

FILED
RUTH MACKIE

'00 JAN 24 AM 11 16

REGISTER OF DEEDS
CATAWBA CO., N. C.

Prepared by:
James M. Galther, Jr.
Galther, Gorham & Crone
Post Office Box 2507
Hickory, North Carolina 28603

NORTH CAROLINA

CATAWBA COUNTY

001827

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PIPER'S RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

made and entered into this 21st day of January, 2000, by Pipers
MMI, LLC, a North Carolina limited liability company (hereinafter referred to as the
"Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situate in the City of
Conover, Catawba County, North Carolina, which has been subdivided into lots, as shown
on the plat of "Piper's Ridge Phase 1" (hereinafter sometimes referred to as "subdivision")
recorded in Plat Book 49 at Page 108, in the Office of the Register of Deeds for
Catawba County, North Carolina, reference to which is hereby made for greater certainty
of description; and

WHEREAS, the Declarant intends to convey the Lots as shown on said plat for the
purpose of placing single family dwellings thereon to various persons or entities, subject to
certain restrictive and protective covenants and conditions which are deemed to make the
subdivision more desirable and to be for the benefit of all those who acquire title to any
one or more of said Lots to the end that the restrictive and protective covenants and
conditions herein set out shall inure to the benefit of each person or entity which may

acquire title to any or all of said Lots and which shall be binding upon each such person or entity to whom or to which the said Declarant may hereinafter convey any of said Lots; and

WHEREAS, the Declarant owns additional real property appurtenant to the above-described real property which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which may be annexed by the Declarant in its discretion as herein provided.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the real property described on Plat Book 49 at Page 108, Catawba County Registry, shall be held, sold, encumbered and conveyed subject to the following easements, covenants, conditions, and restrictions, 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 A attached hereto which shall be annexed by the Declarant in its discretion as herein provided, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, 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.

**THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:**

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-referenced plat; provided, however, that the owner of all of a numbered parcel on said plat may combine with such numbered parcel, parts, or portions of another numbered parcel or parcels, and the aggregate shall be

considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions.

2. **Land Use and Building Type.**

- a. Except for a Lot which the Declarant might designate for recreational purposes to serve the subdivision, each of the numbered Lots shown on the foregoing plat shall be used for single family residential purposes only and no part of any of said Lots shall be used for any other purposes. No trade or business shall be carried on upon any Lot.
- b. Modular housing units may be placed on a Lot on a permanent foundation and used as a single-family residence. Singlewide and doublewide manufactured housing units may not be placed on any Lot. This provision shall not prohibit the Declarant from constructing a sales or construction office on any Lot during the construction phase of the subdivision. Additionally, this provision shall not prohibit the Declarant or its successors from constructing units or condominium buildings on appurtenant property owned by the Declarant and designated for multi-family dwellings.
- c. No Lot or any portion of a Lot shall be used for a street or a roadway to provide access to any adjoining property unless the same is owned by the Declarant.

3. **Dwelling Size.** Each dwelling constructed on a Lot within the subdivision or any modular home placed on a Lot other than a sales or construction office erected by the Declarant shall have at least 1,100 square feet of heated area, exclusive of porches, garages and storage areas. In addition, the roof of each modular unit or dwelling must have a pitch of six (6) inches rise in twelve (12) inches of distance.

Single and double garages are permitted, provided they are of the same architectural design as the principal dwelling. Garages may be detached from the dwelling.

4. **Accessory Buildings.** In addition to a detached garage, one accessory building of the same architectural design as the principal residence, not to exceed 200 square feet in size, may be constructed on the rear of each Lot.
5. **Dwelling Quality.** All dwellings, garages, and accessory buildings shall be constructed of material of good grade, quality, and appearance. All construction shall be performed in a good and workmanlike manner and be regular and continuous until completion. The exterior construction of any dwelling, garage or accessory building shall be of vinyl siding, brick, synthetic stucco, or rock. The exterior construction shall not consist of imitation brick, stoneroll siding, or concrete blocks.
6. **Architectural Review.** Any dwelling constructed on a Lot shall be approved by an Architectural Review Committee designated by the Developer/Owner.
7. **Building Setback.** No dwelling shall be located on any Lot nearer the front Lot line or nearer the side-street line than the minimum building setback lines as shown on the recorded plat. Any accessory building shall not be located on any Lot nearer than the side Lot line requirement set forth in the City of Conover Zoning Ordinances. It is provided, however, that eaves, steps, stoops, and open porches shall not be considered a part of the dwelling for purposes of interpreting this paragraph of this Declaration.
8. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten (10) feet of each of the aforesaid Lots. A drainage and utility easement five (5) feet in width is reserved along each side line of each Lot. Additional drainage easements and utility

easements are reserved as more particularly shown and delineated on the recorded plat of the subdivision. Within said easements so reserved, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance or utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

The Declarant further reserves a fifteen (15) foot landscaping easement across the front of each lot, including the right of ingress, regress, and egress across the same, for the purpose of permitting the Declarant to plant and maintain trees across the front portion of each Lot pursuant to a uniform scheme of development. No one shall be permitted to cut, prune, or remove any tree planted by the Declarant within said easement without prior approval of the Declarant.

9. Garbage and Refuse Disposal and Fuel Tanks. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash, or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in covered sanitary containers. Covered waste receptacles as well as fuel tanks shall be permanently situated so that the same shall not be visible from any street or other residence. Each Lot owner shall be responsible for arranging for the removal of household garbage from the Lot until such time as a municipality assumes responsibility for removing said garbage.
10. Fences, Clotheslines, and Basketball Goals. Fences must be situated at the rear of the dwelling and may not extend or be closer to the street than the back rear corners of the dwelling or nearer that 25 feet to a side street property line.

