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INDIAN HILL PROPERTY OWNERS ASSOCIATION
REVISION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made and entered into this 9th
day of October, 1999, by the lot owners of Indian Hill
(hereinafter referred to as the INDIAN HILL PROPERTY OWNERS
ASSOCIATION or "ASSOCIATION"), a subdivision in Henderson County,
North Carolina, pursuant to and "to change" the covenants recorded
at Book 431, page 587 (Section 1) and Book 456, page 146 (Section
2), Henderson County Public Records. Additionally, any lots
conveyed subsequent to the dates of said plats reciting or
referring to Indian Hill Covenants shall be included herein.

W I T N E S S E T H :

WHEREAS, ASSOCIATION desires to benefit and obligate all lots
within Indian Hill Subdivision to certain limitations,
restrictions and uses for the purpose of protecting the value and
desirability of such lots within the Subdivision.

NOW, THEREFORE, ASSOCIATION hereby declares that all of the
said property shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions which
shall run with the land and be binding upon all parties having
any right, title or interest in the described properties or any
part thereof, their heirs, successors and assigns, and shall inure
to the benefit of each owner thereof.

1. PRIMARY LOT USE AND STRUCTURE TYPE.

No lot in the Subdivision shall be developed for any purpose other than single family residence with only one (1) single family residential dwelling to be erected or permitted to remain upon any lot. Exterior construction and elevation plans for any such residence erected after October 1, 1999 must be approved in writing by the Architectural Review Committee of the ASSOCIATION'S Board of Directors ("BOARD") prior to commencement of construction. Rental of any such residence shall be by written lease and shall not exceed two (2) separate rental terms within any consecutive twelve (12) month period.

- a) No detached auxiliary structure shall be erected on any lot without the written approval of the Architectural Review Committee. However, any such structure existing on October 1, 1999, shall be permitted to remain.
- b) No garage or carport shall be constructed unless attached to the residential dwelling located on such lot. Such structures shall be consistent in quality, appearance and of similar materials to the residence. Any detached structure shall require prior written approval of the Architectural Review Committee. However, any such structure existing on October 1, 1999 shall be permitted to remain.
- c) No mobile homes shall be permitted. Modular or prefabricated dwellings may be permitted to be erected upon any lot only with the prior written approval of the Architectural Review Committee.

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- d) Each dwelling must have a minimum of sixteen hundred (1,600) square feet of heated living space, exclusive of garages, patios and porches unless it shall consist of more than one (1) story in height, in which event it shall have a minimum of fourteen hundred (1,400) square feet of heated living space on the ground floor and a total minimum square footage of heated living space of eighteen hundred (1,800) square feet. No building shall exceed two (2) stories in height, exclusive of basement. However, any structures not conforming to these standards on October 1, 1999, shall be permitted to remain.
- e) Any exterior wall of concrete blocks, split face concrete blocks, cinder blocks or similar block construction shall be veneered with brick, stone, wood or stucco.
- f) No privies, outdoor toilets or outdoor lavatories will be permitted except during on-site construction or with approval of the BOARD.

2. OTHER LOT USE.

No commercial activity, trade or business may be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners in the community provided that nothing contained herein shall prevent a lot owner from engaging in a customary incidental home occupation, i. e., a use conducted entirely within a dwelling and conducted by the occupants thereof, which is clearly incidental to the use of the dwelling for residential purposes and does not change the character thereof.

3. SETBACK LINES.

No building, including without limitation, any garage, carport or porch, shall be located nearer than thirty-five feet (35') from the front lot line, whether said lot line be the line on which such building fronts or any side street line, nor shall any building be located nearer than fifteen feet (15') from any side or twenty feet (20') from any rear lot line. For purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of the building or structure. Garages, carports and enclosed porches shall be considered as a part of the building or structure.

For purposes hereof, when two or more adjoining lots are owned by the same person or persons, said lots shall be treated as one when determining setbacks. In the event of proven hardship or other substantive cause, the lot owner may petition the BOARD for variance from these setbacks provided all pertinent governmental regulations or variances therefrom are met. No conditions existing prior to October 1, 1999, and in conformity with then-existing covenants shall be in violation of the covenants herein.

4. SIGNS.

No signs or other advertising of any kind or character shall be erected, maintained or displayed on any lot. Notwithstanding the foregoing, one (1) sign having a surface area not in excess of four (4') square feet advertising the property for sale or rent and signs used by a builder to advertise the property during construction and sale are permitted as well as signs or other means of communicating information approved by the BOARD.

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5. PROHIBITIONS AND NUISANCES.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to adjacent lots or the neighborhood on account of noise, odor, appearance or otherwise.

- a) No shack or temporary structure shall be erected, placed or maintained upon any lot except as may be used by a builder during the course of construction of the residence on such lot.
- b) No antennas exceeding seven feet (7') in height above the highest point of any structure shall be allowed to remain on the top of any such structure. No antennas shall be mounted on poles, trees or any structure other than the residential dwelling constructed on the lot. Outside location and appearance of Satellite dishes and/or other electronic signal sending or receiving devices in excess of eighteen inches (18") in diameter must be approved in writing by the Architectural Review Committee.
- c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes and provided that such household pets are kept under reasonable control of the owner of such residential unit and shall not be allowed to constitute a nuisance on account of noise, odor, unsanitary or unsightly conditions. Whenever a pet, including but not

limited to dogs and cats, is allowed outside the owner's lot, the pet must be on a leash and any animal droppings which occur during such time must be immediately collected by the owner.

- d) No parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish trash, garbage or other waste shall be kept only in sanitary containers in a clean and sanitary condition and concealed from view from roadways and adjacent portions of the property except on trash collection days.
- e) Each lot owner shall maintain such lot in a good and sightly manner and shall cause all grass areas to be mowed to maintain same in a reasonably sightly condition. Where shrubs or trees grow close to the road right of way on any lot, the lot owner shall prune and maintain such trees and/or shrubs so that they do not encroach on the road pavement.
- f) No timber cutting shall be conducted on any lot unless the same is for removal of dead or diseased trees constituting a hazard to the Subdivision or any lot or unless necessary for the clearing of a house site, creating a lawn or thinning for better growth.
- g) No nuisance shall be allowed on any lot and no person shall engage in any use, practice or activity upon the property which is obnoxious, offensive or a source of annoyance to other owners or which unreasonably interferes with the peaceful and proper use of the property by other owners.

