

Lakeview

Homeowners Association
Documents

Guidelines

for Living at Lakeview

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INTRODUCTION

What is this Booklet?

Two legal documents, the *By-Laws of Lakeview Homeowners Association, Inc.* and the *Declaration of Covenants, Conditions and Restrictions for Lakeview Development*,¹ describe the responsibilities involved with living in Lakeview. The Board of Directors of the Lakeview Homeowners Association is responsible for enforcing the rules and regulations as stated in those documents.

This booklet, the *Guidelines*, is a companion document to the *By-Laws* and the *Covenants*. Unlike these two documents, however, the *Guidelines* is not a legal document. The *Guidelines* impose no rules or regulations that are not included in either the *By-Laws* or the *Covenants*.

This booklet is intended to be a "user-friendly" companion to the *By-Laws* and the *Covenants*, which, since they are legal documents, can be difficult to read, understand, and interpret. The intent of the *Guidelines* is to explain the rules and regulations in a more readable form and to describe what you, as a Lakeview homeowner, should do to comply with those rules and regulations. Where the regulations are complex, such as those governing architectural changes, this booklet describes the exact procedures to follow. In many cases, the *Guidelines* also gives specific examples of situations that are governed by the rules and regulations, such as pet control or architectural changes.

Compliance

The *Covenants*² require the Board of Directors of the Lakeview Homeowners Association to enforce the rules and regulations specified in the *Covenants*. Since the Board believes that the rules and regulations promote good relations between neighbors, and that all Lakeview homeowners want to be good neighbors, the Board depends primarily on voluntary compliance. There is no person or group responsible for detecting infractions of these guidelines.

If you believe that a homeowner or the Homeowners Association itself is not in compliance with one of the guidelines listed in this booklet, please notify either a Board member or the management company. If the complaint involves an architectural regulation you may complain to a member of the Landscape and Architecture Committee. You may send a letter or simply tell a Board member, management company employee, or committee member.

If the Board receives a complaint about your home it will usually evaluate the complaint at the next regularly scheduled Board meeting. If the Board

¹The *Guidelines* refers to these documents as simply the *By-Laws* and the *Covenants*, respectively.

²Article 8, Section 1

determines that there is not a problem, the complaining homeowner is notified and the matter is dropped. If, however, the Board decides that you are not in compliance with one of the guidelines, it will take steps to notify you and ask that the problem be rectified. The Board may also make one or more specific suggestions about how the problem should be resolved.

This notification may take a number of forms depending on the nature of the problem, including a personal visit or phone call from a Board member, a letter from the entire Board, or a letter from the management company. Regardless of the form the notification takes, you are encouraged to discuss the situation with the Board.

If you do not correct the problem in a reasonable amount of time, and do not communicate with the Board about the problem, the Board will try all possible ways to resolve the problem before resorting to penalties or legal proceedings. If all other attempts fail, as a last resort, the Board may choose to impose a fine or impose some other penalty. The exact penalty will depend on the severity of the infraction. No one wants this to happen. Any expenses required to enforce such a penalty come from the Homeowners Association dues, which imposes a hardship on every Lakeview homeowner. However, the Board takes its enforcement responsibilities very seriously and will act to protect the interests of the Homeowners Association.

If the infraction represents a hazard or a potential financial liability for the Homeowners Association, and you do not correct the problem in a reasonable amount of time, the Board may unilaterally take steps to fix the problem. In this case, you will be required to repay the Homeowners Association for any money it spends to fix the problem.

Townhomes and Single-Family Homes

The *Covenants* and *By-Laws* refer to the two kinds of homes in Lakeview as "attached townhomes" and "detached townhomes." In keeping with current usage in Lakeview, the *Guidelines* uses the words "townhomes" and "single-family homes" instead.

Since the Homeowners Association is responsible for the exterior maintenance and landscaping of the townhomes, the covenants - and therefore this booklet - include constraints or restrictions for townhome owners that are not imposed



on owners of single-family homes. Usually these constraints are in place in order to permit such maintenance to be done with as little trouble as possible, or to keep maintenance costs to a minimum. Throughout the *Guidelines*, rules that apply only to townhome owners are designated with the picture shown on the left.

Structure of this Booklet

Immediately following this introduction is a short description of the Lakeview Homeowners Association. After that there is a short list of common questions about the rules and regulations along with the answers. The remainder of the *Guidelines* is divided into four parts. The first part describes the architectural guidelines. The second part covers the guidelines for grounds-keeping and other maintenance. The third part discusses Homeowners Association

assessments. Finally, the fourth part describes the Lakeview "Neighborhood Awareness Committee" and how you can contribute to the friendliness and general "good feeling" in Lakeview.

References

When the Guidelines are derived from the *Covenants* or from City of Raleigh ordinances, we have inserted a footnote that identifies the specific section of the *Covenants* or the specific ordinance under discussion.

References in the form "Article 8, Section 1" refer to the *Covenants* unless otherwise stated.

THE LAKEVIEW HOMEOWNERS ASSOCIATION

Every homeowner in Lakeview is a member of the Homeowners Association. The Association is responsible for maintaining the exteriors and yards of the townhomes, the common areas, the streets, and other parts of Lakeview that are owned in common by all the homeowners. The exact responsibilities of the Homeowners Association are described in the *By-Laws*.

The Homeowners Association is administered by a Board of Directors. The Board is responsible for the day-to-day supervision of the Association. Their duties, which are also described in the *By-Laws*, include fixing the amount of and collecting the Association assessments, hiring maintenance contractors, and enforcing the rules and regulations contained in the *Covenants*. There are six directors, all of whom are members of the Homeowners Association. Each director serves for two years. The terms are staggered so that three directors are elected each year.

The election of directors is one of the activities done at the annual meeting of the Homeowners Association. In addition to the election, the Board reports to the Association members on its activities during the previous year and responds to questions from the membership. Usually the attending members discuss issues involving all of Lakeview as well. The annual meeting is held as near as is convenient to September 15. The Board sends out an announcement of the annual meeting to all homeowners at least 15 days in advance.

The Board also supervises three committees.

The Landscape and Architecture Committee

The "LARC" is responsible for coordinating the landscaping of the townhomes and common areas and evaluating proposals for changes - including exterior paint color changes - or additions to homes and front yards. Many of the guidelines listed in this booklet involve the responsibilities of the LARC.

The Neighborhood Awareness Committee

This committee is responsible for producing and distributing *Lakeviews*, our neighborhood newsletter. The committee usually organizes a number of community parties every year. Also, this committee is responsible for the Lakeview Community Watch program.

The Architectural Approval Committee

Most homeowners only interact with this committee through their realty agent. This committee is responsible for approving the design of new single-family homes built in Lakeview. They ensure that the appearance of the home is consistent with the existing homes in our neighborhood and that the design does not violate any of the covenants.

Just by being a homeowner in Lakeview, you are an important part of the Homeowners Association. You can contribute even more by joining one of the

committees or by running for a position as Board member. If you are interested in helping out, get in touch with a committee chairperson or Board member. You can find out the names of committee chairs or Board members by calling the management company.

GENERAL INFORMATION

Who is the management company?

The Board of Directors employs a management company to oversee the day-to-day maintenance of the townhomes, the landscaping company, and to collect the Homeowners Association Dues. The management company is Charleston Management, Corp. Their offices are at 804-201 Salem Woods Drive, Raleigh, NC 27615. Their phone number is 919/847-3003, fax number is 919/848-1548 and e-mail is charlesmgt@aol.com.

What do the Homeowners Association dues cover?

The dues that you pay the Homeowners Association is actually a monthly installment of your annual assessment. The Homeowners Association uses this money to maintain the townhomes, the common areas, the water and sewer lines, the street lights, and the streets in Lakeview. The Homeowners Association also pays for the electricity used to light the streets and common areas and a small amount of legal fees and taxes.

How much are the dues?

As of this writing, the monthly assessment for townhome owners is \$90.00. For single-family homeowners it is \$25.00

How will I know if the dues go up?

If the Board increases the annual assessment you will get a letter at least thirty days before the first installment of the new assessment is due.

Who do I pay?

Make your check out to *Lakeview Homeowners Association* and mail it to, or drop it off at, the management company. (Their address is shown above.)

Where is the common area?

The common area is the part of the Lakeview that is owned and maintained by the Homeowner's Association. This includes the streets, the landscaped areas around the townhomes, the paths to the park from Lands End Court and Lake Ferry Drive, and the grassy stretch beside Lake Ferry Drive.

ARCHITECTURAL GUIDELINES

These architectural guidelines address any change that affects the exterior of your home.