Clotheslines are not permitted. Basketball goals are permitted on individual lots by will not be allowed on any development street or cul-de-sac

11. **Antennas and Receiving Units.** Radio and television aerials or antennae are not permitted to be installed on any Lot or dwelling. Satellite receiving units or satellite dishes in excess of 24" in diameter are not permitted within the subdivision. Any satellite receiving unit under 24" or less in diameter must be affixed to the rear portion of the dwelling.
12. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of one (1) ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision.
13. **Swimming Pools.** Above-ground swimming pools may not be installed or maintained on any Lot. A Lot owner may construct an in ground pool provided that the same is located in the rear portion of said Lot.
14. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than four (4) square feet in size which extends no more than three (3) feet above the surface of the ground advertising the property for sale or rent and signs used by a builder, lending agency, or real estate brokerage firm during the construction and sales period are permissible.
15. **Utilities.** All permanent telephone or electrical service and other utility service lines shall be buried at the expense of each Lot owner from the service junction to

the Lot owner's dwelling or accessory building. Each Lot owner shall be required to tap on and use the public water and sewage system available to the Lots within the subdivision.

16. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other household pets may be kept providing they are not kept, bred, or maintained for commercial purposes. All dogs must be kept on a leash and each owner thereof shall comply with the leash law as adopted by Catawba County or such other governmental authority.
17. **Time.** These restrictions shall remain in force and effect until January 21, 2025, at which time they will automatically renew themselves for a 10 year term unless a majority of the then owners of the Lots in the subdivision decide by a majority vote to amend or terminate these restrictions. An amendment or termination to these restrictions on a date other than January 21, 2025 shall require approval of three-fourths of all owners of the Lots within the subdivision.
18. **Manner of Annexation.** Annexations of any additional property owned by the Declarant shall be effected by the recording of a plat of the real property to be annexed along with a Supplemental Declaration that shall describe the real property being annexed. Said Supplemental Declaration shall 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 subdivision as fully as if such annexed area or areas were part of the subdivision on the date of recording of this Declaration.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its president, attested by its secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

PIPERS MMI, LLC,
a North Carolina limited liability company

By: CPG Investment Group, Inc.
a North Carolina corporation

By: [Signature]
G. Mark Huffman, President



[Signature]
Fredrick A. Causby, Secretary

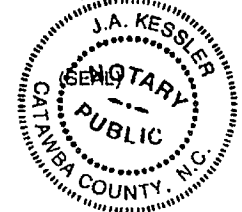
By: Pruitt and Huntley, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Howard L. Pruitt, Manager

By: [Signature] (SEAL)
Robert P. Huntley, Manager

State of North Carolina
County of Catawba

I, J.A. Kessler a Notary Public of the County and State aforesaid, do hereby certify that Howard L. Pruitt and Robert P. Huntley, personally appeared before me this day and acknowledged that they are Managers of Pruitt and Huntley, LLC, a North Carolina limited liability company which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and by authority duly given and as the act of Pruitt and Huntley, LLC, as Manager, they acknowledge the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 21st day of January, 2000.



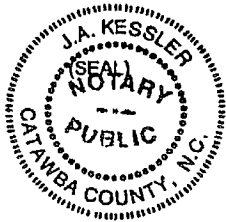
[Signature]
Notary Public

My commission expires: 2/17-2003

State of North Carolina

County of Catawba

I, J.A. Kessler, a Notary Public of the County and State aforesaid, do hereby certify that Fredrick A. Causby personally came before me this day and acknowledged that he is Secretary of CPG Investment Group, Inc., a North Carolina corporation, which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, as Manager, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Fredrick A. Causby as its Secretary. Witness my hand and official stamp or seal, this 21st day of January, 19 2000.



J.A. Kessler
Notary Public

My commission expires: 12-17-2003

NORTH CAROLINA-CATAWBA COUNTY

The foregoing certificate(s) of J.A. Kessler, Notary Public of Catawba County, N.C. are certified to be correct. This instrument was presented for registration this 24th day of January, 2000 at 11:16 A.M., and recorded in the office of the Register of Deeds of Catawba County, N.C., in Book 2188 at Page 1662.

Ruth Mackie
RUTH MACKIE, REGISTER OF DEEDS pwa

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

Prepared by and Return to:
James M. Galtner, Jr.
Galtner, Gorham & Crone
Post Office Box 2507
Hickory, North Carolina 28603

FILED
RECORDS
100 JUN 13 11 3 37
CATAWBA COUNTY

NORTH CAROLINA
CATAWBA COUNTY

017107

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PIPER'S RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made and entered into this 29th day of June, 2000, by and between Pipers MMI, LLC, a North Carolina limited liability company; Hayes Construction, LLC, a North Carolina limited liability company; RMR Construction Co., Inc., a North Carolina corporation; and Kenneth R. Erickson, all of Catawba County, North Carolina.

WITNESSETH:

WHEREAS, Pipers MMI, LLC, entered into a Declaration of Covenants, Conditions, and Restrictions dated January 21, 2000, recorded in Book 2188, Page 1662, Catawba County Registry, concerning the development of Piper's Ridge Phase 1, which is recorded in Plat Book 49 at Page 108, Catawba County Registry, to which reference is hereby made for a more particular description of said property; and

WHEREAS, the above parties are owners in fee simple of certain real property situate in the City of Conover, Catawba County, North Carolina, by virtue of Warranty Deeds recorded in Book 2163, Page 1287, Book 2185, Page 56, Book 2180, Page 810, and Book 2210, Page 694, Catawba County Registry, to which reference is hereby made for a more particular description of said property; and

WHEREAS, the above-mentioned parties desire to amend Section 7 of the said Declaration of Covenants, Conditions and Restrictions, prior to conveying and for the purposes set forth in the Declarations.

NOW, THEREFORE, the above mentioned parties, for themselves, their successors and assigns, and for their future grantees, their heirs and assigns, declare that the real property described in and subject to the Declarations recorded in Book 2188, Page 1662, Calawba County Registry, and as amended hereto, is and shall be owned and conveyed subject to the Declarations and this First Amendment to the Declarations, said Amendment being set forth below:

Section 7, Building Setback, shall be deleted in its entirety and the following paragraph substituted in its place:

7. Building Setback. Any and all buildings shall not be located on any Lot nearer than the Lot line requirements set forth in the City of Conover Zoning Ordinances.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

20

PIPERS MMI, LLC,
a North Carolina limited liability company

By: CPG Investment Group, Inc.
a North Carolina corporation

By: *Jeffrey J. Gray*
Jeffrey J. Gray, Vice President

ATTEST:

Fredrick A. Causby
Fredrick A. Causby, Secretary

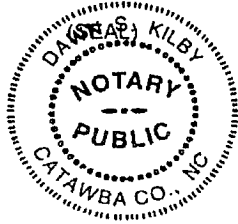
State of North Carolina

County of Catawba

I, Dawn S. Kilby, a Notary Public of the County and State aforesaid, do hereby certify that Fredrick A. Causby personally came before me this day and acknowledged that he is Secretary of CPG Investment Group, Inc., a North Carolina corporation, which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, as Manager, the foregoing instrument was signed in its name by its Vice President, and attested by Fredrick A. Causby as its Secretary. Witness my hand and official stamp or seal, this 29 day of June, 2000.

