, sold and conveyed subject to that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 2250, Page 670, and Amendment thereto, and subject further to the following easements, restrictions, covenants and conditions:

1. LIMITED COMMON AREA. The Limited Common Areas for Phase 1B include the private alleyways as designated on the plat recorded in Plat Book 53, Page(s) 122, Catawba County Registry.

2. DESIGN SPECIFICS. The design specifics are applicable to the numbered lots as shown on the recorded plat referenced hereinabove include all those as are set forth in the Zoning Code as approved by the Town of Conover and as are described by the Master Plan for Cline Village as referred to in Section 11 of Article I of the Master Declaration as well as the Design Guidelines as are described in Section 2 of Article VII of the Master Declaration.

3. SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant has or will incorporate under the laws of the State of North Carolina the Cline Village Homeowner's Association, Inc., as a non-profit corporation for the purpose of overseeing and administering the provisions of this Supplementary Declaration as well as those applicable provisions contained in the aforementioned Master Declaration. Each and every owner of a lot as shown on the recorded plat referenced hereinabove, including contract sellers, but not including those persons or entities who hold an interest merely as security for the performance of an obligation, shall be a member of the Cline Village Homeowner's Association, Inc., which Sub-Association shall be a member of the Cline Plantation Master Association, Inc.

The Sub-Association shall have two (2) classes of voting members:

Class A. Class A members shall be each owner, but shall not include Declarant. Class A members shall be entitled to one (1) vote for each lot owned. In the case of multiple ownership of a lot, the vote shall be exercised as those owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to seven (7) votes for each lot owned. However, the Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

- (a) The total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; provided, however, that the Class B membership shall be reinstated with all the rights, privileges, responsibilities and voting power if, after the conversion as hereinabove provided, additional land is annexed to the properties without the assent of members on account of development of such additional land by Declarant in accordance with Article X, Section 4 of the Master Declaration; or
- (b) December 31, 2020.

Except as may be otherwise specifically set out in this Supplementary Declaration or in the Articles of Incorporation and/or Bylaws of the Sub-Association, the vote of the majority of the aggregate votes entitled to be cast by all classes of members of the Sub-Association, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall

be the act of the Sub-Association. The number of votes present at a Sub-Association meeting that is properly called and that will constitute a quorum shall be as set forth herein or in the Sub-Association By-laws. The right of any Class A member to vote may be suspended by the Board of Directors of the Sub-Association for just cause pursuant to its rules and regulations and according to the provisions of the Master Declaration.

4. SUB-ASSOCIATION ANNUAL ASSESSMENTS. The Sub-Association shall levy an annual assessment against all the lots under its jurisdiction, which funds shall be used exclusively for the purpose of promoting the beautification of all property under its jurisdiction, the recreation, health, safety and welfare of its members, the enforcement of this Supplementary Declaration and all applicable provisions of the Master Declaration, and, in particular, the improvements and maintenance of the services and facilities of the Limited Common Areas, including without limitation any private alleys or private landscape areas. In accordance with Article IV, Section 3 of the Master Declaration, one or more of the following assessment classes shall be applicable to each lot:

- (a) Sub-Association Assessment Class I; or
- (b) Sub-Association Assessment Class IA;

5. ARCHITECTURAL CONTROL. Only units or other improvements which have been approved in writing by the Architectural Review Board ("ARB") prior to the commencement of clearing, grading or construction of any kind on a lot will be permitted as is more fully described in the Master Declaration. All improvements shall comply with the plans as presented unless changes are approved in writing by the ARB. All drives and walks must be paved with concrete or brick. All lots on which a unit is approved and built shall be landscaped in accordance with the plans approved by the ARB. Landscaping must be finished upon completion of the unit. Total construction time, from the date of final approval of plans by the ARB to the completion of the unit for occupancy, shall not exceed twelve (12) months.

6. RESIDENTIAL USE. No lot shall be used except for single family residential use.

7. APPLICATION OF RESTRICTIONS. The foregoing restrictions shall apply only to the lots, and nothing contained herein shall prevent the Declarant from altering the size or frontage of any property other than the lots or the location of any streets or roads other than portions of such streets or roads as abut the lots.

8. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Catawba County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Catawba County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable

to paragraphs 1 and 2 of this Supplementary Declaration whereby only the written consent of Declarant is required.

9. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of twenty (20) years from the date of recordation hereof, after which time said restrictions shall be automatically extended for successive ten (10) year periods unless an instrument agreeing to a change in said restrictions, in whole or in part, and executed by a majority of the then owners of the lots has been recorded in the Catawba County Registry.

10. ENFORCEMENT. Enforcement of this Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

11. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Supplementary Declaration, in whole or in part, to any person or entity by an express transfer of such rights.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

CLINE PLANTATION, LLC

By: Mirkoof McCuller (SEAL)
Manager

By: Brenda L. Low (SEAL)
Manager

By: W. Chad Hill (SEAL)
Manager

By: Kathleen [Signature] (SEAL)
Manager Prism Development, LLC

STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 2277 PAGE 1679

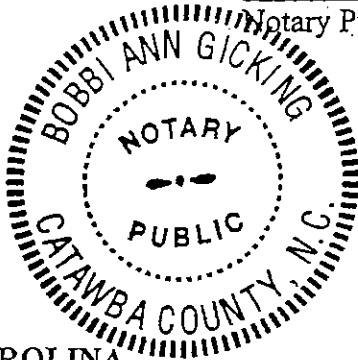
I, a Notary Public, in and for Catawba County and State, do hereby certify that Michael M Coulter, Brenda L Lowe, W Andrew Wells, Jr and Kathleen Rose Bellot, being all the Managers of CLINE PLANTATION, LLC, personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes expressed therein

WITNESS my hand and Notarial Seal, this 16 day of May, ~~2000~~ ²⁰⁰¹

Bobbi Ann Gicking
Notary Public

My Commission expires:

12/22/04



STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

Catawba County, NC

The foregoing certificate(s) of Bobbi Ann Gicking, a Notary Public of ~~xxx~~ ^{is} certified to be correct. This instrument was presented for registration this 7th day of June, 2001, at 11:00 o'clock A.M., and duly recorded in the Office of the Register of Deeds for Catawba County in Book 2277 at Page 1675.

This the 7th day of June, 2001.

RUTH MACKIE
Register of Deeds

By: Ruth Mackie
~~Deputy Ass't~~ Register of Deeds

igs

CERTIFICATE OF APPROVAL FOR RECORDING

This final plat and the street names shown hereon have been found to comply with the subdivision regulations of the City of Conover and were approved by the City Council at a meeting held on the 12th day of JUNE, 2001. All street, utilities, and other required improvements have been installed according to specifications and standards, or a guarantee of the installation of the required improvements in an amount and manner satisfactory to the City of Conover has been received. Therefore, this plat is approved for recording in the Office of the Register of Deeds of Catawba County within (60) sixty days of the date of this approval.

