



Doc ID: 006034090014 Type: CRP  
Recorded: 02/03/2012 at 03:34:08 PM  
Fee Amt: \$51.00 Page 1 of 14  
Alexander, NC  
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File#

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PREPARED BY: The Board of Directors of The Woodlands at Oliver's Landing Owner's Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF ALEXANDER

**CONSOLIDATION OF  
DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
THE WOODLANDS AT OLIVER'S LANDING  
OWNER'S ASSOCIATION, INC.**

The DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODLANDS AT OLIVER'S LANDING, consisting of the Original 2004 Declaration, as amended by it 2 amendments and supplements, and the amendments adopted at The Woodlands at Oliver's Landing Owner's Association, Inc. meeting held on February 2, 2012, herein referred to as the "DC&Rs", that were all recorded in the Registry Deeds, Alexander County, North Carolina, are hereby consolidated and restated into one document entitled "CONSOLIDATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODLANDS AT OLIVER'S LANDING OWNERS ASSOCIATION, INC.", which Consolidation amends and replaces all prior Declarations and Covenants, amendments and supplements, and the amendments passed on February 2, 2012. This compilation consists of, consolidates, restates, and replaces the following recorded documents:

1. Declaration of Covenants and Restrictions for Oliver's Landing dated June 1, 2004 and recorded June 23, 2004 in Book 470, pages 0145 - 0156, made by Legends Development, LLC, a North Carolina Limited Liability Company;
2. Supplemental Declaration of Covenants and Restrictions for Oliver's Landing, Phase 8 and 8A, known as "The Woodlands", dated August 25, 2005 and recorded on August 26, 2005 in Book 486, pages 0621 - 0622, made by Legends Development, LLC, a North Carolina Limited Liability Company.
3. Amendments to the "Declaration of Covenants and Restrictions for Oliver's Landing" recorded in Book 470, page 0145 Alexander County Registry (The Declaration) dated July 29, 2010 and recorded on August 13, 2010 in Book 542, pages 0480 - 0482, made by The Woodlands at Oliver's Landing Owners Association, Inc.

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THIS CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS, with all Supplements and Amendments incorporated herein to this date, (the Declaration) is made this 2<sup>nd</sup> day of February, 2012 by THE WOODLANDS AT OLIVER'S LANDING OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereafter referred to as "WOLOA".

**STATEMENT OF PURPOSE**

WOLOA and its members are the fee simple owners of certain real properties located in Wittenburg Township, Alexander County, North Carolina, named "Oliver's Landing", a residential community, a part of which was and will be developed for single family residential Lots.

The DC&Rs are for the use and benefit of the WOLOA, its members, itself, its successors and assigns, and for future property owners, and is for the preservation and protection of values and to ensure the attractiveness of all properties within The Woodlands at Oliver's Landing. All real property in The Woodlands at Oliver's Landing is subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of said property and each owner thereof.

WOLOA is an organization of property owners which has the powers of owning, maintaining and administering any common areas in WOLOA; purchasing, leasing or otherwise providing for common recreational facilities and private community security services; 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 amenities serving Oliver's Landing. WOLOA also shares in the use of common areas administered by Oliver's Landing Owners Association and WOLOA members are billed annually for their share of expenses associated with said common areas.

NOW, THEREFORE, WOLOA, and its members, their successors and assigns, and for all its future grantees, their heirs, successors and assigns, declare that the real property described herein is and shall be owned and conveyed subject to this Declaration. This Declaration shall apply to those Lots in Oliver's Landing more specifically described as all numbered Lots and common areas appearing on the maps of Oliver's Landing, Phase VIII, which is recorded in Plat Book 9, at page 10, and also Phase 8A which is recorded in Plat Book 9, at page 146, in the Office of the Register of Deeds of Alexander County, North Carolina.

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**ARTICLE I  
DEFINITIONS**

Section 1. "Architectural Review Committee" shall be composed of three (3) Owners, as elected by the members of the Association in accordance with its Articles and By-Laws which are attached hereto.

Section 2. "Association" shall mean and refer to THE WOODLANDS AT OLIVER'S LANDING OWNERS ASSOCIATION, INC., A North Carolina non-profit corporation, its successors and assigns; also referred to as WOLOA.

Section 3. "Common Areas" shall mean the lots used for recreational purposes, and all roads and streets shown on the recorded plat as part of Phases 8 and 8A, and not otherwise maintained by public authority. Also included are streetlights leased by the Association.