Dawn S. Kilby
Notary Public

My commission expires: 08/16/03



By: Pruitt and Huntley, LLC,
a North Carolina limited liability company

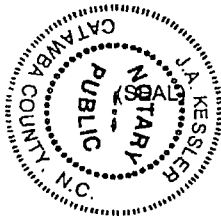
By: [Signature] (SEAL)
Howard L. Pruitt, Member

By: [Signature] (SEAL)
Robert P. Huntley, Member

State of North Carolina

County of Catawba

I, [Signature] Notary Public of the County and State aforesaid, do hereby certify that Howard L. Pruitt and Robert P. Huntley, personally appeared before me this day and acknowledged that they are Members of Pruitt and Huntley, LLC, a North Carolina limited liability company which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and by authority duly given and as the act of Pruitt and Huntley, LLC, as Manager, they acknowledge the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 29th day of June, 2020



[Signature]

Notary Public

My commission expires: 04-17-2023

Hayes Construction, LLC,
a North Carolina limited liability company

By: Brent E. Hayes, mbr (SEAL)
Brent E. Hayes, Member/Manager

State of North Carolina

County of Catawba

I, a Notary Public of the County and State aforesaid, do hereby certify that Brent E. Hayes, personally appeared before me this day and acknowledged that he is Member/Manager of Hayes Construction, LLC, a North Carolina limited liability company and by authority duly given and as the act of Hayes Construction, LLC, he acknowledges the due execution of the foregoing instrument.

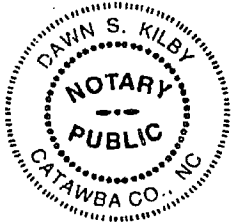
Witness my hand and official stamp or seal this 29 day of June
18 2000

Dawn S. Kilby
Notary Public

Notary Public

My commission expires: 08/16/03

(SEAL)



RMR Construction Co., Inc.
a North Carolina corporation

By: 
Richard Matthews, President

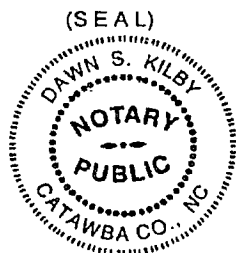
STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, a Notary Public for said County and State, do hereby certify that Richard Matthews personally came before me this day and acknowledged that he is President of RMR Construction Co., Inc., a North Carolina corporation and acknowledged, on behalf of RMR Construction Co., Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of June, 2000.


Notary Public

My commission expires: 08/16/03



2000

Kenneth R. Erickson (SEAL)
Kenneth R. Erickson

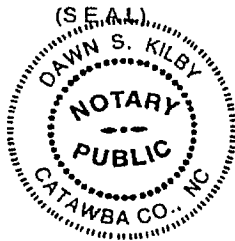
STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, a Notary Public for said County and State, do hereby certify that Kenneth R. Erickson personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of June, 2000.

Dawn S. Kilby
Notary Public

My commission expires: 08/16/03



STATE OF NORTH CAROLINA CATAWBA COUNTY
The foregoing certificates of Dawn S. Kilby and J.A. Kessler, Notaries Public of Catawba County, N.C. are certified to be correct. This instrument was presented for registration this 29th day of June, 2000 at 3:37 P.M. and duly recorded in the office of the Register of Deeds of Catawba County, N.C. in Book 2213 at Page 972.

Ruth Mackie
RUTH MACKIE - REGISTER OF DEEDS, ^{igs}
By Rita Beaver, Asst.

✓ Drawn by and Return to:
Veronica M. Guarino
GAITHER, GORHAM & CRONE
Post Office Box 2507
Hickory, NC 28603

FILED
NOTARIAL PUBLIC
2000 NOV 1 PM 1 16

REGISTER OF DEEDS
CATAWBA CO., N.C.

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

029524

BOOK 2233 PAGE 1422

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made of the 31st day of October, 2000 by
PIPERS MMI, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions (Declaration) dated January 21, 2000, and recorded in the Register of Deeds of Catawba County, North Carolina, in Deed Book 2188 at Page 1662, Catawba County Registry; and a First Amendment thereto filed in Deed Book 2213 at Page 972, Catawba County Registry; and

WHEREAS, said Declaration stated that Declarant owns additional real property appurtenant to Phase I and more particularly described in Exhibit "A". That Exhibit "A" was inadvertently left off the original Declaration but the original Declaration was re-recorded in Book 2233, at Page 1411 ("Re-recorded Declaration"), Catawba County Registry; and

WHEREAS, said Re-recorded Declaration provided that all property described in Phase I, Plat Book 49 at Page 108 and subsequent portions or portions of real property described in Exhibit "A" which shall be annexed by the Declarant in its discretion as herein provided, shall be held, sold and conveyed subject to the easements, covenants, restrictions, and conditions set forth therein, which are for the purpose of protecting the value and desirability of, and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof; and

WHEREAS, Paragraph 18 of the Re-recorded Declaration provides for annexation of additional property owned by the Declarant, and

WHEREAS, the Declarant has elected to annex an additional portion of property described in Exhibit "A" of said Re-recorded Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" attached hereto and incorporated herein by reference and shown on Plat of Piper's Ridge, Phase 2, filed in Plat Book 51 at Pages 138-139, in the Office of the Register of Deeds for Catawba County, will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of said Declaration, Re-recorded Declaration and First Amendment thereto, as it may be amended from time to time as therein provided. Upon the recording of this Supplemental Declaration said annexed area shall become a part of the Piper's Ridge Subdivision and known as Phase 2.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this within instrument to be executed by its duly authorized officers and its corporate seal affixed this 31st day of October, 2000.

