

BOOK 577 PAGE 296

PREPARED BY & RETURN TO:
NEWSOM GRAHAM ET AL
P. O. BOX 51579
DURHAM, NC 27717-1579

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE .

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

(Superseding Declaration of Covenants, Conditions and Restrictions as Amended, Recorded in Book 559, Page 605 of the Granville County Registry).

THIS AMENDMENT AND RESTATEMENT, made and entered into on the 12th day of December, 1989, by JOAN WHISNANT, INC., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property off of S.R. 1139, County of Granville, State of North Carolina, which is more particularly described as:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, Declarant executed and recorded a document entitled Declaration of Covenants, Conditions and Restrictions recorded in Book 559, page 604 of the Granville County Registry; and

WHEREAS, the Declarant amended said document and recorded said amendment in a document entitled First Amendment to Declaration of Covenants and Restrictions set forth by Joan Whisnant, Inc. recorded in Book 562, page 141 of the Granville County Registry; and

WHEREAS, the Declarant wishes to amend, to restate in full and to supersede said Declaration of Covenants, Conditions and Restrictions as Amended, recorded in Book 559, page 604 of the Granville County Registry, and by virtue of the execution and recording of this Amendment and Restatement, does so amend, restate in full and supersede.

NOW, THEREFORE, Declarant hereto amends, restates in full, and supersedes the abovesaid documents with the following:

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions,

which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WYNDTREE HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

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

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

Section 4. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot, including, but not limited to, drainage easements and easements to governmental authorities, upon the condition that such area as shall be designated common area shall be for the sole and exclusive use and benefit of the members. Such area shall be maintained in conformity with the requirements of this Declaration, Bylaws, and Articles of Incorporation of the Association, at the sole expense of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

BOOK 577 PAGE 298

Section 6. "Declarant" shall mean and refer to JOAN WHISNANT, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 8. "Bylaws" means the bylaws of the Association as they now or hereafter exist.

Section 9. "Common Expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses for maintenance of the homes as provided in this Declaration;
- (c) Expenses of administration, maintenance, repair or replacement of the common areas;
- (d) Hazard, liability or other such insurance premiums as the Declaration or Bylaws may require the Association to purchase;
- (e) Other expenses agreed by the members to be common expenses of the Association.

Section 10. "Member" shall mean and refer to every person who is a member of the Association.

Section 11. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

Section 12. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.
- (d) The right of the Association to formulate, publish and enforce rules and regulations as hereinafter set forth.
- (e) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities, upon consent of at least two-thirds (2/3) of the lot owners, excluding Declarant.
- (f) All easements and parking rights hereinafter defined.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. All owners of lots upon which are constructed detached homes have driveways entering and exiting on streets. In the event that said detached homes have common driveways, each owner shall be entitled to an easement across the adjoining lot upon which the common driveway is constructed for the purposes of ingress, egress, and regress only.

Section 4. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common areas to the Association,

BOOK 577 PAGE 300

free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot, except utility and drainage easements and easements to governmental authorities, upon the condition that such area as shall be designated "common area" shall be for the sole and exclusive use and benefit of members, so long as such area is maintained in conformity with the requirements of this Declaration, the Bylaws, and Articles of Incorporation of the Association, at the sole expense of the Association.

Section 5. Antennas and Cablevision. The Association may provide cablevision or central television antennas and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of antennas on individual lots. No satellite dishes shall be erected without prior approval of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment, including contract purchasers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association, and shall be entitled to vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class

A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) January 1, 1991.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, the enforcement of these covenants and rules of the Association and the provision of services and facilities for purposes of and related to the use of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

BOOK 577 PAGE 302

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year above five (5%) percent by a vote of two-thirds (2/3) of the votes of each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Notwithstanding anything in Article IV to the contrary, all Lots owned by Declarant and held for sale shall be assessed at an amount equal to 100 percent of the actual monthly assessments paid by the owners.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

BOOK 577 PAGE 304

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, and any private streets, parking areas and sewer lines, the Association may provide (upon the consent of the Association) exterior maintenance upon each lot which would be subject to an additional assessment hereunder, as follows: care for trees, grass and shrubs.

Any owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain both the interior and exterior sides of the fence as well as the enclosed portion at the owner's expense, provided such maintenance does not hinder the Association in performing its maintenance duties as to the Common Area. No such maintenance by an Owner shall reduce the assessment payable by him to the Association.

All owners shall be responsible for maintaining and repairing, subject to this Declaration, at their own expense the exterior walls, roof, foundation and/or other structure of the home. If, in the opinion of Association, any such owner fails to maintain or repair the exterior walls, roof, foundation and/or structure, the Association shall provide for such maintenance or repair and the cost of such maintenance or repair shall be added

to and become a part of the assessment to which his Lot is subject.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner or his/her family, tenants, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, roofing, fence, wall, antenna, clothes line, or other structure shall be commenced, erected, or maintained upon the Property; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, paint, height, materials, and location of the said improvements or alterations shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event that the Declarant, the Board or the designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Declarant, the Board or the committee can arrive at a decision.

