Stone Creek Homeowners Association, Inc.
Founding Documents

The community of Stone Creek was created in 1985 and is managed as a nonprofit Homeowners Association (HOA) governed by the founding documents included in this report:

- **Declaration of Covenants for Common Properties** (Nov 6, 1985; amended Nov 5, 1993) – covers the management and oversight of the HOA's common property (pool, tennis court, entrance way, etc.) including the authority and rules governing the use and fees charged to cover our common property.
- **Protective Covenants** (Nov 6, 1985)—HOA requirements that cover the responsibilities and expectations of homeowners in managing and maintaining their property, including what is/is not allowed and enforcement.
- **Bylaws** (Nov 1, 1985)—this document describes the election and responsibilities of the Board of Directors and the committees which have the responsibility of managing our community.
- **Articles of Incorporation** (Nov 6, 1985)—This is the formal document that legally incorporates the Stone Creek HOA; registered with the State of North Carolina on November 6, 1989.

Each document plays a unique role in the management of the HOA; Stone Creek Homeowners should be familiar with the different documents and their contents.

For ease of navigation, the Table of Contents includes clickable links (requires a full pdf reader, not just a pdf viewer). You can also navigate using bookmarks in the pdf document.

Quick Links: These links connect to some of the most-used sections:

- Covenants related to home/lot appearance and improvement: Familiarize yourself with the entire Protective Covenants, particularly Articles VII-XIV. Also be sure to check with Elite Management to obtain an Architectural Request Form.
- The Board of Directors: Bylaws, Article VII and VIII.
- Annual and Special Assessments: Covenants for Common Property, Article V.

This document is a digital conversion of a copy of the original documents. It is word-for-word complete and includes graphics of the original signatures. It has been reformatted for readability. The original documents were registered with the City of Raleigh in 1985

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Stone Creek Homeowners Association, Inc.
DECLARATION OF COVENANTS FOR COMMON PROPERTIES

THIS DECLARATION OF COVENANTS FOR COMMON PROPERTIES, made this 31st day of October 1985, by WEAVER-ROGERS ASSOCIATES, INC., a North Carolina Corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

No additional land shall be deemed to be subjected to these covenants except by express written declaration to that effect.

WHEREAS, the Declarant desires to create certain recreational facilities more particularly described as Common Properties for the benefit of said community and for the benefit of all the lots set forth hereinabove, and

WHEREAS, the Declarant desires to provide for the preservation of the value, amenities and conceptual intent of the said community and for the maintenance of the said Common Properties; and, to this end, desires to subject the said real property above described, together with such additions as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions governing the same, and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Declarant has caused or will later cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, STONE CREEK HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Declarant declares that the real property described above, and such additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as "The Covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

ARTICLE I. DEFINITIONS

Section 1.

The following words. and terms, when used in the Declaration, or any Supplemental Declaration, shall have the following meanings:

(*a) "Association"* shall mean and refer to Stone Creek Homeowners Association, Inc., a North Carolina non-profit corporation.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any tract situated upon the Properties, but, notwithstanding any applicable theory of a mortgage shall not mean or refer to the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an owner.

(c) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as are subjected to this Declaration or any Supplemental Declaration.

(d) "Common Properties" shall mean and refer to those areas of land which are deeded to the Association and designated in said deed as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All common Properties are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedules and operating rules adopted by the Association. Nothing contained herein shall restrict the right of the Association to convey to non members the use and enjoyment of the recreational facilities pursuant to Article IV, Section 4 of the Declaration.[*]

(e) "Lot" shall mean and refer to any improved or unimproved parcel of land, shown upon any recorded subdivision map of the Properties, intended for the construction of a detached single-family dwelling, excluding any "Common Properties," as heretofore defined. In

[*] Ending sentence added Nov 5, 1993; First Amendment to the Declaration for Common Properties (Appendix A)

the event a well or utility lot is used for the construction of a detached single family dwelling it shall then be considered a "Lot" and subject to the terms and conditions of the Declaration.

(f) "Member" shall mean and refer to all owners as heretofore defined.

(g) "Declarant" shall mean and refer to Weaver-Rogers Associates, Inc., its successors and assigns.

