

RE BOOK
Book: 1637
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Prepared by and return to: Keziah, Gates & Samei, LLP, Post Office Box 2608, High Point, N C 27261

Randolph County, NC
Ann Shaw, REGISTER of DEEDS

Recording Fee 28.00

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

HOLLOW RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by RMH Development, LLC, a North Carolina limited liability company having an office in Randolph County, North Carolina, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Back Creek Township, County of Randolph, State of North Carolina, which is more particularly described on Exhibit "A" (the "Property");

WHEREAS, it is the intent of the Declarant hereby to cause the Property to be subjected to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property 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.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to Hollow Ridge Estates Homeowner's Association, Inc., its successors and assigns.

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

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

SECTION 4. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 5. "Declarant" shall mean and refer to RMH Development, LLC, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 6. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Hollow Ridge Estates Homeowner's Association, Inc., as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 7. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) On December 31, 2007; or

(c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

ARTICLE III COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association shall maintain: (a) all entry features, including the expenses for water and electricity, if any, provided to all such entry features; (b) landscaping originally installed by the Declarant whether or not such landscaping is on a Lot; and (c) all street lights located within the development which were originally maintained by Declarant. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, reasonable late fees,

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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, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of property, services and facilities devoted to this purpose, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against any property owned by the Association; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority; the maintenance of entrances, the lighting of streets (whether public or private); the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; and the provision of adequate reserves for the replacement of capital improvements.

(b) The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of street lights and any other property owned by the Association. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31, 1999, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a majority of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, repair or replacement of a capital improvement, including without limitation, street lighting. So long as the total amount of special assessments allocable to each Lot does not exceed \$200.00 in any one fiscal year, the Board may impose the special assessment. All special assessments which exceed the \$200.00 limitation shall be effective only if such assessment shall have the assent of a majority of Owners entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article III shall be sent to all Members not less than fifteen (15) 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 a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to a Lot when such Lot is conveyed by the Declarant to an Owner other than the Declarant. The first annual assessment as to a Lot shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law, whichever is lower. In addition, or as an alternative to, the charging of interest, the Board of Directors may, in its reasonable discretion, assess a late fee for assessments not timely paid. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of deeds of trust under powers of sale, and interest, late fees, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of facilities or services provided by the Association or abandonment of his or her Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not

affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien or such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

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

**ARTICLE IV
ARCHITECTURAL CONTROL**

The Board of Directors may establish an Architectural Control Committee, or in its absence may serve as the Architectural Control Committee, to approve certain improvements and other matters as provided in this Declaration. So long as there is Class B Membership, the Declarant reserves the right to serve as the Architectural Control Committee.

**ARTICLE V
USE RESTRICTIONS**

SECTION 1. RESIDENTIAL USE OF PROPERTY.

(a) Each Lot may be used only for residential purposes, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder from using any Lot for the purpose of carrying on business related to the development, improvement and sale of property in Hollow Ridge Estates; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

(b) No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. All outside pets shall be maintained in an enclosed fenced area, which is properly cleaned and maintained with adequate shelter.

(d) No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other lots in Hollow Ridge Estates.

(e) No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, garage, barn or other structure of a similar nature shall be placed, erected or allowed to remain upon any Lot, either

temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

(f) No additional public streets or roadways, or driveways serving more than one residence may be placed or permitted to remain upon or across any Lot, without the prior written approval of the Architectural Control Committee.

(g) Each Owner must maintain such Owner's Lot and property located upon the Lot in a clean, orderly and attractive condition at all times.

(h) Any boat or other type of recreational vehicle must be parked in the rear or in the driveway of a Lot and cannot be parked or placed on or in any street. No non-operable vehicles may be parked or stored on any Lot, except in an enclosed structure approved by the Architectural Control Committee.

(i) No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted that exceed one (1) meter in diameter. All other satellite dishes and their location must be approved by the Architectural Control Committee.

(j) No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

(k) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All containers shall be kept in the rear of the house except on collection days.

(l) No fence or wall, other than retaining walls not more than two (2) feet in height above grade, may be built or allowed to remain upon any Lot which shall extend nearer the street than the front of the house upon such Lot or the front of the house upon the adjoining Lot, whichever is the greater distance from the street. No fence may be built or allowed to remain on the front yard of any Lot or on any side yard which faces a street. Fences may only be constructed of wood, brick, chain link, or a material simulating wood.