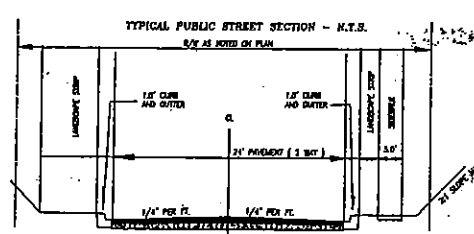
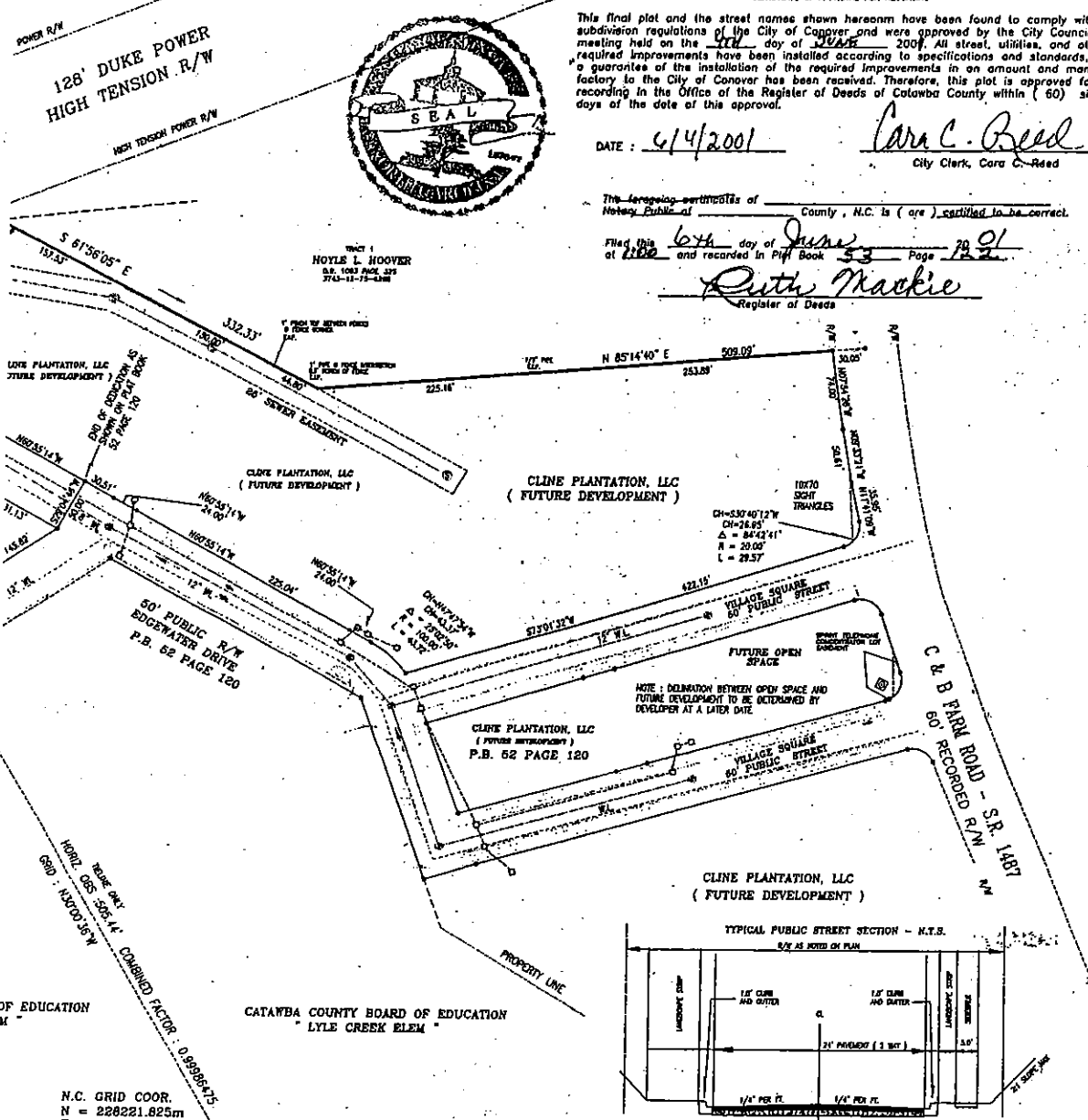
DATE: 6/4/2001

Cara C. Reed
City Clerk, Cara C. Reed

The foregoing certificate of Notary Public of _____ County, N.C. is (are) certified to be correct.

Filed this 6th day of June, 2001
at 2:00 and recorded in Plat Book 53 Page 122

Ruth Mackie
Register of Deeds



- EASEMENTS RESERVED
1. A 10' UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG ALL FRONT LOT LINES AND ALL SIDE LINES ALONG STREET R/W
 2. A 5' SIDE & REAR YARD UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG ALL OTHER LOT LINES
 3. ALL SEWER LINES EASEMENTS ARE MEASURED 12.5' ON EACH SIDE OF EXISTING SEWER LINE AS INSTALLED
 4. A DRAINAGE EASEMENTS ARE MEASURED 10' ON EACH SIDE OF DRAIN PIPE AS INSTALLED.