ARTICLE II

Section 1. Existing Property.

The real property which is subject to these covenants, is located in Wake County, North Carolina, and is more particularly described hereinabove. All of the real property hereinabove described shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Additions. At anytime within four (4) years of the date of this declaration, the Declarant, its successors and assigns, within its sole discretion have the right to bring within the plan and operation of this Declaration, additional later acquired properties for future stages of the development provided that said annexed or additional land shall be contiguous to lands subject to this Declaration or shall be contiguous to Stonebridge Subdivision or in Bridgepoint Subdivision.

The additions authorized under this and the succeeding subsection, shall be made by filing of record Supplementary Declarations of Covenants for Common Properties or a consent to annexation to be executed by Declarant and the owner of the property to be subjected to this declaration with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declarations may contain such complementary additions and modifications of the covenants contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties.

(b) Other Additions. Upon approval in writing of the Association pursuant to two-thirds of the vote at a duly called meeting, the owner of property other than the Declarant who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may record a Supplementary Declaration of Covenants with respect to the additional property which shall extend the operation and effect of the covenants to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the Bylaws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations or another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change of or additional to the covenants established by this Declaration as herein provided.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

The Declarant and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any lot which is subject by the Covenants, to assessment by the Association shall be a member of the Association, <u>provided</u> that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. Voting Rights.

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.

CLASS "B" - 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 Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2, below, or

(b) On January 1, 1990.

(c) Upon the surrender of all Class B membership by the holder thereof or cancellation by the Association.

The total vote of the Association shall consist of the sum of the votes of Class A Members and the votes of Class B Members. When more than one person holds an interest in any lot, all such persons shall be members; and the vote for such lot shall be exercised as they among themselves determine, but in no event may more than one vote be cast with respect to any lot owned by Class A Members. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, it shall be split equally among the co-owners.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment.

Subject to the provisions of these covenants and the rules and regulations of the Association, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every lot.

Section 2. Delegation of Use

Any member may delegate in accordance with the bylaws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Properties.

The Declarant hereby covenants, for itself, its successors and assigns that it shall convey, bargain and transfer the Common Properties to the Association or before the placement of the first permanent loan on a lot or the earlier of the closing of a sale to a person other than for the purposes of resale or September 1, 1986, whichever shall first occur.

Section 4. Extent of Member's Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) That the Declarant shall deed the common areas to the Association upon their completion free and clear of all outstanding liens and encumbrances.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, as provided in its bylaws, to suspend the enjoyment of voting rights and the use of recreational facilities of any member or any tenant of any member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations to pay the assessment; and

(d) The right of the Association to charge members' guests reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(e) The right of the Association to give, sell, or lease all or any part of the Common Properties to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the members, provided that no such gift, sale or lease shall be effective unless authorized by the vote of two-thirds (2/3) of the vote at a duly called meeting and unless written notice of the proposed action is sent to every member at least ten (10) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken and a certificate of mailing executed by the Secretary of the Association thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

(f)[†] The right of the Association to grant access to and enjoyment of the Association's recreational facilities subject to rules and regulations and user fees established by the Board of Directors. No more than forty (40) such contracts shall be outstanding and binding upon the Association at any given time.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance be deemed to covenant and agree to all the terms and provisions of these covenants and to pay to the Association: (1) Annual assessments or charges; (2) Special Assessments for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefor as provided, shall be a charge and continuing lien on the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of

[†] Article IV, Section 4(f) added Nov 5, 1993; First Amendment to the Declaration for Common Properties (Appendix A).

collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments.

The assessment levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof. The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Maximum Annual Assessment.

For calendar year 1985, the maximum annual assessment shall be One Hundred Fifty Dollars ($150.00) per lot.

(a) After calendar year 1985, the maximum annual assessment may be increased each calendar year not more than 5%.

(b) After calendar year 1985, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of 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. However, the Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for future years as provided hereinabove.

Section 4. Special Assessments for Improvements and Additions.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or addition to the Common Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote at a duly called meeting, written notice of which shall be sent ten (10) days in advance and shall set forth the purpose of the meeting. For the purpose of acting under this Section 4, the presence at the meeting of members or of proxies, entitled to cast sixty (60%) per cent of the total vote of the Class A membership shall constitute a quorum. For the purposes of this subsection only, no vote shall be cast under Class B.