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- h) No peddling or solicitation by persons or organizations who are not members of the ASSOCIATION shall be permitted in the Subdivision.
- i) No metal or wire fences of any type shall be allowed unless screened from the subdivision roads. However, any such fences existing on October 1, 1999, shall be permitted to remain.

6. EASEMENTS.

An easement of ten feet (10') is hereby established over all rear and five feet (5') over all side lot lines for the benefit of applicable governmental agencies, public utility companies and public service agencies as shall be necessary for the setting, removing and reading of meters, replacing, constructing, installing and maintaining water, sewer and drainage facilities, electrical, telephone, natural gas and cable antenna lines, pipes or conduit, fire-fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

7. DURATION AND AMENDMENT.

These Restrictive Covenants shall run with the land and bind the lots within the Subdivision and all persons claiming under them for a period of thirty (30) years from the date same are recorded, following which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument is recorded signed by the owners of not less than a majority of the lots within the Subdivision. Furthermore, these Restrictive Covenants may be amended in full or in part at any time by an instrument signed by not less than a majority of the owners of the lots within the Subdivision. To be effective, any amendment or

termination must be recorded in the Register of Deeds of Henderson County, North Carolina.

8. ENFORCEMENT.

In the event that any of the owners of the lots within the Subdivision, or their heirs, successors or assigns, shall violate or attempt to violate any limitations, restrictions, prohibitions, reservations, covenants or conditions contained herein, then any person or persons owning a lot or lots within the Subdivision shall be entitled to prosecute proceedings in law or equity against such person or persons violating or attempting to violate any such limitations, restrictions, prohibitions, reservations, covenants or conditions contained herein and to recover damages and other expenses for such violation and any other violation(s) which may have occurred. In such event, the prevailing party shall be entitled to recover from the opposing party reasonable attorney's fees and associated costs whether suit is instituted or not provided, however, any dispute arising hereunder shall be submitted to mediation prior to institution of any legal proceeding.

Invalidation of any of the limitations, restrictions, prohibitions, covenants or conditions shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

9. MEMBERSHIP.

By acceptance of title to a lot in the Subdivision each owner of such lot accepts membership in the ASSOCIATION. Whenever ASSOCIATION membership approval is required, there shall be one

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(1) member vote for each lot occupied by a residence and one (1) member vote for each vacant lot qualifying for construction of a residence under the covenants herein. Voting procedure shall be included in the ASSOCIATION BYLAWS.

10. ASSESSMENTS.

Each member agrees to pay to the ASSOCIATION annual GENERAL assessments or charges as approved by such ASSOCIATION. SPECIAL assessments necessary for the benefit of the Subdivision shall be presented by the Board of Directors to the ASSOCIATION for approval by majority vote. Furthermore, for cause, SPECIFIC assessments may be assessed by the BOARD against individual lots. In the event the owner of such lot fails to comply with the provisions of these Restrictions, the BOARD may perform such task or remedy such matter. The cost of such performance by the BOARD shall be levied against the particular owner of such offending lot.

General assessments, if not paid within sixty (60) days, or special or specific assessments, if not paid within ninety (90) days, together with interest at the rate of eight percent (8%) per annum, cost of collection, court costs and reasonable attorney's fees, shall constitute a lien against the lot or lots upon which the assessment is levied. ASSOCIATION may record notice of same in the office of the Clerk of Court of Henderson County and/or file suit to collect such delinquent assessments and charges. The BOARD may also file a Notice of *Lis Pendens* or bring legal action against the owner of such lot personally obligated to pay the

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same. No owner may waive or otherwise escape liability for assessments provided for herein.

Whenever there is conflict between the covenants herein and any applicable governmental or other legal restrictions, the more restrictive shall prevail. Objections to any BOARD committee findings may be appealed to the BOARD OF DIRECTORS.

IN WITNESS WHEREOF, ASSOCIATION has caused this instrument to be executed in its name, by its duly authorized officers, all with the authority of the Board of Directors and the majority vote of the lot owners, the day and year first written above.

DECLARANT:

ATTEST:

INDIAN HILL PROPERTY
OWNERS ASSOCIATION

BY: _____

BY: _____

President

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The foregoing revision of the Covenants and Restrictions for the Indian Hill Subdivision property was made available to all lot owners in the Indian Hill Subdivision prior to the Annual Meeting that was held on October 9, 1999. At the Annual Meeting, and including votes returned by mail, a total of 56 of the 106.4 votes were cast in favor of adopting the revised Covenants and Restrictions for the Indian Hill Subdivision. Therefore, under the terms of Paragraph 10 of the initial Restrictive Covenants for Indian Hill Subdivision that were recorded July 6, 1965 in Deed Book 431 at Page 587 in the Henderson County Registry, the Restrictive Covenants were adopted.

Dated this 13th day of October, 1999.

Donna Van Kampen (SEAL)
DONNA VAN KAMPEN

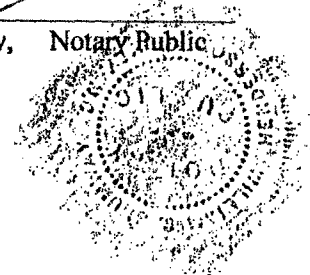
STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, a Notary Public for said County and State, do hereby certify that DONNA VAN KAMPEN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of October, 1999.

My commission expires: 12/17/2001

William C. Shumway
William C. Shumway, Notary Public



North Carolina, Henderson County The foregoing certificate(s) of
William C. Shumway
Notary Public ~~(Notary Public)~~ is/are certified to be correct. This
instrument presented for registration and recorded in this office
this 18 day of October, 1999,
at 3:25 PM in Book 1004, page 338
India W. Males
Register of Deeds (Assistant Deputy)

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Revision of Bylaws

PROPOSED REVISION
BYLAWS
of
INDIAN HILL HOMEOWNERS' ASSOCIATION.