Section 4. "Household Pets" shall mean domesticated dogs and cats, indoor birds (excluding exotic fowl), indoor hamster and rabbits, and fish housed in inside aquariums.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Maps, with the exception of Common Areas. The term "Improved Lot" shall mean any Lot upon which has been constructed any house or other dwelling and for which a Certificate of Occupancy has been issued by the appropriate governmental authority. The term "Unimproved Lot" shall refer to any Lot which is not an Improved Lot.

Section 6. "Maps" shall mean and refer to maps of the Properties as recorded (either now or hereafter) in the Alexander County, North Carolina, Public Registry.

Section 7. "Member" shall mean and refer to all Owners who hold membership in the Association.

Section 8. "OLOA" shall mean and refer to Oliver's Landing Owners Association.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot.

Section 10. "Properties" shall mean and refer to the properties that are now or may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association.

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**Article II  
USE RESTRICTIONS**

Section 1. All numbered Lots appearing on the Maps of Oliver's Landing, Phase VIII and VIII A, Plat Book 8, at Page 98, Alexander County Registry, shall be known and described as "Residential Lots", and no part of said Residential Lots shall be used for any type of business or store. No structure shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one detached single-family dwelling and permitted accessory buildings. These restrictions shall apply to that property defined herein as Residential Lots.

Section 2. No Residential Lot shall be re-subdivided so as to create an additional building Lot. Where a residence has been erected on a plot consisting of more than one Lot, said plot shall not thereafter be sold separately or re-subdivided, if such sale or re-subdivision would result in a violation of the zoning laws of Alexander County or other governmental body then having zoning jurisdiction over said Lots, or a violation of these covenants. In the event a residence is built on one or more Lots, or one and a portion of another Lot, the outside boundaries of the newly created Lot shall then be subject to the easement and setback requirements as set out in ARTICLE II, Section 16 and 17.

If a resident/owner legally consolidates two or more Lots or parcels into one Lot or plot, then said plot shall be treated as one Lot for purposes of assessments under Article III of this Declaration. If the owner later legally re-subdivides the plot back into two or more Lots or parcels, then the owner shall pay the assessments on each Lot or parcel retroactive to the date that the Lots or parcels were consolidated.

Section 3. No mobile homes, house trailers, shell homes, other trailers, tenants, shacks, basements, or garages (on any Lot without a main dwelling), either temporary or permanent, shall be erected, placed or otherwise occupied on any Lot at any time.

Section 4. No trade or business, and no noxious or offensive activities shall be carried on upon any Residential Lot or tract, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No livestock, poultry, or animals other than Household Pets, may be kept on this property. All pets must be confined to the property boundaries or on a leash. No animals, especially including, but not limited to any fish, may be released or "set-free" upon the Property or any adjoining properties or bodies of water.

Section 5. A single-story residence shall contain not less than 1,750 square feet of heated floor space. A two-story residence shall contain not less than 2,000 square feet of heated floor space. A split-foyer or split-level residence erected shall contain not less than 2,000 square feet of heated floor space, not to include that heated floor space located under another floor below front street level. Heated floor space is exclusive of enclosed or unenclosed breezeways and porches, including porches enclosed only by wire screening; exclusive of the attic, garage, and storage areas above front street level; and exclusive of any garage and finished or unfinished basement areas and storage areas (whether heated or unheated) below the front street level entrance.

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Section 6. No sign of any kind may be displayed to the public view on any Residential Lot, except one sign not more than five feet square advertising the property for sale or rent or a sign used by a builder, or material supplier, to advertise the property or materials during the construction and sale. Home alarm system signs are permitted. All other signage, other than mentioned above, must be approved by the Architectural Review Committee.

Section 7. No Lot shall be used or maintained as a dumping ground for rubbish, or as a storage area for junk automobiles. All trash, garbage or other waste shall be kept in sanitary containers, which are stored out of view from the front of the property. The owner or general contractor of a residence, during construction, shall be required to maintain at all times a dumpster containing not less than six (6) cubic yards of space, for the purpose of depositing all trash which could potentially pose a health or safety hazard, or all trash which could potentially be carried by wind to an adjacent Lot.

Section 8. Outside clotheslines will not be permitted on any of the Lots. All storage tanks, which shall include gas bottles and swimming pool filtration equipment, shall be either underground or surrounded by an enclosure at least twelve (12) inches higher than the equipment. Above ground swimming pools, of a permanent or semi-permanent type, are prohibited. Compost devices or bins must be surrounded by an enclosure at least twelve (12) inches higher than the device or bin.