Section 5. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall be payable in full within thirty (30) days after the first day of the month fixed for commencement. The assessments for any year after the first year, shall similarly be payable in full within thirty (30) days after the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3, hereto, as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The pro-rating of any annual or special assessment due to change in ownership of any lot during a calendar year shall be the responsibility of the individuals involved and not the Association.

Section 6. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against all lots for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, the Lien; Remedies of Association.

If the annual assessment or any special assessment is not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with interest thereon at the rate of eight (8) per cent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each assessment is made, in the hands of the then owner, his heirs, devisees, personal representatives, successors in title and assigns.

If the annual assessment or any special assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally and/or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to assessment.

Section 9. Exempt Property.

The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements or operating a community water system in the case of a utility regulated by the North Carolina Utilities Commission and lots used for wells, utility and low-pressure sewer systems;

(b) All Common Properties as defined in Article 1, Section 1, hereof;

(c) All properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemptions.

(d) That property owned by Declarant shall be exempt from assessment provided "lots" as defined in Article I, Section (e) shall be subject to assessment by the Association to the extent as all other lots with the exception that the maximum assessment for Declarant's lots owned shall be 25% of the assessment for other lots.

(e) Properties owned by builders, who acquire such lots for the purpose of engaging in the business of constructing residential buildings shall be subject to an assessment with the exception that the assessment for said lots shall be 25% of the assessment for other lots.

ARCHITECTURAL CONTROL

Section 1. Review and Approval of Landscaping Specifications for Additions Alterations Changes to Structures upon the Common Properties.

No building, wall, fence, swimming pool, or other improvement shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topograph, by 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 said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, however that all decisions under this section shall be the sole responsibility of Declarant until such time as Declarant shall no longer vote as a Class B member of the Association.

GENERAL PROVISIONS

Section 1. Duration and Amendments.

The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless ninety percent (90%) of the vote of each class of membership at a duly called meeting of the Association approves a change during the first twenty (20) years and by a vote of 75% of each class of membership thereafter in the covenants and restrictions. Provided, however, that no such amendment shall be effective unless made and recorded five (5) days in advance of its effective date, and unless written notice of the proposed amendment is sent to every Class A member at least ten (10) days in advance of any action taken at a duly called meeting. Provided further, that written notice shall not be required where the required percentage consents in writing to the change, modification or amendment.

In lieu of a meeting, ninety percent (90%) of each class of membership map approve an amendment by signing a waiver of the meeting and by executing a written approval of said amendment, said amendment to be effective upon recordation in the Wake County Registry.

Section 2. Notices.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid to the last known address of the person who appears as member upon the Association's membership roll or owner on the records of the Association at the time of such mailing provided that any notice called for herein may be hand carried and deposited in the mailbox located upon the premises in lieu of mailing. Notice to one co-owner of a lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any changes of address and it shall be the responsibility of any new member to immediately notify the Association of the transfer of ownership.

Section 3. Enforcement.

Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants, and failure by the Association or any owner or the Company to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability.

Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5.

As long as there is a Class B membership, the following action will require prior approval of the Federal Housing Administration and the Veterans Administration, annexation of additional properties, dedication of common areas, and amendments of this Declaration.

IN WITNESS WHEREOF, WEAVER-ROGERS ASSOCIATES, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors, all as of the day and year first above written.

WEAVER-ROGERS ASSOCIATES, INC.

ATTEST: Linda R. Herring
Asst. Secretary

BY: James R. Rogers, Jr.
Vice-President

NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Linda R. Herring personally came before me this day and acknowledged that he is Assistant Secretary of Weaver-Rogers Associates, 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 Vice President, sealed with its corporate seal and attested by him as its Assistant Secretary.
WITNESS my hand and official stamp or seal, this 31st day of October, 1985.