[Large stylized watermark text: WEDS]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

By: CPG Investment Group, Inc.
a North Carolina corporation, Manager

By: [Signature]
G. Mark Huffman, President

By: [Signature]
Jeffrey J. Gray, Vice President

By: Pruitt and Huntley, LLC,
a North Carolina limited liability company,
Manager

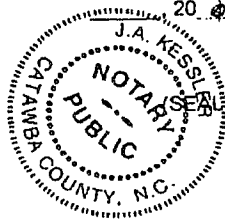
By: [Signature] (SEAL)
Howard L. Pruitt, Manager

By: [Signature] (SEAL)
Robert P. Huntley, Manager

State of North Carolina
County of Catawba

I, [Signature], a Notary Public of the County and State aforesaid, do hereby certify that Howard L. Pruitt and Robert P. Huntley, personally appeared before me this day and acknowledged that they are members of Pruitt and Huntley, LLC, a North Carolina limited liability company which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and by authority duly given and as the act of Pruitt and Huntley, LLC, as Manager, they acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 25 day of October
2004.



[Signature]
Notary Public

My commission expires: 12-17-2003

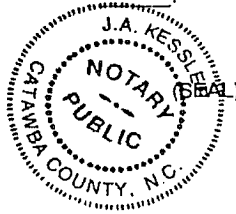
State of North Carolina

BOOK 2233 PAGE 1425

County of Catawba

I, J.A. Kessler, a Notary Public of the County and State aforesaid, do hereby certify that G. Mark Huffman, President, and Jeffery J. Gray, Vice President, of CPG Investment Group, Inc., a North Carolina corporation, which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 31st day of October, 2008



J.A. Kessler
Notary Public

My commission expires: 08-17-2013

W
E
B

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY
By _____ Deputy/Assistant-Register of Deeds.

LEGAL DESCRIPTION
PIPERS MMI, LLC

BOOK 2233 PAGE 1426

BEING ALL OF Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 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, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, and 95 of Piper's Ridge, Phase 2, according to a plat of the same recorded in Plat Book 51 at Pages 138 and 139, Catawba County Registry, to which plat reference is made for greater certainty of description.

STATE OF NORTH CAROLINA, CATAWBA COUNTY

The foregoing certificates of J. A. Kessler, a Notary Public of Catawba Co, N.C. are certified to be correct. Filed this 1st day of November, 2000 at 1:16 P.M. and duly recorded in the office of the Register of Deeds of Catawba Co, N.C. in Book 2233, Page 1422.

Ruth Mackie
RUTH MACKIE, REGISTER OF DEEDS

rsb

NOV 20 2000

Return to / Drawn by:
Veronica M. Guarino, P.C.
P. O. Box 2923
Hickory, NC 28603 ✓

BOOK 2350 PAGE 1436

INDEX
RUTH H. LORIE

002 MAR 28 AM 10 15

RECORDED
CATAWBA COUNTY, N.C.

NORTH CAROLINA

CATAWBA COUNTY

010639

SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PIPER'S RIDGE

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PIPER'S RIDGE is executed this 1st day of December, 2001, by PIPERS MMI, LLC, a North Carolina limited liability company, hereinafter referred to as "Developer", and the undersigned Lot Owners set forth below, hereinafter referred to as the "Lot Owners".

WITNESSETH:

WHEREAS, the Developer and Lot Owners are seized of certain tracts or parcels of real property situated in the City of Conover, County of Catawba, North Carolina, which has been subdivided into Lots as shown and described on the Maps or Plats prepared by Darrin Reid, RLS and entitled "Piper's Ridge", copies of which are recorded in the Catawba County Registry in Plat Book 49 at Page 108, Plat Book 51 at Page 121, Plat Book 51 at Pages 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, and Plat Book 53 at Page 114; and

WHEREAS, the Developer and Lot Owners previously subjected the foregoing Lots as shown in Plat Book 49 at Page 108, Plat Book 51 at Page 121, Plat Book 51 at Pages 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, and Plat Book 53 at Page 114, to various Declarations of Covenants, Conditions and Restrictions as supplemented and amended in those certain instruments recorded in the Catawba County Registry in Book 2188 at Page

1662, re-recorded in Book 2233 at Page 1411; Book 2213 at Page 972; and Book 2233 at Page 1422; and

BOOK 2350 PAGE 1437

WHEREAS, the undersigned own at least three-fourths (3/4's) of the Lots within Phase I and Phase II of the subdivision; and

WHEREAS, pursuant to Paragraph 17 of the original Declaration recorded in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411, "*An amendment or termination to these restrictions (on a date other than January 21, 2025) shall require approval of three-fourths of all Owners of the Lots within the subdivision*"; and

WHEREAS, the undersigned, developer and Lot Owners own at least three-fourths (3/4's) of the Lots shown on the above referenced Plats and have agreed to this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Piper's Ridge recorded in Book 2188 at Page 1662, rerecorded in Book 2233, Page 1411, first amendment recorded in Book 2213, Page 972 and supplemented in Book 2233, Page 1422, and as set forth below; and

WHEREAS the undersigned, developer and Lot Owners of at least three-fourths (3/4's) of all the Lots shown on the foregoing recorded Plats, believe it is in the best interest of themselves, as well as each and every person who owns or shall hereinafter purchase and acquire any Lot within the subdivision to impose this Second Amendment to Declarations of Covenants, Conditions and Restrictions which shall be binding upon all the signers herein their successors, heirs, and assigns and on future grantees, their successors, heirs and assigns.

