

FILED JoAnn Townsend
Register of Deeds, Watauga Co, NC
Recording Fee: \$240.00
NC Real Estate TX: \$.00

20080710000078930 AMD
Bk:BR1386 Pg:802
07/10/2008 09:13:59 AM 1/68



STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SUMMIT PARK ESTATES**

This Amendment to the Declaration of Covenants and Restrictions for Summit Park Estates is made with an effective date of the recordation of this amendment in the Register of Deeds Office by the Summit Park Estates Homeowners' Association, and the members of the association, herein referred to as "Summit Park Estates".

BACKGROUND STATEMENT

WHEREAS, Summit Park Estates is a planned community as defined pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina and as more particularly described at Plat Book 3 at Page 138 of the Watauga County Register of Deeds Office; and

WHEREAS, Summit Park Estates has affirmatively adopted the North Carolina Planned Community Act, Chapter 47F of the General Statutes of North Carolina, pursuant to a Notice of Adoption as recorded at Book of Records 1327 at Page 374 of the Watauga County Register of Deeds Office; and

WHEREAS, NCGS §47F-2-117 provides that the Declaration of Covenants and Restrictions for Summit Park Estates may be amended by the affirmative vote or written

✓
Prepared by: di Santi Watson Capua & Wilson
P O Box 193, 642 West King Street
Boone, North Carolina 28607



agreement signed by lot owners of lots to which sixty-seven (67%) percent of the votes of the Association are allocated; and

WHEREAS, sixty-seven (67%) percent of the lots within Summit Park Estates have by affirmative vote or written agreement signed by lot owners of lots within Summit Park Estates voted to amend the Declaration of Covenants and Restrictions for Summit Park Estates.

THEREFORE, pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina, NCGS §47F-2-117, Summit Park Estates hereby amends the Declaration of Covenants and Restrictions applicable to Summit Park Estates as attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants and Restrictions for Summit Park Estates is executed by Summit Park Estates and the lot owners within Summit Park Estates attached hereto to certify and confirm the Amendment to the Declaration of Covenants and Restrictions for Summit Park Estates pursuant to Chapter 47F of the General Statutes of North Carolina, as amended.

Summit Park Estates Homeowners' Association

By: _____

Edwin N. Hoff, President

Watauga County, North Carolina

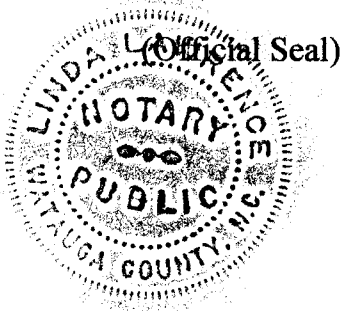
I certify that the following person Edwin N. Hoff, President of the Summit Park Estates Homeowners' Association, personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Edwin N. Hoff

Date: 6-27-08

Linda Lawrence

Print Name: Linda Lawrence

My Commission expires: Sept 2, 2011





**PROTECTIVE COVENANTS,
RESTRICTIONS, OBLIGATIONS, AND
EASEMENTS PERTAINING TO:**

**SUMMIT PARK ESTATES
HOMEOWNERS' ASSOCIATION**

SUMMIT PARK ESTATES HOMEOWNERS' ASSOCIATION (SPEHOA)

PROTECTIVE COVENANTS, RESTRICTIONS, OBLIGATIONS, AND EASEMENTS PERTAINING TO (SPEHOA).

DEFINITIONS

The following terms used in these Protective Covenants are defined as follows:



Summit Park Estates: Summit Park Development or Summit Park

Summit Park Estates Home Owner's Association (SPEHOA): An association composed of owners of residences or lots in Summit Park Development

Annual Assessments: The set amount imposed annually by the Association on the owner(s) of each residence or lot owner for their share of the annual budget.

Special Assessments: The set amount imposed by the Association on the owner(s) of each Residence or lot to defray common expenses not budgeted and for capital improvements.

Common Facilities: Those areas, structures, roads, and/or facilities in SPEHOA which are not numbered lots.

Covenants: The Protective Covenants, Restrictions, Obligations and Easements of Summit Park Development, as recorded in the Office of the Register of Deeds, for Watauga County, North Carolina.

Development: Summit Park Development as shown on the plat recorded in book 3, page 138 of the plat records of Watauga County, North Carolina.

Lot: A numbered building site which does not contain a residence.

Residence: A home located on a lot in Summit Park Development.

SECTION 1 – HOMEOWNERS' ASSOCIATION

An organization known as the "Summit Park Estates Homeowners' Association," (herein referred to as the "Association") has been formed and incorporated under the laws of the State of North Carolina. The Association has been organized and shall operate in accordance with Covenants and By-laws. All owners automatically become members of the Association at the time they purchase their residence or lot.

Section 1a – Voting

Only owners who pay the full portion of the Annual Assessment shall have voting privileges based on one vote for each residence or lot owned.

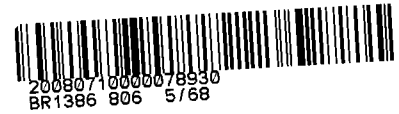
Section 1b – Annual Assessments

The Association shall have the right and the responsibility to impose an annual assessment on all owners for the purpose of defraying:

1. the costs of operating and maintaining common area lands, properties and facilities including the establishment of a capital reserve account for their future repair, replacement and/or maintenance,
2. The costs of providing contract and consultant services as needed.

Section 1c – How the amount of the Annual Assessment is determined

The proposed budget for the upcoming fiscal year, together with the recommended change, if any, in the annual assessment, shall come as a recommendation from the Board of Directors to the members of the Property Owner's Association at least (30)days prior to the date set for action to be taken on the budget by the Association.



Section 1d – Payment of the Annual Assessment

Payment of the Annual Assessment is due at the designated address of the Treasurer, within one month of the date of the annual meeting. Dues will be considered delinquent after 30 days. A second notice will be sent following the 30-day period.

Section 1e – Default in payment of the Annual Assessment

The treasurer shall take action to collect any Association fee due from any owner which remains unpaid for more than sixty (60) days from the due date of the payment. In the event of default by an owner in paying the annual fee, the owner shall pay interest at the rate of one and one-half percent (1.5%) of the delinquent amount per month on such unpaid amount from the due date, together with all expenses, including attorney's fees incurred in any proceedings brought to collect such unpaid amounts.

Section 1f – Assessment of common expenses

All owners shall be obligated to pay the Annual Assessment and Special Assessments to meet all Association expenses.

Section 1g – Liability of each owner

No owner may exempt himself from liability for common expenses by waiving the use or enjoyment of the common areas.

Section 1h – Annual increases in common expenses

The Association's Annual Assessment may be increased as necessary to maintain the common areas, roadways and the general operating expenses of the Association.

Section 1i – Budget review

The Board of Directors will monitor and evaluate the finances of the Property Owner's Association on a periodic basis. Adjustments to the budget will be made as necessary.

Section 1j – Special Assessments

In addition to the Annual Assessment described in Section 1 b above, the Association may impose Special Assessments in the following circumstances:

Paragraph 1 - Special Assessments may be necessary to cover the cost of unanticipated major repairs

In addition to the Annual Assessment described in Section 1 b above, the Association may impose special assessments involving items of operating expenses, or a shortfall of income, which cannot be accommodated within the existing budget, or for required major repair(s) or replacement(s) not adequately provided for by reserve funds. Special Assessments as described in this paragraph may be levied only with the consent of fifty-one percent (51 %) of the members voting in person or by proxy. See **Section 1a Voting**

Any special assessment(s) deemed necessary shall come together with an explanation as to why such an assessment is necessary--- from the Board of Directors to the members of the Association at least thirty (30) days prior to the date set for an emergency meeting of the Home Owner's Association. Or in event of seeking approval by mail, such notice and explanation shall be sent to owners and at least 30 days shall be allowed for their review and their approval or disapproval.

Paragraph 2 - Special Assessments for improvements or additions to the common property and its facilities and acceptance and/or purchase of property that is not part of the platted common area

In addition to assessments pursuant to Section 1j, Paragraph 1 above, Special Assessments may be levied for improvements or additions to the common property and its facilities. This is also intended to include the acceptance and/or purchase of property that is not part of the platted common area. Special assessments as described herein may be levied only with the consent of fifty-one percent (51%) of the members voting in person or by proxy.



All Special Assessments pertaining to improvements or additions to the common property and its facilities, including acceptance and/or purchase of property that is not part of the platted common area shall come as a recommendation from

The Board of Directors and shall be presented to the members of the Association---together with an explanation as to why such changes are needed---at least thirty (30) days prior to the date set for a regular or special meeting at which time action is to be taken on such recommendation, or in event of seeking approval by mail, such notice and explanation shall be sent to owners and at least 30 days shall be allowed for their review and their approval or disapproval.

Special Assessments shall be fixed at a uniform rate for all residences and lots.