ARTICLE I - NAME AND OFFICE

The name of this Corporation is Indian Hill Homeowners' Association, (hereinafter referred to as the Association in the By-laws). The principal office is located in Indian Hill Subdivision, Henderson County, North Carolina at the residence of then current Association President or other designated location..

ARTICLE II. - PURPOSES

The purposes of the Association are as follows:

- 2.1. To foster, inform, create, and insure proper and orderly development for the enjoyment of the rights, privileges and responsibilities of Homeowners in that section of North Carolina, Henderson County, known as Indian Hill Subdivision.
- 2.2. To promote, facilitate, and expedite cooperation in all matters of interest to Homeowners for maintaining a desirable community.
- 2.3. To do all things necessary and within its scope of authority for the beauty, safety and welfare of its Members.
- 2.4. To hold title to real property and improve property in accordance with existing Restrictive Covenants to insure enhancement of Subdivision property values.
- 2.5. To assess and collect annual dues from all Association Members in compliance with Bylaws for funding expenses and approved projects and/or endeavors of common benefit to Subdivision and Members-at large.
- 2.6. To enforce the Indian Hill Subdivision Bylaws and Restrictive Covenants as filed in the Henderson County Clerk's Office on 7/1/68 (Date), 1999 in Book 431 at Page 587 .
- 2.7. To receive, on behalf of the Association, any contribution, gift, bequest or devise for specific and/or general purpose for the good of the Association.

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ARTICLE III - MEMBERSHIP

3.1. Definition of Membership: Members of this Association include persons, whether as an individual, partnership, corporation, or otherwise, who own fee simple title to any lot in Indian Hill Subdivision according to original maps recorded in the Office of the Register of Deeds for Henderson County in Map Book 7, Page 102, and Map Book 8, Page 49. Existence of a mortgage, deed of trust, lien or any other incumbrance on any lot shall have no effect on qualification for Membership unless foreclosure results in a change of fee simple ownership.

3.2. Duration of Membership: The duration of Membership shall continue as long as ownership is maintained. Owner shall immediately notify the Board of Directors of conveyance of interest in lot(s) or lease of residence, providing name and address of transferee.

3.3. Absentee Ownership: Absentee Owners shall continue to retain the right to vote on all Association matters, remit annual dues and special assessments, and assure adherence to Restrictive Covenants by tenants. Owner is to be responsible for providing document copies to tenants. All Association communications shall be distributed to temporary residents and absentee Owners, when address is provided.

3.4. Former Members: No former Member shall have any interest in or claim upon the assets of this Association.

3.5. Dues and Assessments: Annual membership dues and special assessments shall be proposed by the Board of Directors and approved by a majority vote at the Annual Meeting or Special Meeting each year. Approved dues and special assessments shall be mandatory.

3.6. Voting Privileges: All eligible lot owners shall be entitled to one (1) vote for each lot owned in Indian Hill Subdivision. To be eligible to vote, each Owner shall have paid all dues and assessments. All Owners shall be entitled to speak at any meeting.

3.7. Responsibilities: The eligible Members of the Association, in meeting assembled, shall elect the members of the Board of Directors, shall give general lines of direction to the Board by receiving, reviewing and acting upon reports received from the Board; and shall have the sole power to amend the Restrictive Covenants and Bylaws.

ARTICLE IV - BOARD OF DIRECTORS

4.1. Election of Board of Directors: The business of the Association shall be managed by a Board of Directors, consisting of at least seven (7) Members of the Association. Directors shall be elected by the eligible Members from nominations presented by the Nominating Committee appointed by the president, by write-in or from the floor at the Annual Meeting.

4.2. Terms of Service: Terms of service shall be for two years or until successors in office are duly elected. Terms shall be staggered so that no more than four Directors will be elected in any one year. It is considered desirable for a President to serve one year as Vice-President, one year as President, and an additional year as a Director to assure continuity of Association business. Therefore, the retiring President may have the option to serve an additional term of one or two years.

4.3. Procedure for Nominations by Members: Directors may be nominated either by a Nominating Committee or by residents who wish to volunteer themselves or nominate another resident who has agreed in writing to serve. Nominations from the floor at the Annual Meeting will be accepted, providing the nominee is present and has consented in person or in writing to serve. Nominations should be submitted to the Secretary 30 days prior to the Annual Meeting. The Secretary shall then report to the Members on all nominations received, in writing, at least 15 days prior to the Annual Meeting.

4.4. Voting Procedure: Voting to be by written ballot. If slate of officers presented has no contestants, the Members may request voice vote.

4.5. Election of Officers: At the meeting following elections, the Board of Directors shall elect officers. The current Vice-President shall ascend to the presidency, the current President shall remain on the Board as Director/Advisor.

4.6. Vacancy Appointment: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum. A Director appointed by the Board of Directors to fill a vacancy shall serve for the unexpired term of the predecessor in office. Appointed Directors shall be confirmed and/or re-elected by Members at next Annual Meeting.

4.7. Quorum: Four Directors shall constitute a quorum for meetings of the Board of Directors. Three consecutive absences shall constitute resignation from the Board of Directors unless there are extenuating circumstances.

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ARTICLE V - OFFICERS

5.1. The officers of the Association shall consist of a President, Vice-President, Secretary, and Treasurer. Each officer shall hold office for one year or until his successor is elected. An officer may be re-elected to the same office for a second year or any year thereafter.

5.2. The duties of the Officers are:

5.2.a. The President shall preside at all meetings and be an ex-officio Member of all committees except the Nominating Committee.

5.2.b. The Vice-President shall assist the President and in the absence of the President, shall assume duties and authority to preside over a scheduled or called meeting.

5.2.c. The Secretary shall keep accurate and complete minutes of all meetings.

d. The Treasurer shall be responsible for collecting all monies and shall be accountable for all funds of the Association. All checks or withdrawals exceeding the amount of \$200 shall be co-signed by a designated officer. The Treasurer shall give a report of income and expenses to the Members at the Annual Meeting.

5.3. The President and Board of Directors shall have authority to appoint such committees as may be necessary for the orderly, proper and efficient functioning of the Association.