NOW, THEREFORE the undersigned, Developer and Lot Owners of at least three-fourths (3/4's) of all the Lots within Phase I and Phase II of the Piper's Ridge Subdivision as shown on Plat Book 49 at Page 108, Plat Book 51 at Page 121, Plat Book 51 at Pages 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, and Plat Book 53 at Page 114, do hereby declare for itself, themselves, successors, heirs and assigns and for its future grantees, their successors, heirs and assigns that the real property described in and subject to

the Declaration of Covenants, Conditions and Restrictions for Piper's Ridge and Supplement and Amendment thereto recorded in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411; Book 2213 at Page 972; and Book 2233 at Page 1422, is and shall be owned and conveyed subject to the Declarations, First Amendment to Declaration, Supplement to Declaration and to this Second Amendment to the Declaration, said Second Amendment being set forth below:

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PIPER'S RIDGE**

- By amending Paragraph 4 as it appears in Deed Book 2188, Page 1662, re-recorded in Book 2233, Page 1411, as follows:

4. **Accessory Buildings.** In addition to a detached garage, one accessory building of the same architectural design as the principal residence, not to exceed 200 square feet in size, may be constructed on the rear of each Lot. The plans and architectural design of the accessory building must be approved by the Architectural Review Committee prior to construction. All accessory buildings shall conform to the architecture of the principal dwelling constructed from new materials and the same shall be located at the rear of the dwelling constructed on the Lot. Under no circumstances shall an accessory building be used for any business or commercial use or contain any use that would be an annoyance or nuisance to the surrounding Lot Owners or in any way detract from the appearance of the subdivision.

- By amending Paragraph 10 as it appears in Deed Book 2188, Page 1662, re-recorded in Book 2233, Page 1411, as follows:

10. **Fences, Clotheslines, and Basketball Goals.** Fences must be situated at the rear of the dwelling and may not extend or be closer to the street than the back rear corners of the dwelling or nearer than 25 feet to a side street property line. Clotheslines are not permitted. Basketball goals are permitted on individual lots but will not be allowed on any development street or cul-de-sac. Chain link dog pens are not permitted on any Lot.

- Paragraph 17 as it appears in Deed Book 2188, Page 1662, re-recorded in Book 2233, Page 1411, is deleted in its entirety and the following inserted in lieu thereof:

17. **Duration.** All of the covenants, restrictions and servitudes set forth herein shall run with the land. An Owner affected hereby, by accepting the deed to such premises, accepts the same subject to said covenants, restrictions and servitudes and agrees for himself, his heirs, legal representatives, administrators, and assigns to be bound by each of said covenants, restrictions, and servitudes jointly, separately, and severally. These covenants shall be in effect until January 1, 2025, and shall be automatically extended for successive periods of ten (10) years each unless the Owners of at least seventy-five percent (75%) of the then record Owners of the Lots subject to the terms of these restrictions and covenants agree to terminate or modify the same in a written instrument which shall be executed and recorded in the Catawba County, North Carolina, Public Registry at any time prior to the expiration of said term or any succeeding ten-year period.

- By adding to the Declarations as Paragraphs 19, 20, 21, 22, 23, 24, 25 and 26 the following:

19. **On Street Parking.** On street parking is not permitted and all of the Owners' vehicles shall be parked or kept in the driveway, carport or garage on the Owner's Lot.

20. **Lot Appearance.** Every Lot Owner must keep the Owner's Lot well groomed and maintained after completion of construction. Lot Owners shall be responsible for the grass area along the street right-of-way line up to the paved road surface. In the event any Lot Owner does not maintain the Owner's Lot in a neat and orderly condition, the Architectural Review Committee may, after ten days written notice, arrange for the removal of any debris and any unsightly object and charge the specific property Owner for the cost of such removal. This includes removal of any overgrowth on an undeveloped Lot. All charges levied against a specific property Owner shall constitute a lien against said property.

21. **Setback Violations.** The Architectural Review Committee shall have full authority and power at any time in the future to amend this Declaration of Covenants so as to make them inapplicable to unintentional violations of a minor nature. Any unintentional violation of the setback line requirements of not more than fifteen percent (15%) shall be considered of a minor nature. In addition, the Architectural Review Committee shall have the power to and may allow reasonable variances and adjustments to the Declaration of Covenants in order to overcome practical difficulties and prevent unnecessary hardships. Any variance granted by the Architectural Review Committee must be reduced to writing and signed by the Lot Owner and by all of the representatives of the

Architectural Review Committee. A copy of this variance shall be recorded in the Office of the Register of Deeds for Catawba County.

22. **Covenants for Maintenance, Security Assessments, and Association.** The undersigned, being record Owners of at least three-fourths (3/4) of Lots within Phase 1 and Phase 2 of the Subdivision hereby incorporate by reference and in its entirety all the terms and provisions of NCGS § 47F entitled "The North Carolina Planned Community Act". The name of the Owner's Association under this Act shall be "Piper's Ridge Owners Association, Inc."
23. **Approval to Build.** Prior to the commencement of construction of any dwelling, detached garage, carport or accessory building, a Lot Owner and/or the Lot Owner's contractor shall submit for review and approval by the Architectural Review Committee, the following items: construction plans and specifications, a detailed site plan showing all of the proposed improvements including, but not limited to, the location of the dwelling, the driveways, the exterior color scheme and the roof selection. All proposed construction must be in harmony with the external design of existing and proposed structures and the proposed dwelling and other improvements must compliment other dwellings within the subdivision. The main purpose of the Architectural Review Committee is to insure a quality of design and to enhance and protect the value, desirability and attractiveness of all Properties within the subdivision for the benefit of all property Owners.
- Plans, specifications and materials for modular housing units to be placed on a permanent foundation within the subdivision and plans, specifications and materials for dwelling to be constructed on a Lot within the subdivision must be submitted to the Architectural Review Committee in duplicate and one copy shall

be retained by the Architectural Review Committee for further reference. A representative of the Architectural Review Committee shall advise the applicant of its decision in writing within ten (10) business days from receipt of a completed duplicate set of the plans, specifications and other documents which are submitted to the Architectural Review Committee for its review.

The Architectural Review Committee shall initially consist of two (2) members both of who shall be representatives or employees of Pipers MMI, LLC. The Architectural Review Committee shall have the right to establish and levy a fee to cover the Committee's cost for reviewing the plans and/or specifications as outlined herein, and to cover the Committee's cost of employing an architectural consultant for assistance in reviewing the documents should the Committee deem the same to be necessary.

The purpose of the Architectural Review Committee is:

- a. To approve all building plans, including complete construction drawings of any proposed dwelling, garage, carport or other accessory building to be constructed on any Lot within the subdivision.
- b. To approve the site plan and the exact location of the proposed dwelling on a specific Lot as well as the location of the driveways serving as a means of access to the proposed dwelling.
- c. To approve the plans for any proposed remodeling or alteration to the exterior of an existing dwelling or accessory building.
- d. To approve all aspects of the outward appearance of the proposed dwelling as well as any accessory building to be constructed on a Lot.

e. To carry out all other duties as set forth in this Agreement.

