

FILED
CATAWBA COUNTY
RUTH MACKIE
REGISTER OF DEEDS

The foregoing certificate(s) of

FILED Aug 19, 2004
AT 01:59:13 pm
BOOK 02601
PAGE 1077

JANIE P ANNAS
J A KESSLER
TERESA NORTON HUFFMAN

notary/notaries public
is/are certified to be correct.
Ruth Mackie
RUTH MACKIE Register of Deeds

Prepared by/Return to: James M. Gaither, Jr., P.O. Box 279, Conover, North Carolina 28613

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

009662
025420

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CATAWBA SHORES PHASE I**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this 23 day of July, 2004, between SHUFORD DEVELOPMENT, INC. (hereinafter "Declarant"), and the undersigned Lot Owners set forth below (hereinafter "Lot Owners"), and all parties hereafter acquiring any of the described property.

WITNESSETH:

WHEREAS, Declarant and Lot Owners are seized of certain but not all of the tracts or parcels of real property situated in the Clines Township, County of Catawba, North Carolina, which are shown on a plat of "Catawba Shores Subdivision - Section I" recorded in Plat Book 43 at Page 10 in the office of the Register of Deeds of Catawba County, North Carolina and more specifically described as **Lots 2, 3, 4, 5, 6, 12, 16, 17, 18, and 19 of Plat Book 43 at Page 10 and Lot 7a of Plat Book 57 at Page 117, Catawba County Registry**; and

WHEREAS, Declarant has agreed to transfer and convey unto Catawba Shores Recreation Association, Inc. **Lot 7b of Plat Book 57, Page 117, Catawba County Registry**, for the purpose of constructing a Recreation and Picnic Area and Pier (herein a Recreation and Picnic Area) for the benefit of the aforesaid Lot Owners; and

WHEREAS, Declarant and Lot Owners have incorporated a homeowner's association (Catawba Shores Recreation Association, Inc.) to which will be delegated and assigned herein the powers of building, owning, maintaining and administering the Recreation and Picnic Area, more particularly described as **Lot 7b, Plat Book 57 at Page 117, Catawba County Registry**; and administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values of property and the Recreation and Picnic Area serving the above-referenced lots in Catawba Shores Subdivision - Section I.

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88-1-00

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NOW THEREFORE, the undersigned, Declarant and Lot Owners 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 as **Lots 2, 3, 4, 5, 6, 12, 16, 17, 18, and 19 of Plat Book 43 at Page 10, and Lot 7a of Plat Book 57 at Page 117, Catawba County Registry**, shall be subject to the Declarations of Covenants, Conditions and Restrictions being specifically set forth below:

Covenants for Maintenance, Security Assessments and Association.

A. DEFINITIONS

Section 1. "Association" shall mean and refer to the Catawba Shores Recreation Association, Inc., its successors and assigns, with a mailing address of "Attn: John P. Sigmon, P. O. Box 2228, Hickory, North Carolina 28603".

Section 2. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the following Lots:

Lots 2, 3, 4, 5, 6, 12, 16, 17, 18, and 19 of Plat Book 43 at Page 10, and Lot 7a of Plat Book 57 at Page 117, Catawba County Registry.

Special condition regarding Lot 1: Lot 1, Plat Book 43, Page 10, Catawba County Registry, is currently not subject to these restrictions because it is presently not in compliance with the zoning laws of Catawba County, North Carolina. Once Lot 1 becomes in compliance with the zoning laws of Catawba County it will be subject to these restrictions. An amendment to these restrictions will be recorded when Lot 1 is in compliance.

The following Lots are not subject to these restrictions unless expressly agreed to in the future by the Lot Owners in a separate written adoption document: Lots 8, 9, 10, and 11, of Plat Book 43, Page 10, Catawba County Registry, and Lot 7a, Plat Book 57, Page 117, Catawba County Registry.