ARTICLE VI - LIABILITIES

6.1. Liabilities of Directors and Officers: No Director or Officer of this Association shall have personal liability arising out of an action, whether by or in the right of the Association or otherwise, for monetary damages for breach of his or her duty as a Director or Officer. The foregoing shall not limit or eliminate the personal liability of a Director or Officer with respect to:

6.1.a. Acts or omissions not made in good faith that such Director or Officer at the time of such breach knew or believed were in conflict with the best interests of this Association.

6.1.b. Any liability under Section 55-32 of the North Carolina General Statutes or any successor provision.

6.1.c. Any transaction from which such Director or Officer derived an improper personal benefit.

6.1.d. Acts or omissions occurring prior to the date of the effectiveness of this Article.

6.2 Improper Personal Benefit: As used in this Article, the term "improper personal benefit" does not include a Director's or Officer's compensation or other incidental benefit for or on account of his or her service as a Director, officer, employee, independent contractor, attorney or consultant of the Association.

6.3. Limitation or elimination of Personal Liability of a Director or Officer. Furthermore, in the event that Section 55-7 or any other provision of the North Carolina General Statutes is amended or enacted to permit further limitation or elimination of the personal liability of a Director or Officer, the personal liability of the Association's Directors and Officers shall be limited or eliminated to the fullest extent permitted by the applicable law.

6.4. Indemnity. This Article shall not affect a charter, bylaw provision, contract or resolution of the Association indemnifying or agreeing to indemnify a Director or Officer against personal liability. Any repeal or modification of the Article shall not adversely affect any limitation on the personal liability of a Director or Officer with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE VII- MEETINGS

7.1. Annual Meeting: The Annual Meeting date and place should be determined by the Board of Directors at their first meeting after election. The purpose of the Annual Meeting shall be to elect directors, approve dues and special assessments, and for transaction of other business as may come before the Members.

7.2. Board of Director Meetings: The Board shall meet quarterly to assure orderly conduct of Association Business. The Board, at its first meeting after elections, shall elect officers, shall set dates, time and place(s) for quarterly meetings. Notices of quarterly meetings will be published in Newsletters.

7.3. Attendance at Quarterly Meetings: Meetings are open to all Members. Members are encouraged to bring concerns and ideas to Quarterly Meetings or to present them in writing to a Board member. Members wishing to attend and/or speak to the Directors and/or Membership should, in advance, advise the President of their desire to attend/speak so their intentions can be incorporated into the meeting agenda. The Board of Directors shall retain to meet in closed session when appropriate.

7.4. Absences at Board Meetings: Directors are to advise the President of their intended absence in advance of the meeting date. If a quorum cannot be assembled, the President should cancel and reschedule the next meeting as soon as possible to assure continuity of Association business.

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7.5. Special Meetings: Special meetings of the Board of Directors or of Members may be called at any time by the President, Secretary or the Board of Directors of the Association, or by any Member pursuant to the written request of not less than ten (10) Members.

7.6. Notice of Meetings: Written notice stating the time, place and proposed agenda of the Annual or Special Meeting shall be delivered to all Members at the direction of the President, Secretary or other person 30 days prior to the Meeting. Prior notice of the Annual Meeting or Special Meeting(s), the agenda and written ballots shall be distributed at least 30 days in advance of Meeting(s) when major business is planned which may significantly affect the Membership and/or the orderly functioning of the Association. If mailed, such notice shall be deemed delivered when deposited in the US. Mail, addressed to the Member at his address as it appears on the record of Members of the Association, with postage paid.

7.7. Voter Eligibility: At least one week prior to Annual or Special Meetings of Members, the Treasurer and Secretary of the Association shall together prepare a list of Members entitled to vote at such meeting. This list must be available at the home of the President one week prior to the Meeting for inspection by any Member and by appointment with the President. This list shall be produced and kept open at the time of the Meeting and shall be open to inspection by any Member during the entire time of the Meeting.

7.8. Quorum: A quorum for the Annual Meeting or any Special Meeting of the Members shall require the presence in person or by proxy of twenty-five percent (25%) of the total eligible voting membership. Approved written proxy votes shall be considered presence in determining if a quorum exists. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn to meeting.

7.9. Proxies: When Members presence at Annual or Special Meetings may be precluded due to unavoidable circumstances, i.e. illness, travel or distance, written proxy votes may be submitted to the Secretary of the Association prior to the meeting. The Secretary shall determine voter eligibility for acceptance of proxy votes, and the Secretary shall provide all eligible proxies to the Election Committee, appointed by the President to count ballots or votes.

7.10. Majority Votes: The casting of a majority of votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a higher percentage vote is required by the law or as specified in Article XI - Amendments to Bylaws, Section 1 of these Bylaws.

7.11. Meeting Order: At all meetings of the Members and/or Board of Directors, procedure shall be governed by the latest edition of Robert's Rules of Order.

ARTICLE VIII - VOTING

- 8.1. Voting on Regular Business: At all Meetings of Members, voting on regular business issues shall be by voice.
- 8.2. Voting for Elections: For election of Board of Directors, revision of Bylaws and/or Restrictive Covenants or any sensitive issues, written ballots shall be cast. If there is no contest between nominees, the written ballot may be dispensed with and a voice vote of assent may be taken.
- 8.3. Methods for Casting Votes: Votes may be cast in person at the Meeting or by absentee ballot or proxy, to be presented to the Secretary in advance of the Meeting.
- 8.4. Election Committee: When written ballots are deemed appropriate, the President shall appoint three (3) Members to be an Election Committee to verify Member eligibility, count ballots and certify in writing the final result of the votes. A copy of the certification shall be attached to and become a part of the Minutes of the Meeting.