SECTION 2 – MAINTENANCE OF STREETS AND LAWNS

Section 2a - Ownership

All streets, roads, roadways and other common facilities within the Development, as designated in the Initial Plat and subsequent recorded plats, shall be owned by the Summit Park Estates Homeowner's Association, subject to the easements created herein. The term "common facilities" includes those areas, structures and/or facilities of the property that are not part of such portions that are shown as numbered building sites; plus those areas that are part of a numbered building site, shown as a road easement on the plat; they include, but are not necessarily limited to, the following:

Streets, roads, roadways, curbs, common grounds and common parking areas; community street signs, entrance gates and border fences; trees, shrubs, plants and flowerbeds and reinforcing or shoring materials on common lands, with their improvement, betterments and equipment, where applicable.

Section 2b – Maintenance of common areas by the Association

Such common facilities shall be maintained by the Association from funds generated by the Annual Assessment. Maintenance of common areas by the Association: Such common facilities shall be maintained by the Association from funds generated by the annual assessment with the exception of the present water well and all of its appurtenances, located on Lot 29.

It is important to note that due to the complexity of the present well system and its appurtenances that the majority of the Association membership recommends each home and property owner provide their own well, septic and utilities. The Association accepts no responsibility for the present water well and its appurtenance.

Section 2c – Maintenance of Private Property

Property owners must maintain their property (i.e. lawns) during the summer months. If not maintained, the Association may have the maintenance completed and the property owner will be billed for the service.

Section 2d – Easements

All of the Properties, including Lots and Common Areas, shall be subject to such recorded easements for storm drainage facilities, gas lines, telephone, television cable lines, and electric power line and other public utilities; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are required for the convenient use and enjoyment of the Properties. In addition, there is hereby reserved in the Development and its agents and employees an easement and right for ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purposes of construction or improvements within the Properties.

SECTION 3 GENERAL RESTRICTIONS

The following restrictive covenants shall be applicable to all portions of the Development



Section 3a – Utilization of property for business or commercial enterprises

Except for normal residential construction and sales activities, no portion of the Development may be utilized for any business or commercial enterprise. Rental of residential dwellings is permissible.

Section 3b – Existing Restrictions

Prior to the sale of the first lot in Summit Park Development, the developer placed deed restrictions on all the lots. Subsequent owners have added to or changed the restrictions. These Covenants are not intended to alter those existing restrictions, but are in addition to those covenants.

Section 3c- - Impact Fees

The purpose of an impact fee is to protect the neighborhood common areas. These funds will be spent on repairing, restoring, and maintaining Association Property(s). The builder or owner/builder will be responsible for the payment of Impact Fee(s). The Impact Fee must be paid to the Association Treasurer fifteen (15) days prior to the commencement of any new building process which requires a county building permit. It is important to note that legal action will be pursued by the Association in all cases of non-compliance.

An impact fee shall be paid to the Treasurer of (SPEHOA) upon anyone taking out the building permit as required for any construction within the development by Watauga County. This fee, of \$2000 shall be paid by the builder. Non-payment will result in legal action to halt construction until payment is received.

The amount of this fee shall be reviewed by the Board of Directors each year prior to the annual meeting in the event of changing costs and circumstances. The Board shall advise the members of this study and shall recommend a change if deemed necessary. Any change in the amount shall be approved by a majority vote of the members attending the meeting.

A letter acknowledging receipt of the impact fee shall be sent to the builder by the Secretary. Accompanying the letter shall be a fact sheet setting out the rules governing the use of the road by the builder as stated in Section 4, Paragraphs b, c, d, e, and f.

Section 3d – No objects allowed that would obstruct vision of traffic

No fence, wall, hedge, or other shrub or similar plant shall be allowed if such fence, hedge, or other plant has the effect of obstructing vision of oncoming traffic at any intersection within the Development or any intersection of any road within the Development with any public road. Trees which are located near such intersections must also be trimmed and maintained in such a way so as not to obstruct the view of oncoming traffic.

SECTION 4 – Road Regulations and Usage

1. The purpose of these regulations is to maintain and regulate the use of the road and its appurtenances and for the architectural integrity of the community. Therefore, it is important to note that each resident and property owner distribute a list of these road regulations to their respective Builders/Contractors before the commencement of construction.
2. In accordance with the protective covenants the Association grants each resident/property owner their guests and invitees the use of ingress and egress on Summit Park roadways.
3. The Association is the governing entity and is responsible for the maintenance and regulations of road use. Road maintenance shall include without limitation, repair of ordinary wear and tear of the road, erosion prevention, snow removal, and other ordinary activities to maintain the roads.
 - a. Snow removal: snow removal will be necessary to defray the cost of insurance and allow emergency vehicles ingress and egress during winter months.
 - b. Winter months: During winter month (December 1st thru April 1st) large commercial vehicles in excess of 5 tons (10,000 pounds) will be prohibited from ingress or egress on Summit Park Estates roadways.



- c. Emergency vehicles will be the only exception.
 - d. Spring/Summer months (April 2nd thru November 31st) large commercial vehicles in excess of 30 tons (60,000 pounds) will be prohibited. Commercial concrete trucks will be limited to no more than 7 yards per load.
 - e. All commercial vehicles are prohibited from loading or unloading any type of construction machinery on the paved surface, unless substantial road protection or covering is placed prior to unloading and loading.
 - f. Parking of commercial vehicles: Commercial vehicles, trailers and construction accessories are prohibited from parking on or about the road surface for more than 1 hour. Construction vehicles/accessories should utilize the subject lot for a parking facility.
 - g. Construction debris: For the purpose of safety and maintenance of the road. It is incumbent upon the Contractor, subcontractor, or vendors to keep any debris from entering on or about the roadway. Individuals responsible for creating any debris on the road must have it cleaned immediately.
4. Indemnification: Each resident/property owner shall indemnify and hold the Association harmless from and against all common law or statutory liabilities, damages, obligation, losses, claims, civil action, costs or expenses, including attorney's fees arising from any act, omission or negligence of the Resident/property owners or its, contractors, subcontractors, builders, licensees, agents, guests or invitees on or about the road, or arising from any breach or default under the Covenants which are recorded in the Record of Deeds Office in Watauga County, North Carolina.
5. Enforcement: In the event of any damage to the road or its appurtenances causes by an Owner, his guest(s) invitees, including builders, subcontractors and or vendors, the owner will be notified in writing by the Board of Directors. The Owner, will then be responsible for repairing the damage at the Owner's sole expense. The repair(s) must be completed within a thirty (30) working day period. If the owner does not make repairs within the 30 day period, then the Board of Directors will have the option of repairing the damage and billing the owner for the cost. This cost must be paid to the Association by the owner within 30 days of receipt of the billing. Failure by the Owner to pay this bill will prompt action by the Board to enforce payment as set out in Section 5a above. The Board shall establish a Road Committee which shall assist in monitoring the use and condition of the roads and report any breach of the rules or any deteriorated condition that needs repair. It shall be the obligation of each owner to see that his contractor and guests observe the rules for preservation of the roads, and furthermore, shall observe the road conditions in his area of the development and report any problems to a member of the Road Committee or a member of the Board.
6. Effective Term: These regulations shall be perpetual, and shall encumber and run with the land

The Association shall own the Entry Street and the right of way, all streets or road appurtenances which are not occupied by a building site as shown on the recorded plats. The property and all improvements shall be used solely for the benefit of owners and their guests of property within the Development and such outside groups approved by the Board of Directors.

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be an accessory to and shall pass with the title of every residence and lot.

SECTION 5 - ENFORCEMENT

In the event of any violation of the Covenants and By-laws, the Association shall proceed as follows to enforce compliance:

Section 5a – In the case of non-payment of any fee or assessment

In the case of non-payment of any fee or assessment within the period(s) specified in the By-laws of the Association, the Board of Directors shall have the duty to secure a lien on the property of the debtor. Further, the Board of Directors may enforce said lien by foreclosure, according to the applicable laws of the state.



Section 5b – The right to recover expenses relative to enforcement proceedings

The enforcement procedures outlined in 5a above shall include the right of the Association to proceed to recover costs, damages, and reasonable attorney's fees associated with such procedures, either through inclusion in amounts collectible in foreclosures, or otherwise.

SECTION 5c - Failure of enforcement not to be considered a waiver of its right subsequently to take enforcement action

Any failure by the Association to enforce any right, reservation, obligation, restriction or condition contained herein, for any period of time, shall not be considered as a waiver of its right subsequently to take such enforcement action, nor shall such failure be considered as a precedent to prevent its right to do so. Invalidation of anyone of these Covenants or restriction by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 5d - These Covenants and obligations shall run with the land and shall be binding upon all parties owning any portion of the Property.

These Covenants and obligations shall run with the land and shall be binding upon all parties owning any portion of the Development, their heirs, administrators, executors, successors, and assigns, and all parties claiming against them and through them for a period of fifty (50) years from the date these Covenants have first been recorded in the Register of Deeds Office for Watauga County, after which time such Covenants shall be automatically extended for successive periods of ten (10) years each unless they are amended by the affirmative vote of not less than two-thirds (2/3) or (67%) of the owners and recorded in the Register of Deeds Office for Watauga County, North Carolina.