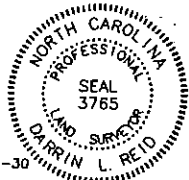
DARRIN L. REID, PLS
LAND SURVEYING AND PLANNING
1187 WALNUT ACRE DRIVE
HICKORY, N.C. 28608
888-284-8410

GENERAL NOTES:
- AREAS CALCULATED USING THE COORDINATE METHOD.
- ALL MEASUREMENTS ARE HORIZONTAL, UNLESS THOSE INDICATED AS GRID.
- THIS PROPERTY LIES WITHIN CONOVER'S PLANNING JURISDICTION, AND IS SUBJECT TO ITS APPLICABLE ORDINANCES AND REGULATIONS.

| LENGTH | TANGENT | CHORD | BEARING | DELTA |
|--------|---------|--------|-------------|-----------|
| 38.35 | 20.17 | 37.42 | N38°56'51"W | 43°56'47" |
| 76.70 | 40.35 | 74.83 | S38°56'51"E | 43°56'47" |
| 38.41 | 19.45 | 38.18 | S54°47'01"E | 22°00'28" |
| 46.78 | 23.83 | 46.36 | S30°22'37"E | 26°48'18" |
| 77.09 | 38.63 | 76.04 | N89°03'22"E | 32°42'58" |
| 20.73 | 10.39 | 20.71 | S70°11'12"E | 08°47'54" |
| 134.04 | 70.12 | 131.13 | S86°32'41"E | 41°30'52" |
| 41.59 | 22.20 | 40.30 | N32°46'00"W | 49°38'44" |

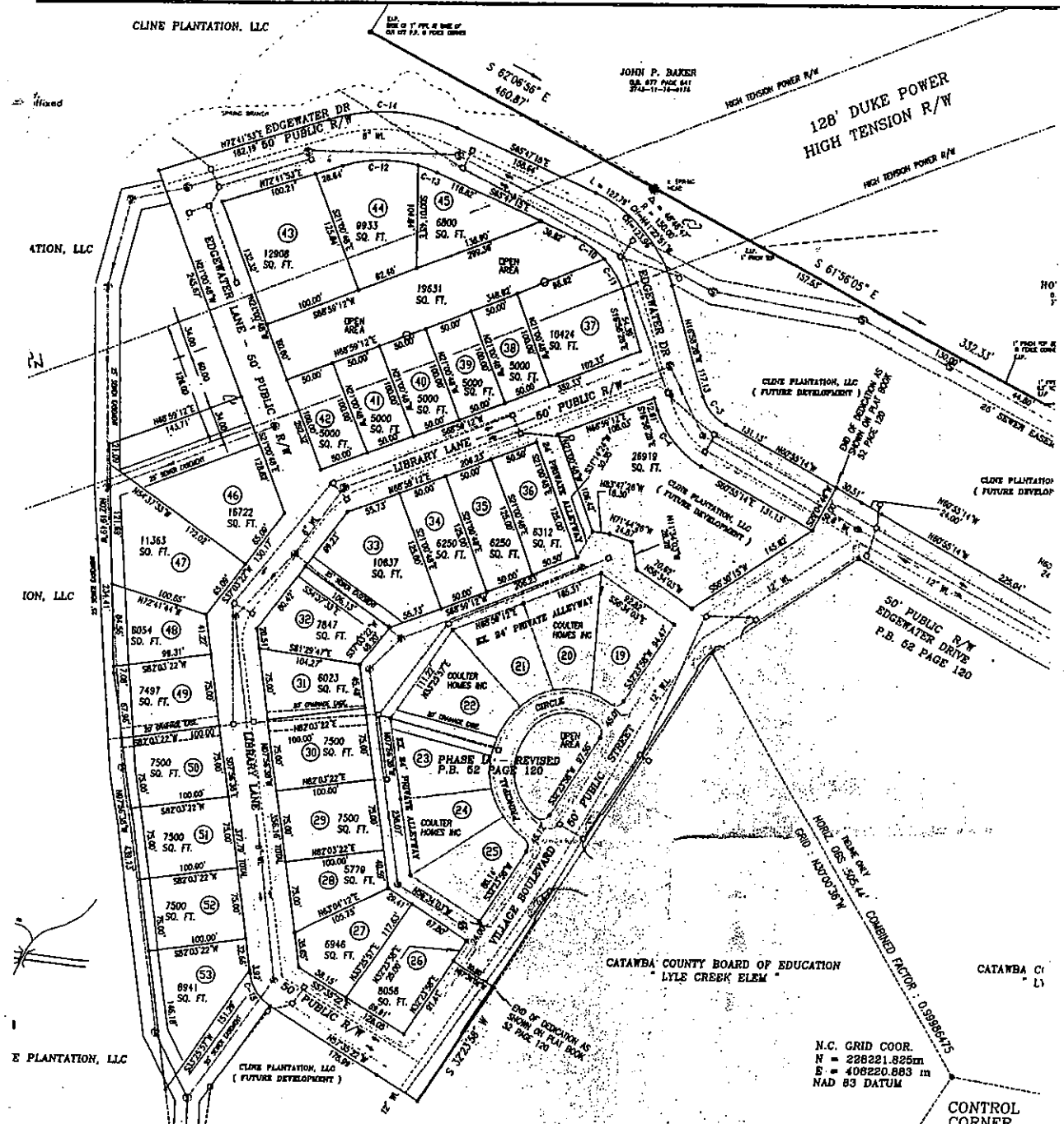
BEING A DIVISION OF AN EXISTING PARCEL OF LAND ENTITLED TO:
CLINE VILLAGE - PHASE 1B
OF CLINE PLANTATION