After the term of the initial members expire as set forth herein, a majority of the members of the Architectural Review Committee shall constitute a quorum of the Committee, and the quorum of the members of the Committee shall be empowered to make all decisions which shall be by a simple majority vote. The initial members comprising the Architectural Review Committee shall serve for a period of five (5) years or until the proposed subdivision is completed, whichever event occurs last. In the event the proposed subdivision is completed before the five (5) year term, the initial members shall resign. Thereafter, Committee members shall be appointed each year in October at a meeting of the Lot Owners called for the purpose of electing members to the Committee. Members shall be selected by a simple majority of the Lot Owners within the subdivision.

In the event of a death or resignation of any member serving on the Architectural Review Committee during the initial term, Pipers MMI, LLC shall have full authority to designate a successor.

A majority of the members of the Architectural Review Committee may appoint a representative to act on their behalf and the members of the Architectural Review Committee and/or their designated representative shall serve without compensation.

24. **Amendments.** In addition to the provisions in Paragraph 21 above, any or all of the provisions of these Restrictions and Covenants may be annulled, amended, or modified at any time by the filing in the Catawba County, North Carolina, Public Registry of an instrument setting forth such annulment, amendment or

modification and the same shall be effective provided such annulment, amendment or modification is executed by at least seventy-five percent (75%) of the then record Owners of the Lots subject to the terms of these Restrictions and Covenants.

25. Violations. In the event a Lot Owner or any Lot Owner's heirs, successors and assigns violate or attempt to violate any of the terms and conditions contained herein, it shall be lawful for any person or persons owning real estate covered by this instrument, individually or in conjunction with the Architectural Review Committee to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent the individual or entity from violating said covenant or to receive damages or such other relief as the Court may deem proper, including reasonable attorney's fees for the prosecution of such action.

26. Invalidity of a Provision. The invalidation of any covenant or building restriction herein set forth by any Court shall in no way affect any other provisions herein which shall continue to remain in full force and effect until modified or altered, amended or deleted as provided above.

27. Captions. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of the Declaration and do not in any way limit or amplify the terms or provisions.

IN WITNESS WHEREOF the undersigned, being the Developer and Lot Owners herein, has caused this within instrument to be executed by its duly authorized officers and its corporate seal affixed this 15th day of December, 2001

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PIPERS MMI, LLC, a North Carolina limited liability company

By: CPG Investment Group, Inc.,
a North Carolina corporation, Manager

By: *G. Mark Huffman*
G. Mark Huffman, President

By: *Jeffrey J. Gray*
Jeffrey J. Gray, Vice President

By: Pruitt and Huntley, LLC,
a North Carolina limited liability company, Manager

By: *Howard L. Pruitt*
Howard L. Pruitt, Member

By: *Robert P. Huntley*
Robert P. Huntley, Member

W
3
0

Michael Shannon (SEAL)
Michael Shannon

Hung Nguyen (SEAL)
Hung Nguyen

Randall C. Shull (SEAL)
Randall C. Shull

Nimesh Shah (SEAL)
Nimesh Shah

Brian A. McDaniel (SEAL)
Brian A. McDaniel

Jennifer Bowers Lingle (SEAL)
Jennifer Bowers Lingle

Charles John Reitzel III (SEAL)
Charles John Reitzel, III

Hilda M. Holland (SEAL)
Hilda M. Holland

Lisa D. Williams (SEAL)
Lisa D. Williams

Julie A. Egbert (SEAL)
Julie A. Egbert

C. Jeffrey Pearce (SEAL)
C. Jeffrey Pearce

Dayton D. Webb (SEAL)
Dayton D. Webb

Ronald Andrade (SEAL)
Ronald Andrade

Terri Andrade (SEAL)
Terri Andrade

W
E
B

Kelly D. Carey (SEAL)
Kelly D. Carey

Gregory R. Huffman (SEAL)
Gregory R. Huffman

Karen Ellis (SEAL)
Karen Ellis

Alesia Boggs (SEAL)
Alesia Boggs

Gregory Sodia (SEAL)
Gregory Sodia

Susan Knowles (SEAL)
Susan Knowles

Melissa Johnson (SEAL)
Melissa Johnson

Kevin Sherrill (SEAL)
Kevin Sherrill

Bishop Jackson (SEAL)
Bishop Jackson

Poonam Isarani (SEAL)
Poonam Isarani

W
E
B

George W. Cox, Jr. (SEAL)
George W. Cox, Jr.

Chrystal N. DeHart (SEAL)
Chrystal N. DeHart

Lisa M. Webster (SEAL)
Lisa M. Webster

Andrea Cavanagh (SEAL)
Andrea Cavanagh

Lynn Huffman (SEAL)
Lynn Huffman

Kimberly Boyd (SEAL)
Kimberly Boyd

George Ward (SEAL)
George Ward

Rebecca Ward (SEAL)
Rebecca Ward

_____ (SEAL)

_____ (SEAL)

W
E
B

State of North Carolina

BOOK 2350 PAGE 1449

County of Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, do hereby certify that Howard L. Pruitt and Robert P. Huntley, personally appeared before me this day and acknowledged that they are Members of Pruitt and Huntley, LLC, a North Carolina limited liability company which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, and by authority duly given and as the act of Pruitt and Huntley, LLC, as Manager, they acknowledge the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 27 day of March, 2007.

Melanie G. Johnson
Notary Public

My commission expires: 10-28-2008



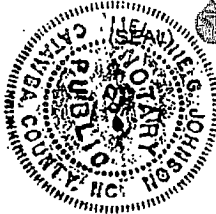
State of North Carolina

County of Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, do hereby certify that G. Mark Huffman, President, and Jeffery J. Gray, Vice President, of CPG Investment Group, Inc., a North Carolina corporation, which is a manager of Pipers MMI, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company. Witness my hand and official stamp or seal, this 27 day of March, 2007.