Phyllis E. Tuplette (Flanagan)
NOTARY PUBLIC

My Commission Expires: 9/19/89

EXHIBIT A

BEING all of Lots 1 through 16, inclusive; Lots 16-A through 23, inclusive; Lots 23-A through 25, inclusive; Lots 31 through 35, inclusive; Lots 65 through 74, inclusive; STONE CREEK SUBDIVISION, as shown on map being duly recorded in Book of Maps 1985, Page 1981, Wake County Registry.

BEING all of Lots 26 through 30, inclusive; Lot 30-A; Lots 36 through 58, inclusive; Lots 58-A through 64, inclusive; Lots 75 through 93, inclusive; STONE CREEK SUBDIVISION, as shown on map being duly recorded in Book of Maps 1985, Page 1982, Wake County Registry.

Stone Creek Homeowners Association, Inc.
PROTECTIVE COVENANTS

THIS DECLARATION, made this 31st day of October 1985, by WEAVER-ROGERS ASSOCIATES, INC., a North Carolina Corporation, hereinafter called "Declarant";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below;

ARTICLE I.

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The real property described in Article I hereof is subjected to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and in-harmonious improvements on lots; to secure and maintain proper set-backs from street, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property and thereby to enhance the value of investments made by purchasers of lots therein.

ARTICLE II. LAND USE AND BUILDING TYPE

Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, provided, however, that a lot may be used for a well lot, a utility lot including necessary treatment lines for a low pressure sewer system, water tower lot and contain a pump house, utility house and treatment lines and facilities and well equipment, provided further that a lot and building thereon may be used as an amenity and recreational purposes owned and operated by Stone Creek Homeowners Association, Inc. or for the dedication of a street or other public right of way.

ARTICLE III. SITE AND PLAN APPROVAL

No building, fence, swimming pool, or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topograph and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof in the case of major improvements, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV. DWELLING SIZE AND DRIVEWAYS

Except with the prior written approval of the Architectural Committee, no single-story residential structure which has a heated area of less than 2,000 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot; no story and one-half, residential structure which has a heated area of less than 2,100 square feet, exclusive of porches, breeze-ways, steps and garages; shall be erected or place or permitted to remain on any lot; no two story residence exclusive or porches, breeze-ways, steps and garages which has a heated area of less than 2,400 square feet and no split-level residential structure which has a living area of less than 1,800 square feet, exclusive of basement or unfinished area. A building used in conjunction with a water, sewer or public utility shall be exempt from the size requirements contained herein. All driveways shall be paved (concrete or asphalt) from street to each house including parking areas. An exception for gravel driveways will be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE V. BUILDING LOCATION

No building shall be located on any lot nearer to the front line than 75 feet or nearer to the rear line than 30 feet, or nearer to the side street than 30 feet in the case of a corner lot. The Architectural Committee may for good cause waive a violation of the setback requirement provided for herein. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with. No building or garage shall be located nearer than 20 feet to an interior lot line. No other permitted accessory building shall be located nearer than 15 feet to an interior lot line or nearer than 50 feet from the minimum building setback line. For the purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration and for purposes hereof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE IV. LOT, AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE VII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

ARTICLE VII. 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 an annoyance of nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE IX. TEMPORARY STRUCTURES

Except with the prior written consent of the Architectural Committee no trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than three cares, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE X. FENCES

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line of within 35 feet of any street right of way line established herein except upon approval by the Architectural Committee. No chain link fence shall be used without the prior written approval of the Architectural Committee.

ARTICLE XI. ACCESSORY BUILDINGS

No accessory building of any nature whatsoever (including but not limited to detached garage, storage building, dog houses, greenhouses) shall be placed on any lot without the prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE XII. APPEARANCE

Each Owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and property maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Declarant may have the required work done and the costs thus incurred shall be paid by the Owner.

ARTICLE XIII. ANIMALS

No animals (including horses) or poultry of any kind, other than house pets shall be kept or maintained on any part of said property.

ARTICLE XIV. PARKING

Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XV. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time shall covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XVI. ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVII. SEVERABILITY

Invalidation of any one of these covenants or any part thereof by judgment or court order in no ways affects any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVIII. DISCLOSURE

Certain lots subjected to these Protective Covenants make use of a low-pressure sewer system. Developer reserves the right to subject said lots to a contract with a company licensed and regulated by the North Carolina Utility Commission, the purpose of which is to provide for the operation, treatment and maintenance of said systems. Said contract may provide for a continuing monthly payment to said company by the owners of said lots.

WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

WEAVER-ROGERS ASSOCIATES, INC.

ATTEST: James R. Rogers Jr.

BY: Keith O. Weaver, Pres.

EXHIBIT A

BEING all of Lots 1 through 16, inclusive; Lots 16-A through 23, inclusive; Lots 23-A through 25, inclusive; Lots 31 through 35, inclusive; Lots 65 through 74, inclusive; STONE CREEK SUBDIVISION, as shown on map being duly recorded in Book of Maps 1985, Page 1981, Wake County Registry.

BEING all of Lots 26 through 30, inclusive; Lot 30-A; Lots 36 through 58, inclusive; Lots 58-A through 64, inclusive; Lots 75 through 93, inclusive; STONE CREEK SUBDIVISION, as shown on map being duly recorded in Book of Maps 1985, Page 1982, Wake County Registry.

NORTH CAROLINA
COUNTY OF NASH

I, a Notary Public of the County and State aforesaid, certify that James R. Rogers, III personally came before me this day and acknowledged that he is ____________ Secretary of WEAVER-ROGERS ASSOCIATES, 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 as its ____________ Secretary. WITNESS my hand and official stamps or seal, this 31st day of October, 1985.

Linda R. Herring
Notary Public

LINDA R. HERRING NOTARY *** PUBLIC NASH COUNTY, NC

My Commission Expires: 1/15/88

Stone Creek Homeowners Association, Inc.
BYLAWS

ARTICLE I.

The name of the corporation is STONE CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association." The principal office of the corporation shall be located at 4938-A Windy Hill Drive, in the City of Raleigh, State of North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Creek Homeowners Association, Inc., its successors and assigns.

Section 2. "Owners" 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" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners.

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.

Section 6. "Declarant" shall mean and refer to Weaver-Rogers Associates, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development or if such successors or assigns should acquire more than one lot, whether developed or undeveloped, pursuant to foreclosure or a deed in lieu of foreclosure ("successors" includes any lender with respect to loans obtained by Weaver-Rogers Associates, Inc., to develop the property).

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Wake County, North Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the President or by the Board of Directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in said notice.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of the Declarant, the Secretary of the Association, or person authorized to call the meeting, by mailing or hand carrying a copy of such notice, postage prepaid, at least 5 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Depositing a notice in the mailbox located on the lot shall be deemed delivered to the owner. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Notice by either method shall be deemed given when said notice is deposited in the mails or delivered by hand to such address. Attendance by a member at any meeting of members shall be a waiver of notice to him as to time and place and purpose thereof. Attendance at a meeting or a waiver of notice signed by one lot owner in the event of multiple ownership of a lot shall be considered a waiver of notice as to the owners of that lot.

Section 4. Quorum.

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented, provided that they adjourn the meeting to a time not more than 10 days from the time the original meeting was called.

Section 5. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or upon written notice of revocation filed with the Secretary.

Section 6. Voting.

At every meeting of Members, each Class A Member shall have the right to cast on each question one vote for each Lot of which he is an Owner. Each Class B Member shall have the right to cast on each question three votes for each vote held by a Class A Member. Fifty-one percent (51%) of the eligible votes entitled to be cast by Members present at the meeting, in person or by proxy, shall be a majority unless the question is one upon which, by express provisions of statute or of the Articles of Incorporation of the Corporation, or of the Declaration or of these Bylaws, a different majority vote is required, in which case such express provision shall govern. If more than one person or entity is the Owner of any Lot, then the Association membership voting right appurtenant to such Lot shall be exercised as such Owners among themselves shall determine; provided, however, that no fraction of one vote may be cast by any Member. In the event and so long as such co-owners of a Lot are unable to agree on the manner with which the vote appurtenant to such Lot shall be cast, then such vote shall not be regarded and shall not be counted. The vote of any Owner who is a corporation, trust or partnership may be cast by any officer, trustee, or partner, as the case may be, and unless objection by any other such officer, trustee or partner of such Owner is noted at the meeting, the Chairmen of such meeting shall have no duty to inquire as to the authority of the person casting such vote.