The purpose of these guidelines is to preserve your property values by ensuring that certain standards of appearance are adhered to. The guidelines are intended to consider your desire for individuality and self-expression while at the same time maintaining some degree of consistency in appearance.

As you study these policies, you will notice that, even though changes to your home must follow the guidelines and in most cases be approved by the Homeowners Association, you are still responsible for maintaining those changes. That responsibility is also passed on to anyone who later buys your home. The responsibility for administering and enforcing the architectural guidelines is delegated by the Homeowners Association to the Landscape and Architectural Committee.

The first part of the architectural guidelines explains general policies. The second part explains the procedure for making minor exterior changes. The third part covers the procedure for making major architectural alterations.

SECTION A. GENERAL ARCHITECTURAL GUIDELINES³

Written Approval Required Before Making Changes

You must obtain written approval from the Landscape and Architecture Committee before making any modifications to the exterior of your home, or erecting any permanent structure on your lot.

Even though the Landscape and Architecture Committee may have approved a similar, or even identical, change to another person's home or lot, you must still get their approval for your change. Approval of any particular proposal does not ensure that the committee will approve a similar, or even identical, proposal by you or any other homeowner in the future.

If you do not get written approval before making any changes or additions to the exterior of your home, the Homeowners Association may ask you to suspend the project until you get approval, or even ask you to undo the changes or additions.

³Article 7

Appearance Guidelines

The Landscape and Architecture Committee will not approve a change that, in the committee's opinion, detracts from the quality of life in our neighborhood.

Any exterior change to your home or lot must be compatible with the design character of the original structure and landscaping.

Construction and Maintenance

When considering your proposed change, the Landscape and Architecture Committee will evaluate the following construction and maintenance considerations. The changes

- ✧ must be professionally constructed of durable materials.
- ✧ must not inhibit access to the lot where construction occurred or prevent people with authorized business, such as landscape maintenance persons employed by the Homeowners Association, from completing their duties.
- ✧ must not create additional maintenance expense for the Homeowners Association.
- ✧ must not encroach on common ground.
- ✧ must be made of materials comparable to those used on your home, and compatible with the architectural character of Lakeview.

Exterior Color Changes

Exterior color changes must be approved in advance by the Landscape and Architecture Committee. The committee will determine if the proposed color is in harmony with the colors originally used on the home and in Lakeview in general. Painting or staining any unpainted surface such as decking or fencing must be approved by the Landscape and Architecture Committee.

Fences, Screens, Decks, and Planters

All changes to, or additions of, fences, screens, decks, and planters⁴ must be approved in advance by the Landscape and Architecture Committee.

The committee will make every effort to ensure that these structures are kept as harmonious as possible with the architectural and landscape character of Lakeview. Proportions must be in scale with the surrounding property and structures. Fencing, screening or walls may only be used on decks or in rear yards of homes. The committee will not approve chain link or other galvanized metal fencing.

⁴Only planters that remain in place year-round need to be approved.

**Play Equipment**

If you are a townhome owner, you may keep non-permanent play equipment, such as a tent or small swimming pool,⁵ in the rear yard as long as it does not interfere with exterior maintenance or the landscapers' work. If your play equipment causes damage to the grounds or any structures, you are responsible for paying for the repairs.

All homeowners must get prior written approval from the Landscape and Architecture Committee before erecting any permanent play equipment such as sandboxes, playhouses, swing or gym sets. Also, temporary swimming pools that are left out longer than forty-eight hours, or equipment taller than three feet must be approved in advance.

You may not erect any play equipment, permanent or temporary in the common areas.

Exterior Lighting

You must get approval from the Landscape and Architecture Committee before adding any additional exterior lighting. If your exterior lighting is directed so that it annoys your neighbors, you will have to change it.

Signs

Do not erect any signs, including directional signs, along the streets of Lakeview or at its entrances. Do not attach a sign to the outside wall of any building except your own home, or to any plant or tree in the common area, to any townhome mailbox, or to any single-family home mailbox except your own.

You can use realty signs such as "For Sale" signs within these guidelines:

- ❖ You may erect only one realty sign. Its size may not exceed six square feet.
- ❖ In townhomes, do not place the sign in a grassy area that might interfere with lawn maintenance. Place the sign near the home, no further than the edge of the mulched areas, and not on the grass.
- ❖ Remove the sign no later than seven calendar days after the house is sold and closed.



Please limit the use of political signs that are related to an election to no more than three weeks before the election and one day after the election. The names of more than one candidate may appear on the sign.

⁵A "small swimming pool" is a pool having a depth of less than twenty-four inches.



Storm and Screen Doors

You must get approval from the Landscape and Architecture Committee before you add or change storm and screen doors. The doors, whether in front or in back, must be painted to match the exterior trim on the home. You will be responsible for the purchase, installation, and all maintenance costs including painting.⁶

Clotheslines

You may not erect an exterior clothesline.

SECTION B. PROCEDURES FOR MAKING MINOR ARCHITECTURAL CHANGES

You must always submit a written request to the Landscape and Architectural Committee before making any change to the exterior of your home, and in certain cases to your yard. For relatively small changes, use the procedures described in the next few paragraphs. For major changes, follow the more lengthy procedures described in Section C, which begins on page 14. Before starting any changes, please read the regulations and procedures carefully. If it is not clear to you, after reading Sections B and C, which are the correct procedures for you to follow, contact the chair of the Landscape and Architecture Committee. The procedures given in this section and Section C were developed to ensure compliance with Article VI, "Architectural Control," in the *Covenants*. If you do not adhere to these procedures the Landscape and Architecture Committee may disapprove your request.

Examples of Minor Changes

The following items are examples of the kinds of changes that can be done using the procedure outlined below.

- ✧ Adding a planter that requires a change to your deck
- ✧ Adding a privacy screen or fence on a deck or in a backyard
- ✧ Making an attachment to a door or building
- ✧ Painting or staining your deck

In any case, for a change to be considered minor it must require less than thirty days to complete.

Where to Submit Your Written Proposal

Submit your written proposal to: Chair, Landscape and Architecture Committee, Lakeview Homeowners Association. The chairperson changes from time to time. If you do not know the name and address of the current chairperson, call the management company.

⁶Article 7, Section 1

What to Include in the Proposal

Your proposal should include

- ♦ a description of the change, including the height, width, length, size, shape, color, the materials that will be used, etc., as appropriate, including a sketch of the completed modification.
- ♦ the name, address, and phone number of the contractor or builder, if any.
- ♦ a description of the method of replacing or restoring the proper drainage pattern, if the change affects the current drainage pattern.
- ♦ an agreement that you will be responsible for any required additional maintenance, which responsibility is to pass to any subsequent owners.

The Landscape and Architecture Committee may ask you to include additional information in your proposal.

Response to Proposals

You will be notified in writing of the committee's decision within thirty days after the chairperson receives all the necessary information. Before giving you a final approval, the committee may ask you to provide a separate written agreement that you will comply with any conditions that the committee has attached to your proposal. If the committee does not approve your proposal, the reasons for turning it down will be included in the response the committee gives you.

If you do not hear from the Landscape and Architecture Committee within thirty days of when you submitted your proposal, you may consider your proposal to be approved with no conditions attached. To prove that you submitted a proposal, request a written receipt from the Landscape and Architecture Committee chairperson.

Approval of any particular proposal does not ensure that the committee will approval a similar, or even identical, proposal by you or any other homeowner in the future.

How to Appeal

If the Landscape and Architecture Committee turns down your proposal, you can appeal the decision by writing to the chairperson. You should include in your appeal the reasons you believe that your proposal should be reconsidered. The committee will consider your appeal at the next scheduled meeting. You will be informed when this meeting will be held so you can attend. Whether or not you attend, you will receive a written response to your appeal from the committee.

Construction

Once your proposal is approved, you must begin construction within three months. Once construction has begun, it must be completed within 30 days. If you do not start construction within three months of the committee's approval,

your proposal is considered to have lapsed. You must resubmit your proposal to the committee and get it re-approved.

Once construction has started, do not deviate from the specifications stated in your proposal. If you decide you want to make changes that were not part of your proposal, you must get written approval from the committee, in advance.

SECTION C. PROCEDURES FOR MAKING MAJOR ARCHITECTURAL CHANGES

Examples of Major Changes

The following items are examples of the kinds of changes covered in this section:

- ✧ A porch conversion.
- ✧ An addition to your deck.
- ✧ Adding another room or dormer to your home.
- ✧ Making a major style innovation.

Steps to Follow

Here is the procedure for getting approval to make a major architectural change to your home.