SECTION 2. APPROVAL OF PLANS. Prior to commencing construction on a Lot, the Owner must submit to the Declarant, and the Declarant must approve, a complete set of architectural plans and specifications (the "Plans and Specifications"), which must depict in detail the location, design and proposed construction of improvements upon the Lot. The Plans and Specifications must include a site plan showing front and side setbacks for each structure, a floor plan for each floor showing square footage for that floor and the total square footage, and an elevation for each wall facing a street. The Declarant may review the Plans and Specifications in order to determine that the design and location of the proposed improvements (a) conform in all respects to the minimum requirements of this Declaration and (b) are in harmony with the character of other homes within Hollow Ridge Estates, as to quality of workmanship and materials and external design. If the Declarant fails to approve or disapprove the Plans and Specifications within thirty (30) days after complete Plans and Specifications have been submitted, then the Plans and Specifications shall be conclusively deemed to have been approved.

SECTION 3. COMPLETION OF CONSTRUCTION. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of conveyance of a Lot from the Declarant.

SECTION 4. SETBACKS AND BUILDING LINES. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than forty (40) feet (35 feet as to Lots 35 and 42) or nearer to the side property line than fifteen (15) feet. In no event shall

any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

SECTION 5. GENERAL CONSTRUCTION REQUIREMENTS. All improvements constructed on a Lot must comply with the following requirements:

- (a) The heated and finished floor space of any dwelling on a Lot, exclusive of garages, carports, porches, basements, stoops, terraces, breezeways, and the like, shall contain at least 1,400 square feet. Measurements shall be made from outside wall lines.
- (b) No exposed cement or concrete blocks may be used above the finished ground elevations.
- (c) No exterior wall finish material other than masonry or wood may be used in the construction of any improvement on a Lot unless approved by the Architectural Control Committee.
- (d) Concrete or asphalt paving must be installed on all driveways.
- (e) Adequate off-street parking must be provided for normal residential use of the dwelling constructed on a Lot.
- (f) Each dwelling must have adequate sewage disposal which must be provided by septic tank or other sewage treatment facility approved by the Randolph County Health Department.
- (g) All mailboxes must be of the standard as determined by the Architectural Control Committee.

SECTION 6. ENFORCEMENT. In addition to any other remedies, the Architectural Control Committee shall have the right, but not the obligation, at any time, without liability to Owner for trespass to enter upon any Lot and remove any improvement, constructed or maintained in violation of this Declaration or trim any tree or shrub obstructing the view of any Lot.

SECTION 7. SUBDIVISION OF LOT. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee and, in such event, the building line requirements provided herein shall apply to such Lots as subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

SECTION 8. BUFFER. No trees in excess of six inches in diameter (measured one foot above ground level) shall be cut or removed within the ten (10) foot buffer shown on the plat recorded in Plat Book _____, Page _____, Randolph County Registry. A diseased or dying tree may be removed, but shall be replaced with a tree not less than eight feet in height. The provision of this section may be enforced by Randy C. Farlow and/or Nancy S. Farlow (the current owners of the property described in Deed Book 1137, page 392, Randolph County Registry). The provision of this section may be modified or terminated only with the written consent of Randy C. Farlow and Nancy S. Farlow, or the survivor of them. This restriction shall not run with the land but shall terminate when the property described in Deed Book 1137, Page 392, is conveyed or transferred to a party other than Randy C. Farlow and Nancy S. Farlow.

**ARTICLE VI
EASEMENTS**

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved over the rear ten (10) feet of each Lot and as may

be indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Such easement is established for the benefit of any governmental entity or any other person or firm providing services to the Property or Lots under agreement with or at the direction of the Association as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities.

**ARTICLE VII
GENERAL PROVISIONS**

SECTION 1. ENFORCEMENT. The Declarant, the Association, or any 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 the Declaration, the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Should Declarant or the Association employ legal counsel to enforce any of the covenants, conditions, restrictions, easements or any other aspect of this Declaration, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees shall be paid by the violating Owner.

Subject to the provisions herein, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, or (ii) to suspend an Owner's right to vote in the Association.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 2. EXCUSED COMPLIANCE. Anything to the contrary contained herein notwithstanding, the Declarant may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided herein, in any Supplemental Covenants or in any amendment or supplement hereto, or a variance document, and may permit compliance with different or alternative requirements, if Declarant determines in the exercise of its good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all Owners.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owner of a majority of the Lots agree in writing to terminate this Declaration at the end of such term. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. So long as Declarant owns a lot subject to this Declaration, Declarant may, in its sole discretion, amend this Declaration

as long as such amendment shall not adversely affect title to any Lot without the consent of the affected Lot Owner. Any such amendment shall be rights and interest appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. In addition to the foregoing, the Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners, provided that (1) no amendment shall alter any obligation to pay ad valorem taxes of assessments for public improvements, as herein provided, or affect any lien for the payment thereof established here, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agreed to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with this Section, as long as Declarant owns a Lot, and (4) no amendment shall alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. Any amendment must be properly recorded. Notwithstanding anything to the contrary, the Board of Directors of the Association may amend this Declaration without the consent of Owners to correct any obvious error or inconsistency in drafting, typing or reproduction.