ARTICLE IX - FINANCES

- 9.1. Fiscal Year: The fiscal year of the Association shall be January 1 - December 31.
- 9.2. Fiscal Reporting: The Treasurer shall prepare an annual report of income and expenses for the preceding year to present to the Members at the Annual Meeting. Because most roads in the Association are State-maintained and the only common area is the entrance to Indian Hill, expenses are minimal. Therefore, the Association does not routinely project an annual budget. It is, therefore, deemed appropriate to accept the annual Treasurer's report to the Members at the Annual Meeting. However, should there be anticipated, unusual expenses to the Association, i.e. attorney fees, repairs to entryway, special lighting, signage etc, the projected cost(s) of such expenditures will be presented to the members for approval at the Annual Meeting or, if expediency is necessary, by special meeting.
- 9.3. Annual Assessment (Dues): Each Member whose residence lies within Indian Hill Subdivision shall pay annual dues of a specified sum to be recommended by the Board of Directors and approved by the Members at each Annual Meeting. Dues shall be payable to the Treasurer by March 1 and held by the Treasurer until disbursed.
- 9.4. Special Assessments: A special assessment may be levied by the Association for the purpose of defraying in whole or part the cost of any construction or reconstruction, unexpected repair or replacement of the entryway, or other projected expense(s) for the conduct of Association business. Special assessments are due and payable to the Treasurer 90 days after the required affirmative vote of the Members of the Association.

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9.5. Failure to Pay Annual or Special Assessments: Failure to pay dues for any fiscal year within 60 days of due date and/or special assessments within 90 days of notice, shall result in obligations becoming delinquent and shall, together with such interest and cost of collection as provided in this document, become a continuing lien on the property. Such action shall bind the property in the hands of the then owner, his/her heirs, devisees, personal representatives and assigns. Such assessments shall be the personal obligation of the owner of the lot at the time the assessment becomes delinquent and shall remain his/her personal obligation for the statutory period.

9.6 Delinquency: If the assessment is not paid within 60 days of due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, compounded semi-annually until paid. The Association may bring an action at law against the owner, who will then be personally obligated to pay the same, or to foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment, the cost of preparing and filing the complaint and a reasonable attorney's fee to be fixed by the court, together with the cost of the action.

9.7. Proof of Payment of Assessments: The Association shall, upon demand at any time, furnish to any lot owner a certificate in writing, signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments stated to have been paid.

9.8. Loss of Voting Privileges: Failure to pay assessments prior to due date shall automatically suspend the voting privilege until such assessments and associated costs have been paid.

9.9. Inspection of Association Records: All books and records of the Association may be inspected by any Member or his Agent, for any purpose at any reasonable time and by appointment with the President.

9.10. Audit and Report: The books and records of the Treasurer shall be audited, preceding the Annual Meeting of the Members, by a committee appointed by the President. The Auditing Committee shall make its report at the Annual Meeting, and such report shall be recorded in the Minutes of the Meeting.

ARTICLE X - COMMITTEES

10.1. There shall be the following committees:

- a. Standing - Auditing, Beautification, Elections, Finance, Nominating
- b. Special - Hospitality, Newsletter (Teepee Topics), Directory, Bridge (ladies) and Bridge (couples)

10.2. Other Committees: The Board of Directors may create other committees as necessary.

10.3. Eligibility: All Members shall be eligible to serve on committees.

10.4. Appointments: The President shall appoint the chair of each committee.

10.5. Ex-officio: The President shall be an ex-officio member of all committees except Nominating Committee

ARTICLE XI - RULES AND REGULATIONS

11.1 The Association shall adopt such rules and regulations as may be necessary to accomplish its purposes. Rules and regulations may be initiated, amended or rescinded at any meeting of the Members by majority vote.

ARTICLE XII- AMENDMENTS TO BYLAWS

12.1. Amend, Repeal, or Revise: These Bylaws may be amended, repealed or revised and new Bylaws may be adopted by affirmative vote of a majority of all Members eligible to vote under the terms and conditions of the Bylaws then existing. Proposals for any changes of Bylaws may be initiated by either the Board of Directors or by written request submitted to the Board of Directors signed by a majority of Members eligible to vote.

12.2. Review: These Bylaws shall be reviewed by the Board of Directors no less often than every ten years to assure their currency to the manner in which Association business is conducted. Every resident shall be provided copies and maintain a personal file of current Association documents.

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ARTICLE XIII- ADOPTION OF BYLAWS

The foregoing were adopted at an Annual Meeting of the Members, with proper notice, held on October 9, 1999. The Vote for Adoption was _____ in favor of revision and _____ against revision of these Bylaws.

_____(SIGN) _____DATE
Secretary, Indian Hill Homeowners Association

B 1004

P 359

The foregoing revision of the Bylaws for the Indian Hill Subdivision property was made available to all lot owners in the Indian Hill Subdivision prior to the Annual Meeting that was held on October 9, 1999. At the Annual Meeting, and including votes returned by mail, a total of 60 of the 106.4 votes were cast in favor of adopting the revised Bylaws for the Indian Hill Subdivision. Therefore, the Bylaws were adopted.

Dated this 13 day of October, 1999.

Donna Van Kampen (SEAL)
DONNA VAN KAMPEN

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, a Notary Public for said County and State, do hereby certify that DONNA VAN KAMPEN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of October, 1999.

My commission expires: 12/17/2001

William C. Shumway
William C. Shumway, Notary Public

North Carolina, Henderson County The foregoing certificate of
Notary Public William C. Shumway is/are certified to be correct. this
instrument presented for registration and recorded in this office
this 18 day of October, 1999,
at 8:25 PM in Book 1004, page 349.
Heidi W. Males
Register of Deeds (Assistant Deputy)

31081 P.439

INDIAN HILL PROPERTY OWNERS ASSOCIATION
AMENDMENTS TO COVENANTS AND RESTRICTIONS

Pursuant to the Covenants recorded at Book 1004, pages 338-348, Henderson County Public Records, this Declaration, having been approved by not less than a majority of the lot owners, and directed to be recorded by the Board of Directors, is hereby submitted to recordation this 19th day of November, 2001.

WITNESSETH :

In addition to the sub-paragraphs "a" through "i" of "SECTION 5. PROHIBITIONS AND NUISANCES", the following sub-paragraphs are hereby added:

- j) No overnight parking of any commercial truck or vehicle in excess of one (1) ton capacity shall be permitted except for the purpose of providing periodic services to such lot.
- k) No wrecked vehicle or vehicle otherwise in unsightly disrepair, travel trailer, utility trailer, camper, recreational vehicle, boat, motorcycle or the like shall be permitted to remain upon any lot unless located so as not to be visible from any street, road or adjoining lot and same shall not be occupied as a dwelling. For purposes of this section, enshrouding any such vehicle with flexible or other covering shall not be considered to obscure its visibility.
- l) Notwithstanding other provisions herein, non-commercial recreational vehicles, campers, boats, trailers and like vehicles shall be permitted to temporarily remain in view upon any lot no more than seven (7) consecutive days. The purpose of this section is an accommodation to lot owners for occasional use and such seven (7) day periods shall not be construed as a permitted portion of any prolonged or extended parking or storage of such vehicles.