- ✓ Have a *predesign conference* with the Landscape and Architecture Committee.
- ✓ Submit a *preliminary proposal*.
- ✓ Submit a *final proposal* based on the response by the committee to your preliminary proposal.
- ✓ Permit the committee to make one or more *inspections* of the change as construction proceeds.
- ✓ Complete the change in a timely manner.
- ✓ Permit the committee to make a final inspection of the work after construction is complete.

The next few paragraphs explain each of these steps.

Predesign Conference

Arrange a predesign conference with the Landscape and Architecture Committee. During this conference you will describe the proposed modification. The committee will describe their requirements for the preliminary proposal. You should leave this conference with a set of guidelines to follow as you prepare your preliminary proposal.

What to Include in Your Preliminary Proposal

During the predesign conference, you and the committee will agree which of the following items you should include in your preliminary proposal.

- ✓ A site plan, consisting of a scale drawing of the site, with existing structures and proposed modifications and dimensions
- ✓ Floor plan(s)
- ✓ Elevations, including a vertical cross section drawing of the proposed modification, with dimensions
- ✓ A roof plan, showing the slope and dimensions of a proposed roof, if applicable, and how it ties in and relates to existing roof lines on all sides
- ✓ A vertical cross section drawing, including ground level that shows the relationship of existing grades to floor levels, including how the building fits into the ground and how it relates to existing structures
- ✓ The location to be used as a storage site for building materials
- ✓ A written agreement from you that you will be responsible for any additional maintenance. This responsibility is to pass to subsequent owners.

Where to Submit Your Preliminary Proposal

Submit your written proposal to: Chair, Landscape and Architecture Committee, Lakeview Homeowners Association. The chairperson changes from time to time. If you do not know the name and address of the current chairperson, call the management company.

Response to the Preliminary Proposal

The Landscape and Architecture Committee will respond to your preliminary proposal within thirty days of receiving all the information that was specified during the predesign conference. Before giving you a final approval, the committee may ask you to provide a separate written agreement that you will comply with any conditions that the committee has attached to your proposal.

If you do not hear from the Landscape and Architecture Committee within thirty days of when you submitted your preliminary proposal, you may consider your proposal to be approved with no conditions attached. To prove that you submitted a proposal, request a written receipt from the Landscape and Architecture Committee chairperson.

What to Include in Your Final Proposal

After the Landscape and Architecture Committee approves your preliminary proposal, you must submit a final proposal. This proposal should include the following items.

- ✓ Final drawings
- ✓ Copies of proposed contracts
- ✓ Your plan for temporary access, if necessary

- ✓ A description of the existing and final grades and drainage
- ✓ A statement of the plan for colors of painted and stained surfaces, including color chips, if available
- ✓ Exterior material samples, or descriptions of the materials
- ✓ Your plans for the disposal of surplus soil
- ✓ Your plans for proposed landscaping and re-vegetation (that is, plants for erosion control, screening)
- ✓ A signed written agreement that you will be responsible for any additional maintenance. This responsibility is to pass to subsequent owners.

Construction and Inspections

The Landscape and Architecture Committee will inspect the work site to ensure that the project conforms to the approved proposal. The following guidelines apply while construction is underway and immediately following completion.

1. Once your proposal is approved, you must begin construction within three months. Once construction has begun, it must be completed within six months. If you do not start construction within three months of the committee's approval, your proposal is considered to have lapsed. You must resubmit your proposal to the committee and get it re-approved.
2. Within one week following the start of construction, notify the Landscape and Architecture Committee chair in writing that construction has begun and furnish the committee a copy of the City of Raleigh building permit indicating approval of the proposed construction.
3. If you want to make any changes to the proposal during construction, you must submit a written request to the committee and get their approval in writing.
4. Members of the committee may choose to make a site inspection from time to time during construction to ensure that the work adheres to the approved proposal.
5. Within two weeks following the completion of construction, notify the Landscape and Architecture Committee chair in writing that the modification has been completed and furnish to the Landscape and Architecture Committee a copy of the City of Raleigh certificate of compliance indicating that the construction meets all requirements of any applicable provisions of the ordinances and codes of the City of Raleigh and the State of North Carolina.
6. Within one week after receiving the completion notification, the Landscape and Architecture Committee will conduct a final inspection to ensure compliance with the approved proposal. In the event the construction did not adhere to the proposal, you must immediately make adjustments and corrections.

The Landscape and Architecture Committee will send written certification of compliance or noncompliance with the approved proposal to you within two weeks following the final inspection.

Subsequent Proposals

Approval of any particular proposal does not ensure that the committee will approval a similar, or even identical, proposal by you or any other homeowner in the future.

Reasons for Disapproval

If the committee does not approve your proposal, the reasons for turning it down will be included in the response the committee gives you.

How to Appeal

If the Landscape and Architecture Committee turns down your proposal, you can appeal the decision in writing to the chairperson. Include in your appeal the reasons you believe that your proposal should be reconsidered. The committee will consider your appeal at the next scheduled meeting. You will be informed when this meeting will be held so you can attend. Whether or not you attend, you will receive a written response to your appeal from the committee.

GROUNDS AND MAINTENANCE GUIDELINES

As with the architectural guidelines, regulations and procedures for the grounds were developed with the goal of allowing you as much leeway as possible, yet maintain enough consistency to maintain and increase your property values. Guidelines concerning these sensitive issues, such as parking and pet controls, were adopted only after careful deliberation by the Board of Directors and special committees of Lakeview homeowners.

Section D, "Parking Guidelines," Section E, "Vehicle Guidelines," and Section F, "Building and Grounds Guidelines," describe grounds-related regulations. Section G, "Procedures for Modifications to the Grounds," describes procedures that you should follow when you wish to change the grounds in some way, such as by adding shrubbery, bird baths, or vegetable gardens. If you have questions about these regulations and procedures, please call a member of the Board of Directors, the management company or the chair of the Landscape and Architectural Committee.

Unless otherwise noted, the guidelines in Section D, "Parking Guidelines," and in Section E, "Vehicle Guidelines," are based on Article 2, Section 4 of the *Covenants*.

SECTION D. PARKING GUIDELINES

Townhome Parking



Each townhome has the use of the two parking spaces directly in front of the townhome. You are responsible for ensuring that your guests do not park in the spaces directly in front of a neighbor's home. If a car owned or used by you, a member of your family, or one of your guests is parked in another townhome owner's space, it can be towed at your expense.

Parking in areas not specifically designated for parking is prohibited. For example, do not

- ❖ double park.
 - ❖ park in emergency vehicle turnarounds at the end of the townhome courts.
 - ❖ park in front of the townhome mailboxes, except to pick up mail.
 - ❖ park on grassed areas.
 - ❖ park on or overhanging any portion of a sidewalk or steps.
-

Single Family Home Parking

Limit on-street parking on the single family home streets to short term or guest parking only. The streets in Lakeview are very narrow and parking on the streets interferes with the passage of emergency vehicles. The streets should not be used as additional routine parking. Please note that it may be difficult or even impossible for a fire truck or emergency vehicle to reach your house if cars are parked on both sides of the street. When entertaining, please ask your guests to park on one side of the street only, in order to minimize obstruction of the road.⁷

Parking of Inoperable or Unregistered Motor Vehicles

You should not park an inoperable or unregistered motor vehicle, or a motor vehicle that does not display current license plates, in any common area or on the streets of Lakeview without the prior approval of the Board of Directors. Otherwise these vehicles will be towed at the owner's expense.

Parking of Boats, Campers, Trailers, and Oversized Vehicles

Lakeview does not include any areas for the permanent parking of recreation vehicles or oversized vehicles (vehicles which weigh over 10,000 pounds or measure more than 8 feet x 18 feet). Therefore, you may not park such a vehicle on any street or parking area in Lakeview except as a vehicle in transit.

Vehicles in Transit

A vehicle in one of the following types may be parked in Lakeview if the vehicle is in transit:

- ✧ Boats and trailers no larger than 8 feet x 18 feet
- ✧ Motorized vehicles no larger than 8 feet x 18 feet
- ✧ Vehicles less than 10,000 pounds in weight

A vehicle in transit is one that will be parked for more than forty-eight hours and no more than seven days. You must get prior approval of the Board of Directors to park a vehicle in transit, and you must park it in the location specified by the Board. To get approval, notify a Board member, the management company, or the chair of the Landscape and Architecture Committee.

⁷Article 2, Section 4 and Article 4, Section 12

SECTION E. VEHICLE GUIDELINES

Vehicles Not Requiring Licenses

Do not operate a motorized vehicle that does not require licensing, such as an all-terrain vehicle or go-kart, within in any common area or on the streets of Lakeview. Grounds and maintenance equipment are excepted.