Section 7. Loss of Right to Vote.

The vote of any Class A Member who is shown on the books or records of the Association to be more than sixty (60) days delinquent in any payment due the Association shall not be an eligible vote and shall not be counted for purposes of deciding any question so long as such delinquency is not cured; nor shall such Member be eligible to be elected to the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Number.

The affairs of this Association shall be managed by a Board of at least three (3) and not more than nine (9) directors, who need not be members of the Association. After the lapse of all of the Class B Membership as provided herein, a majority of the Board of Directors shall be Members. The initial three (3} Directors shall be selected by the Declarant and need not be members. The names of the Directors who shall act as such until the first annual meeting of Members of the Association are as follows:

Keith D. Weaver
James R. Rogers, III
Eunice Lambert

Section 2. Term of Office.

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter, the members shall elect three directors for a term of three years.

Section 3. Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation.

No director who is also a Class A Member shall receive compensation for any services he may render to the Association unless a resolution authorizing such renumeration shall have been adopted by the Board of Directors. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without Meeting.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association who may or may not be members of the Board. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election.

Election to the Board of Directors shall be by secret written ballot if request is made by 10% of the members. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETING OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting any resumption of business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use the recreational facilities of a Class A Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The right of a Class A Member may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, attorney or accountant or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to:

1) Fix the amount of the annual or special assessment against each Lot at least thirty (30) days in advance of each annual or special assessment period; provided that during the first year of operation or part thereof, the Board may fix the annual assessment for a prorate part of an assessment period.
2) Send written notice of each assessment to every owner subject thereto, at least thirty (30) days in advance of each annual assessment period.
3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained in a manner consistent with the provisions of these Bylaws and the Declaration;

(h) Prepare and distribute to each member an annual report which shall include the annual financial statement which shall summarize the operation and actions of the Association and its income, expenditure and reserves.

Section 3. Common or Interested Directors.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association, including the Declarant, in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interest, is either void or voidable because such Director of Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

A common or interest Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices.

The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall-take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term.

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified there, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices.

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

PRESIDENT

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise the discharge of such other duties as may be required of him or her by the Board.

SECRETARY - ASSISTANT SECRETARY

The secretary or assistant secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Control Committee and Arbitration Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by no-use of the Common Area or abandonment of his lot.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Stone Creek Homeowners Association, Inc., Corporate Seal, North Carolina".

ARTICLE XIII. AMENDMENTS

Section 1.

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration, The Veterans Administration or Federal National Mortgage Association shall have the right to veto amendments while there is a Class B membership.

Section 2.

In the case of any conflict between the Articles of Incorporation or these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS

Section 1.

The Association shall indemnify every officer or director of the Association and every former officer or director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director as provided herein.

Section 2. Liquidation Rights.

In the event of any voluntary or involuntary dissolution of the Association, each Member of any Class of the Association shall be entitled to receive out of the assets of the

Association available for distribution to the Members an amount equal to that proportion of such assets which the number of eligible votes held by such Member bears to the total number of eligible votes held by all Members.

Section 3. Fiscal Year.

The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 4. Number and Gender.

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the directors of the STONE CREEK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals this 1st day of November 1985.

(SEAL)

(SEAL)

(SEAL)

BOOK 3594 PAGE 428

State of North Carolina

Department of the Secretary of State

PRESENTED FOR REGISTRATION
NOV 6 12 14 PM '85

To all to whom these presents shall come, Greeting:

I, **Thad Eure,** *Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (* 7 *sheets) to be a true copy of*

ARTICLES OF INCORPORATION
OF
STONE CREEK HOMEOWNERS ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 6th *day of* November *19*85 *, after having been found to conform to law.*

In Witness Whereof, *I have hereunto set my hand and affixed my official seal.*

Done in Office, *at Raleigh, this* 6th *day of* November *in the year of our Lord 19* 85.