31081 P440

On September 30, 2000, the foregoing Amendments to the Covenants and Restrictions for Indian Hill Subdivision were delivered to all lot owners. Of 101 eligible votes, those amendments adopted by a majority of lot owners were as follows:

Amendment "j"	-	66 in favor	-	9 opposed
Amendment "k"	-	63 in favor	-	13 opposed
Amendment "l"	-	61 in favor	-	15 opposed

Dated this 19th day of November, 2001.

Kevin Onan

KEVIN ONAN

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, a Notary Public for said County and State, do hereby certify that KEVIN ONAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19th day of November, 2001.

My commission expires: April 10, 2005.

Lorraine M. Nash
Lorraine M. Nash, Notary Public

North Carolina, Henderson County The foregoing certificate(s) of
Lorraine M. Nash
Notary Public (~~Notaries Public~~) is/are certified to be correct, this
instrument presented for registration and recorded in this office
this 19 day of Nov. 2001
at 1:30 p.m. in book 1081, page 439

Nedra W. Molen Daniel Atchland
Register of Deeds (Assistant Deputy)



BYLAWS OF INDIAN HILL HOMEOWNERS' ASSOCIATION

Filed and recorded in the Register of Deeds Office for
Henderson County, N.C. this 29 day of DEC, 2005
at 10:00 o'clock A. M. in Book 1257 at page 303

Nedra W Moles
Register of Deeds

Betsy B Higgins
asst.

Reginald Herzog
932 Toxaway DR.
→ Hville NC 28791-
1846

BYLAWS OF INDIAN HILL HOMEOWNERS' ASSOCIATION

ARTICLE I - NAME AND OFFICE

The name of this Corporation is Indian Hill Homeowners' Association, (hereinafter referred to as the Association in the Bylaws). The principal office is located in Indian Hill Subdivision, Henderson County, North Carolina at the residence of then current Association President or other designated location.

ARTICLE II - PURPOSES

The purposes of the Association are as follows:

- 2.1 To foster, inform, create, and insure proper and orderly development for the enjoyment of the rights, privileges and responsibilities of Homeowners in that section of North Carolina, Henderson County, known as Indian Hill Subdivision.
- 2.2 To promote, facilitate, and expedite cooperation in all matters of interest to Homeowners for maintaining a desirable community.
- 2.3 To do all things necessary and within its scope of authority for the beauty, safety and welfare of its Members.
- 2.4 To hold title to real property and improve property in accordance with existing Restrictive Covenants to insure enhancement of Subdivision property values.
- 2.5 To assess and collect annual dues from all Association Members in compliance with Bylaws for funding expenses and approved projects and/or endeavors of common benefit to Subdivision and Members at large.
- 2.6 To enforce the Indian Hill Subdivision Covenants and Bylaws as recorded in the Henderson County Clerk's office on July 1, 1968 and subsequent revisions.
- 2.7 To receive, on behalf of the Association, any contribution, gift, bequest or devise for specific and/or general purpose for the good of the Association.

ARTICLE III - MEMBERSHIP

- 3.1 Definition of Membership: Members of this Association include persons, whether as an individual, partnership, corporation, or otherwise, who own fee simple title to any lot in Indian Hill Subdivision according to original maps, recorded in the Office of the Register of Deeds for Henderson County in Map Book 7, Page 102 and Map Book 8, Page 49. Existence of a mortgage, deed of trust, lien or any other encumbrance on any lot shall have no effect on qualification for Membership unless foreclosure results in a change of fee simple ownership.
- 3.2 Duration of Membership: The duration of Membership shall continue as long as ownership is maintained. Owner shall immediately notify the Board of Directors of conveyance of interest in lot(s) or lease of residence, providing name and address of transferee.
- 3.3 Absentee Ownership: Absentee Owners shall continue to retain the right to vote on all Association matters, remit annual dues and special assessments, and assure adherence to Restrictive Covenants by tenants. Owner is to be responsible for providing document copies to tenants. All Association communications shall be distributed to temporary residents and absentee Owners when address is provided.
- 3.4 Former Members: No former Member shall have any interest in or claim upon the assets of this Association.
- 3.5 Dues and Assessments: Annual membership dues and special assessments shall be proposed by the Board of Directors and approved by a majority vote at the Annual Meeting or Special Meeting each year. Approved dues and assessments shall be mandatory.
- 3.6 Responsibilities: The eligible Members of the Association, in meeting assembled, shall elect the members of the Board of Directors, shall give general lines of direction to the Board by receiving, reviewing and acting upon reports received from the Board and shall have the sole power to amend the Restrictive Covenants and Bylaws.

ARTICLE IV - BOARD OF DIRECTORS

- 4.1 Election of Board of Directors: The business of the Association shall be managed by a Board of Directors consisting of at least seven (7) Members of the Association. Directors shall be elected by the eligible Members from nominations presented by the Nominating Committee appointed by the President, by write-in or from the floor at the Annual Meeting.