Section 9. Prior to the initiation of any construction on any Lot (including the construction of a new residence or the modification/remodeling of any exterior portion of an existing residence) the Owner of said Lot shall present a copy of the architectural building plans, including any subsequent changes or modifications thereto, to the Architectural Review Committee for their approval. The exterior walls of all buildings constructed or located on the Residential Lots shall be principally brick, stone, stucco, hardi-plank or painted or stained wood siding, and such types of siding as may be approved by the Architectural Review Committee. No cement block, cinder block, or poured concrete walls shall appear above ground level, unless stuccoed with at least one-eighth (1/8) inch thick coating material. No metal buildings or log houses whatsoever shall be permitted.

Section 10. No building materials shall be stored on any Lot except for the purpose of construction on such Lot, and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which the same is to be used.

Section 11. The owners of all Residential Lots, prior to the commencement of a residence being constructed, shall be required to maintain that Lot in such a manner that the undergrowth or grass remains less than twelve (12) inches in height. Rocks used for drainage or landscaping that can be seen from the street cannot be rip rap rock, but must be decorative or river rocks.

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Section 12. No wire or metal fence, other than wrought iron or equivalent fencing and gates, shall be erected, placed, or permitted to remain on any Lot in the subdivision. No fence more than thirty-six (36) inches in height shall be erected, placed or permitted to remain any closer to the front property line than the front line of the home constructed on the Lot. Any fencing, whatsoever, shall be presented to and approved by the Architectural Review Committee.

Section 13. No satellite dish, radio or TV antenna, or other similar structure shall be erected, placed or permitted to remain closer to the front property line than the front of the home. The location of all satellite dishes, radio or TV antennas, or similar structures shall be approved by the Architectural Review Committee, and shall be screened, if possible, so as not to be visible from the street. No antenna shall be visible from the street.

Section 14. All drives and walks shall be constructed from concrete, asphalt, flagstone, brick, or other similar masonry material.

Section 15. All mailboxes shall be located at the street unless otherwise required by the United States Postal Service. These mailboxes shall be located in height and distance from the street in accordance with requirements of the United States Postal Service. These mailboxes shall be uniform throughout the subdivision and shall be approved by the Architectural Review Committee.

Section 16. Easements exist for utility and regulatory purposes as shown on the recorded plat.

Section 17. All homes and all other buildings shall be constructed in accordance with the zoning ordinance of Alexander County, and shall be constructed at least thirty-five (35) feet from the front property line, ten (10) feet from either side property line including sidelines at street intersections, and with a rear yard requirement of thirty (30) feet.

Section 18. The Woodlands at Oliver's Landing is intended as "housing for older persons" as defined in Section 3607(b)(2) of the Fair Housing Act (42 U.S.C). In accordance therewith, at least (80) percent of the residences shall be occupied by at least one person who is fifty-five (55) years of age or older. No children under the age of nineteen (19) shall reside in any residence without the pre-approval of the Board of Directors.

Section 19. All Owners will be required to be a member of the Association. In addition to its membership in the Association, Owner shall be a non-voting member of the Oliver's Landing Owners Association, Inc. for the purposes of and rights to (a) be included in all the social events and activities, and (b) use of common areas, including access areas, beaches, parks, docks, and other recreational areas adjacent to the lake and waterfront. Each Owner's non-voting membership in the Oliver's Landing Owners Association is included in its Association dues and no additional dues/fees (other than those mentioned in Article III) shall be required from the Oliver's Landing Owners Association; provided, however, that fees associated with individual events that are assessed to all participants shall be permitted.

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Section 20. All freestanding garages and all garages constructed as a part of any residence shall be enclosed and shall have garage doors. Carports of any type are prohibited.

Section 21. No recreational vehicle of any type, no camper of any type, no boat or boat trailer of any kind, or any other similar vehicle shall be allowed to remain on any residential Lot, either temporarily or permanently, in view from the street, except for the purpose of loading and unloading.

Section 22. No inoperable, stripped, partially wrecked or junked motor vehicles shall be kept on any Lot within view from the roadway of the property. However any such vehicle may be kept inside an enclosed garage while it is in the process of being repaired. Any utility buildings, storage buildings or garages must be constructed of new materials or color consistent with the residential structure.