Areas Where Operation of Vehicles is Prohibited

Do not operate any vehicle on any unpaved common area or sidewalk without the prior written approval of the Board.

Speed Limit

The speed limit on all streets in Lakeview is 25 miles per hour. On Oak Lake Court, High Lake Court and Lake Ferry Court the speed limit is 15 miles per hour.

Repair of Vehicles in Common Areas

Minor or emergency repairs to vehicles are allowed in the paved common areas, except sidewalks. You are responsible for the cost of repairing any damages that occur while the repairs are made.⁸

SECTION F. BUILDINGS AND GROUNDS GUIDELINES

As with the other guidelines in this booklet, the following guidelines concerning the use of buildings and grounds have been adopted under the authority granted by the *Covenants*. In addition, the applicable City of Raleigh codes have been included.

Occupancy of Homes

You may not permit your home to be used by a greater number of unrelated people than the number of bedrooms in your home. In no event may your home be used by a number of people, whether or not related, which exceeds twice the number of bedrooms in your home. "Unrelated individuals" are people who are neither within the same immediate family, (that is, grandparents, parents, children, and grandchildren) nor who are legal guardian and ward. However, siblings shall be considered unrelated individuals unless a parent also uses the same dwelling as his or her principal residence.⁹

⁸Article 8, Sections 1 and 3 and Article 7, Section 1

⁹Article 8, Section 7

Use of Homes

You must use your home for residential purposes only.¹⁰ You may not carry on any obnoxious or offensive activity, or do anything that is or may become a nuisance or annoyance to your neighbors.¹¹

Homeowner Responsibilities

You are responsible for

- ✧ ensuring that residents and guests in your home comply with all regulations, bylaws, covenants, declarations of the Association and with city ordinances and laws.¹²
- ✧ paying all assessments, fines, and charges incurred by residents and guests in your home.¹³

Garbage and Trash

Garbage containers must have self-locking lids that securely cover the contents at all times.¹⁴ All garbage, trash and recyclables must be inside containers. Trash and garbage containers should be placed at the rear of homes. In order to avoid a cluttered neighborhood please place trash and recycle bins at the curb after 6 p.m. on the evening before scheduled pickup. If for some reason the city does not pick up the trash please remove it as soon as possible on the day pickup was supposed to be done. Disposal of kitty litter or any other garbage, trash, or debris is not permitted on any portion of the common area.¹⁵

Exterior Portions of Homes

In order to maintain a friendly neighborhood environment please keep your front yards and any side yards that face the street well maintained and free of trash and litter.

If you are a single-family homeowner, you are responsible for mowing your lawn regularly.

Noise

In order to sustain a quiet neighborhood, do not

- ✧ sound a horn or any other device on any vehicle except as a danger signal.¹⁶

¹⁰Article 8, Section 2

¹¹Article 8, Section 3

¹²Article 8, Section 1

¹³Article 8, Section 1 and Article 4, Section 1

¹⁴City of Raleigh ordinance-Sec. 7-3005

¹⁵Article 8, Section 1

¹⁶City of Raleigh ordinance Section 12-5007, #A

- ✧ play any musical instrument, radio, television, phonograph, tape deck, or tape recorder in a manner that disturbs the quiet or comfort of your neighbors.¹⁷
- ✧ operate any motor vehicle without a properly functioning muffler which will effectively prevent loud or explosive noise.¹⁸

Maximum noise limitations are 55 decibels between 7:00 a.m. and 11:00 p.m. and 45 decibels between 11:00 p.m. and 7:00 a.m.¹⁹

Pet and Other Animal Guidelines

These guidelines are intended to reflect the rights of our pets and their owners as well as the rights of those residents that choose not to be pet-owners. Please remember that in most cases Raleigh City ordinances specify the responsibilities of pet owners in Lakeview. These responsibilities include the following:

- ✧ Only household pets may be kept in your home. You may not keep an animal for commercial purposes.²⁰
- ✧ When your dog is in heat, you must keep her inside your home.²¹
- ✧ You are responsible for the cost of repairing any damage caused by your pets or pets belonging to your visitors.²²
- ✧ Dogs and cats over four months old must be inoculated against rabies and licensed with the City of Raleigh.²³
- ✧ When your pet is outside your yard, you must keep it on a leash, lead, or in a cage.²⁴

When a Pet is Vicious

You may not keep a vicious animal in Lakeview. The City of Raleigh says that a vicious animal is "(a)ny animal which constitutes a physical threat to human beings or other animals by virtue of attacks of such number and/or severity as to cause property damage or physical injury."²⁵

¹⁷City of Raleigh ordinance Section 12-5007, #C and Article 8, Section 2

¹⁸City of Raleigh ordinance Section 12-5007, #F

¹⁹City of Raleigh ordinance Section 12-5003, #A

²⁰Article 8, Section 4

²¹City of Raleigh ordinance-Sec. 12-3012

²²Article 8, Section 1, and Article 7, Section 1

²³City of Raleigh ordinance-Sec. 12-3008, 12-3013 and 12-3016

²⁴City of Raleigh ordinance-Sec. 12-3007

²⁵City of Raleigh ordinance-Sec. 12-3004, #16

When a Pet is a Public Nuisance

You may not keep a public nuisance animal.²⁶ Lakeview homeowners are encouraged to complain about pets which have become "public nuisance" animals. A public nuisance animal is any animal which

- ✧ is repeatedly found at large.
- ✧ damages the property of anyone other than its owner.
- ✧ is vicious.
- ✧ causes fouling of the air by odors.
- ✧ causes unsanitary conditions of enclosures or surroundings.
- ✧ by virtue of number or type is offensive or dangerous to the public health, safety, or welfare.
- ✧ excessively makes disturbing noises.
- ✧ is diseased and dangerous to the public health.²⁷

Pet Toileting Guidelines

When toileting your pet, please observe these guidelines:²⁸

- ✧ Any pet may urinate or defecate within his or her owner's backyard.
- ✧ Any pet may urinate or defecate within the wooded common areas of Lakeview, away from landscaped areas and not in other people's yards (see the map on page 37).
- ✧ In the event that an animal toilets on a professionally landscaped area or any other private property, remove any fecal material immediately. These areas include the streets, sidewalks and front yards in Lakeview.

How to Register a Complaint Involving an Animal

Because of the controversial nature of pet complaints such as inappropriate toileting and public nuisance animals, the Board of Directors of the Homeowners Association has established the following special guidelines for making this kind of complaint.

If you wish to make a complaint, speak or write to any member of the Board of Directors or to the management company. You should supply the details of the complaint including the name of the pet owner and the date, time and place of occurrence. If you complain to a Board member that member will report the complaint to the management company. The management company will record your name and the other details you supply. *Pet complaints that do not include the name of the complaining person will not be relayed.* The management company will write a notice to the pet owner. The notice will not identify you as

²⁶City of Raleigh ordinance-Sec. 12-3021

²⁷City of Raleigh ordinance Sec. 12-3004, #14

²⁸Article 8, Section 1 and City of Raleigh ordinance-Sec. 12-3011

the complainant. This letter will be delivered to the pet owner within 3-5 working days after the management company receives the complaint.

The pet owner may respond to the management company within 5-7 working days if he or she so desires. The management company keeps all correspondence on file at the management office.

Upon the third complaint about the same pet owner within a 6-month period, an investigative committee of at least 3 Lakeview residents will be appointed by the Board to review the problem by meeting with the complaining persons and the pet owner. The specifics of each complaint, including the names of the complaining persons, will be provided to this committee. This special committee will then submit a written recommendation to the Board regarding the action to be taken. The committee may decide to send the pet owner a written warning, to fine the pet owner, or to ask the city officials to intercede and apply all city ordinances to the situation as appropriate.

Please keep in mind that any Lakeview homeowner can bypass the above procedure and go directly to the Raleigh city officials to respond to a problem with a neighbor's pet. However, we strongly encourage all homeowners to make every attempt to resolve a problem first by discussing the problem directly with the pet owner. If this does not work contact the Board. If the Board decides that a problem cannot be resolved, the Board will call in the Raleigh City Animal Control Officer. All Raleigh City ordinances will supersede these guidelines. A copy of the city ordinances is available by calling the Raleigh City Police Dept., Animal Control Division at 831-6511.