SECTION 6 – BOOKS AND RECORDS

The Association shall maintain complete records reflecting all receipts and expenditures. Said books and records shall be available for inspection by any owner by their contacting the President of the Association.

SECTION 7 – AMENDMENTS TO THE COVENANTS

Section 7a – Who may propose an amendment

An amendment may be proposed by any member of the Association.

SECTION 7b - Two thirds (2/3) or 67% of the owners needed to amend the Covenants

These Protective Covenants may be amended by the affirmative vote of not less than two thirds (2/3) or 67% of the owners within the Summit Park Development at any meeting of the Members, called and held in accordance with the Bylaws. Or such vote may be solicited by the Board of Directors by the Secretary mailing to members a letter stating the substance of the change with an explanation for the need for the change and containing a ballot to be returned at the end of a thirty (30) day period of time, the Secretary and President shall calculate the votes for or against the change. Should the change be approved by the members set out herein, the amendment shall be recorded as set out in Section 7d. herein, otherwise the amendment shall fail. The result of the vote at a meeting or by mail shall be noted in the minutes of that meeting or at the next meeting for mail in vote. In either case, the Secretary shall advise the members the result of the vote.

SECTION 7c - Notice of the meeting set for action to be taken on an amendment by the Association

The text of any proposed amendment shall be included in the notice of meeting and such notice shall be distributed to all owners at least thirty (30) days prior to the date set for action to be taken on the amendment by the Association.

SECTION 7d - Amendment to be notarized and recorded in the Register of Deeds Office



A copy of such approved amendment shall then be executed by the Board of Directors of the Association, notarized and recorded in the Register of Deeds Office for Watauga County, North Carolina.

SECTION 8 - MISCELLANEOUS

SECTION 8a - Interpretation and enforcement of this instrument shall be according to the laws of the State of North Carolina

This instrument shall be interpreted and enforced according to the laws of the State of North Carolina.

Section 8b – Indemnity restrictions against liability of the Association

Notwithstanding certain duties of the Association to maintain, repair and replace certain common facilities (as described herein), the Association shall not be liable to any party for injury or damage caused by any latent condition, or by any other condition which is not created by the acts or omissions of the Association, nor for injury or damage caused by the elements, other owners of portions of the Development, or any other parties.

SECTION 9 – INSURANCE COVERAGE

Section 9a Extent of coverage

The Association's Board shall maintain a comprehensive general liability insurance policy and an umbrella policy covering all common areas, public ways, and any other areas under its supervision. The total coverage shall be at least two million (\$2,000,000.00) dollars for bodily injury and property damage for any single occurrence. The coverage shall be for bodily injury and property damage resulting from the operation, maintenance or use of the Common Areas and legal liability that results from lawsuits related to employment contracts in which the Association is a party. Coverage shall further be provided for any other activities undertaken by the Association in addition to the general management of the Common Areas. The policy shall provide for at least ten (10) days written notice to the Association prior to cancellation or substantial modification to the policy.

Section 9b – Provision for blanket fidelity bonds

The Association's Board shall provide blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as the obligee *[the one to whom another is bound by contract]* and the Association shall pay the premium as a common expense. In the event a management agent shall handle funds for the Association, it shall be covered by its own fidelity bond with the same coverage required of the Association, and with the Association to be named as an additional obligee. Bonds shall cover the maximum funds that will be in the custody of the Association or management agent at any time while the bond is in force. The bond must include a provision requiring ten (10) days written notice to the Association (or insurance trustee if applicable) before the bond can be cancelled or substantially modified.

Section 9c – Deposit of annual funds

All monies collected for Annual dues or assessment(s) by any member of the Association must be deposited and maintained in a local banking establishment within Watauga County. The banking institution must be disclosed within the Annual Budget Report.

Section 10 – House Specification

The purpose of this section is to formulate a designated house size for the enrichment of property values and avoid real estate obsolescence. House size: Each house being constructed within the confines of Summit Park Estates Development must have at least 1400 square feet of heated space exclusive of garage(s). Any house being built less than 1400 square feet of heated space is prohibited. Plans must be submitted to the Board, prior to construction.



Summit Park Estates Homeowners' Association

Homeowners' Association Handbook

BY-LAWS OF SUMMIT PARK ESTATES HOMEOWNERS' ASSOCIATION

ARTICLE 1 – IDENTITY

These are the By-laws of Summit Park Estates Homeowners Association, Inc., of a North Carolina non-profit corporation.

For purposes of these By-laws, terms specifically defined within the Covenants for Summit Park Estates Homeowners' Association and amendments thereto or the North Carolina Non-profit, Chapter 55A, North Carolina General Statutes (the "non-Profit Act"), shall have the same meaning herein. Unless the Covenants or By-laws expressly provide otherwise, the procedures and substantive matters governing the Association can be determined by reference to the Act and North Carolina General Statutes Chapter 40F: North Carolina Planned Community Act.

ARTICLE 2 – THE NAME AND LOCATION OF THE ASSOCIATION

The Summit Park Estates Homeowners' Association does hereby establish a non-profit corporation which shall be known by the above name. The purpose of the Association shall be to provide for the orderly enforcement of these covenants, including, but not limited to, the maintenance, upkeep and repair of the joint rights of way within the development and any common elements or any other matter or area determined by the Association to be a common element or other area of common interest. The Board of Directors as established in the By-laws of the Association shall constitute the Executive Board as defined in N.C.G.S. 47E-3-103 and shall be subject to the provisions of such statute, except as set forth in this Declaration or the terms of the By-laws of the Association.

An organization known as the "Summit Park Estates Homeowners' Association, Inc." (Hereafter referred to as the "Association"), located in Watauga County, North Carolina, has been formed and incorporated under the laws of the State of North Carolina. The Association has been organized and shall operate in accordance with the following By-laws which have been prepared and distributed to all residents or lot owners and have been approved by at least 51 % of all residential or lot owners.

ARTICLE 3 – PURPOSE

The purpose of this Association is to act on behalf of its Members collectively as their governing body in administration, maintenance, repair, and replacement of all those certain parcels of property, together with improvements thereon which are described in and made subject to the "Protective Covenants, Restrictions, Obligations, and Easements for the Summit Park Development," located in Watauga County, North Carolina, shown on the plat of the Development recorded with the Watauga County Register of Deeds.

Any reference to he, his, or him in these By-laws is gender neutral and applies equally to persons of both sexes.

ARTICLE 4 - MEMBERSHIP AND VOTING PRIVILEGES OF ALL OWNERS

SECTION 1 - Membership and voting privileges of all owners

All owners of residences and lots within the Summit Park Development are members of the Association.

Only owners, who pay the full Annual Assessment, shall have voting privileges based on one vote for each residence or lot owned.

SECTION 2 - Except as provided, membership shall not be transferable

ARTICLE 5 – MEETINGS OF MEMBERS



SECTION 1 - Unless notified otherwise, all meetings of the Association shall be held in the home of a member.

Meetings of the Members of the Association shall be held in the home of a member or at such other place in Watauga County, North Carolina as agreed upon by the Board of Directors. A notice of the date and the site shall be distributed to each owner at least 30 days prior to the meeting.

SECTION 2 - Regular meetings of the Members of the Association

There shall ordinarily be at least one (1) meeting of the Members of the Association during the calendar year. At this meeting, the Association shall conduct the election of members to the Board of Directors for the upcoming calendar year, and shall give final approval of the budget for the upcoming fiscal year, unless a special meeting has been called to do so. At this meeting the dues & assessment statements, will be provided for the coming year, to all members present. The dues and or assessments are due within 30 days of the annual meeting.

This schedule of meetings is subject to change by a 51% majority vote of the Members present, represented by one vote per residence or lot, at any regular or special meeting of the Association. Any regular meeting that has to be cancelled by the Board of Directors may or may not be rescheduled as determined by the Board of Directors, but there must be, at least, one meeting per year.

SECTION 3 - Requirements for calling a special meeting of Members

A special meeting of the members of the Association may be called by: (1) The majority vote of members of the Association, either in person and by proxy, at any regularly scheduled meeting, (2) The majority vote of the Board of Directors, or (3) a petition signed by at least thirty percent (30%) of all members entitled to vote. It will be the responsibility of the President or any Director to arrange for a called meeting.

SECTION 4 - What shall be included in the notice of a special meeting

A notice of any special meeting shall state the time, place, and purpose of the meeting. The notice of such a meeting shall be in written form and distributed to each owner at least 30 days prior to the meeting.

SECTION 5 - What business can be transacted at a special meeting

No business shall be transacted at a special meeting of the Association except as stated in the notice thereof, except with the consent of a majority of the Members present, either in person or by proxy, as represented by the one vote per residence or lot.

SECTION 6 - What constitutes a quorum for the transaction of business at all meetings of the Members

Section 6a – A quorum is present throughout any meeting of the Association if persons entitled to cast ten percent (10%) of the votes which may be cast for election of the Board of Directors are present in person or by proxy at the beginning of the meeting.

Section 6b – In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of the majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the declaration or the by-laws, the quorum requirement at the next meeting shall be one-half of the quorum requirements applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

SECTION 7 - Amendments to Covenants and By-laws

The Covenants may be amended by the affirmative vote of not less than two thirds (2/3) or 67% of the owners of all residences or lots within the Summit Park Development.