Section 23. In those Lots that abut the golf course, no trees of timber four (4) inches in diameter and greater may be removed from any area within 30 feet of the golf course, unless approved in writing by the Board of Directors.

Section 24. Prior to actual implementation, landscaping plans must be submitted to the Architectural Review Committee for their review and approval.

Section 25. Any deviation from the initial original approved landscaping plan must be approved by the Architectural Review Committee.

**Article III  
WOLOA ASSESSMENTS**

Section 1. Purpose of Annual/Monthly Assessments. WOLOA will assess each home owner a "Monthly Assessment" (based on an approved Annual Budget, but paid monthly) to be used as follows:

- (a) to maintain all street lights and all roads constructed within The Woodlands At Oliver's Landing to the standard as such roads were in at the time of their original completion, such maintenance and repair to continue until such roads are publicly maintained;
- (b) to provide lawn maintenance, including fertilizing and weed control, pruning of plantings, leaf removal, mowing, and trimming for each Lot and the cost of water for irrigation of front and side lawn and shrub areas.
- (c) to maintain all landscaping in the WOLOA Common Areas in a manner consistent with the overall appearance of the Development;

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- (d) to provide such private security services as may be deemed reasonable and necessary by the Association for the protection of the WOLOA Common Areas and all Lots from theft, vandalism, fire and damage from animals;
- (e) to pay all ad valorem taxes levied against any WOLOA Common Areas and any property owned by the Association;
- (f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out the duties as set forth herein or in the By-Laws.

Section 2. Assessment Rate. Both monthly and special assessments shall be fixed at a uniform-rate for all Improved Lots. The amount of the Monthly Assessment for each year shall be the amount necessary to fund the expenses described in Section 1 of this Article. At least thirty (30) days in advance of each new calendar year, the Board of Directors for the Association will publish and deliver a written notice to each Owner, an Annual Budget, and the Monthly Assessment amount, for the coming subsequent year. The dues dates shall be established in December of each year and shall commence on January 1 of the next year. As soon as practical after the beginning of each calendar year, the Board of Directors shall furnish to each Owner a brief accounting of the receipts and disbursements made during the previous calendar year. Monthly Assessments shall be determined on a calendar year basis covering the period from January 1 through December 31. The current Monthly Assessment (for 2011) is \$165.00. For each calendar year after 2011 the maximum monthly assessment may be increased by up to twenty (20%) of the prior year's maximum monthly assessment by the Board of Directors. Any increases in the Monthly Assessment in excess of 20% may be levied only after obtaining the written consent of more than fifty (50%) percent of the aggregate number of homes then subject to this Declaration.

Section 3. Other Assessments. In addition to the WOLOA Assessment mentioned above, Owners shall be assessed for services that are the responsibility of OLOA, and provided to the community overall, as follows:

- a) OLOA is responsible for the normal maintenance and repair of the sewer transfer system serving Oliver's Landing, including the sewer transfer system in WOLOA, as set forth in the Assignment And Conveyance Of Sewage Transfer System Agreement, dated January 29, 2001, and recorded in the Alexander County, North Carolina Registry of Deeds on March 2, 2010, in Book 538, pages 1571 to 1574. Said Agreement is incorporated and made a part hereof by reference. All WOLOA home and Lot owners hooked up to the OLOA Maintained Sewer System shall pay, at the beginning of each year, to WOLOA, a "Sewer Assessment Fee", equal in amount to that paid by each home and Lot owner in OLOA into the Sewer Transfer System Fund. The WOLOA will then transfer the Assessment Fees to OLOA for deposit in the OLOA Sewer Transfer System Fund. For 2011 this assessment was \$60.00 per home owner.



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- b) In addition to payment of the WOLOA Sewer Assessment Fee, each WOLOA home or Lot owner, upon tap-on to the sewer transfer system, shall pay to OLOA a one-time "Sewer Tap-On Fee" or special assessment, of \$250.00, or such amount as approved by OLOA, which shall be equal in amount to the special assessment tap-on fee paid by OLOA home or Lot owners when they tap-on to the sewer transfer system. Such special assessment shall be placed into the OLOA Sewer Transfer System Fund.
- c) Each home owner in WOLOA will be assessed an "OLOA social membership fee" at the beginning of each year for expenses paid by OLOA and associated with community common areas and general community events. These include such items as landscaping, maintenance, security, real estate taxes, lighting, administration, etc. Each WOLOA Owner shall pay an amount equal to that paid by each home and Lot owner in OLOA. The WOLOA will then transfer the OLOA social membership fee to OLOA for deposit in the OLOA General Fund. For 2011 this assessment was \$100.00 per home owner.