Townhome Firewood Storage



If you are a townhome owner, you may stack firewood on your property or in the wooded common area directly behind your home.²⁹ Do not store wood in such a way as to impede landscaping activities. We strongly encourage you not to stack firewood adjacent to your home, as it may invalidate the termite warranty. You are responsible for paying for any damages to your home or your neighbors' homes caused by improper firewood storage.³⁰

Firearms

The Raleigh City Code prohibits you from discharging any air rifle, gun, or pistol, or any type of spring rifle, gun, or pistol or any similar device, which impels with force any shot or pellet of any kind.³¹

Play and Recreational Activities

Children should play only in yards or grassy common areas. Playing in the streets or parking areas is at the risk and responsibility of participants and those who should have been supervising the participants.³²

²⁹Article 8, Section 1

³⁰Article 8, Section 1, and Article 7, Section 1

³¹City of Raleigh ordinance Section 13-2010, and Article 8, Sections 1 and 3

Soliciting

Soliciting within Lakeview is prohibited.³³

TV Antennas and Cable Television

You are responsible for arranging for cable television in your home. You may not put up a television antenna or a satellite dish in your yard or in the common areas. If you would like to install a "mini-dish" (that is, a DSS) submit a proposal to the Landscape and Architecture Committee following the guidelines in Section B on page 12.³⁴

Townhome Landscaping and Planting

The Homeowners Association encourages townhome owners to plant decorative vegetation in their yards. To ensure that these plantings add to the harmony of the neighborhood and do not hinder maintenance work, damage buildings, or add to the cost of grounds maintenance, (mowing or weeding, for example), please follow these guidelines:

Get prior written approval from the Landscape and Architecture Committee before doing any of the following in the front yard:

- ✧ Planting any vegetation
- ✧ Placing lawn accessories on the grounds
- ✧ Planting climbing plants such as ivy

Even though the Landscape and Architecture Committee approves the addition of the plants, the Homeowners Association is not responsible for replacing them should they die or be damaged during landscaping maintenance. You are responsible for the maintenance of any plantings you undertake, including weeding, trimming, and proper removal and disposal of dead vegetation. If your plantings cause any damage, you will be responsible for the cost of repairs.

You may plant trees, shrubs, flowers, and grass in the rear yard provided these do not hinder exterior maintenance or landscaping maintenance. Planting of vegetables is limited to mulched beds, on the owner's property, in the rear of the owner's home.³⁵

³²Article 8, Sections 1 and 3

³³Article 8, Sections 1 and 3

³⁴Article 2, Section 5

³⁵Article 7, Section 1

***Townhome Maintenance Guidelines***

In general, the Homeowners Association is responsible for maintaining the exterior of all townhomes.³⁶ This maintenance includes painting, the repair and replacement of roofs, gutters, down spouts and exterior building surfaces. The Homeowners Association is also responsible for maintaining trees, shrubs, grass³⁷, sidewalks, and exterior improvements.³⁸ Exterior surfaces do not include glass surfaces such as windows or glass doors.

The responsibilities of the Homeowners Association are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Repairs that are normally covered by homeowner's insurance - even if you don't have homeowner's insurance - or that is the result of your negligence is your responsibility, not the Homeowners Association's responsibility.

The Board of Directors makes every effort to ensure the repairs are completed in a timely fashion. However, the Board of Directors determines how and when maintenance shall occur and the method of supplying maintenance. You may not dictate the method of repair or the schedule.

The Homeowners Association will not be responsible for interior damage resulting from exterior failure. Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is your responsibility, not the Homeowners Association's responsibility.

If you fail to provide repairs or maintenance for which you are responsible, the Homeowners Association may notify you of the need for repairs or maintenance and specify a reasonable amount of time for you to complete it. The notice will explain the needed maintenance or repair and will specify the time in which you should complete the maintenance or repair.³⁹

If you do not complete the maintenance or repair within the specified time, the Homeowners Association may undertake the maintenance or repair itself. In so doing, the Homeowners Association may use contractors or other agents of its own choosing. You must allow access to the exterior or interior of the property at reasonable times to permit the Homeowners Association, its contractors, or its agents to complete the needed repair or maintenance. You must promptly reimburse the Homeowners Association for any and all costs incurred for such repairs or maintenance.⁴⁰

³⁶Article 7, Section 1

³⁷except for planting performed by the townhome owner. See "Townhome Landscaping and Planting" on page 26.

³⁸except for exterior improvements constructed by the townhome owner. See Sections B and C.

³⁹Article 7, Section 3

⁴⁰Article 7, Section 3



The Homeowners Association, therefore, will be responsible for:

- ✧ replacement of shingles at a time determined by the Board. This replacement to include any repair or replacement of sheathing and attic ventilation devices.
- ✧ replacement of and repair of leaks around skylights, not to include glass surfaces, which were installed by the builder.
- ✧ cleaning the gutters and down spouts as necessary as determined by the Board.
- ✧ replacement or repair of gutters and down spouts when necessary, as determined by the Board.
- ✧ repair or replacement of siding and shutters, as determined to be necessary by the Board, and the painting of each townhome on a regular schedule.
- ✧ repair and replacement of doors, windows and frames when the repair or replacement is caused by the failure of the wood surrounding the door, window, or frame.
- ✧ repair and replacement of all decks, steps and railings as installed by the builder or approved by the Landscape and Architectural Committee.
- ✧ maintenance of the exterior brick work.
- ✧ maintenance of trees, shrubs, grass and walks to the extent determined by the Board. This does not include private gardens that you plant.
- ✧ repair and replacement of mailbox stands and mailboxes necessitated through normal use.
- ✧ repair and replacement of parking areas and roads.
- ✧ lights in the common areas.
- ✧ garbage enclosures and wood screening around decks as originally installed by the builder.
- ✧ all water and sewer lines outside the edge of the foundation.
- ✧ purchase of a termite warranty and ensuring that termite inspections are performed.
- ✧ all common sewer lines.

You are responsible for:

- ✧ problems with animals getting in the chimney.
- ✧ structural problems causing your townhome or any portion of your home to shift position or any problems caused by this shift.
- ✧ heating or air conditioning units or any feeder lines to them.
- ✧ any failure of the thermal membrane or breakage of any glass surfaces including skylights not installed by the builder.
- ✧ the repair or replacement of locks, door knobs and any ornamental brass on doors and windows.



- ✧ all plumbing within your townhome.
- ✧ all sewer blockages between your townhome and the common sewer lines.
- ✧ all electrical fixtures and lines except lights paid for by the Homeowners Association on common ground.
- ✧ any inside damage caused by outside leaks or failures.
- ✧ garden or flower beds installed by the owner.
- ✧ interior and exterior insect control, except termite control.
- ✧ grounds maintenance within any fenced area.
- ✧ ice and snow removal from decks, steps and individual walkways.
- ✧ the area under your townhome.
- ✧ the foundation of your townhome.
- ✧ structural problems.
- ✧ storm doors, screens and storm windows.
- ✧ window boxes or damage to structure on which they are attached or on which they are placed.
- ✧ any damage caused to the deck if carpet is laid on the deck floor.
- ✧ damage to landscape caused by improper parking by family, employees, guests, or by auto repairs, oil spill, negligence, etc.
- ✧ the extra cost for painting your townhome due to your negligence such as changing color or using the wrong type of paint.
- ✧ foundation or structural problems causing a problem with the surface floor of porches or decks.
- ✧ any modifications made to your townhome including those regulated and approved by the Landscape and Architecture Committee.

Refer to other sections in the *Guidelines* for rules and regulations concerning wood left on decks, exterior plants that damage either the units or landscaping, etc.⁴¹

Improvements to Your Townhome Are Your Responsibility

Unless the Board of Directors specifically assumes responsibility in writing, the Homeowners Association is not responsible for maintaining improvements made by you to the exterior of your townhome even if the Landscaping and Architecture Committee approved the changes. Such improvements include, but are not limited to, adding a skylight or enclosing your deck.

⁴¹Article 7, Sections 1 and 3



SECTION G. PROCEDURES FOR MAKING CHANGES TO THE TOWNHOME GROUNDS

The Homeowners Association welcomes your contributions to the landscaping. You can best contribute by making sure that your changes are made within the framework of our overall master landscaping plan. This plan, in addition to making sure our grounds continue to look attractive, also takes into consideration cost and ease of maintenance. The procedures that follow describe how you should request approval for making changes to the townhome grounds.⁴²

Proposals

You must submit a written proposal concerning your changes to the chairperson of the Landscape and Architecture Committee.