The By-laws and Rules and Regulations may be amended by the affirmative vote of not less than a majority (51%) of the owner(s) of all residences or lots within the Summit Park Development.



SECTION 5 - Regular meetings of the Board

A regular meeting of the Board shall be held prior to each annual meeting of the Association. Additional meetings may be held at such time and place as shall be determined by the Directors.

SECTION 6 - Compensation of Directors restricted

Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

SECTION 7 - Powers and Duties of the Board of Directors

The Board of Directors shall have and exercise such powers, duties, and responsibilities as are granted to it by the Covenants and these By-laws. Such powers and duties shall also be exercised in accordance with the Statutes of the State of North Carolina and in accordance with the provisions of applicable law.

The duties and responsibilities of the Board shall include, but not be limited to, the following:

1. To administer the affairs of the Association and the Property as efficiently and as promptly as possible.
2. To make or amend, subject to the approval of the members of the Association, such reasonable rules and regulations concerning the operation and enjoyment of the Property and the facilities as may be consistent with the Covenants and these By-laws, and to publish such rules and regulations.
3. To provide for the operation, maintenance, repair and replacement of the common areas and its facilities within limits set in applicable line items in the annual budget and within the guidelines set for use of the money in the Capital Reserve Fund.
4. The Board shall have no authority to authorize or approve any unbudgeted capital expenditures without securing approval from the members of the Association. Also, the Board shall have no authority to authorize or approve any capital expenditures without securing approval from the members of the Association.
5. To follow the procedure for budget preparation and presentation to the members of the Association.
6. To purchase liability and any other types of insurance coverage necessary for the protection of the Association, its members and employees, and its Directors and Officers.
7. To obtain professional and technical services and to employ independent contractors for such services as may be required to carry out the functions outlined in paragraph 3 above.
8. To oversee all committees as established under Article 9 pertaining to committees.

Section 8 - Provisions for indemnification of Board members

Every director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees and court costs (at all trial and appellate levels) reasonable incurred by or imposed upon him or them in connection with any proceeding, litigation, or settlement in which he may become involved by reason of his being or having been a Director or Officer at the time the event giving rise to such proceeding, litigation or settlement had occurred.

Notwithstanding the above, in the event of settlement, the indemnification provision as stated above herein shall not be automatic and shall apply only when the Board approves such settlement and authorized the reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or Officer admits to or is adjudged guilty of a wrongful act in the performance of his duties, the indemnification provision as stated above shall not apply.

ARTICLE 6 – BOARD OF DIRECTORS

SECTION 1 – Number of members on the Board

The officers of the Association and one member of the Association elected at large.

SECTION 2 – Prerequisites to being a member of the Board



Each director shall be a member of the Association.

Section 3 – Election of members to the Board of Directors and Member At large.

Section 3a – A three (3) member nominating committee will be appointed by the President ninety (90) days prior to the annual meeting. The committee shall exclude all current officers. The slate of officers and member at large will be presented at the annual meeting.

Section 3b – Current Board of Directors may serve for more than one (1) year.

Section 3c – At the annual meeting the names of additional candidates may be solicited from the floor and the entire slate will then be submitted for vote by the attending members.

Section 3d – The election will be conducted by ballot vote at the annual meeting of the Association.

Section 3e – Prior to the meeting, the President of the Association shall suggest the names of three members, whose names do not appear on the ballot, to serve as tellers.

Section 3f – The tellers shall appoint one of its members to announce the results of the election.

Section 3g – It shall be the responsibility of this teller to keep the ballots in their possession for a period of thirty (30) days for review by any member of the Association wishing to do so. The ballots shall then be destroyed at the close of this thirty (30) day period.

SECTION 4 – Filling a vacancy on the Board

Any vacancy on the Board arising by resignation, death, or removal from office shall be filled by having the Board of Directors select a member to serve for the unexpired term of his predecessor.

ARTICLE 7 – OFFICERS & DIRECTORS

Section 1 - Designation of officers

The officers of the Association shall be elected at the annual meeting for the year by the members and shall consist of a:

President, Vice-President, Treasurer, and a Secretary and a member at large.

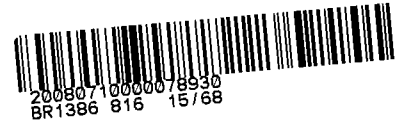
The office of the President and the Vice-President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Treasurer.

Section 2 – Power, duties and responsibilities of each representative officer and Director of the Association.

1. The President

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and of the Association. He will represent the Association in dealings outside of the Property Owner's Association and has the power to appoint committee members.

The President in cooperation with the Secretary shall prepare and make available to each member a printed agenda for all meetings.



2. The Vice President

The Vice President shall perform such duties of the President as shall be assigned to him by the President, and in the absence of the President shall perform the duties and functions of the President.

3. The Secretary

The Secretary shall serve as Secretary of the Board and of the Association. Minutes of each Association meeting and each Board meeting shall be made available to members of the Association upon request. A copy of the minutes of each Association meeting and each Board meeting shall be kept for future review as needed.

The Secretary shall issue all notices required by these By-laws.

Section 3 – Motions to be written out in full Any and all motions, recommendations, resolutions, rules, regulations, or policies which are made, seconded, discussed, and voted on shall be written out in full and the Secretary or the Chairman shall read the motion prior to a vote being taken. The entire text of any motion shall be recorded in the minutes or a copy appended thereto because of its length. This policy applies to all the meetings of the Association.

4. The Treasurer

The Treasurer shall keep tract of all receipts and disbursements of funds. (See Article 9, Section 2)

Article 8 – Committees

Section 1 – the formation of Committees

There may be committees of the Members to carry out various functions and activities of the Association. All committees shall be established by resolution of the Board of Directors. Periods of appointment, duties and responsibilities shall be clearly stated in the respective resolution when a new committee is formed.

Section 2 – How the chairman and the members of each committee are selected

The Board of Directors will appoint a chairman for each committee. The number of members and the selection of members to serve on each committee are left to the Board's discretion.

Section 3 – Committees to operate according to the duties and responsibilities set for them

Each committee shall operate within the parameters of the duties and responsibilities set for it by the Board of Directors.

Section 4 – Dissolution of committees and resolving conflicts between committees

Whenever the need for a committee no longer exists, it may be dissolved by a resolution of the Board. If an overlap or conflict of function arises between committees, the Board shall resolve the problem.

ARTICLE 9 – FISCAL MANAGEMENT (Duties of the Treasurer of the Association)

Section 1 – Fiscal Year

The Fiscal year of the Association shall run from August 1 through July 31



Section 2 – Collection of fees and assessments

Section 2a – Income

1. Receive, record, and deposit all Association monies in the checking account of the Property Owner's Association.
2. Maintain a record of the payment of the Property Owner's assessment billings, late fees, adjustments, and payments.
3. Enforce delinquency procedure.
4. Administer the established delinquency procedure by charging appropriate late fees (as determined by the Board) and issuing late letters on behalf of the Association. A delinquent notice will be sent after 30 days from the original dues statement date. A second bill will be included at this time. After 60 days, delinquent procedures shall be enforced by the Treasure and Secretary of the Association.
5. Cooperate with legal counsel on collection matters.

Section 2b – Disbursement procedures

1. Receive, review, and approve invoices on behalf of the Association.
2. Prepare and disburse checks for payment of approved expenses from Association accounts. The Board shall inspect and/or verify that all work performed by contractors and/or service providers has been satisfactorily performed before payment is made.
3. Maintain monthly disbursements files, which include copies of all invoices with copies of all checks and/or check registers.

Section 2c – Audit

1. Contract on a periodic basis (as determined by the Board) with an independent certified public accountant on behalf of the Association to prepare a certified audit of the Association books and records.
2. Review and make recommended adjustments to the Association records as outlined in the audit.
3. The complete Audit Report shall be maintained by the Treasurer and reported at the next annual meeting.

Section 2d – Financial Reports

Prepare and maintain all records necessary to produce the monthly and quarterly financial report.

Section 2e – Budget preparation

1. The Board of Directors shall prepare a proposed budget for action to be taken on the budget by the members of the Association at the annual meeting.
2. The proposed budget shall be mailed to the members of the Association with the notice of the annual meeting



Section 2f – Fidelity bonding

The Board shall maintain a fidelity bond insuring the Association for all funds in accordance with the By-laws.

SECTION 3 – GUIDELINES FOR ADMINISTERING THE FINANCES OF THE ASSOCIATION

Section 3 – Paragraph 1 – The maximum increase in the Annual Assessment applicable to any calendar year

The maximum increase in the annual assessment applicable to any calendar year shall not be more than the amount necessary to maintain the standards of the Development and to establish reserve funding for repairs and maintenance. (Road repair and common ground, etc.)

Section 3 – Paragraph 2 – If the Annual Assessment is deemed inadequate during the course of any fiscal year

If at any time during the course of any fiscal year the Board shall deem the amount of the annual assessment to be inadequate, it shall prepare a revised budget for the balance of the fiscal year to be submitted to the membership for approval.