Section 4. Creation of Lien of Personal Obligation for Assessments. Each Owner, by acceptance of a Deed for one or more Lots in the development, covenants and agrees with the other Lot Owners to pay annual assessments in such amounts as may be necessary to provide for the services as set out in Sections 1, 2 & 3 of this Article, and to pay other charges and special assessments for capital improvements as the same may be established and collected as hereinafter provided. These assessments shall be limited to the individual Lot Owner's prorated share. Any such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. The personal obligation for delinquent dues and charges shall not be a personal obligation of the successor in title to the Owner when such assessment and charge is made unless the successor Owner expressly assumes the obligation; however, such assessments and charges, together with interest, costs and reasonable attorneys' fees shall continue to be a lien against any Lot even though the Owner may have transferred such Lot to a successor Owner.

Section 5. Special Assessments for Capital Improvements and Emergencies. In addition to the annual assessments authorized above, the Board of Directors of the Association, may levy in any year, a special assessment applicable to that year, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and the common roadways serving the Development or for the purpose of meeting any unanticipated expenses related to the Common Areas. However, such special assessments may be levied only after obtaining the written consent of the Owners of at least fifty-one (51%) percent of the aggregate number of Lots then subject to the Declaration.

Section 6. Date of Commencement of Monthly Assessments And Due Date. The monthly assessment provided herein shall commence on January 1, 2004, for each Improved Lot. The monthly assessment for each new Lot Owner shall be prorated according to the number of months remaining in the calendar year after the conveyance of an Occupancy Permit.

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**Section 7. Effect of Nonpayment of Assessments and 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 eighteen (18%) percent per annum or the maximum amount allowed by law, whichever is lower. In addition to such interest charge, the delinquent Owner shall also pay such late charges as may have been theretofore established by the Board of Directors of the Association, to defray the costs arising because of late payment. The Board of Directors of the Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot. All interest, costs and reasonable attorneys' fees of such actions or foreclosures shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or abandoning his/her Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in Lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer; provided, however, that the Board of Directors of the Association may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro rata from all Lot Owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Lot Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 2 of this ARTICLE. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

#### **Article IV ASSOCIATION**

**Section 1. Membership.** The Association shall have one (1) class of membership. Every Owner of a Lot shall be a Member of the Association. Membership of an Owner shall be appurtenant to and may not be separated from the ownership of his/her Lot.

**Section 2. Voting.** Members owning a Lot with a permanent residence are entitled to two (2) votes. Members owning only a Lot, with no permanent residence, are entitled to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members of the Association and the voting rights appurtenant to said Lot may be exercised as they, among themselves, determine, but in no event shall more than the number of votes herein allotted per Lot be cast with respect to any Lot. Except as stated herein, or in the Association's Articles or By-Laws, all actions requiring Member approval shall be considered approved if greater than fifty (50%) percent of the votes are cast in favor of such action.

**Section 3. Board of Directors.** The Association shall be governed by a Board of Directors in accordance with its By-Laws.

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**Article V  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any non-breaching Owner or any of them jointly or severally, shall have the right to proceed at law or in equity to enforce compliance with the terms hereof or to prevent the violation or breach of such terms by any Owner or his agent. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon such Lot and correct or remove such violating structure at the expense of the Owner. Notice of violation shall be given in writing, by certified U.S. Mail prior to any legal action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect such enforcement.

**Section 2. Severability.** The invalidation by any court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

**Section 3. Duration and Amendment.** All of the covenants, restrictions and servitudes set forth herein shall run with the land. An Owner affected hereby, by accepting the deed to such premises, accepts the same subject to said covenants, restrictions and servitudes and agrees for himself, his heirs, legal representatives, administrators, and assigns, to be bound by each of said covenants, restrictions and servitudes jointly, separately, and severally. These covenants shall be in effect until January 1, 2022, and shall be automatically extended for successive periods of ten (10) years each unless the Owners of a majority of the Lots agree to terminate or modify the same in a written instrument which shall be executed and recorded in the Alexander County, North Carolina, Public Registry at any time prior to the expirations of said term or any succeeding ten (10) year period.