The proposal must include all the following information in the form of drawings and written descriptions:

- ✓ Your name, address, and telephone number, and the name, address and telephone number of any contractors who will perform the work
- ✓ The type, size, and number of trees, shrubs, flowers, ground cover, and any other plants to be used
- ✓ The location of planting and associated mulching, borders, etc.
- ✓ The type of material to be used in constructing walks, retaining walls, planters, edging, etc.
- ✓ A description of the construction process if it involves the crossing of concrete sidewalks, curbing, or grassed areas by machinery or extensive foot traffic.
- ✓ The estimated starting date, duration of work, and completion date.

Response to Proposals

The Landscape and Architecture Committee will respond to your proposal in writing within thirty days after receiving your proposal.

If you have submitted a proposal and do not receive a written reply within thirty days, you may consider your proposal to be approved. Please request a receipt from the chairperson when submitting your proposal.

Approval of any particular proposal or any part of a proposal does not ensure acceptance of similar subsequent proposals from you or any other homeowner.

The committee's approval will explain whether you or the Homeowners Association will be responsible for the pruning and care of the plants. Additional stipulations may be included in the approval letter. The general

⁴²Article 6, Article 7, Section 1, and Article 8, Sections 1-3.

policy of the Homeowners Association is that plants and shrubs are the responsibility of townhome owners even though the Landscape and Architecture Committee approved their addition. If these plants interfere with normal grounds maintenance the Landscape and Architecture Committee can have the plants altered as needed.



How to Appeal

If the Landscape and Architecture Committee turns down your proposal, you can appeal the decision in writing to the chairperson. You should include in your appeal the reasons you believe that your proposal should be reconsidered. The committee will consider your appeal at the next scheduled meeting. You will be informed when this meeting will be held so you can attend. Whether or not you attend, you will receive a written response to your appeal from the committee.

Making the Changes

Once your proposal is approved, you must begin work within three months. Once construction has begun, it must be completed within 30 days. If you do not start construction within three months of the committee's approval, your proposal is considered to have lapsed. You must resubmit your proposal to the committee and get it re-approved.

Once work has started, do not deviate from the specifications stated in your proposal. If you decide you want to make changes that were not part of your proposal, you must get written approval from the committee, in advance.

ASSESSMENT GUIDELINES

In accordance with Article IV of the *Covenants* you have agreed to pay to the Homeowners Association an annual assessment and special assessments for capital improvements. Both kinds of assessments may be paid in monthly installments.⁴³

The Homeowners Association uses this money to maintain the townhomes, the common areas, the water and sewer lines, and the streets in Lakeview. The Homeowners Association is also responsible for paying taxes, public assessments, insurance premiums, attorney's fees, and other expenses. The Board of Directors considers past expenditures and estimates future financial demands on the Association to enable the Association to have adequate reserves to pay for future maintenance such as the replacement of townhome roofs and repaving of the streets in Lakeview.

Amount of Assessments

The annual and special assessments must be the same for all townhomes and the same for all single-family homes. However, the rate for each type of home may be different. The amount of the assessments is established by the Board of Directors.

Due Date and How To Pay

You should pay your annual assessment in monthly installments. Each installment is due prior to the first day of the month and is payment in advance for the following month. The Homeowners Association does not invoice or bill homeowners for assessments. Make the payment to *Lakeview Homeowners Association* and send it to the management company at the address given at the beginning of this booklet.

Late Assessments

If you have not paid your monthly installment by the due date, you will be charged 8 percent interest per year until the installment is paid. If you do not pay your monthly installment within 30 days of its due date, the Homeowners Association can foreclose a lien against your property or take you to court to force you to pay the installment and any interest, costs, and reasonable attorney's fees.⁴⁴

The assessment and any collection charges are the personal obligation of the property owner at the time the assessment fell due. The personal obligation for

⁴³Article 4

⁴⁴Although it is empowered to do so, the Homeowners Association currently does not actually charge this late fee.

delinquent assessments shall not pass to subsequent owners unless expressly assumed by them. You cannot waive or otherwise escape liability for payment of assessments by not using the common areas or by abandoning your home.

If you have 2 or more late installments and you send a payment, your payment will be applied to any accrued interest first, and then to the the oldest installment then due.

Certificate of Payment of Assessment

The Board will, upon your request, furnish you with a certificate signed by an appropriate person, that certifies whether your assessments have been paid. If any assessments are due the certificate will also include that amount.

Miscellaneous Assessment Provisions



If a townhome requires maintenance or repair because of a willful or negligent act of your own, a member of your family, or one of your guests, and you do not perform the maintenance or repair in a reasonable amount of time, the Homeowners Association will perform it and the cost will be added to the next monthly installment of your annual assessment.

If you are required by the covenants to perform maintenance or repair to your townhome you must begin within 60 days and complete it within 30 days after starting. If you do not, the Homeowners Association may send you a written notice that you must complete the maintenance or repairs within 30 days. After 30 days, if the maintenance or repairs are not complete, the Homeowners Association may perform them itself and add the cost to the next monthly installment of your annual assessment.

Finally, if your assessment is past due, the Homeowners Association has the right to suspend your voting rights as long as the assessment remains past due.

NEIGHBORHOOD AWARENESS GUIDELINES

In an area where people lead busy lives and have little spare time, the Neighborhood Awareness Committee aims to inform you of community news and to create a sense of neighborhood at Lakeview. The chief responsibilities of the Neighborhood Awareness Committee are communication, orientation, and socialization for homeowners in the Lakeview community.

Communication

The committee informs homeowners about community news and events by preparing and distributing the *Lakeviews* newsletter, by developing a directory of Lakeview residents, by providing updates on Community Watch happenings, and by creating and distributing announcements for social events.

When you first move to Lakeview — or even if you have been here awhile — ask your neighbors to find out who is your local Neighborhood Awareness Committee member. Feel free to ask questions if there are matters that you don't understand. Likewise, please contact the committee if you have any questions about or ideas for *Lakeviews*. We all have a stake in seeing that all homeowners understand the community and participate in the Homeowners Association.

Orientation

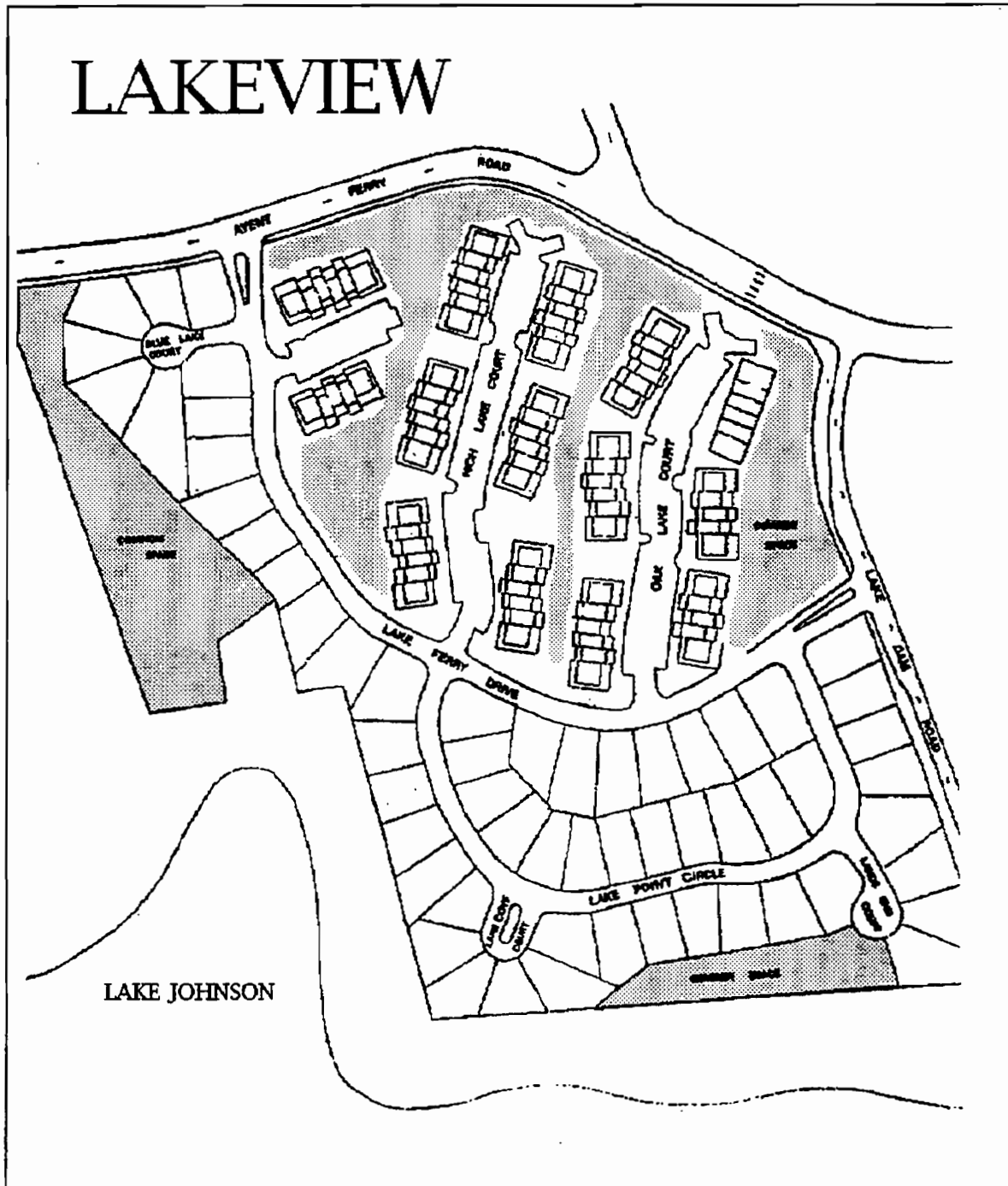
The committee helps new residents become acquainted with Lakeview by welcoming new residents to the community and by providing informational packets to new residents.