KEY ACCURACY
that this plat was drawn by me made by me (dead description Page _____); that the I are clearly indicated as drawn in D.B. Page _____ ion as calculated is 1: 10,000 +; red in accordance with the G.S. 47-30
April 2001



CLINES TOWNSHIP
SCALE: 1" = 100'
DATE: 3-25-2001
PHASE 1A RECORDED IN PLAT BOOK 52 PAGE 030
PHASE 1A REVISED RECORDED IN PLAT BOOK 52 PAGE 120
DEED BOOK REFERENCES: BK 621 PG 20
PIN 3743-15-63-2936
CATAWBA COUNTY, NORTH CAROLINA
DRAWN BY: D.L.R.
F.B. # 15
OWNER/DEVELOPER: CLINE PLANTATION, LLC
AGENT: ANDY WELLS
201 GOVERNMENT AVENUE S.W.

LEGEND

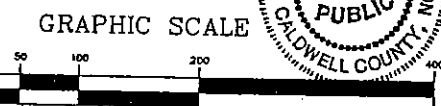


As described herein, which relates to the City of Conover, indicate to public use all open space, and easements to maintain all such areas public authority. All Property to be dedicated for any other use by the City of Conover.

BOBBY B. JACKSON
 NOTARY PUBLIC
 CATAWBA COUNTY, N.C.

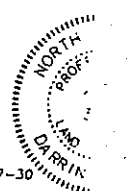
NORTH CAROLINA
 COUNTY OF CATAWBA
 I, Cindy B. Rushing, a Notary Public of the County and State of North Carolina, do hereby certify that Cindy B. Rushing personally came before me this day and acknowledged the execution that (she) is Secretary of COULTER HOMES, INC. a North Carolina Corporation and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by me as its Secretary, on this day of April, 2001.

NOTARY PUBLIC Cindy B. Rushing
 MY COMMISSION EXPIRES: 3/12/2004
 NOTARY PUBLIC
 CINDY B. RUSHING
 CALDWELL COUNTY, N.C.



| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DI |
|-------|---------|---------|---------|---------|-------------|------|
| C-3 | 50.00' | 38.35' | 20.17' | 37.42' | N38°56'51"W | 43°E |
| C-4 | 100.00' | 76.70' | 40.35' | 74.83' | S38°56'51"E | 43°E |
| C-10 | 100.00' | 34.41' | 19.45' | 38.18' | S54°47'01"E | 27°E |
| C-11 | 100.00' | 46.78' | 23.83' | 46.36' | S30°22'37"E | 25°E |
| C-12 | 135.00' | 77.09' | 39.63' | 76.04' | N69°03'22"E | 37°E |
| C-13 | 135.00' | 20.73' | 10.39' | 20.71' | S70°11'12"E | 08°E |
| C-14 | 185.00' | 134.04' | 70.12' | 131.13' | S66°32'41"E | 41°E |
| C-15 | 48.00' | 41.59' | 22.20' | 40.30' | N32°46'00"W | 45°E |

CERTIFICATE OF SURVEY ACCURACY
 I, Darrin L. Reid, certify that this plot was drawn by me from an actual survey made by me (as deeded description recorded in D.B. _____ Page _____); that the boundaries not surveyed are clearly indicated as drawn from information found in D.B. _____ Page _____; that the ratio of precision as calculated is 1:10,000 +/-; that this plot was prepared in accordance with the G.S. 47-30 as amended.
 Witness my hand and official seal on this day of April, 2001.