Section 3 – Paragraph 3 – Persons authorized to sign checks

Persons authorized to sign checks shall be determined by the Board.

SECTION 4 – RESERVE FUNDS

The Association shall provide Reserve funds for major maintenance and replacement of common area property (roads) and its facilities. This shall be maintained in an interest bearing account.

Section 4 – Paragraph 1 – Where reserve funds may be invested

Reserve funds are to be invested in a manner best calculated to assure the preservation of capital and availability when needed. The funds shall be invested in one or more of the following:

1. Certificates of Deposit
2. Money market accounts
3. Treasury CDs

The total of Reserve funds invested in any one financial institution shall not at any time exceed the maximum federal insurance coverage, then in effect as applicable to corporations.

Section 4 — Paragraph 2 – How Reserve Funds may be used.

The Board may not use Reserve funds for any purpose other than what is specified in Sections 2a and 2b of the Covenants and maintenance of common areas of the Association. Reserve funds shall not be transferred or used as loans for operating expenses except as specifically authorized by the Board.

ARTICLE 10 – OCCUPANCY

The Summit Park Homeowners' Association does not discriminate, based on race, sex, religion, ethnic background or national origin.



ARTICLE 11 – RULES AND REGULATIONS

Rules and Regulations are defined as the guidelines for Community living. The Association shall prepare, print, and distribute information booklets setting forth the Rules and Regulations to all owners. The information shall also be available to all prospective purchasers.

Section 1 – Development of Rules and Regulations

The Board shall amend, add to, and revise the current set of Rules and Regulations as the need arises subject to the approval of the Members of the Association who are entitled to vote. Any and all amendments, additions, or revisions of the current set of Rules and Regulations require at least a majority vote by the members of the Association based on the one vote per residence or lot rule.

ARTICLE 12 – ROBERTS RULES OF ORDER

Roberts Rules of Order shall govern the conduct of the meetings of Summit Park Property Owner's Association when not in conflict with the Protective Covenants and By-laws of the Association and the Statutes of the State of North Carolina

ARTICLE 13 – AMENDMENTS

Section 1 – Required number of votes to amend

These By-laws may be amended by the affirmative vote of not less than fifty-one percent (51%) of all members of the Association entitled to vote in person or by proxy at any meeting. The text of any proposed amendment shall be included in the notice of meeting and such notice shall be distributed to all owners at least fifteen (15) days prior to the date set for action to be taken on the amendment(s) by the Association. Or such vote may be solicited by the Board of Directors by the Secretary mailing to members a letter stating the substance of the change with an explanation for the need for the change and containing a ballot to be returned: at the end of a thirty (30) day period of time, the Secretary and the President shall calculate the votes for or against the change. Should the change be approved by the number set out herein, the amendment shall be added to the By-Laws, otherwise the amendment shall fail. The result of the vote at a meeting or by mail shall be noted in the minutes of that meeting or at the next meeting for mail in vote. In either case the Secretary shall advise the members the result of the vote.

Section 2 – Who may propose an amendment

An amendment to the By-laws may be proposed by any Member of the Association.

Section 3 – Limitations placed on amendments

No amendment may be made to these By-laws which shall in any manner, reduce, amend, affect, or modify the terms, conditions, rights and obligations of the Summit Park Homeowners' Association as set forth in the Protective Covenants of Summit Park Homeowners' Association.

ARTICLE 14 - PRESERVATION OF RECORDS


The Board of Directors shall rent a security deposit box in a bank in Boone, NC to keep records pertinent to the operation of the Association. Such records shall include copies of the incorporation papers, the Covenants, the By-Laws, minutes of the meetings of the members, minutes of the meetings of the Board of Directors, annual Treasurers reports, audit reports, contracts, insurance policies, and any other records deemed essential to the continuing efficient operation of the Association. Keys shall be retained by as many members of the Board as bank policy allows, but particularly the President, Treasurer and the Secretary.



State of North Carolina

County of ~~Watauga~~ WAKE

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.


Name of Lot Owner

ERIC J. CUMMING
Name of Lot Owner

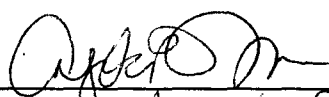
Lot Number # 1

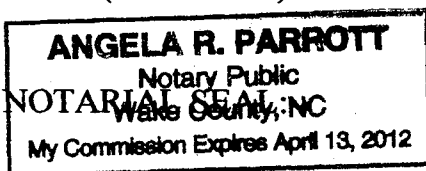
Wake County, Wake

I certify that the following person(s) Eric J. Cumming personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 4-7-08

(Official Seal)


Print Name: Angela R. Parrott
My Commission expires: 4-13-2012



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Schwarz

Ronald P Schwarz
Name of Lot Owner

Mina Z. Fink
Name of Lot Owner

Lot Number # 3

Wake County, North Carolina

I certify that the following person(s) Ronald Schwarz and Mina Z. Fink personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: lot owners.

Date: 4/1/2008

(Official Seal)

Karen V Keeney
Print Name: Karen V Keeney
My Commission expires: 01/09/2012

NOTARIAL SEAL

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Deborah Tate Williams

Name of Lot Owner

Name of Lot Owner

Lot Number 8,9,10

Macklenburg County, North Carolina

I certify that the following person(s) Deborah Tate Williams personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: 05/09/08



Peggy S. Byrns
Print Name: Peggy S. Byrns
My Commission expires: October 21, 2008

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Chris Musselwhite

Name of Lot Owner

Chris Musselwhite

Name of Lot Owner

Lot Number 12

Guilford County, NC

I certify that the following person(s) Chris Musselwhite personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: Feb. 25 2008

Donna H. Kelly

Print Name: Donna H. Kelly

My Commission expires: July 24, 2008



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

WESLEY STEEN

Name of Lot Owner

[Signature]

Name of Lot Owner

Lot Number 13

WATAUGA County, NORTH CAROLINA

I certify that the following person(s) Wesley Steen personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 4.1.08

(Official Seal)

Audrey Davis

Print Name: Audrey Davis

My Commission expires: July 6, 2010

NOTARIAL SEAL:



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Peggy L. Cantrell
Name of Lot Owner

Name of Lot Owner

Guilford Lot Number 241 14 + 15
Watauga County, North Carolina
Peggy L. Cantrell

I certify that the following person(s) Peggy L. Cantrell personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: yes.

Date: 8/28/08

(Official Seal)

NOTARIAL SEAL

LuAnne C. Perry
Print Name: LuAnne C. Perry
My Commission expires: September 1, 2010

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

[Signature]
Name of Lot Owner

Torrey Tye
Name of Lot Owner

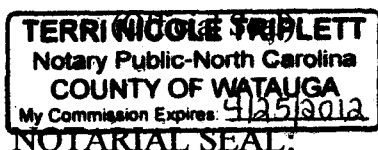
Lot Number 17418

NC County, Watauga

I certify that the following person(s) David = Torrey Tye personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: POA.

Date: 3-19-2008

[Signature]
Print Name: Terri Nicole Triplett
My Commission expires: April 25, 2012



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Charles F. Reid - Charles F. Reid
Name of Lot Owner

Charlene H. Reid Charlene H. Reid
Name of Lot Owner

Lot Number 19

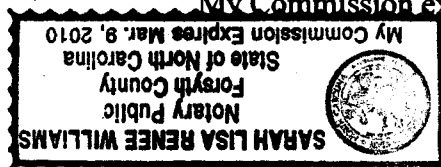
Forsyth County, North Carolina

I certify that the following person(s) Charles Reid personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 3-13-08
(Official Seal)

Sarah Lisa Renee Williams
Print Name: Sarah Lisa Renee Williams
My Commission expires: March 9, 2010

NOTARIAL SEAL:



State of _____

County of _____



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

John T. C.
Name of Lot Owner

Marie M. Caracuzzo
Name of Lot Owner

Lot Number #21

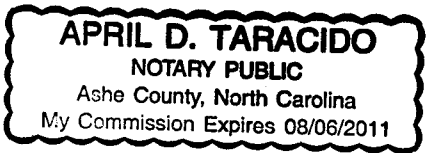
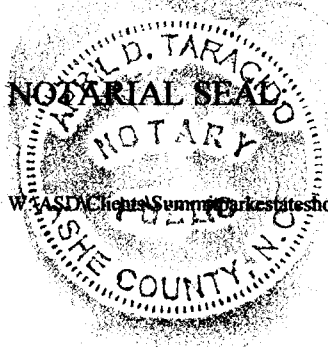
Watauga County, NC

I certify that the following person(s) John T. and Marie M. Caracuzzo personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owners.

Date: 6/23/2008

(Official Seal)

April D. Taracido
Print Name: April D. Taracido
My Commission expires: 08/06/2011



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Thomas L. Farrell
Name of Lot Owner

Carolyn M. Farrell
Name of Lot Owner

Lot Number 22

Alamance County, NC

I certify that the following person(s) Thomas L. Farrell and Carolyn M. Farrell personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: lot owners.