To make our orientation program a success, please notify any member of the Neighborhood Awareness Committee when new residents move to your block so we can personally welcome them and provide a copy of the orientation packet. Also, please contact any Neighborhood Awareness Committee member if you are a new resident who has not received an orientation packet.

Socialization

The committee establishes a social network and a sense of neighborhood at Lakeview by organizing social events for residents and by encouraging participation in these events. Lakeview's Neighborhood Awareness Committee plans events that are essential to create a friendly, close knit neighborhood. These events offer residents the opportunity to get together to talk, eat, and enjoy themselves. Announcements of upcoming social events are published in our newsletter, and individual invitations are distributed to each residence approximately two weeks before an event. Please plan to join your neighbors for the next event.

PET TOILETING MAP



Shading indicates areas in Lakeview where pets may be toileted.

Declaration of
Covenants
Conditions and Restrictions
for Lakeview Development

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THIS DECLARATION, made on the date hereinafter set forth by LAKEVIEW DEVELOPMENT CORP., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the City of Raleigh, County of Wake, State of North Carolina, which is more particularly described as follows:

Being all of the property conveyed by Eleanor Sherlyn Harrell, et al, to Lakeview Development Corp., by deed dated 26 November, 1985, recorded in Book 3607, page 82, Wake County Registry, including Lots 1 through 57, inclusive, the block areas designated as Blocks 1 through 14, all areas designated as "Common Space", and also including the areas of Lake Point Circle, Lake Ferry Drive, Waterview Court, Lake Point Circle, Lake Cove Court, Lands End Court, Oak Lake Court, and High Lake Court (private streets) as shown on maps entitled "LAKEVIEW C.U.D.", prepared by Johnston-Moody, Inc., and recorded in Book of Maps 1986, at pages 1700, 1701, and 1702, Wake County Registry. The number of acres in said tract being 24.6716.

NOW THEREFORE, 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 Lakeview Homeowners Association, Inc., 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

"Properties" shall mean and refer to certain real property herinbefore described.

Section 4

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, together with all water and sewer lines located on and serving the properties which are located outside dedicated public easements and city rights-of-way except water and sewer lines located on a lot which serve only that lot. The Common Area to be owned by the Association is described as follows:

All areas designated as "Common Space", and also including the areas of Lake Point Circle, Lake Ferry Drive, Waterview Court, Lake Point Circle, Lake Cove Court, Lands End Court, Oak Lake Court and High Lake Court (private streets) as shown on maps entitled "Lakeview C.U.D." , prepared by Johnston-Moody, Inc., and recorded in Book of Maps 1986, pages 1701, 1702 and 1703, Wake County Registry.

Section 5

"Detached Townhome Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, upon which a Detached Townhome Dwelling is to be situated, with the exception of the Common Area.

Section 6

"Attached Townhome Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, upon which a attached Townhome Dwelling is to be situated, with the exception of the Common Area.

Section 7

"Declarant" shall mean and refer to Lakeview Development Corp., Westminster Company and Steve Dickson Builder, Inc., their successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8

"Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the private streets and 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 leased by the Association for use by the Members;
-

- (b) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for the period during which any assessment against his lot remains unpaid; and for a period not to exceed 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of the Association to limit the number of guests of members;
- (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 and in aid thereof to mortgage said property, and the rights of such mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;
- (f) the right of the individual members to the exclusive use of parking spaces as provided in this Article.
- (g) easements as provided in Article IX hereof.

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. Title to the Common Area

The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the streets and to the Common Area to the Association, as required by the City of Raleigh, prior to the conveyance of the first lot, except utility and storm drainage easements.

Section 4. Parking Rights

Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, unless a greater number is required by the Raleigh City Code at the time of initial development of Lakeview Development, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas and over any private streets leading to and from such areas. The Association shall have the right to assign permanently one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, campers, trailers, and other such items on the private streets and in the Common Area.

Section 5. TV Antennas and Cablevision

The Association may provide one or more central television antennas for the convenience of the members and may supply cablevision service and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas or dishes on individual lots.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1

Every owner of a lot which is subject to assessment shall 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.

Section 2

The Association shall have two 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot. No fractional vote shall be allowed.

Class B. The Class B member(s) shall be the Declarant and it 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.

or

- (b) on January 1, 1992.
-

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 therefor, 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 which may be payable in monthly installments, and (2) special assessments for capital improvements, such assessments to be established and collected as herinafter 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 easement is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The funds from the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement, and maintenance of the Properties, including the maintenance, repair, and reconstruction of all private streets, water and sewer lines situated outside public streets and public easements, except water and sewer lines located on a lot which serve only that lot, Common Area and services and facilities devoted to the maintenance of Common Area and related to the exterior maintenance of the residences situated upon the "Attached Townhome Lots" within the Properties, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of any person or corporation as a management service to conduct and perform all or any part of the duties of the Association, the employment of attorneys to represent the Association when necessary, the payment of lease payments on leases of recreational facilities for use by the members, and such other needs as may arise.

Section 3. Maximum Annual Assessment - Detached Townhome Lots

Until January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment shall be Two Hundred Ten and No/100 Dollars (\$210.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote
-

of membership by up to twelve per cent (12%) of the previous year's maximum annual assessment.

- (b) From and after January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 3. (a) above by a vote of each member, for the next succeeding five years and at the end of each such period of five years, *providing that* any such charge shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.
- (c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Maximum Annual Assessment - Attached Townhome Lots

Until January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment shall be Five Hundred Forty and No/100 Dollars (\$540.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to twelve per cent (12%) of the previous year's maximum annual assessment.
- (b) From and after January 1 of the year immediately following the conveyance of the first Detached Townhome Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of the members of the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, *provided that* any such charge shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. 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, upon the Common Area, in the private streets and in connection with exterior maintenance, 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 members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3, 4 or 5

Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class 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 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Detached Townhome Lots, and at a uniform rate for all Attached Townhome Lots (which may not be the same rate for both Detached and Attached), and may be collected on a monthly basis. Notwithstanding any provision in this Declaration, the Articles of Incorporation and Bylaws to the contrary, no lot shall be subject to the assessment until the first day of the month following the issuance of a building permit for such lot by the City of Raleigh, and the assessment for lots for which such permits have been issued but which are not under a completed roof, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments.

Section 8. Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to all Lots as provided in Section 7 above. The first annual assessment for each lot 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 and what amount is due, if any.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment or installment thereof, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 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.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 11. Exempt Property

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Responsibility for Maintenance of Private Streets and Driveways

The maintenance responsibility of the private streets and driveways as shown on the aforesaid recorded map shall rest with the Association pursuant to the provisions of the Raleigh City Code Section 10-3074, which section provides substantially in part that in no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police, or other public service to the property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, the Association, or occupants.

Section 13. Separate Books

The Association shall maintain separate books for the Attached and Detached townhome sections, or maintain one set in such a manner that separate expenses for each section can be readily determined.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply

Each wall which is built as a part of the original construction of the Attached Townhomes upon the Properties and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable and customary repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction By Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion

to such use without prejudice, however, to the right of any such Owners to call for a larger contributions from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4.