Secretary of State

By Deputy Secretary of State

Stone Creek Homeowners Association, Inc.
ARTICLES OF INCORPORATION

In compliance with the requirement of Chapter 55A of the General Statutes of North Carolina, the undersigned, all of whom are residents of the State of North Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is STONE CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at 4938-A Windy Hill Drive in the City of Raleigh, County of Wake, State of North Carolina.

ARTICLE III

James R. Rogers, III, whose address is 4938-A Windy Hill Drive, Raleigh, North Carolina, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of residence Lots and Common Area within that certain tract of property described as Stone Creek Subdivision and said other properties as may be annexed thereto, and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Wake County, North Carolina, and as the same may be amended from time to time as therein provided said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property in connection with affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility or other non-profit corporation for such purposes and subject to such conditions as may be agreed to by the members, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent to two-thirds (2/3) of each class of members.

(g) To annex additional properties in such manner and upon such terms as set out in a Declaration of Covenants, Conditions and Restrictions executed by Weaver-Rogers Association, Inc., and which is recorded, or to be recorded, in the Office of the Register of Deeds of Wake County, North Carolina.

(h) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation law of the State of North Carolina by law may now or hereafter have or exercise,

This corporation is organized and shall be operated exclusively as a homeowners association and not for profit. No part of the earnings of this corporation or the funds contributed by any person or corporation shall inure to the benefit of any director, officer, or Member of the corporation, or any private individual (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments), except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes. In the event of the liquidation or dissolution of the corporation, either voluntary or involuntary, no director or officer of the corporation or any private individual shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used or distributed exclusively to an entity or entities whose purposes are substantially similar to those set forth in this Article IV.

In order to properly prosecute the objects and purposes set forth, this corporation shall have all the powers vested in corporations by the laws of the State of North Carolina, Chapter 55A, Section 15, and other laws relating to corporations which may appear in the General Statutes of North Carolina, together with all amendments thereto, past and future. which powers shall include, but the inclusion of such powers shall not be deemed as exclusive of other powers vested in the corporation, the following powers: This corporation shall have full power and authority to acquire real or personal property, tangible or intangible, by gift, contribution, bequest, devise, purchase, lease, exchange, or by any other manner, and to hold legal or equitable title to real and personal property; to borrow money, issue bonds, indentures or other evidences of indebtedness, secured or unsecured; to sell, buy, lease, encumber, mortgage, pledge, donate and otherwise deal with, acquire and dispose of real and personal property, either one or both, and generally to perform all acts which may be deemed necessary, expedient or proper by the corporation for the successful carrying out of the objects and purposes for which the corporation is formed.

ARTICLE V. MEMBERSHIP

Every person or entity which is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entitles who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI. VOTING RIGHTS

The Association shall have two classes of voting memberships:

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, among themselves, 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 (as defined-in the Declaration) 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) on December 31, 1990; or

(c) upon the surrender of all Class B membership by the holder thereof or cancellation by the Association.

ARTICLE VII. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the elections of their successors are:

Name	Address
James R. Rogers, III	4938-A Windy Hill Drive Raleigh, Wake County North Carolina 27609
Keith D. Weaver	1929 Pendleton Drive Raleigh, Wake County North Carolina 27609
Eunice Lambert	7320 Six Forks Road Raleigh, Wake County North Carolina 27609

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years, and at each annual meeting thereafter, the members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX. DURATION

The corporation shall exist perpetually.

ARTICLE X. AMENDMENTS

Amendment to these Articles shall require the assent of Ninety percent (90%) of the entire membership.

ARTICLE XI. FHA/VA/FNMA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration or the Federal. National Mortgage Association: annexation of additional properties, mergers, and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of October 1985.

ober, 1985
4938-A. Windy Hill Dr., Raleigh, NC 27609
James E. Rogers Jr.

Keith D. Weaver
1929 Pendelton Dr.
Raleigh, NC 27614

NORTH CAROLINA

NASH __________ COUNTY

This is to certify that on the 31st day of October 1985, before me a Notary Public, personally appeared James R. Rogers, III and Keith D. Weaver who I am satisfied are the persons named in and who executed the foregoing Articles of Incorporation, and I, having first made known to them the contents thereof, they did each acknowledge that they signed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 31st day of October, 1985.