SECTION 4. FEDERAL LENDING REQUIREMENTS. Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency.

Any such amendment must be with the consent and approval of such agency and must be properly recorded.

SECTION 5. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles and Bylaws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws of the Association on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

SECTION 6. INVALIDATION. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has caused this Agreement to be executed by its authorized officers as of the day and year first stated above.

RMH DEVELOPMENT, LLC

By: *Phillip O. Ridg*
(Seal)

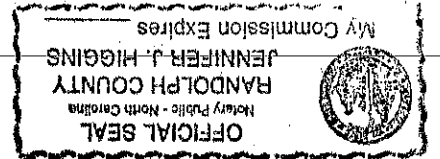
By: *Richard D. Hollingsworth*
(Seal)

By: *Bobby Myers*
(Seal)

NORTH CAROLINA
GUILFORD COUNTY

I, Jennifer Higgins, a Notary Public of said county and state, hereby certify that Phillip O. Ridge, Richard D. Hollingsworth and Bobby Myers personally came before me this day and acknowledged that they are managers of RMH Development, LLC, a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its managers.

WITNESS my hand and notarial seal this the 23rd day of November, 1999.



Jennifer Higgins
Notary Public

NORTH CAROLINA — RANDOLPH COUNTY

The foregoing certificate(s) of _____

Jennifer J. Higgins

Notary/Notaries Public is/are certified to be correct
This _____ day of November, 1999.

by: ANN SHAW, REGISTER OF DEEDS
Register of Deeds

Exhibit "A" to
Declaration of Covenants, Conditions, Restrictions and Easements
for Hollow Ridge Estates Homeowner's Association, Inc.

Back Creek Township
Randolph County

BEGINNING at an existing iron pin in the western margin of Beckerdite Road (S.R. 1524), said beginning point being a point in the line of Martha Snyder (Deed Book 814, Page 509, Randolph County Registry); thence from said beginning point North 78° 11' 31" West 40.97 feet to an existing iron pin, a corner in common with Elmer Beeson (Deed Book 841, Page 306; Deed Book 607, Page 523, Randolph County Registry); thence with Beeson's line North 79° 27' 51" West 132.95 feet to an existing iron pin in Beeson's line, a corner in common with the tract formerly owned by Annie H. Lottin and W. T. Lottin heirs (Deed Book 1579, Page 885, Randolph County Registry); thence with Beeson's line North 82° 33' 08" West 1,729.19 feet to an existing flat iron, being the southwest corner of Elmer Beeson and the southeast corner of Billy Self (Deed Book 1148, Page 26, Randolph County Registry); thence with Self's line North 82° 30' 15" West 19.17 feet to a point, a corner in common with Beulah Farlow (Deed Book 576, Page 21, Randolph County Registry); thence with Beulah Farlow's line South 06° 47' 00" West 608.97 feet to a new iron pin, a corner in common with Randy Farlow (Deed Book 1137, Page 392, Randolph County Registry); thence with Randy Farlow's line South 06° 47' 00" West 293.48 feet to a new iron pin; thence continuing with Beulah Farlow's line South 06° 47' 00" West 334.24 feet to an iron pin; thence South 06° 47' 23" West 515.55 feet to a point in a branch and being a corner in common with Donald Parrish (Deed Book 775, Page 275, Randolph County Registry); thence with Parrish's line the following five courses and distances: (1) South 62° 09' 02" East 47.12 feet; (2) North 71° 48' 57" East 19.48 feet; (3) South 52° 49' 51" East 100.23 feet; (4) South 22° 34' 00" East 55.25 feet; and (5) North 86° 00' 00" East 829.65 feet to a point in Beckerdite Road; thence with Beckerdite Road the following six courses and distances: (1) North 22° 32' 27" East 353.04 feet to a new iron pin, a corner in common with Edwin Knight (Deed Book 1432, Page 1258, Randolph County Registry); (2) North 31° 41' 00" East 24.63 feet to a new iron pin; (3) North 32° 42' 24" East 208.38 feet to a new iron pin; (4) North 40° 51' 35" East 80.93 feet to an existing iron pin; (5) North 32° 31' 51" East 1,124.74 feet to a iron pin; (6) a curve to the right having a radius of 651.75 feet, and a chord bearing and distance of North 60° 30' 31" East 344.45 feet to the point and place of BEGINNING. Said property being shown on the survey by Steven D. Brown, R.L.S. dated December 14, 1998, revised December 30, 1998, revised May 27, 1999, and designated Job No. 98-079.