Melanie G. Johnson
Notary Public

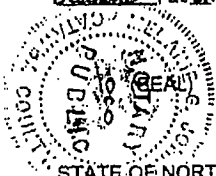
My commission expires: 10-28-2008



1449

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Michael Shannon personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.

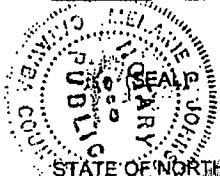


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Hung Nguyen personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Randall Small personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Nimish Shah personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.

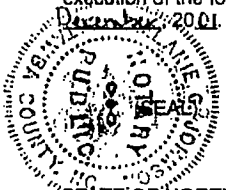


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Brian & Daniel personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.

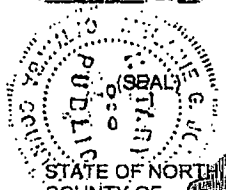


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Jennifer Brown Long personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Charles John Reitzel personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Hilda M. Holland personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of December, 2001.

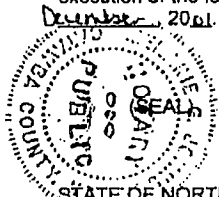


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Lisa D. Williams personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6 day of December, 2001.

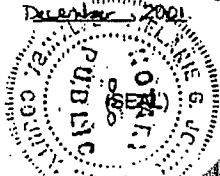


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Julie A. Egbert personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of December, 2001.

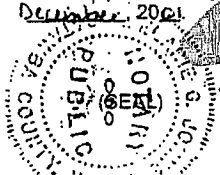


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Christy Jeffrey Pearce personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6 day of December, 2001.

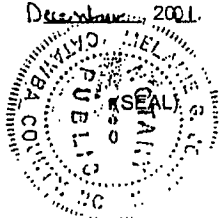


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Danna D. Webb personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of December, 2001.

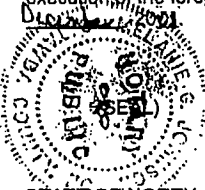


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Ronald Andrade personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of December, 2001.

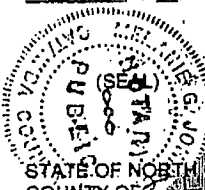


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Ronald Andrade personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of December, 2001.

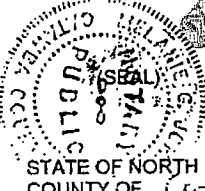


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Kelly D. Carr personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Gregory R. Huffman personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of December, 2001.

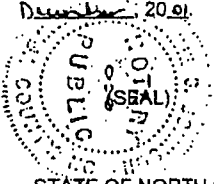


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Karen Ellis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of December, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Maria Hoops personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7 day of February, 2002.

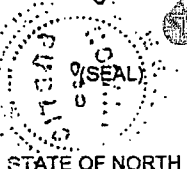


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Gregory Suda personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2002.

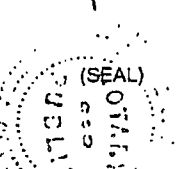


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Susan Knowles personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2002.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

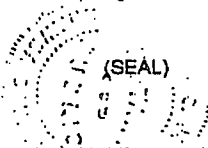
STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 2350 PAGE 1455

Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Melissa Johnson personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2006

Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006



STATE OF NORTH CAROLINA
COUNTY OF Catawba

Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Kevin Sherrill personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2006

Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

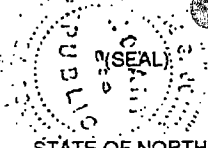


STATE OF NORTH CAROLINA
COUNTY OF Catawba

Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Bishop Jackson personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2006

Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006



STATE OF NORTH CAROLINA
COUNTY OF Catawba

Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Poornam Sarani personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of February, 2006

Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006



STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that George Cox Jr personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of March, 2001.



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2001

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Chrystal Deltant personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of March, 2002.

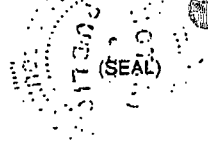


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2002

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Lisa Webster personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of March, 2002.

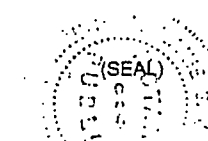


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2002

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Andrew Carwash personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of March, 2002.

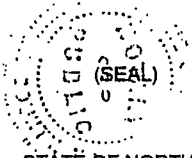


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2002

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Lynn Hoffman personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23 day of March, 2002

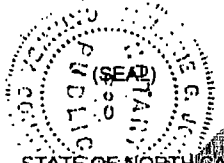


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Kimberly Boyd personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of March, 2002

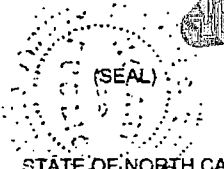


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that George Ward personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of March, 2002

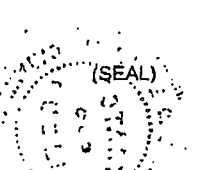


Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Melanie G. Johnson, a Notary Public of the County and State aforesaid, certify that Rebecca Ward personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of March, 2002



Melanie G. Johnson
Notary Public

My commission expires: 10-28-2006

FILED
RUTH MACKIE BOOK 2350 PAGE 1458

2002 MAR 28 AM 10 15

REGISTER OF DEEDS
CATAWBA CO., N.C.

North Carolina - Catawba County

The foregoing certificates of Melanie G. Johnson, Notary Public
of Catawba Co., NC are certified to be correct.
Filed this 28th day of March, 2002 at 10:15 A.M. and
recorded in Book 2350 at Page 1436.

Ruth Mackie
Ruth Mackie, Register of Deeds

rsm

2350

FILED
CATAWBA COUNTY
RUTH MACKIE
REGISTER OF DEEDS

BOOK 2607 PAGE 1887

The foregoing certificate(s) of

DONNA K JOSEY

FILED Sep 14, 2004
AT 03:55:38 pm
BOOK 02607
PAGE 1887

notary/notaries public
is/are certified to be correct.

Ruth Mackie
RUTH MACKIE Register of Deeds

✓ Drawn by and return to: Corne, Corne & Grant, PA PO Drawer 166 Newton, NC 28658

028174 **FOURTH AMENDMENT TO**
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PIPERS RIDGE

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION FOR PIPERS RIDGE is executed this the 13th day of September, 2004, by **PIPERS RIDGE OWNERS' ASSOCIATION**, a North Carolina Non-profit Corporation, pursuant to a three-fourths (3/4's) majority vote of the association members.