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

Section 4. "Recreation and Picnic Area shall be **Lot 7b, Plat Book 57 at Page 117, Catawba County Registry**. Such area shall be dedicated in perpetuity to the common use and enjoyment of the Lot Owners. The Declarant will convey the Recreation and Picnic Area shown on **Plat Book 57, Page 117, Catawba County Registry as Lot 7b**. The Declarant shall pay and be responsible for the construction of the Recreation and Picnic Area facilities, including but not limited to, the shelter, the pier and boat dock, and the boat access area. The Association shall be responsible for the lawn maintenance, repair, and maintenance of the Recreation and Picnic Area as set forth in this Declaration.

Section 5. "Lot" shall mean and refer to those certain plots of land described above.

Section 6. "Declarant" shall mean and refer to Shuford Development, Inc., 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. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;

- (b) Expenses of the Recreation and Picnic Area and administration, maintenance, repair, or replacement of the Recreation and Picnic Area;
- (c) Expenses declared to be common expenses by the provisions of this Declaration or the By-Laws;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the By-Laws may require the Association to purchase;
- (e) Ad valorem taxes and public assessment charges lawfully levied against the Recreation and Picnic Area;
- (f) Expenses agreed by the members to be common expenses of the Association.

B. PROPERTY RIGHTS

Section 1. Lot Owners' Easements of Enjoyment. Those certain Lot Owners set forth above shall have a right and easement of enjoyment in and to the Recreation and Picnic Area access, ingress and egress from and to Lake Hickory and such easement shall be appurtenant to and shall pass with the title to those lots set forth above, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of a Lot Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Recreation and Picnic Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Owners' hereunder; and

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Recreation and Picnic Area and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot subject to these restrictions.

Section 3. Title to the Recreation and Picnic Area. The Declarant hereby covenants for itself, its successors, heirs and assigns, that it will convey fee simple title to the Recreation and Picnic Area to the Association, free and clear of all encumbrances and liens, utility and storm drainage easements.

Section 4. Parking Rights. The Association may regulate the parking of boats, trailers and other such items on the Recreation and Picnic Area.

C. MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have one class of voting membership:

Members shall be the Declarant and all the undersigned Lot Owners, and all parties hereafter acquiring any of the described property. Each shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.

D. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Lot Owners, for each Lot owned within the Properties, hereby covenants, and all parties hereafter acquiring any of the described properties, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to common open spaces shall be shared equally by the Lot Owners of each Lot. The financial obligation of Declarant under this paragraph shall terminate and cease after (5) five years from the date of recording of this Declaration; however any person purchasing one of the Lots from Declarant shall, in all events, be subject to the terms of this paragraph without limitation to the (5) year period. The creation and operating of the lien shall be in accordance with Chapter 47-3 of the North Carolina General Statutes.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Recreation and Picnic Area and in particular for the acquisition, improvement and maintenance of the Recreation and Picnic Area, including the maintenance, repair and reconstruction of the pier and boat dock, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the Recreation and Picnic Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Recreation and Picnic Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 3. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

Section 4. Initial and Maximum Annual Assessment.

(a) Declarant shall initially construct a shelter, seawall, pier and boat dock, boat access area, and landscaping at its sole cost and expense.

(b) Beginning January 1, 2004, the maximum annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per lot.

(c) From and after January 1, 2005, the maximum annual assessment may be increased effective January 1 of each year by the Board of Directors without a vote of membership by up to ten percent (10%) of the previous year's assessment.

(d) From and after January 1, 2005, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Recreation and Picnic Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 2004. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Recreation and Picnic Area or abandonment of his or her Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the Lot Owner for said deficiency.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

E. INSURANCE

Section 1. Insurance coverage on the Property shall be governed by the following provisions:

(a) *Ownership of Policies.* All insurance policies upon the Recreation and Picnic Area shall be purchased by the Association for the benefit of all the Association and the Lot Owners.

(b) *Coverage.* All buildings and improvements and all personal property included in the Recreation and Picnic Area and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by the standard coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, if any.

(iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) *Liability.* Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and 00/100 (\$1,000,000) per occurrence and shall include an endorsement to cover liability of the Lot Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) *Premiums.* Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Lot Owners as an assessment according to the provisions of Section D entitled "Covenant for Maintenance Assessments" set forth above.

(e) *Proceeds.* All insurance policies purchased by the Association shall be for the benefit of the Association and the Lot Owners and their mortgagees as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Lot Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Recreation and Picnic Area and facilities held for the Association.

(ii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Lot Owner shall be held in trust for the mortgagee and the Lot Owner as their interests may appear.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Lot Owners in the following manner:

(a) *Expense of the Trust.* All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) *Reconstruction or Repair.* The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Lot Owner as above provided.

Section 3. Fidelity Insurance or Bond. At the option of the Board of Directors of the Association all persons responsible for or authorized to expend funds, or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

F. EASEMENTS

Section 1. Recreation and Picnic Area, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Recreation and Picnic Area conveyed to it, such further easements as are requisite for the convenience, use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across the Recreation and Picnic Area, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

Section 2. An easement is hereby established over the Recreation and Picnic Area and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

G. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Management and Contract Rights of Association. Declarant may enter into a contract with a Management company manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer or management by Declarant to the Association.

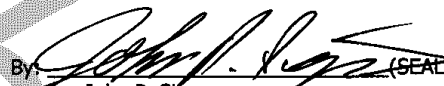
Section 3. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day (60) delinquency in the payment of assessments or charges owed by the Lot Owners of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Lot Owners' Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Articles and By-Laws. A copy of the Articles of Incorporation and the initial By-Laws are attached hereto as Exhibit A and Exhibit B and are incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant and Lot Owners have caused this instrument to be executed, by authority of members and individually, this 23 day of July, 2004.

SHUFORD DEVELOPMENT, INC.

By  (SEAL)
John P. Sigmon,
Vice President

James M. Gaither, Jr. (SEAL)
James M. Gaither, Jr.

Diane Lawson Gaither (SEAL)
Diane Lawson Gaither

Eugene H. Wood (SEAL)
Eugene H. Wood

Kathy H. Wood (SEAL)
Kathy H. Wood

Michael R. Sigmon (SEAL)
Michael R. Sigmon

Kathleen K. Sigmon (SEAL)
Kathleen K. Sigmon

Dale W. Rockensuess (SEAL)
Dale W. Rockensuess

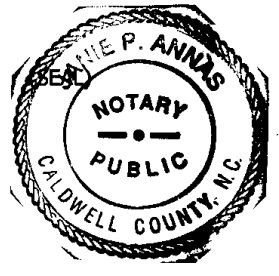
Christine M. Rockenseuss (SEAL)
Christine M. Rockenseuss

State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, do hereby certify that John P. Sigmon, personally came before me this day and acknowledged that he is Vice President of Shuford Development, Inc., a North Carolina corporation, and acknowledged, on behalf of Shuford Development, Inc., the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12th day of August, 2004.

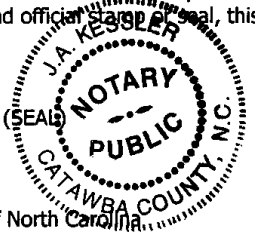
Janice P. Annes
Notary Public

My commission expires: 4/20/07



State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that James M. Gaither, Jr. 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 August, 2004.

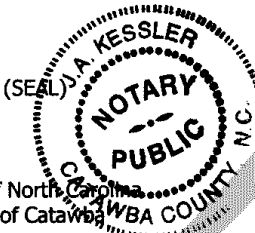


J.A. Kessler
Notary Public

My commission expires: 8-17-08

State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Diane Lawson Gaither, 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 August, 2004.



J.A. Kessler
Notary Public

My commission expires: 8-17-08

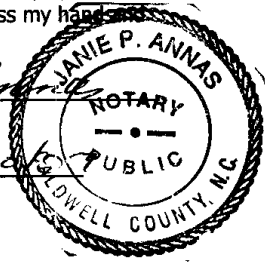
State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Eugene H. Wood, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of July, 2004.