Date: 2/26/2008
(Official Seal)

Stephanie C. Pierce
Print Name: Stephanie C. Pierce
My Commission expires: 1/28/2009

NOTARIAL SEAL:



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Wiley M. Starnes
Name of Lot Owner

Bryan W. Starnes
Name of Lot Owner

Lot Number

#27 & #28

Cat. County, 2008

I certify that the following person(s) BRYAN W. STARNES personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

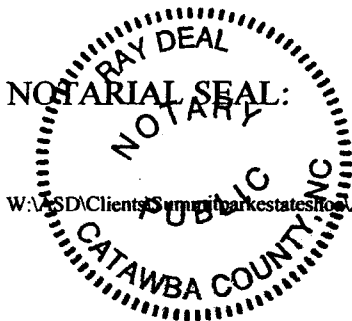
Date: 4-14-08

(Official Seal)

Ray Deal

Print Name: RAY DEAL

My Commission expires: 3-22-2011



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Robert R Keen
Name of Lot Owner

30,
Name of Lot Owner

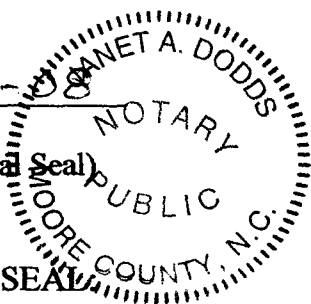
Lot Number #.30, 31, 29

Moore County, North Carolina

I certify that the following person(s) Robert R Keen, Debbie S Keen personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Home Owners.

Date: 3-4-08

(Official Seal)



NOTARIAL SEAL

Janet A. Dodds
Print Name: Janet A. Dodds
My Commission expires: 2-2-2012

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Gary L. Everhart
Name of Lot Owner

Dianne J. Everhart
Name of Lot Owner

Lot Number 41/42

Forsyth County, NC

I certify that the following person(s) Gary L. & Dianne J. Everhart personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DL's.

Date:

3/24/08

(Official Seal)

NOTARIAL SEAL

Melissa Thompson

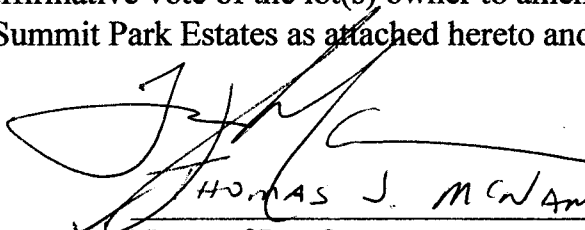
Print Name: Melissa Thompson
My Commission expires: May 10, 2010

State of NORTH Carolina

County of WATAUGA



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.


THOMAS J. McNamara
Name of Lot Owner

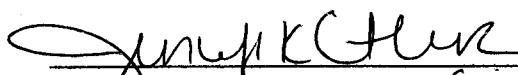
Name of Lot Owner

✓ Lot Number 43

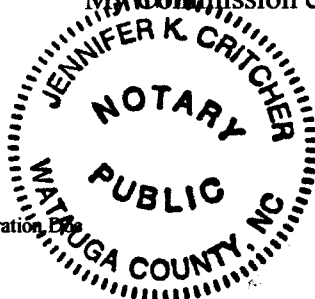
Watauga County, State of NORTH CAROLINA

I certify that the following person(s) Thomas J. McNamara personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas J. McNamara

Date: 6/26/08
(Official Seal)


Print Name: Jennifer K. Critcher
My Commission expires: 1-7-2011

NOTARIAL SEAL:



W:\ASD\Clients\Summitparkestateshoa\Amend To Declaration

2012453

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Gary W. Buck
Name of Lot Owner

Name of Lot Owner

Lot Number (44 ?) 157 Summit Creek Tr.

Orange County, N.C.

I certify that the following person(s) Gary W. Buck personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 3/15/08

(Official Seal)

Lani Mauer
Print Name: Lani Mauer
My Commission expires: 7/19/2008

NOTARIAL SEAL:

W:\ASD\Clients\SummitParkEstates\hoa\Amend To Declaration.Doc



State of

North Carolina

County of

Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Talmadge D. Rice
Name of Lot Owner

Pamela S. Rice
Name of Lot Owner

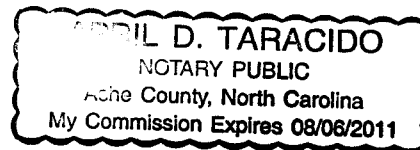
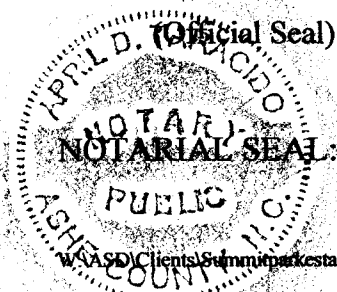
Lot Number 545-46-47

Watauga County, NC

I certify that the following person(s) Talmadge G. & Pamela S. Rice personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: 4/23/08

April D. Taracido
Print Name: April D. Taracido
My Commission expires: 08/06/2011



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Paula Marlene Easton
Name of Lot Owner

NA
Name of Lot Owner

Lot Number 48 & 49

Orange County, North Carolina

I certify that the following person(s) Paula Marlene Easton personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: 07/02/2008

(Official Seal)

Catherine L. Lanford
Print Name: Catherine L. Lanford
My Commission expires: August 1, 2009

NOTARIAL SEAL:

W:\ASD\Clients\Summitparkestateshoa\Amend To Declaration.Doc



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Susan M. McKinney
Name of Lot Owner

Paul Alexander
Name of Lot Owner

Lot Number 50

GASTON County, NC

I certify that the following person(s) SUSAN, PAUL ALEXANDER personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: McKinney.

Date: 2/28/2008

Dorothy Hogue
Print Name: Dorothy Hogue
My Commission expires: 10/31/2009

(Official Seal)

NOTARY PUBLIC

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Robert D. Baskerville
Name of Lot Owner

Bellina M. Baskerville
Name of Lot Owner

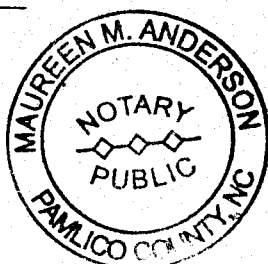
Lot Number 52

Pamlico County, North Carolina

I certify that the following person(s) Robert + Bellina Baskerville personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 4/3/08

(Official Seal)



NOTARIAL SEAL:

Maureen M. Anderson
Print Name: Maureen M. Anderson
My Commission expires: 10-19-08

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Henry J. A. Mokoni
Name of Lot Owner

Marjorie L. Mokoni
Name of Lot Owner

Lot Number 53

MAAION County, FLORIDA

I certify that the following person(s) HENRY J. G. MOKONI + MARJORIE L. MOKONI personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: LOT OWNERS.

Date: 03/03/2008

(Official Seal)

Katharine Ann Studer
Print Name: Katharine Ann Studer
My Commission expires: November 12, 2008

NOTARIAL SEAL:



Katharine Ann Studer
Commission # **DD362602**
Expires **November 12, 2008**
Standard Trust Policy - Insurance, Inc. 888-365-7010

State of North Carolina
County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Rachel L. Jolly
Name of Lot Owner

Name of Lot Owner

Lot Number 54-55

Watauga County, North Carolina

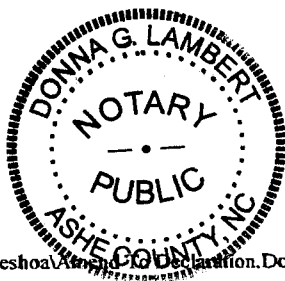
I certify that the following person(s) Rachel L. Jolly personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 6-18-2008

(Official Seal)

Donna G. Lambert
Print Name: Donna G. Lambert
My Commission expires: 08/10/2008

NOTARIAL SEAL:



W:\ASD\Clients\Summitparkestateshoa\Amend to Declaration.Doc

mail: DR BOB KEEN
1717 Grandview Dr
Boone, NC, 28607

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Marshall Womack
Name of Lot Owner

Betty Womack
Name of Lot Owner

Lot Number # 58; # 59

Bulloch County, Georgia

I certify that the following person(s) Marshall & Betty Womack personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owners.

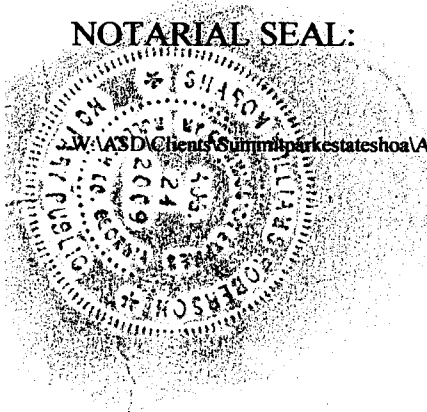
Date: 4/2/08

(Official Seal)

Sharon Roberson
Print Name: Sharon Roberson
My Commission expires:

SHARON WILLIAMS ROBERSON
NOTARY PUBLIC
Bulloch County
State of Georgia
My Comm. Expires Aug. 24, 2009

NOTARIAL SEAL:



W:\ASD\Clients\Summitparkstateshoa\Amend To Declaration.Doc

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

[Signature]
Name of Lot Owner

Name of Lot Owner

Lot Number 60

Watauga County, North Carolina

I certify that the following person(s) Edwin Hoff personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Owner.