WITNESSETH:

WHEREAS, the Owners' Association is made up of the Lot Owners pursuant to the bylaws recorded in Deed Book 2423 Page 1222 and upon a three-fourths (3/4's) majority vote of the association members, the Owners' Association is made up of members who are seized of certain tracts or parcels or real property situated in the City of Conover, County of Catawba, North Carolina, which has been subdivided in Lots as shown and described on the Maps or Plats prepared by Darrin Reid RLS and entitled "Piper's Ridge" copies of which are recorded in the Catawba County Registry in Plat Book 49 at Page 106, Plat Book 51 at Page 121, Plat Book 51 at Page 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, Plat Book 53 at Page 114, Plat Book 55 at Page 99, Plat Book 55 at Page 197, and Plat Book 57 at Page 132; and

WHEREAS, the Developer, Lot Owners, and Owners' Association previously subjected the foregoing Lots as shown in Plat Book 49 at Page 106, Plat Book 51 at Page 121, Plat Book 51 at Page 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, Plat Book 53 at Page 114, Plat Book 55 at Page 99, Plat Book 55 at Page 197, and Plat Book 57 at Page 132, to various Declarations of Covenants, Conditions, and Restrictions as supplemented and amended in those certain instruments recorded in the Catawba County Registry in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411, Book 2213 at Page 972, Book 2233 at Page 1422, Book 2350 at Page 1436, and Page 2423 at Page 1222.

WHEREAS, the Owners' Association is made up of at least three-fourths (3/4's) of the Lot owners of the subdivision; and

WHEREAS, pursuant to Pursuant to Paragraph 17 of the original Declaration recorded in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411, "An amendment or termination to these restrictions (on a date other than January 21, 2025) shall require approval of three-fourths (3/4) of all Owners of the Lots within the subdivision;" and

WHEREAS, the undersigned, Declarant represents at least three-fourths (3/4's) of the Lots shown on the above-referenced Plats and have agreed to this Fourth Amendment to Declarations of Covenants, Conditions, and Restrictions as supplemented and amended in those certain instruments recorded in the Catawba County Registry in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411; Book 2213 at Page 972; Book 2233 at Page 1422; Book 2350 at Page 1436; and Book 2423 at Page 1223; and as set fourth below; and

WHEREAS, the undersigned, Declarant as representative of at least three-fourths (3/4's) of the Lots shown on the foregoing recorded Plats, believe it is in the best interest of themselves, as well as each and every person who owns or shall hereinafter purchase and acquire any Lot within the subdivision to impose this Fourth Amendment to the Declarations of Covenants, Conditions and Restrictions which shall be binding upon all the Owners, their successors, heirs, and assigns and on future grantees, their successors, heirs, and assigns; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said property; and for the continued maintenance and operation of any recreational and/or common area.

NOW THEREFORE, in consideration of the premises, the undersigned, Declarant representing Lot Owners of at least three-fourths (3/4's) of all the Lots in the Pipers Ridge Subdivision as Shown in Plat Book 49 at Page 106, Plat Book 51 at Page 121, Plat Book 51 at Page 138 and 139, Plat Book 52 at Page 57, Plat Book 53 at Pages 1 and 2, Plat Book 53 at Page 114, Plat Book 55 at Page 99, Plat Book 55 at Page 197, and Plat Book 57 at Page 132, do hereby declare for itself, themselves, successors, heirs and assigns and for its future grantees, their successors, heirs and assigns that the real property described in and subject to the Declaration of Covenants, Conditions and Restrictions and Supplement and Amendment thereto recorded in Book 2188 at Page 1662, re-recorded in Book 2233 at Page 1411, Book 2213 at Page 972, Book 2233 at Page 1422, Book 2350 at Page 1436, and Page 2423 at Page 1222, is and shall be owned and conveyed subject to the Declarations, First Amendment to Declaration, Supplement to Declaration, Second Amendment to the Declaration, Third Amendment to Declaration and this Fourth Amendment to Declaration, said

Fourth Amendment being set forth below. All of which shall be construed as covenants running with the land and which shall be binding on all parties hereto and on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof.

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PIPERS RIDGE**

By amending Paragraph 10 as it appears in Deed Book 2188, Page 1662, re-recorded in Book 2233, Page 1411, Deed Book 2350, Page 1436 as follows:

- 10. Fences, Clotheslines, and Basketball Goals. Fences must be situated at the rear of the dwelling and may not extend or be closer to the street than the back rear corners of the dwelling or nearer than 25 feet to a side street property line. Clotheslines are not permitted. Basketball goals are permitted on individual lots but will not be permitted on any development street or cul-de-sac. Chain link dog pens are not permitted on any Lot. Chain link fences are not permitted on any Lot, except the following Lots which had them at the time this restriction was enacted: Lot 13 as shown on Plat Book 53, Page 114; Lot 12 as shown on Plat Book 53, Page 114; Lot 87 as shown on Plat Book 55, Page 99; Lot 102 as shown on Plat Book 49, Page 108; Lot 11 as shown on Plat Book 49, Page 108.

No other Lots shall be permitted to have Chain link fences. Fences shall be constructed of wood or vinyl and shall be stained in a wood finish or painted to match the house vinyl.

JW

IN WITNESS WHEREOF, the undersigned, being the Owners' Association herein, has caused this within instrument to be executed by its duly authorized officer this the 13th day of September 2004.

Pipers Ridge Owners' Association

By: *Jody L. Willman*
Acting President

Attest: *Christal N. DeHart*
Secretary

NORTH CAROLINA,
Catawba County.

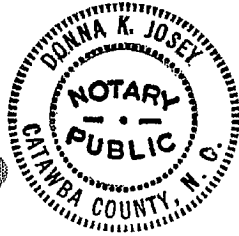
I, a Notary Public of the County and State aforesaid, certify that Chrystal N. DeHart personally came before me this day and acknowledged that she is Secretary of Pipers Ridge Owners' Association, a North Carolina Non-Profit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Acting President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 14th day of September, 2004.

Donna K. Josey
Notary Public

My commission expires: 8.4.2005

(SEAL)



*W
e
b*