N.C. GRID COOR.
 N = 288221.825m
 E = 406220.883m
 NAD 83 DATUM

CONTROL CORNER

CLINE PLANTATION, LLC

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

R. S. WILLIAMS Review Officer of Catawba County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.
31 May 2001 Date R. S. WILLIAMS Review Officer

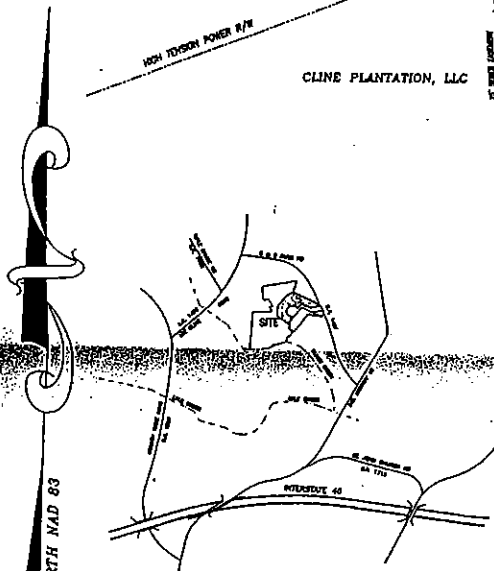
THE CITY OF CONOVER PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE CLINE VILLAGE - PHASE 1B SUBDIVISION. CLINE PLANTATION, LLC

5/15/01
DATE

David W. Williams
CITY OF CONOVER
PLANNING BOARD CHAIRMAN

HIGH TENSION POWER R/W
128' DUKE POWER
HIGH TENSION R/W
HIGH TENSION POWER R/W

CLINE PLANTATION, LLC



VICINITY MAP - NOT TO SCALE

CLINE PLANTATION, LLC

CERTIFICATE OF OWNERSHIP AND DEDICATION

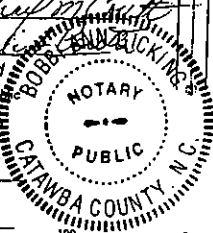
We hereby certify that we are the owners of the property described hereon, which property is located within the subdivision regulations jurisdiction to the City of Conover, that we hereby freely adopt this plan of subdivision and dedicate to public use all areas shown on this plat as streets, alleys, walks, parks, open spaces, and easements except those specifically labeled as private, and that we will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All Property shown hereon as dedicated for public use shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by the City of Conover Council in the public interest.

Cline Plantation, LLC
By: Michael M. Smith
OWNER MANAGER
* or assignee as set forth in Declarations

(NOTE: COULTER HOMES INC. SIGNATURE ACKNOWLEDGES ADICTION OF OPEN SPACE DEDICATION NOTE AT ENTRANCE OF PROJECT ONLY)

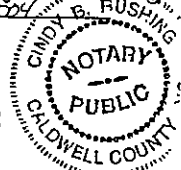
NORTH CAROLINA COUNTY OF CATAWBA
I, Bobbi Ann Glicking Notary Public of the County and State aforesaid, certify that W. Andrew Wells, Jr. Manager personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this the 03 day of April 2001

Bobbi Ann Glicking
NOTARY PUBLIC
My Commission Expires: 12/22/04



NORTH CAROLINA COUNTY OF CATAWBA
I, Cindy B. Rushing a Notary Public of the County and State aforesaid, certify that Michael M. Smith President of COULTER HOMES, INC. a North Carolina Corporation personally came before me this day and acknowledged the execution of the foregoing instrument and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by Michael M. Smith as its Secretary. Witness my hand and notarial seal this the 30 day of April 2001

NOTARY PUBLIC Cindy B. Rushing
MY COMMISSION EXPIRES: 3/1/2004



GRAPHIC SCALE