(SEAL)

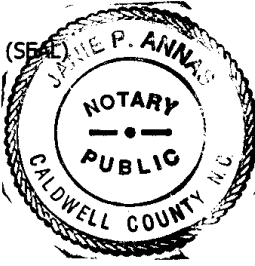
Janice P. Annas
Notary Public

My commission expires: 4/20/07



State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Kathy H. Wood, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29th day of July, 2004.



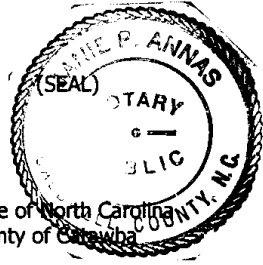
Janice P. Annas
Notary Public

My commission expires: 4/20/07

State of North Carolina
County of Catawba

BOOK 2601 PAGE 1087

I, a Notary Public of the County and State aforesaid, certify that Michael R. Sigmon, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12th day of August, 2004.

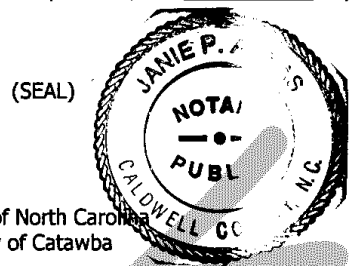


Janie P. Annas
Notary Public

My commission expires: 4/20/07

State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Kathleen K. Sigmon, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12th day of August, 2004.

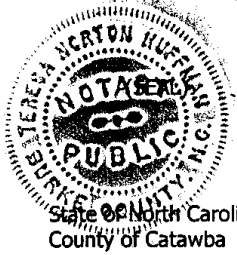


Janie P. Annas
Notary Public

My commission expires: 4/20/07

State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Dale W. Rockenseuss, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of July, 2004.

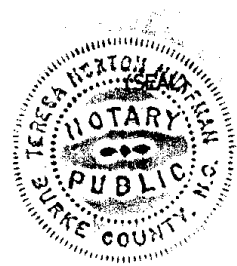


Teresa Norton Huffman
Notary Public

My Commission Expires October 8, 2003
My commission expires: 10-8-08

State of North Carolina
County of Catawba

I, a Notary Public of the County and State aforesaid, certify that Christine M. Rockenseuss, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of July, 2004.



Teresa Norton Huffman
Notary Public

My Commission Expires October 8, 2003
My commission expires: 10-8-08

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.

W
e
d



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

CATAWBA SHORES RECREATION ASSOCIATION, INC.

the original of which was filed in this office on the 19th day of July, 2004.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 19th day of July, 2004

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION OF
CATAWBA SHORES RECREATION ASSOCIATION, INC.

In compliance with the requirements of Chapter 55A of the General Statutes of North Carolina the undersigned, all of whom are residents of the State of North Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is CATAWBA SHORES RECREATION ASSOCIATION, INC. hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at Mailing Address:

1985 Tate Boulevard, SE, Hickory, NC 28602
P. O. Box 2228, Hickory, NC 28603 (Mailing Address)

ARTICLE III

John P. Sigmon, whose address is 1985 Tate Boulevard, SE, Hickory, North Carolina 28602 (Mailing Address: P. O. Box 2228, Hickory, NC 28603), is hereby appointed the initial registered agent of this Association.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of **Lot 7b**, Plat Book **57**, Page **117**, Catawba County Registry, and to promote the health, safety, and welfare of the residents of this Association for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions to be recorded; hereinafter called the "Declaration," applicable to the property and recorded in the Office of the Register of Deeds of Catawba County, North Carolina, and as the same may be further amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property in connection with affairs of the Association, provided any conveyance, sale, dedication or disposition of real property is not inconsistent with the laws and ordinances of the County of Catawba;
- (d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any mortgagee in said properties shall be subordinate to the rights of the Owners' hereunder;
- (e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members.
- (f) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation law of the State of North Carolina by law may now or hereafter have or exercise.