Date: 2-13-08



Melissa E Pruitt
Print Name: Melissa E Pruitt
My Commission expires: May 22, 2010

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

J RENDER INVESTMENTS, LLC
Name of Lot Owner

Name of Lot Owner

Lot Number

62+63

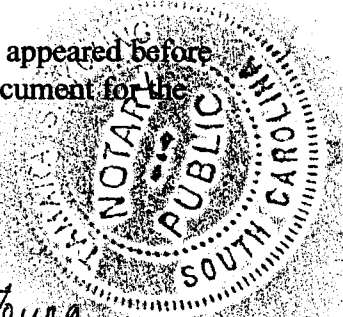
Horry County, SOUTH CAROLINA

I certify that the following person(s) JAMES E. RENDER personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MEMBER.

Date: 3/28/08

(Official Seal)

Tamara S. Young
Print Name: Tamara S. Young
My Commission expires: 12/5/15



NOTARIAL SEAL:

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Stephen Kershner
Name of Lot Owner

Kathleen Kershner
Name of Lot Owner

Lot Number 24 & 25

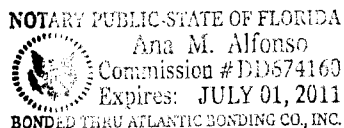
Watauga County, NC

I certify that the following person(s) Stephen Kershner, Kathleen Kershner personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: OWNERS - LOT.

Date: 3/14/08
(Official Seal)

Ana M. Alfonso
Print Name: ANA M. ALFONSO
My Commission expires: 7/1/2011

NOTARIAL SEAL:



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Kevin Stainback Kevin Stainback
Name of Lot Owner

Megan Stainback Megan Stainback
Name of Lot Owner

Lot Number 67

Watauga County, NC

I certify that the following person(s) Kevin & Megan Stainback personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Owners.

Date: 3/31/08

Rita E. Bassett
Print Name: Rita E. Bassett
My Commission expires: 8/25/10



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Palmer D. Clemmer

Name of Lot Owner

Cynthia L. Clemmer

Name of Lot Owner

Lot Number 68

Davidson County, TN

I certify that the following person(s) Palmer & Cynthia Clemmer personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Affirmative.

Date: 6/13/08

(Official Seal)

NOTARIAL SEAL:



Elisa Alexander

Print Name: Elisa Alexander


My Commission expires: 1/23/2010

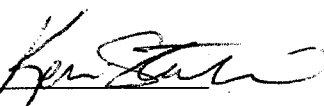
State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Michael Bassett 
Name of Lot Owner

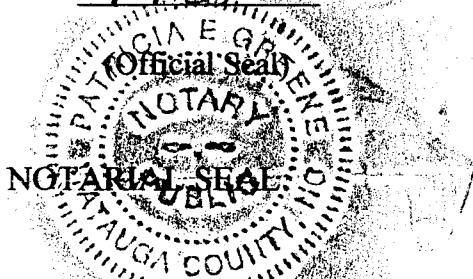
Kevin Stainback 
Name of Lot Owner

Lot Number 69

Watauga County, NC

I certify that the following person(s) Michael Bassett & Kevin Stainback personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Owner.

Date: 4-1-08



Patricia E. Greene
Print Name: Patricia E. Greene
My Commission expires: Sept. 1, 2010

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

W. L. CAUBLE JR

W. L. CAUBLE JR

Name of Lot Owner

Name of Lot Owner

Lot Number # 71

Catawba County, North Carolina

I certify that the following person(s) W. L. CAUBLE JR personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: lot owner.

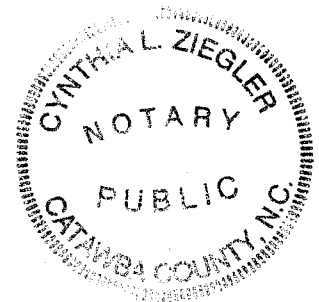
Date: April 3, 2008

(Official Seal)

Cynthia L Ziegler
Print Name: Cynthia L Ziegler
My Commission expires: Aug 9 2012

NOTARIAL SEAL:

W:\ASD\Clients\Summitparkestateshoa\Amend To Declaration.Doc



State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Harry S. Cook
Name of Lot Owner

Linda (Lynda) S. Cook
Name of Lot Owner

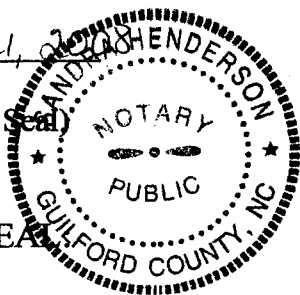
Lot Number 72

Guilford County, NC

I certify that the following person(s) Harry S. Cook and Linda S. Cook personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: Mar 21, 2008

(Official Seal)



NOTARIAL SEAL

Sandra Henderson
Print Name: Sandra Henderson
My Commission expires: 3-23-2008

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Peggy Sue Hill
Name of Lot Owner

Name of Lot Owner

Peggy A Hill
Lot Number # 73

Watauga County, Fla

I certify that the following person(s) Peggy Blosser Hill personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: 6/4/08
(Official Seal)

Lawrence M Kaplan
Print Name: Lawrence M Kaplan
My Commission expires: Oct. 19, 2010

NOTARIAL SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
Lawrence M. Kaplan
Commission # DD592096
Expires: OCT. 19, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

State of North Carolina

County of Watauga

GROSSWALD



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

XXXXXXXXXX
Name of Lot Owner

M Cornwall
Name of Lot Owner

Lot Number 76

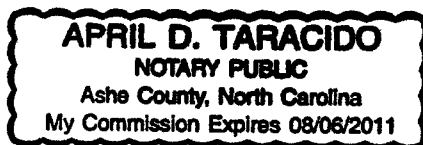
Watauga County, NC

I certify that the following person(s) Ralph Ronald Grosswald personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot Owner.

Date: 4/02/08
(Official Seal)

April D Taracido
Print Name: April D Taracido
My Commission expires: 08/06/2011

NOTARIAL SEAL:



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

THOMAS E. ALMAN
Name of Lot Owner
Thomas E. Alman
RUTH S. ALMAN
Name of Lot Owner
Ruth S. Alman


STATE OF FLORIDA COUNTY OF BREVARD
WATAUGA County, NC

Lot Number 78, 79, 80

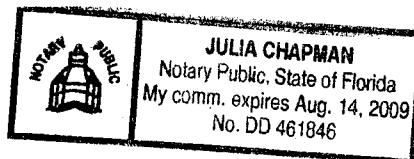
I certify that the following person(s) THOMAS E. & RUTH S. ALMAN personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 2/26/08

(Official Seal)


Print Name: _____
My Commission expires: _____

NOTARIAL SEAL:



State of North Carolina

ATT: Diann

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

I Agree with the over-all by-laws except the portion that forbids on-street parking during new construction that is an unfair burden to place on new homeowners

Diann W. Craig
Name of Lot Owner

[Signature]
Name of Lot Owner

Lot Number 81

County, Watauga/Caldwell

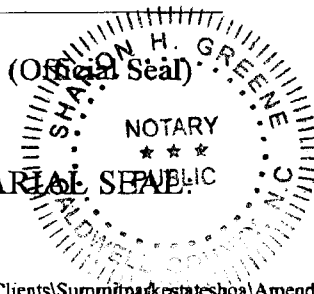
* I certify that the following person(s) Diann W. Craig personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____

Sharon H. Greene

Print Name: Sharon H. Greene

My Commission expires: 9-25-2012



* NOTARIAL SEAL

W:\ASD\Clients\Summitparkestates\shoal\Amend To Declaration.Doc

EX 828-265-1635 mail: Dr Bob Keen
1717 Grandview Dr
Boon, NC, 28607

State of NC

County of Watanga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

DOUGLAS DRURY
Name of Lot Owner

LYNN DRURY
Name of Lot Owner

Lot Number (s) 86; 87; 92; 98

Watanga County, North Carolina

I certify that the following person(s) Douglas and Lynn Drury personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 6/17/09

Print Name: Patsy L. Snyder
My Commission expires: 2/17/2009



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

H. C. Sanders Jr.
Name of Lot Owner

Evelyn J. Sanders
Name of Lot Owner

Lot Number 88 and 95

County, Catawba, NC

I certify that the following person(s) H.C. Sanders Jr. & Evelyn J. Sanders personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 2/27/08

(Official Seal)

Judith W. Trainor
Print Name: Judith W. TRAINOR
My Commission expires: Oct. 21, 2009

NOTARIAL SEAL

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

[Signature]

Harry Dilling

Name of Lot Owner

[Signature]

Donna Thompson Dilling

Name of Lot Owner

Lot Number # 93

Watauga County, NC

I certify that the following person(s) Harry + Donna Dilling personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 3/27/08

(Official Seal)

[Signature]
Print Name: Beth Clougherty
My Commission expires: 5/8/2011

NOTARIAL SEAL:




W:\ASD\Clients\Summitparkstateshoa\Amend To Declaration.Doc

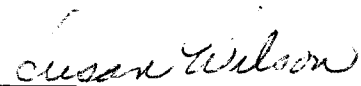
State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Charles Wilson 
Name of Lot Owner

Susan Wilson 
Name of Lot Owner

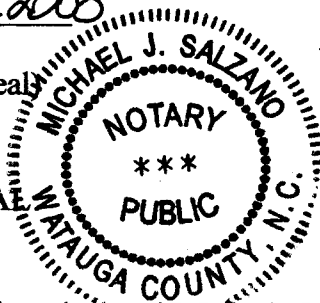
Lot Number 89, 90, 94

Watauga County, NC

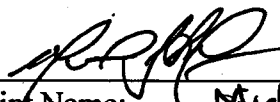
I certify that the following person(s) Charles Wilson & Susan Wilson personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: lot owners.