- 4.2 Term of Service: Terms of service shall be for two years or until successors in office are duly elected. Terms shall be staggered so that no more than four Directors will be elected in any one year. It is considered desirable for a President to serve one year as Vice-President, one year as President, and an additional year as a Director to assure continuity of Association business. Therefore, the retiring President may have the option to serve an additional term of one year.
- 4.3 Procedure for Nominations by Members: Directors may be nominated either by a Nominating Committee or by residents who wish to volunteer themselves or nominate another resident who has agreed in writing to serve. Nominations from the floor at the Annual Meeting will be accepted, providing the nominee is present and has consented in person or in writing to serve. Nominations should be submitted to the Secretary 30 days prior to the Annual Meeting. The Secretary shall then report to the Members on all nominations received, in writing, at least 15 days prior to the Annual Meeting.
- 4.4 Voting Procedure: Voting to be by written ballot. If slate of officers presented has no contestants, the Members may request voice vote.
- 4.5 Election of Officers: Following the election of the Board of Directors, the current President shall call a special meeting to elect officers: President, Vice President, Treasurer and Secretary, by majority vote. Unless otherwise directed by the Board, the current Vice President shall ascend to the presidency. The retiring President shall remain on the Board as Director/Advisor for an additional term of one year. At the special meeting, the Board shall also set the dates, time and place for its quarterly meetings.
- 4.6 Vacancy Appointment: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum. A Director appointed by the Board of Directors to fill a vacancy shall serve for the unexpired term of the predecessor in office. Appointed Directors shall be confirmed and/or re-elected by Members at next Annual Meeting.
- 4.7 Quorum: Four Directors shall constitute a quorum for meetings of the Board of Directors. Three absences shall constitute resignation from the Board of Directors unless the Board shall determine that extenuating circumstances warrant excusing the absences.

ARTICLE V - OFFICERS

- 5.1 The officers of the Association shall consist of President, Vice President, Treasurer and Secretary. Each officer shall hold office for one year or until a successor is elected or appointed. An officer may be re-elected to the same office.

5.2 The duties of the Officers are:

- 5.2 a The President shall preside at all meetings and be an ex-officio Member of all committees except the Nominating Committee.
- 5.2 b The Vice-President shall assist the President and, in the absence of the President, shall assume duties and authority to preside over a scheduled or called meeting.
- 5.2 c The Secretary shall keep accurate and complete Minutes of all meetings.
- 5.2 d The Treasurer shall be responsible for collecting all monies and shall be accountable for all funds of the Association. All checks or withdrawals shall be signed by the Treasurer, and those exceeding the amount of \$200 shall be co-signed by a designated officer, President or Vice President.

5.3 The President and Board of Directors shall have authority to appoint such committees as may be necessary for the orderly, proper and efficient functioning of the Association.

ARTICLE VI - LIABILITIES

6.1 Liabilities of Directors and Officers: No Director or Officer of this Association shall have personal liability arising out of an action, whether by or in the right of the Association or otherwise, for monetary damages for breach of his or her duty as a Director or Officer. The foregoing shall not limit or eliminate the personal liability of a Director or Officer with respect to:

- 6.1 a Acts or omissions not made in good faith that such Director or Officer at the time of such breach knew or believed were in conflict with the best interests of this Association.
- 6.1 b Any liability under Section 55-32 of the North Carolina General Statutes or any successor provision.
- 6.1 c Any transaction from which such Director or Officer derived an improper personal benefit.
- 6.1 d Acts or omissions occurring prior to the date of the effectiveness of this Article.

6.2 Improper Personal Benefit: As used in this Article, the term "improper personal benefit" does not include a Director's or Officer's compensation or other incidental benefit for or on account of his or her service as Director,

officer, employee, independent contractor, attorney or consultant of the Association.

6.3 Limitation or elimination of Personal Liability of a Director or Officer:

Furthermore, in the event that Section 55-7 or any other provision of the North Carolina General Statutes is amended or enacted to permit further limitation or elimination of the personal liability of a Director or Officer, the personal liability of the Association's Directors and Officers shall be limited or eliminated to the fullest extent permitted by the applicable law.

6.4 Indemnity: This Article shall not affect a charter, bylaw provision, contract or resolution of the Association indemnifying or agreeing to indemnify a Director or Officer against personal liability. Any repeal or modification of the Article shall not adversely affect any limitation on the personal liability of a Director or Officer with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE VII - MEETINGS

7.1 Annual Meeting: The Annual Meeting date and place should be determined by the Board of Directors at their first regular quarterly meeting following election. The Annual Meeting shall be held within sixty (60) days after the close of the Association's fiscal year. The purpose of the Annual Meeting shall be to elect directors, approve dues and assessments and for transaction of other business that may come before the members.

7.2 Board of Director Meetings: The Board shall meet quarterly to assure orderly conduct of Association business. At the Special Meeting designated in ARTICLE IV, Para. 4.5, the Board shall set the dates, time and place for quarterly meetings. Notice of quarterly meetings will be published in the Association Newsletter.

7.3 Attendance at Quarterly Meetings: Meetings are open to all Members. Members are encouraged to bring concerns and ideas to Quarterly Meetings or to present them in writing to a Board member. Members wishing to attend and/or speak to the Directors and/or Membership should, in advance, advise the President of their desire to attend/speak so their intentions can be incorporated into the meeting agenda. The Board of Directors shall retain the rights to meet in closed session when appropriate.

7.4 Absences at Board Meetings: Directors are to advise the President of their intended absence in advance of the meeting date. If a quorum cannot be assembled, the President should cancel and reschedule the next meeting as soon as possible to assure continuity of Association business.

- 7.5 Special Meetings: Special meetings of the Board of Directors or of Members may be called at any time by the President, Secretary or the Board of Directors of the Association, or by any Member pursuant to the written request of not less than ten (10) Members.
- 7.6 Notice of Meetings: Written notice stating the time, place and proposed agenda of the Annual or Special Meeting shall be delivered to all Members at the direction of the President, Secretary or other person 30 days prior to the Meeting. Prior notice of the Annual Meeting or Special Meeting(s), the agenda and written ballots shall be distributed at least 30 days in advance of Meeting(s) when major business is planned which may significantly affect the Membership and/or the orderly functioning of the Association. If mailed, such notice shall be deemed delivered when deposited in the U.S. Mail, addressed to the Member at his address as it appears on the record of Members of the Association, with postage paid.
- 7.7 Voter Eligibility: At least one week prior to Annual or Special Meetings of Members, the Treasurer and Secretary of the Association shall together prepare a list of Members entitled to vote at such meeting. This list must be available at the home of the President one week prior to the Meeting for inspection by any Member and by appointment with the President. This list shall be produced and kept open at the time of the Meeting and shall be open to inspection by any Member during the entire time of the Meeting.
- 7.8 Quorum: A quorum for the Annual Meeting or any Special Meeting of the Members shall require the presence in person or by proxy of twenty percent (20%) of the total eligible voting membership. Approved written proxy votes shall be considered "presence" in determining if a quorum exists. If a quorum is not present or represented at any meeting, the Members present shall have the power to adjourn the meeting.
- 7.9 Proxies: When Members presence at Annual or Special Meetings may be precluded due to unavoidable circumstances, i.e. illness, travel or distance, written proxy votes may be submitted to the Secretary of the Association prior to the meeting. The Secretary shall determine voter eligibility for acceptance of proxy votes, and the Secretary shall provide all eligible proxies to the Election Committee, appointed by the President to count ballots or votes.
- 7.10 Majority Votes: The casting of a majority of votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a higher percentage is required by law.
- 7.11 Meeting Order: At all meetings of the Members and/or Board of Directors, procedure shall be governed by the latest edition of Robert's Rules of Order.