This corporation is organized and shall be operated exclusively as an Owners' association and not for profit. No part of the earnings of this corporation or the funds contributed by any person or corporation shall inure to the benefit of any director, officer, or member of the corporation, or any private individual (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments), except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes. In the event of the liquidation or dissolution of the corporation, either voluntary or involuntary, no director or officer of the corporation or any private individual shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used or distributed exclusively to an entity or entities whose purposes are substantially similar to those set forth in this Article IV and within the intent of Section 528 of the Internal Revenue Code of 1986 and the regulations thereunder as the same now exist or as they may be hereafter amended from time to time or to an appropriate public agency to be or used for purposes similar to those stated in this Article IV or to an organization which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

Anything to the contrary notwithstanding, the corporation shall not possess or exercise any power or authority either expressly, by implication, or by operation of law that will prevent it at any time from qualifying as a "Residential Real Estate Management Association" as defined in Section 528 of the Internal Revenue Code of 1986 as amended and the regulations thereunder, nor shall it engage directly or indirectly in any activity which would cause the loss of such qualification or deny it such election under such section of the Internal Revenue Code.

In order to properly prosecute the objects and purposes set forth, this corporation shall have all the powers vested in corporations by the laws of the State of North Carolina, Chapter 55A, Section 15, and other laws relating to corporations which may appear in the General Statutes of North Carolina, together with all amendments thereto, past and future, which powers shall include, but the inclusion of such powers shall not be deemed as exclusive of other powers vested in the corporation, the following powers: This corporation shall have full power and authority to acquire real or personal property, tangible or intangible, by gift, contribution, bequest, devise, purchase, lease, exchange, or by any other manner, and to hold legal or equitable title to real and personal property; to borrow money, issue bonds, indentures or other evidences of indebtedness, secured or unsecured; to sell, buy, lease, encumber, mortgage, pledge, donate and otherwise deal with, acquire and dispose of real and personal property, either one or both, and generally to perform all acts which may be deemed necessary, expedient or proper by the

corporation for the successful carrying out of the objects and purposes for which the corporation is formed.

ARTICLE V
MEMBERSHIP

Every person or entity which is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have one class of voting membership:

CLASS A. Class A members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any lot. Fractional voting with respect to any lot is hereby prohibited.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may change to no more than five (5) after the first year by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Name	Address
John P. Sigmon	1985 Tate Blvd., SE, Hickory, NC 28602
James M. Gaither, Jr.	Mailing: P. O. Box 2228, Hickory, NC 28603
C. Hunt Shuford, Jr.	3701 Pinecrest Drive, NE, Hickory, NC 28601
	Mailing: P. O. Box 279, Conover, NC 28613
	1985 Tate Blvd., SE, Hickory, NC 28602
	Mailing: P. O. Box 2228, Hickory, NC 28603

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

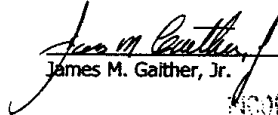
Amendment to these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is as follows:

James M. Gaither, Jr.
3701 Pinecrest Drive, NE, Hickory, NC 28601
Mailing: P. O. Box 279, Conover, NC 28613

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this the 24th day of September, 2002.

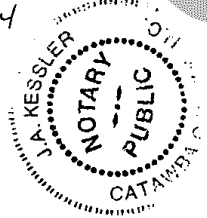
 (SEAL)
James M. Gaither, Jr.
INCORPORATOR

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

This is to certify that on the 14 day of July, 2004, before me, a Notary Public, personally appeared James M. Gaither, Jr., who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I, having first made known to her/him the contents thereof, she/he did acknowledge that she/he signed and delivered the same as her/his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 14 day of September, 2002.
July 2004

(SEAL)




Notary Public

My commission expires: 8.17.08

BY-LAWS OF THE CATAWBA SHORES RECREATION ASSOCIATION, INC.