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**Article VII  
ARCHITECTURAL REVIEW COMMITTEE**

Section 1. Architectural Control. In order to control design and location of houses and other improvements to be constructed, erected, or placed (hereinafter "improvements") upon Lots in The Woodlands at Oliver's Landing, WOLOA and its Board of Directors hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements, regardless of when such improvements are made. The Committee is also created for the purpose of reviewing, approving, suggesting changes to and rejecting items mentioned elsewhere in this Declaration. The Architectural Review Committee is a recommending committee, and all actions or recommendations of the committee must be and are subject to final approval of the WOLOA Board of Directors.

- a) The committee will consist of three members elected by the WOLOA members, with the chairperson being a member of the Board of Directors, or a position individually elected. The committee will meet on a regular basis as determined by the committee chairperson.
- b) Before any clearing, grading or construction of any nature begins on any Lot, written approval of the plans must be obtained from the Committee. The plans include the complete construction plans - the plot plan (showing proposed location and elevation of such building, exterior building materials, fences, walks, drives, parking areas, etc.).
- c) The Committee or its designated agents shall have forty-five (45) days after physical receipt of the plans to accept or reject the same in whole or in part, and to submit the plans to the WOLOA Board of Directors for approval. If no response by the Committee and Board has been made within said 45 days, the plans shall be deemed to be approved as submitted. After the plans are approved by the Board of Directors, and after the Committee gives written permission or approval for construction to begin, the actual construction shall be commenced and completed in accordance with the approved plans, together with the requirements of the Declaration of Covenants and Restrictions. All plans submitted to the Committee, and all Committee recommendations, must have final approval from the WOLOA Board of Directors.
- d) The actual construction shall be the responsibility of the owner of the Lot and the builder. Any permission granted for construction under this covenant, shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Committee or WOLOA.

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Section 2. Restrictions. Any and all restrictions stated previously in this Declaration of Covenants and Restrictions pertaining to WOLOA, remain in force and effect. For all new construction, the total construction time permitted by this document will be limited to twenty-four (24) months from the day initial clearing, grading or construction begins until completion of all construction, and all construction debris is cleared from the Lot.

Section 3. Enforcement.

- a) Enforcement of this or any Declaration of Covenants and Restrictions shall be the responsibility of the WOLOA Board of Directors. Notification and recommendation of the Committee will be given to the Board for action.
- b) The initial step to correct any alleged violation will be to discuss any such situation with the WOLOA member. If no agreement or corrective action is made, a Notice of Violation will be issued to the property owner. If no settlement or corrective action is made within a reasonable time, the Board has the authority to proceed, as the majority of the Board members deem appropriate. This can be a fine, or corrective action taken by a third party, which would be billed to the property owner.
- c) Enforcement may also be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings, including reasonable attorney's fees.

**Article VIII  
MISCELLANEOUS**

Section 1. Articles of Incorporation. The Articles of Incorporation of The Woodlands at Oliver's Landing Owners Association, Inc., dated June 22, 2004, are recorded in the Office of the Registry of Deeds, Alexander County, North Carolina, on June 23, 2004, in Book 0470, at pages 0157 - 0159.

Section 2. By-Laws. The By-Laws of The Woodlands at Oliver's Landing Owners Association, Inc., dated June 22, 2004, are recorded in the Office of the Registry of Deeds, Alexander County, North Carolina, on June 23, 2004, in Book 0470, at pages 0160 - 0168.

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IN WITNESS WHEREOF, the Board of Directors has caused this instrument to be executed this 26<sup>th</sup> day of JANUARY, 2012.

THE WOODLANDS AT OLIVER'S LANDING OWNERS ASSOCIATION, INC

BY: [Signature]  
Robert Sand  
President

BY: [Signature]  
~~Dennis J. Chalk~~  
~~Vice-President~~

BY: [Signature]  
Judy Wancik  
Secretary/Treasurer

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, a Notary Public for said County and State, do hereby certify that Robert Sand, ~~Dennis Chalk~~ and Judy Wancik personally came before me this day and acknowledged that they are the President, Vice President and Secretary/Treasurer, respectively, of the Woodlands at Oliver's Landing Owners Association, Inc., a North Carolina non-profit Corporation, and that by authority duly given as an act of said corporation, the foregoing instrument was signed by them as President, Vice President and Secretary/Treasurer for and by said corporation.

Witness by my hand and official stamp or seal this 26 day of JANUARY, 2012.

My commission Expires: September 22, 2016

[Signature]  
(Notary Public) Thomas N. Hannah