The said Declarant, the Board or its committee shall have the right, at their election, to enter upon any Lot during

BOOK 577 PAGE 306

construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

ARTICLE VII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the common area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 2. Use of Property. Each home and the common area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws:

- (a) All buildings and the limited Common Area and facilities shall be used for residential and related common purposes. No lot may be subdivided. All homes shall be used only as a single-family residences and for no other purposes, provided, however, that the Declarant may use one or more homes for offices and/or model homes for sales purposes. No structure of a temporary character - trailer, tent, shack, garage or other out building - shall be placed on any lot, either permanently or temporarily, except those temporary structures used in connection with construction on any lot or street within the Wyndtree Subdivision.
- (b) No residential building or mobile home less than 1,200 square feet of heated living area excluding porches, carports, decks or other out structures shall be placed on any lot. No single-wide mobile home or trailer

BOOK 577 PAGE 307

- shall be placed on any lot. No mobile home or trailer older than three years or more from the date of manufacture shall be placed on the lot unless approved by declarant.
- (c) Nothing shall be kept and no activity shall be carried on in any building or home or on the Common Area and facilities which will increase the rate of insurance, applicable to residential use, for the property or the contents thereof. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, in his home or on the Common Area and facilities which will result in the cancellation of insurance on any portion of the property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Area and facilities. All garbage receptacles, containers and enclosures shall be located at the rear of the home, and shall be concealed by walls, fences, or other screening at all times except for pick-up times.
- (d) No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property.
- (e) Nothing shall be done in or to any home or in, to, or upon any of the Common Area and the facilities which will impair the structural integrity of any building, home, or portion of the Common Area and facilities or

BOOK 577 PAGE 308

which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

- (f) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that the Declarant or its agents may use any unsold home or lease up to three homes for sales or display purposes.
- (g) No Owner shall display, or cause or allow to be displayed, to public view, any sign, placard, poster, billboard, or identifying name or number upon any home, building, or any portion of the Common Area and facilities, except any owner may display a "For Sale" sign, not to exceed 2' by 3' on his lot. No other signs shall be permitted except as may be allowed by the Declarant or the Association pursuant to its bylaws; provided, however, that the Declarant and any mortgagees who may become the Owner of any unit, or their respective agents, may place "For Sale" or "For Rent" signs on any unsold or unoccupied townhouses. These signs may not be placed on the Common Areas.
- (h) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of with the express written consent of the Association.
- (i) The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the homes, subject to any rules or regulations that may be adopted by the Association pursuant to the bylaws.
- (j) All automobiles and other motor vehicles must be currently licensed and inspected if they are visible from adjacent property. Any automobiles not currently licensed and inspected shall be subject to removal by

BGJK 577 PAGE 309

- the Association at the owner's expense. No automobiles, motor vehicles or trailers of any type shall be parked upon the roads or right-of-ways overnight.
- (k) No clothing, rags, rugs, linens, blankets, draperies, or other materials shall be hung on any exterior walls, rails, decks, patios, fences, or other structures at any time, except on any clothes line, as may be permitted under this Declaration.
 - (l) No building or approved mobile home shall be placed nearer than 30 feet to the side or rear property line or nearer than 70 feet from the front property line on all interior lots. If the lot is a corner lot, the rear and side setback requirements will be 30 feet. The front setback line for the short front line of corner lots will be 70 feet from the right-of-way and 50 feet from the right-of-way for the long front line. The initial owner must secure prior approval of Declarant for the location of all such residential structures and mobile homes, and the Declarant in its sole discretion, may allow variances to an initial owner for the above-stated setback requirements.
 - (m) All mobile homes must be placed and anchored on permanent foundations with an exterior foundation wall of homogenous appearance with its dwelling, and be initially skirted in a manner approved by Declarant.
 - (n) Each owner of a lot shall at all times maintain the lot and structure thereon in a well kept condition.
 - (o) Declarant agrees to provide for the upkeep and maintenance of the private road or roads within the subdivision, including mowing and clearing of right-of-ways and cleaning of ditches, in accordance with the standards of the Granville County ordinance until fifty-one (51%) percent of lots within the subdivision have been sold. Declarant will cut, grade and rock roadways within the 60 foot private right-of-way as shown on future plats, but said roadways may not be constructed

BOOK 577 PAGE 310

or maintained to the minimum standards specified by the North Carolina Department of Transportation, and may not be accepted by the State or County for future maintenance. After fifty-one (51%) percent of lots within the subdivision have been sold, maintenance of said roadways will be the responsibility of the Wyndtree Homeowners Association, Inc. (hereinafter "Association"). The Association will, when necessary, contract out or otherwise provide for the maintenance of said roadways when needed, and shall have the power as hereinafter set forth, to specially assess equally those lot owners in Wyndtree Subdivision who have frontage on said private roadways. The Wyndtree Homeowner's Association shall continue to repair and upkeep the private roads until such time as the private roads are accepted by the North Carolina Department of Transportation into the State Highway System.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the property.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are kept in the home of the Owner. Further, no pens, or pet houses shall be allowed on any Lot or on the Common Area.