Said parcel also shown as Phase 1, Plat Book 61, Page 76 and Phase 2, Plat Book 62, Page 1, Randolph County Registry.

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Mail After Recording to: Steven H. Bouldin
 P.O. Box 2608
 High Point, NC 27261
 FILED
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 Jan 10 2008
 03:11:51 pm

Prepared by and return to Steven H. Bouldin, Post Office Box 2608, High Point, N C 27261

**AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR HOLLOW RIDGE ESTATES**

RMH Development, LLC, the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Hollow Ridge Estates Homeowner's Association, Inc. recorded in Deed Book 1637, Page 672, Randolph County Registry (the "Declaration") hereby amends the Declaration as follows:

1. Article V, Section 5(c) of the Declaration is modified as follows:
 "(c) No exterior wall finish material other than masonry, hardboard, stone, stucco, wood or vinyl siding may be used in the construction of any improvement on a Lot unless approved by the Architectural Control Committee."

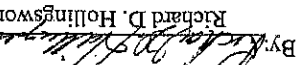
2. A new subsection is added to Article V, Section 5 as follows:
 "(h) Each dwelling must have a minimum 7/12 roof pitch unless otherwise approved by the Architectural Control Committee."

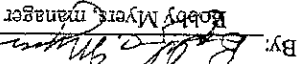
3. The plat referred to in Article V, Section 8 of the Declaration shall be Plat Book 62, Page 1, Randolph County Registry.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized officers as of January 4, 2008.

RMH DEVELOPMENT, LLC

By:  (Seal)
 Phillip O. Ridge, manager

By:  (Seal)
 Richard D. Hollingsworth, manager

By:  (Seal)
 Robby Myers, manager

10.00

Recording Fee

Randolph County, NC
 Ann Shaw, REGISTER of DEEDS

RE BOOK
 Book: 1642
 Page: 6287

NORTH CAROLINA

GUILFORD COUNTY

I, Steven H. Bouldin, a Notary Public of said county and state, hereby certify that Phillip O. Ridge, Richard D. Hollingsworth and Bobby Myers personally came before me this day and acknowledged that they are managers of RMH Development, LLC, a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its managers.

WITNESS my hand and notarial seal this the 6 day of January, 2000.

Steven H. Bouldin
Notary Public

My Commission Expires: 4-26-2002

STEVEN H. BOULDIN
Notary Public
Guilford County, NC

RE BOOK
Book: 1542
Page: 0288

NORTH CAROLINA — RANDOLPH COUNTY
The foregoing certificate(s) of Steven H. Bouldin

Notary/Notaries Public is/are certified to be correct.

This 10 day of January, 2000

by: Ann Shaw Bouldin, County
ANN SHAW, REGISTER OF DEEDS
Register of Deeds

By: Bobby Myers (Seal)
Bobby Myers, manager

By: Richard D. Hollingsworth (Seal)
Richard D. Hollingsworth, manager

By: Phillip O. Ridge (Seal)
Phillip O. Ridge, manager

RMH DEVELOPMENT, LLC

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized officers as of July 26, 2005.

SECTION 3. COMPLETION OF CONSTRUCTION. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of issuance of a building permit for construction of a residence on a Lot.

I. Article V, Section 3 of the Declaration is modified as follows:

RMH Development, LLC, the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Hollow Ridge Estates Homeowner's Association, Inc. recorded in Deed Book 1637, Page 672, Randolph County Registry (the "Declaration") hereby amends the Declaration as follows:

Prepared by and return to Steven H. Bouldin, Post Office Box 2608, High Point, N C 27261

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HOLLOW RIDGE ESTATES**

RECORDED
2005 JUL 26 PM 3:57
REGISTERED
2005 JUL 26 PM 3:57
COUNTY CLERK
RANDOLPH COUNTY, NC

2/2

NORTH CAROLINA

GUILFORD COUNTY

I, Steven H. Bouldin, a Notary Public of said county and state, hereby certify that Phillip O. Ridge, Richard D. Hollingsworth and Bobby Myers personally came before me this day and acknowledged that they are managers of RMH Development, LLC, a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its managers.

WITNESS my hand and notarial seal this the 28 day of July, 2005.

Steven H. Bouldin

Notary Public

My Commission Expires:

4-26-2010

STEVEN H. BOULDIN
Notary Public
Guilford County, NC



NORTH CAROLINA - RANDOLPH COUNTY

The foregoing certificate(s) of
STEVEN H BOULDIN, NOTARY PUBLIC,

is (are) certified to be correct.

This the 29th day of July 2005.

Ann Shaw

Register of Deeds

BY: Vickie Blum
Deputy