Date: March 27, 2008

(Official Seal)



NOTARIAL SEAL


Print Name: Michael J Salzano
My Commission expires: March 29, 2009

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

John J. Townsend
Name of Lot Owner

Mary W. Townsend
Name of Lot Owner

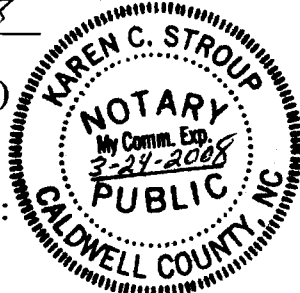
Lot Number 96

CATAWBA County, NORTH CAROLINA

I certify that the following person(s) JOHN J. TOWNSEND AND MARY W. TOWNSEND personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: LOT OWNERS.

Date: 3-12-2008

(Official Seal)



NOTARIAL SEAL:

Karen C. Stroup
Print Name: KAREN C. STROUP
My Commission expires: MARCH 24, 2008

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Marilyn G. Torrens
Name of Lot Owner

Name of Lot Owner

Lot Number # 99

Montgomery County, Maryland

I certify that the following person(s) Marilyn G. Torrens personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: SELF.

Date: 03-07-08

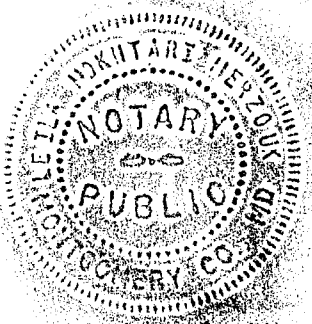
(Official Seal)

Leila Mokhtari Merzouk
Print Name: LEILA Mokhtari Merzouk
My Commission expires: May 24, 2009

NOTARIAL SEAL:

LEILA MOKHTARI MERZOUK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 24, 2009

W:\ASD\Clients\Summitparkestateshoa\Amend To Declaration.Doc



State of NORTH CAROLINA

County of WATAUGA



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Todd Lichty
Name of Lot Owner PRINT

Robert Todd Lichty 06/21/08
Name of Lot Owner SIGNATURE

Lot Number 100

WATAUGA County, N.C.

I certify that the following person(s) ROBERT TODD LICHTY personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

(Official Seal)

William Ryan
Print Name: William Ryan
My Commission expires: _____

NOTARIAL SEAL:

W:\ASD\Clients\Summitparkstateshoa\Amend To Declaration.Doc



State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Robert L Blosser
Name of Lot Owner

Peggy L Blosser
POA
As POA for Robert L Blosser

Name of Lot Owner

Lot Number #101, #102

Miami-Dade County, Fla.

I certify that the following person(s) Peggy Blosser H.I. personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lot owner.

Date: 6/2/08
(Official Seal)

Lawrence M Kaplan
Print Name: Lawrence M. Kaplan
My Commission expires: Oct. 19, 2010

NOTARIAL SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
Lawrence M. Kaplan
Commission # DD592096
Expires: OCT. 19, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

State of NORTH CAROLINA



County of WATAUGA

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

[Signature]
Name of Lot Owner

Sharon E. Stroup
Name of Lot Owner

Lot Number 104

Yaston County, North Carolina

I certify that the following person(s) Dean N. & Sharon E. Stroup personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: property owners

Date: June 16, 2008

(Official Seal)

Olivia L. Reep

Print Name: Olivia L. Reep

My Commission expires: 09-03-2008

NOTARIAL SEAL:

\\A&P\CP\SummitParkEstates\Amend To Declaration.Doc

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Hal and Sybil Willett
Name of Lot Owner

Hal and Sybil Willett
Name of Lot Owner

Hal and Sybil Willett
Lot Number 121- 105- 106
lots 105 = 1-06

Caldwell County, _____

I certify that the following person(s) Hal & Sybil Willett personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Wesley M Starnes
Print Name: Wesley M Starnes
My Commission expires: Aug 25/08

Date: May 27/08

(Official Seal)

PUBLIC

NOTARIAL SEAL:

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Patricia C. Boyd
Name of Lot Owner

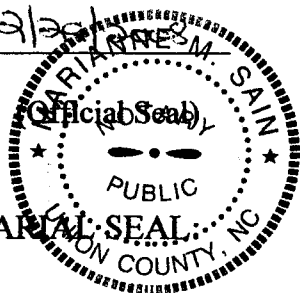
[Signature]
Name of Lot Owner

Lot Number 108

NC County, Mecklenburg

I certify that the following person(s) Patricia C. Boyd & R.B. Boyd personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 9/28/2008



Marianne M. Sain
Print Name: Marianne M. Sain

My Commission expires: October 15, 2008

NOTARIAL SEAL

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Kathleen L. Phelan as agent and
attorney-in-fact for
Frank Phelan

Name of Lot Owner

Kathleen L. Phelan

Name of Lot Owner

Kathleen L. Phelan

Lot Number 113

Watauga County, North Carolina

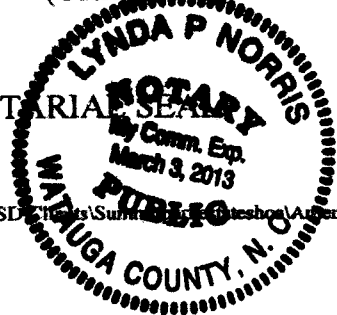
I certify that the following person(s) Kathleen L. Phelan personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Power of Attorney.

Date: 6/23/08

(Official Seal)

Lynda P. Norris
Print Name: Lynda P. Norris
My Commission expires: March 3, 2013

NOTARIAL SEAL



W:\ASD\Forms\Summit Park Estates\Amend To Declaration.Doc

State of North Carolina



County of Watauga

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

Charles L. Wilson

Name of Lot Owner

Sandra E. Wilson

Name of Lot Owner

Lot Number 114, 115, 116

Alexander County, North Carolina

I certify that the following person(s) Charles L. Wilson & Sandra E. Wilson personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: lot owner.

Date: 6-18-08

Sandra R. Garcia

Print Name: Sandra R. Garcia

My Commission expires: 10-15-2011

NOTARIAL SEAL

State of North Carolina

County of Watauga



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

RICHARD SIMPSON

Name of Lot Owner

[Signature]

Name of Lot Owner

Lot Number 118

NC County, Watauga

I certify that the following person(s) Richard Simpson personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: as stated.

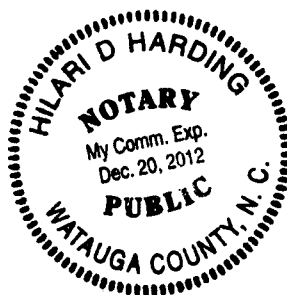
Date: 6-23-08

(Official Seal)

Hilari D. Harding
Print Name: Hilari D. Harding
My Commission expires: Dec. 20, 2012

NOTARIAL SEAL:

W:\ASD\Clients\Summitparkestateshoa\Amend To Declaration.Doc



State of NORTH CAROLINA

County of WATAUGA



The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.

WALTER HARMON
Name of Lot Owner

WALTER HARMON
Name of Lot Owner

Lot Number(s) "6 LOTS" LOTS 109, 110, 111, 112, 119, 120

County, WATAUGA

I certify that the following person(s) Walter Harmon personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 6-11-08
(Official Seal)

Walter Harmon
Print Name: WALTER HARMON
My Commission expires: _____

— Lisa D. Greene
— Lisa D. Greene
— 7-13-11

NOTARIAL SEAL:

LISA D GREENE
Notary Public
Watauga County, NC

State of NORTH CAROLINA
County of WATAUGA

* TAKE TO YOUR
BANK.

The undersigned lot owner(s) of a lot(s) within Summit Park Estates executes this written agreement to acknowledge the affirmative vote of the lot(s) owner to amend the Declaration of Covenants and Restrictions for Summit Park Estates as attached hereto and incorporated herein by reference.



X Oлга Horvat
Name of Lot Owner

X John Horvat
Name of Lot Owner

Lot Number 103

Caston County, Caston, N.C.

I certify that the following person(s) Oлга Horvat personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: 6-27-08

(Official Seal)

Marilyn A. Blake
Print Name: MARILYN A. BLAKE
My Commission expires: 5-17-2010