Linda R. Herring
Notary Public

My Commission Expires: 1/15/88

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APPENDIX A: FIRST AMENDMENT TO DECLARATION OF COMMON PROPERTIES

00561 NORTH CAROLINA WAKE COUNTY

PRESENTED FOR REGISTRATION
93 NOV -5 PM 4:03
KENNETH C. WILKINS
REGISTER OF DEEDS

BK5865PG0173

FIRST AMENDMENT TO DECLARATION OF COMMON PROPERTIES IN STONE CREEK AND PROVISIONS OF STONE CREEK HOMEOWNER'S ASSOCIATION, INC.

This AMENDMENT TO DECLARATION OF COVENANTS FOR COMMON PROPERTIES IN STONE CREEK AND PROVISIONS OF STONE CREEK HOMEOWNER'S ASSOCIATION, INC., made on the date hereinafter set forth by the members of Stone Creek Homeowners Association, Inc., located in Wake County, North Carolina.

W I T N E S S E T H:

WHEREAS, Weaver—Rogers Associates, Inc., a North Carolina corporation, as Declarant, caused to be recorded a Declaration of Covenants for Common Properties in Stone Creek and Provisions of Stone Creek Homeowner's Association, Inc. in Book 3594, Page 436 of the Wake County Registry (hereinafter "Declaration"); and

WHEREAS, the members of Stone Creek Homeowners Association, Inc. (hereinafter "Association"), a North Carolina non-profit corporation, consisting of the Lot Owners within the Association and subject to the Declaration, have caused this Amendment to be executed; and

WHEREAS, Section 1 of the "General Provisions" of the Declaration provides that the covenants and restrictions of the Declaration may be amended by an instrument approved by not less than ninety percent (90%) of the Lot Owners at a duly called meeting of the Association;

NOW, THEREFORE, the Association does hereby amend the Declaration pursuant to Section 1 of the General Provisions, as follows:

1. Article I, Section 1(d) of the Declaration is amended by inserting a new sentence at the end of that section, to read as follows:

"Nothing contained herein shall restrict the right of the Association to convey to non—members the use and enjoyment of the recreational facilities pursuant to Article IV, Section 4 of the Declaration."

2. Article IV, section 4 of the Declaration is amended by adding a new subparagraph (f) at the end of that Section to read as follows:

"(f) The right of the Association to grant access to and enjoyment of the Association's recreational facilities subject to rules and regulations and user fees established by the Board of Directors. No more than forty (40) such contracts shall be outstanding and binding upon the Association at any given time."

3. Except as amended hereinabove, the remaining portions of the Declaration are hereby re—acknowledged and shall remain in full force and effect in all respects.

4. The undersigned officers of the Association hereby acknowledge that they have the authority to execute this Amendment on behalf of the Association, and they hereby certify that this Amendment has been adopted pursuant to Section 1 of the "General Provisions" of the Declaration.

5. This Amendment shall be effective on the fifth day following recordation in the office of the Wake County Registry.

IN WITNESS WHEREOF, the designated have executed this instrument this 27 day of October 1993.

STONE CREEK HOMEOWNERS ASSOCIATION, INC.

By :

ATTEST:

Katherine A. Chandler

Secretary

President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Pegeen M. Whitaker, a Notary Public of the County and State aforesaid, certify that Katherine A. Chandler ________, personally came before me this day and acknowledged that he/she is Secretary of Stone Creek Homeowners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed it its name by its President, sealed with its corporate seal and attested by Katherine A. Chandler as its Secretary.

Witness my hand and official stamp or seal, this 1st day of November, 1993.

Pegeen M. Whitaker

Notary Public

My commission expires:

My Commission Expires 3/30/97

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Pegeen M. Whitaker Notary(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Meta N. Harr

Asst/Deputy Register of Deeds

4/30/2017

Stone Creek Maintenance Responsibility Chart

ITEM	Homeowner	Association
All House Maintenance	XXX	
Driveway Maintenance	XXX	
Drainage Issues	XXX	
Entrance Monuments		XXX
Irrigation (At Front Entrance)		XXX
Landscaping - Common Areas Only		XXX
Pool & Pool House		XXX
Tennis Court		XXX