ARTICLE VIII - VOTING

- 8.1 Voting on Regular Business: At all Meeting of Members, voting on regular business issues shall be by voice.
- 8.2 Voting for Elections: For election of Board of Directors, revision of Bylaws and/or Restrictive Covenants or any sensitive issues, written ballots shall be cast. If there is no contest between nominees, the written ballot may be dispensed with and a voice vote of assent may be taken.
- 8.3 Methods for Casting Votes: Votes may be cast in person at the Meeting or by absentee ballot or proxy, to be presented to the Secretary in advance of the Meeting.
- 8.4 Election Committee: When written ballots are deemed appropriate, the President shall appoint three (3) Members to be an Election Committee to verify Member eligibility, count ballots and certify in writing the final result of the votes. A copy of the certification shall be attached to and become a part of the Minutes of the Meeting.

ARTICLE IX - FINANCES

- 9.1 Fiscal Year: The fiscal year of the Association shall be April 1 to March 31. During the transition year from the former fiscal year (January 1 to December 31) to the new fiscal year, the transition fiscal year will be from January 1, 2005 to March 31, 2006, with all subsequent fiscal years being from April 1 to March 31.
- 9.2 Fiscal Reporting: The Treasurer shall prepare an annual report of income and expenses for the preceding year to present to the Members at the Annual Meeting. Because most roads in the Association are State-maintained and the only common area is the entrance to Indian Hill, expenses are minimal. Therefore, the Association does not routinely project an annual budget. It is, therefore, deemed appropriate to accept the annual Treasurer's report to the Members at the Annual Meeting. However, should there be anticipated unusual expenses to the Association, i.e. attorney fees, repairs to entryway, special lighting, signage etc., the projected cost(s) of such expenditures will be presented to the members for approval at the Annual Meeting or, if expediency is necessary, by special meeting.
- 9.3 Annual Assessment (Dues): Each member whose residence lies within Indian Hill Subdivision shall pay annual dues of a specified sum to be recommended by the Board of Directors and approved by the Members at each Annual Meeting. Dues shall be payable to the INDIAN HILL

HOMEOWNERS ASSOCIATION and sent to the Treasurer within sixty (60) days of the fiscal year start.

- 9.4 Proof of Payment of Assessment: The Association shall, upon demand at any time, furnish to any lot owner a certificate in recordable form signed by an officer to the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments stated to have been paid
- 9.5 Inspection of Association Records: All books and records of the Association may be inspected by any Member or his Agent, for any purpose at any reasonable time and by appointment with the President.
- 9.6 Audit and Report: The books and records of the Treasurer may be audited preceding the Annual Meeting of the Members by a committee appointed by the President. The Auditing Committee shall make its report at the Annual Meeting, and such report shall be recorded in the Minutes of the Meeting.

ARTICLE X - COMMITTEES

- 10.1 There shall be the following committees:
- 10.1 a Standing: Architectural Review, Auditing, Beautification, Elections, Finance, Nominating.
- 10.1 b Special: Directory, Hospitality, Neighborhood Watch, Newsletter (Teepee Topics), Social, Bridge (ladies) and Bridge (couples)
- 10.2 Other Committees: The Board of Directors may create other committees as necessary.
- 10.3 Eligibility: All Members shall be eligible to serve on committees.
- 10.4 Appointments: The President shall appoint the chair of each committee.
- 10.5 Ex-officio: The President shall be an ex-officio member of all committees except Nominating Committee.

ARTICLE XI - RULES AND REGULATIONS

- 11.1 The Association shall adopt such rules and regulations as may be necessary to accomplish its purpose. Rules and regulations may be initiated, amended or rescinded at any meeting of the Members by majority vote.

ARTICLE XII - AMENDMENTS TO BYLAWS

- 12.1 Amend, Repeal, or Revise: These Bylaws may be amended, repealed or revised and new Bylaws may be adopted by affirmative vote of a majority of all Members eligible to vote under the terms and conditions of the Bylaws then existing. Proposals for any changes of Bylaws may be initiated by either the Board of Directors or by written request submitted to the Board of Directors signed by a majority of Members eligible to vote.
- 12.2 Review: These Bylaws shall be reviewed by the Board of Directors no less often than every ten years to assure their currency to the manner in which Association business is conducted. Every resident shall be provided copies and maintain a personal file of current Association documents.

ARTICLE XIII - ADOPTION OF BYLAWS

The foregoing revision of the Bylaws for the Indian Hill Homeowners Association was made available to all lot owners in the Indian Hill subdivision prior to the Annual Meeting held on October 15, 2005. At the Annual Meeting and including votes submitted by Proxy or mail, a total of 57 of the 101 votes were cast in favor of adopting the revised Bylaws for the Indian Hill subdivision. Therefore, the Bylaws were adopted.

By: Reginald Herzog Date: 12/29/05
Reginald Herzog, Secretary, Indian Hill Homeowners' Association

By: Perry W. Mace Date: 12/29/2005
Perry Mace, President, Indian Hill Homeowners' Association

STATE OF NORTH CAROLINA,
COUNTY OF HENDERSON

I, a Notary Public for said county and state, do hereby certify that Perry Mace personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 29th of December, 2005.

My commission expires: 12-08-07

Deborah J. Moore
Notary Public