ARTICLE VIII

Section 1. Walks, Drives, Parking Areas, and Utilities.

All of the Common Area shall be subject to a perpetual non-exclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all proper and normal purposes and for ingress, egress and regress for driveways, walkways, and parking areas, and all of the property shall be subject to

perpetual non-exclusive easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, or tenants for water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities all of which shall be established prior to subjecting the property to this Declaration by the Declarant or its predecessors in title and for the use of the Owner, their families, guests and tenants; and the Wyndtree Homeowners Association, Inc. shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property and Wyndtree Subdivision.

Section 2. Encroachments. All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, fences, and walls. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 3. Emergencies. Every Lot and Home shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any Home and that endangers any building or portion of the Common Area and to do

BOOK 577 PAGE 312

other work reasonably necessary or useful for the property maintenance of Wyndtree Subdivision.

Section 4. Other Easement. All owners of detached homes shall have a perpetual easement to go upon adjacent lots for the purpose of maintaining and repair the exterior walls, roof, foundation or other structure, as herein provided. However, no repair materials may be stored upon the adjacent lot and the owner, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and

BOOK 577 PAGE 313

thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Lease of House. No Home shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit, nor shall any such lease be for a period of less than thirty (30) days. All leases shall be subject to this Declaration.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Property with the vote of two-thirds (2/3) of the votes of each class of the members.

Section 7. Conflicts. In the event of irreconcilable conflict between the Declaration and the Bylaws, the Declaration shall control. In the event of irreconcilable conflict between the Bylaws and the Articles of Incorporation of the Association, the Articles of Incorporation shall control.

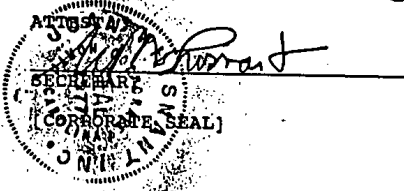
Section 8. Miscellaneous. The above stated Amended and Restated Declaration of Covenants, Conditions and Restrictions does hereby amend, restate in full and supersede the Declaration of Covenants, Conditions and Restrictions as Amended, recorded in Book 559, Page 604 of the Granville County Registry.

BOOK 577 PAGE 314

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this the 12 day of DECEMBER, 1989.

JOAN WHISNANT, INC.

BY: Joan J. Whisnant
PRESIDENT



STATE OF NORTH CAROLINA
COUNTY OF DURHAM

ACKNOWLEDGEMENT

I, Elizabeth A. Fischer, Notary Public in and for the above County and State, do hereby certify that William Whisnant, personally appeared before me this day and acknowledged that Joan Whisnant is President of JOAN WHISNANT, INC., and that, by authority duly given and as the act of the corporation, the foregoing Declaration of Covenants, Conditions and Restrictions was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this the 12 day of December, 1989.

Elizabeth A. Fischer
NOTARY PUBLIC



My Commission Expires:
June 17, 1992

DMC/stc/whi.joa

BOOK 577 PAGE 315

EXHIBIT A

BEGINNING at a point on the North side of Road 1139 and the southeastern corner of the property of Mike G. Enlow and running thence North 08° 37' 23" East 353.75 feet to a point; thence running South 72° 02' 28" West 267.15 feet to a point; thence running along the boundary of the property of the W. B. Jones Hairs North 06° 32' 4" East 2,211.80 feet to a point; thence South 86° 20' 18" East 1,072.60 feet to a point; thence South 20° 37' 44" East 1,535.79 feet to a point; thence along the northern property line of property owned by Melvin Hilton South 82° 36' 30" West 483.20 feet to a point; thence along the western border of property owned by Melvin Hilton South 13° 19' 4" East 512.08 feet; thence running along the northern line of Highway 1139 South 72° 58' 4" West 1,360.55 feet to the place and point of BEGINNING, containing 72.47 acres as surveyed by Neil C. Hamlett on the 28th day of July, 1987, being a portion of that property acquired by Roy E. Hilton in Deed Book 154, at Page 462.

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of

Elizabeth A. Fischer
Register of Deeds of Orange County
 is (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C. in Book *577*, Page *315*.

This *13th* day of *December*, A. D. 19 *87* at *2:39* o'clock *P.*M.

Recorded and verified:

By

Asst. Register of Deeds

Register of Deeds

\$ *1.00* Rec. Fees \$

Stamps