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EXHIBIT "A"
DECLARATION FOR BEAR CLIFF
ARTICLES OF INCORPORATION
BEAR CLIFF OWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under, and by virtue of, the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end does hereby set forth:

1. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Bear Cliff together with all supplements or amendments thereto (the "Declaration"), which Declaration is recorded in the Office of the Register of Deeds for McDowell County, North Carolina.

2. The name of the Corporation is Bear Cliff Owners Association, Inc. (hereafter referred to as the "Association").

3. The period of duration of the Association shall be perpetual.

4. The purposes for which the Association is organized are:

(a) to manage, maintain, operate, care for and administer the Development, including, but not limited to, any Common Areas and the Public Roads (prior to acceptance for public maintenance) in the Development, as more particularly set forth in the Declaration;

(b) to enforce the covenants, restrictions, easements, charges and liens as provided in the Declaration and to fix, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, all in the manner set forth in and subject to the provisions of the Declaration;

(c) to exercise all powers and privileges and perform all duties and obligations of the Association as set forth in the Declaration;

(d) to do any other lawful things and acts that the Association from time to time, in its discretion, may deem to be for the benefit of the Development and the Owners and inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety and general welfare of the Owners and inhabitants thereof; and

(e) to exercise all powers provided in Chapter 55A of the General Statutes of North Carolina in furthermore of the above-stated purposes.

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5. The Association is not organized for pecuniary profit; nor shall it have any power to issue certificates of stock or pay dividends. No part of the net assets or earning of the Association shall inure to the benefit of any private individual, firm or corporation.

6. The Association shall have members which may be divided into such classes as shall e provided in the Bylaws. All members shall be accepted, appointed, elected or designated in the manner provided in the By-Laws.

7. The address of the initial registered office of the Association is McDowell County, North Carolina, and the initial registered agent of the Association at such address is: 2260 Airport Road, Marion, McDowell County, North Carolina 28752.

8. The initial address of the principal office of the Association is: 2660 Airport Road, Marion, NC 28752.

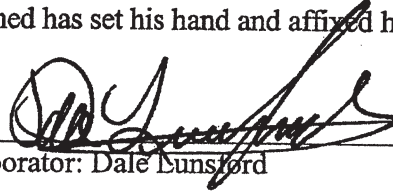
9. The business and conduct of the Association shall be regulated by a Board of Directors who shall be elected in the manner and for the terms provided in the By-Laws. The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the persons who are to serve as the initial directors are :

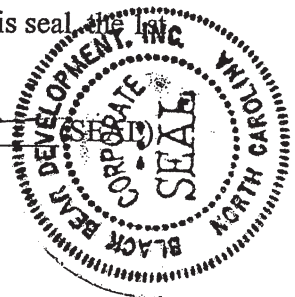
Name	Address
Dale Lunsford	2660 Airport Road, Marion, NC 28752
Veda Rowe	1880 South Creek Rd., Nebo, NC 28761
Joseph K. Hall	P.O. Box 1122, Marion, NC 28752

10. The incorporator of this Association is Dale Lunsford and his address is 2660 Airport Road, Marion, NC 28752.

11. In the event of a dissolution and/or liquidation of the Association, all of the residual assets of the Association shall be distributed to such organizations that are exempt under 501 (c) (3) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code at the time of Dissolution as hall, in the judgment of the directors, be mor likely to fulfill the purposes of the Association.

IN TESTIMONY WHEREOF, the undersigned has set his hand and affixed his seal, the 1st day of October, 2003.


 Incorporator: Dale Lunsford



2004002113



MCDOWELL CO, NC FEE \$29.00

PRESENTED & RECORDED:

03-23-2004 03:57:26 PM

Patricia A. Reel

REGISTER OF DEEDS

BY: TONIA R HAMPTON

BK:CRP 774

PG:213-218

Yancey

Prepared by and return to
Robert E. Yancey
81 West Fort Street, Marion, NC 28752

STATE OF NORTH CAROLINA
COUNTY OF McDOWELL

BEAR CLIFF SUBDIVISION, PHASE III
Plat Book 9, Page 72
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS of Bear Cliff Subdivision is made this 18th day of March, 2004, by Black Bear Development, Inc., hereinafter referred to as Declarant, and any and all persons, firms or Corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of Bear Cliff Subdivision, hereinafter called Restrictions;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain property in McDowell County, North Carolina, known as Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III; and

WHEREAS, Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III, is more particularly described by plat thereof recorded in Plat Book 9 at Page 72 in the Office of the Register of Deeds for McDowell County, which reference is hereby made for a more complete description; and

WHEREAS, the said Lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

Declarant has already filed for record a Declaration of Covenants, Conditions and Restrictions for Phase I and Phase II of Bear Cliff Subdivision as recorded in the Office of the Register of Deeds for McDowell County in Deed Book 753 at Page 1 et seq; and

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AND WHEREAS, Declarant desires to make the Bear Cliff Subdivision on Lake James, Lakeview Lots, Phase III, as shown on map recorded in Map Book 9 at Page 72, subject to the Declaration of Covenants, Restrictions and Conditions as recorded in Book 753 at Page 1, except with the modifications hereinafter set forth; and

As, Declarant desires to make the following modifications of the Restrictions set forth in McDowell County Deed Book 753 at Page 1:

ARTICLE ONE

DEFINITIONS

- Section 1.8. "Boat Slip(s)" shall mean and refer to waterfront lots (1-19), Phase I and Lakeview Lots (1-8), Phase II boat slips over the water of Lake James.
- Section 1.9. "Buffer Area" shall mean the area on the residential Water Front Lots, Phase I development.
- Section 1.20. "Interior Lots" shall mean and refer to those lots in Phase III and Phase IV of the development which will not have water access. Pending availability at Black Bear Marina, the owner of the lot may have the option to annually lease a boat slip.
- Section 1.21. "Lake View Lots" shall mean Lake View Lots 1-8, Phase II development.
- Section 1.38. "Water Front Lot" shall mean the residential lots 1-19, Phase I, located on the Southern and Eastern portion of the property.
- Section 1.40. "Phase I" shall mean the development of waterfront lots 1-19.
- Section 1.41. "Phase II" shall mean the development of Lakeview Lots 1-8.
- Section 1.42. "Phase III" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 18 lots in this phase. Phase III lots will not have any water access to their lot. Pending availability at Black Bear Marina, the owner of the interior lots may have the option to annually lease a boat slip.
- Section 1.43. "Phase IV" shall mean the development of interior lots which will also include some interior lake view lots. There will be a total of 13 lots in this phase. Pending availability at Black Bear Marina, the owner of interior lots may have the option to annually lease a boat slip.
- Section 1.44. "Interior Lakeview Lots" shall mean the interior lake view lots part of Phase III and Phase IV that will not have any water access to their lot.

ARTICLE 8

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DEED RESTRICTIONS

Section 8.2. Dwelling Size.

As used herein, "Heated Living Area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term "Story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "Half Story" shall mean a story which contains fifty percent (50%) or less Heated Living Area than the story in the dwelling containing the most Heated Living Area.

The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios.

- (A) For Interior Lakeview Lots, Phase III, No dwelling may contain more than one and a half stories with no less than eighteen hundred (1,800) square feet for one story, nineteen hundred and fifty (1,950) square feet for one and one half story of heated Living Area.
- (B) For Interior Lots, Phase III, No dwelling may contain more than two stories and contain less than eighteen hundred (1,800) square feet of heated Living Area for a one story dwelling, nineteen hundred and fifty (1,950) square feet for one and a half story, and twenty two hundred (2,200) square feet of heated Living Area for two stories.

AND WHEREAS, Declarant desires to provide for the preservation of the value of the Bear Cliff Subdivision on Lake James, Phase III, made subject to these Restrictions and the Declaration for the preservation and maintenance of the common property established by the Declaration and by supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all the property described on the hereinabove said recorded plat is made subject to the Restrictions and the Declaration as set forth in McDowell County Deed Book 753 at Page 1, and the modifications contained herein, which are for the purpose of protecting the value and desirability of Bear Cliff Subdivision as it now exists and is hereafter

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expanded and that such Easements, Restrictions, Covenants, and Conditions, shall burden and run with said property and be binding on all parties now or hereafter acquiring and owning said real property their respective heirs, successors and assigns, having any right, title, or interest in the properties now or hereafter subject to these Restrictions and the Declaration, or any part thereof, and shall enure to the benefit of each owner thereof and their respective heirs, successors and assigns.

The Lots of Bear Cliff Subdivision on Lake James, Interior Lakeview Lots and Interior Lots, Phase III, as shown on Map Book 9 at Page 72, are hereby incorporated into and made subject to the Restrictions, Conditions, and Covenants of Bear Cliff Subdivision, Phase I, and Phase II, as recorded in the Office of the Register of Deeds for McDowell County Register of Deeds in Deed Book 753 at Page 1 et seq, except for the following additions and modifications:

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by his officers thereunto duly authorized, and its Corporate Seal to be hereunto affixed, all the day and year first above written.

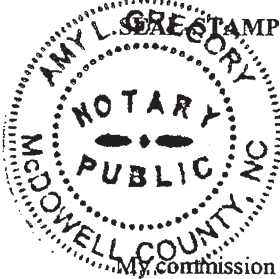
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Black Bear Development, Inc.

Corporate Name

By: [Signature]
Date Lunsford, President

Attest: Veda Rowe
Secretary (Corporate Seal)



STATE OF NORTH CAROLINA, McDOWELL COUNTY.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Veda Rowe personally came before me this day and acknowledged that she is Secretary of Black Bear Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 23rd day of March, 2004.

My commission expires: 04-21-2008

[Signature] Notary Public

Patricia A. Reel
Register of Deeds

McDowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail register@mcowell.main.nc.us



Filed For Registration: 03/23/2004 03:57:26 PM

Book: CRP 774 Page: 213-218

Document No.: 2004002113

DECLARATION 6 PGS 29.00

Recorder: TONIA R HAMPTON

State of North Carolina, County of McDowell

The foregoing certificates of AMY L GREGORY Notary(ies) Public is(are) certified to be correct this 23RD of MARCH 2004.

PATRICIA A. REEL, REGISTER OF DEEDS

A handwritten signature in cursive script that reads "Tonia R Hampton".

By: _____
DEPUTY REGISTER OF DEEDS

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.