ARTICLE I

The name of the corporation is CATAWBA SHORES RECREATION ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 11:00 a.m., but the meetings of members and directors may be held at such places within the State of North Carolina, County of Catawba as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Catawba Shores Recreation Association, Inc., its successors and assigns.

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

Section 3. "Permanent Common Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Common areas shall specifically include but shall not be limited to all private streets, if any, as shown on recorded plats.

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 Permanent Common Open Space.

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 Shuford Development, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and all supplements and amendments thereto, applicable to the Properties recorded in the Office of the Register of Deeds, Catawba County, North Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of the common area and administration, maintenance, repair, or replacement of the Permanent Common Open Space;
- (c) Expenses declared to be common expenses by the provisions of this Declaration or the By-Laws;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the By-Laws may require the Association to purchase;

- (e) Ad valorem taxes and public assessment charges lawfully levied against common areas;
- (f) Expenses agreed by the members to be common expenses of the Association.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on or before July 1, 2005, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year hereafter, at the hour of TO BE DETERMINED. 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.

Section 3. Notice of Meetings. Unless otherwise specified in the Declaration, Articles of Incorporation or By-Laws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Unless otherwise specified in the Declaration, Articles of Incorporation or By-Laws, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, after the first year, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two (2) directors for a term of one (1) year. Said directors shall remain in office until their successors have been duly elected and qualified, and, after the first year, an additional director shall be elected, so that the Board shall thereafter consist of three (3) persons.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF OFFICERS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than a number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held every six (6) months 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, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (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. 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, amend and publish rules and regulations governing the use of the Permanent Common Open Space 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 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 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 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, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; 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) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) 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.

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

(5) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(6) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) cause the Permanent Common Open Space to be maintained;

(8) pay ad valorem taxes and public assessments levied against the common areas.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a 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 of the Association 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 office 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:

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; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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.

Secretary

The Secretary shall record the votes and keep 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.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse the funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer shall issue certificates indicating the payment or nonpayment of assessments on specified lots.

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
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property on 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 as set by the Board of Directors not to exceed the rate as set forth in North Carolina General Statute Chapter 47F3-15(b), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner that Deeds of Trust may be foreclosed under Power of Sale under Chapter 45 of the North Carolina General Statutes, or its successors; 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 Permanent Common Open Space or abandonment of his Lot. The assessments shall further be subject to Chapter 47-3 of the North Carolina General Statutes.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CATAWBA SHORES RECREATION ASSOCIATION, INC.

ARTICLE XII
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 Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

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

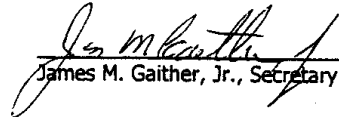
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the CATAWBA SHORES RECREATION ASSOCIATION, INC., a non-profit North Carolina Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13 day of July, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of July, 2004.


James M. Gaither, Jr., Secretary

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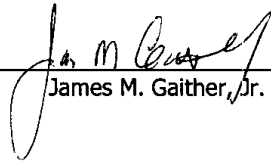
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CATAWBA SHORES PHASE I

STATEMENT OF RE-RECORDING

This Declaration of Covenants, Conditions, and Restrictions for Catawba Shores Phase I is re-recorded pursuant to G.S. §47-36.1. The purpose is to add Exhibit A and Exhibit B.

The person signing this statement is the attorney who drafted the instrument.

Date: 4-8-05


James M. Gaither, Jr.

(Re-record)

North Carolina, Catawba County

Prepared by / Return To:


James M. Gaither, Jr.
P. O. Box 279
Conover, NC 28613

This document is presented for registration and recorded

April 11, 2005 10:12:57 am
Book 02654 Page 0970

Donna Hicks Spencer

Register of Deeds Catawba County, North Carolina

By: 
Deputy/Assistant Register of Deeds