The Owner of any Attached Townhome Lot may construct, reconstruct, repair, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon the completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner That No Contribution is Due

If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article V, request of the adjoining property owner or property owners a certificate that no contribution is due, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request without charge; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE IV ARCHITECTURAL CONTROL

No building, fence, signs, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change

or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the even said Board, or its designated committee, fails to approve or disapprove said 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.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Attached Townhome Lots

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Attached Townhome which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens, awnings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association) or the repair or reconstruction of any improvements on any lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect. Further, the Owner of any lot may at his election plant trees, shrubs, flowers, and grass in his rear yard provided that planting and maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future members of this Association, the developers wish to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings will require far more maintenance than others because of the types of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those connected with the conception, design, construction, and financing of this subdivision as originally planned, are in accord in their belief that all members of the Association will be benefited by

the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of the next assessment to which such lot is subject.

Section 2. Detached Townhome Lots

The Association shall have no obligation or responsibility for any maintenance of Detached Townhome Lots or any dwellings located thereon.

Section 3. Maintenance by Owner

In cases where maintenance or repair is required in this Declaration to be done or made by an Owner, and such maintenance or repair has not commenced within sixty (60) days, or if commenced, is not completed within a reasonable time thereafter, the Association may, upon thirty (30) days written notice to such Owner, make or complete such maintenance or repairs, and the cost thereof shall be an additional assessment applicable only to such Lot and Owner, and shall be payable as determined by the Board of Directors.

ARTICLE VIII 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 front yard space of each lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Use of Properties

No portion of the Properties (except for the temporary offices of the Declarant and/or model townhomes used by the Declarant) shall be used except for residential, utility and street purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment

No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

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.

Section 5. Dwelling Specifications

Except with prior written approval of The Architectural Committee; (a) No dwelling shall be constructed or permitted to remain on any Detached Townhome lot having an area of the main structure, exclusive of open porches and decks, of less than 750 square feet for a one story dwelling nor less than 1,000 square feet for a dwelling of more than one story. (b) No dwelling shall be constructed or permitted to remain on any Attached Townhome lot having an area of the main structure, exclusive of open porches and decks, of less than 700 square feet for a one story dwelling nor less than 1,000 square feet for a dwelling of more than one story.

Section 6. Building Setbacks - Detached Townhomes

The location of Detached Townhomes on a Detached Townhome Lot shall be governed by the applicable provisions of the Raleigh City Code. Declarant may waive any deviation from the requirements of the Raleigh City Code, provided such waiver has received the approval of the City of Raleigh and is recorded in the Wake County Registry.

Section 7. Occupancy

No townhome shall be rented to or used by a greater number of unrelated individuals than the number of bedrooms there are in such a townhome. In no event, shall a townhome be rented to or used by a number of individuals, whether or not related, which exceeds twice the number of bedrooms in such townhome. For the purpose of this Agreement, "unrelated individuals" shall mean individuals who are neither within the same immediate family (i.e. grandparents, parents, children, and grandchildren) nor who are legal guardian and ward; provided, however, siblings shall be considered unrelated individuals unless a parent also uses the same townhome as his or her principal residence.

ARTICLE IX EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it,

such further easements as are requisite for the convenient use and enjoyment of the Properties.

An easement is hereby established over the common areas and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

All Attached Townhome lots 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, but not limited to, such items as overhanging eaves, gutters and downspouts, fences, decks and walls.

If any dwelling is located closer than five (5) feet from its lot line, the owner thereof shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his Townhome. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the owner shall restore the adjoining lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

ARTICLE X 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 in no way 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 this Declaration is recorded, after which time they shall be automatically extended for successive periods 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

No amendment which would change or delete any provision herein required by the City of Raleigh shall become effective until submitted to and approved by the City Attorney or his designee; provided, however, if the City Attorney or his designee fails to approve or disapprove such amendment within thirty (30) days after the same has been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Any amendment must be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

Section 4. FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans Administration: Dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XI ELECTRICAL SERVICE

Declarant reserves the right to subject the above described property to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each lot within said property.

ARTICLE XII RIGHTS OF INSTITUTIONAL LENDERS

Section 1.

The prior written approval of each institutional holder of a first deed of trust on units in the property will be required for the following:

- (a) The abandonment or termination of the townhome property except for the abandonment or termination provided by law in the case of substantial destruction by fire or casualty or in the case of a taking by condemnation or eminent domain;
-

- (b) Any material amendment to the Declaration or to the Bylaws of the Association.
- (c) The effectuation of any decision by the Association to terminate professional management and assume self management of the property.

Section 2.

No unit may be partitioned or subdivided without prior written approval of the first lien holder of the unit.

Section 3.

Upon written request, any institutional holder of a first lien on a unit will be entitled to:

- (a) inspect the books and records of the Association during normal business hours;
- (b) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year; and
- (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 4.

- (a) In the event of substantial damage to or destruction of any unit or any part of the common area, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction.
- (b) If any unit or portion thereof or the common area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institution holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition.
- (c) The holder of a first mortgage on any unit shall be given prompt notice of any default by the unit's mortgagor's obligations hereunder not cured within thirty (30) days of said default.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 10th day of October, 1986.

LAKEVIEW DEVELOPMENT CORP.

By: M. B. Nivison

President

ATTEST:

Mildred L. Nivison
Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Lucille B. Packer (Johnson), a Notary Public, certify that Mildred L. Nivison personally came before me this day and acknowledged that she is Secretary of Lakeview Development Corp., a 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 herself as its Secretary.

WITNESS my hand and notorial seal this 10th day of October, 1986.

Lucille B. Packer (Johnson)

Notary Public

My Commission Expires: 10-25.88

WAKE COUNTY, NC 680
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/28/2009 AT 15:45:44

BOOK:013681 PAGE:01533 - 01598

Prepared by and return after recording to:

Hope Derby Carmichael
Jordan Price Wall Gray Jones & Carlton, PLLC
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

WAKE COUNTY

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Lakeview Development is made as of this 30th day of July, 2009, by not less than seventy-five percent (75%) of the Lot Owners in Lakeview Homeowners Association, Inc., a North Carolina nonprofit corporation (hereinafter, the "Association").

WITNESSETH:

WHEREAS, Lakeview Development Corp., recorded a Declaration of Covenants, Conditions, and Restrictions for Lakeview Development dated October 10, 1986, recorded in Book 3843, Page 715, of the Wake County Registry ("Declaration"); and

WHEREAS, Article X, Section 3 of the Declaration provides that at the current time, the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, Article X, Section 3 of the Declaration provides for review and approval of amendments by the Raleigh City Attorney or his or her designee; and

WHEREAS, the City has required an amendment to the language contained in Article X, Section 3 of the Declaration related to approval of amendments by the Raleigh

City Attorney given that it no longer reflects the requirements of the Raleigh City Code; and

WHEREAS, Article X, Section 3 of the Declaration provides that any amendment must be recorded in the Office of the Register of Deeds of Wake County, North Carolina; and

WHEREAS, the City of Raleigh has approved the following amendments to the Declaration as indicated by the assent attached hereto as Exhibit A; and

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners in Lakeview Development desire to amend the Declaration as set forth below, as indicated by their assent evidenced on Exhibit B and attached hereto; and

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article VII, Section 1, Paragraph 1 is amended as follows, with new language appearing in bold, and deletions being struck through:

Section 1. Attached Townhome Lots. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Attached Townhome which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. **For purposes of this Section, "exterior improvements" shall not include decks, deck rails, decking boards, deck supports, or any other deck component. The Owner shall have sole responsibility for all maintenance, repair or replacement related to the deck, deck rails, decking boards, deck supports, and any other deck component, and shall maintain said structure and components in accordance with the Association's Rules and Regulations. Nothing contained herein shall relieve an Owner from his or her obligations pursuant to Article IV with regard to obtaining Architectural Approval for any addition, change or alteration to the deck and deck structure.**

Further, ~~Such~~ exterior maintenance shall not include glass surfaces, screens, swings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association) or the repair or reconstruction of any improvements on any lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect. Further, the Owner of any lot may at his election plant trees, shrubs, flowers and grass in his rear yard

and may also maintain portions or all of his rear yard provided that planting and maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

2. Article X, Section 3, Paragraph 2 is deleted in its entirety and inserted in lieu thereof is the following:

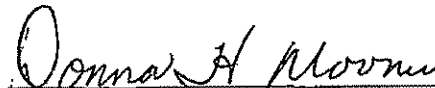
To the extent that any amendment to this instrument requires the approval of the City of Raleigh, per the City of Raleigh Code of Ordinances, zoning conditions, or conditions of a City of Raleigh approval document, the amendment shall be void *ab initio* unless it bears the signature of the appropriate City official indicating such approval. It is understood that the provisions of the City Code control over any provisions of this instrument that may be less restrictive than the City Code.

Any amendment must be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

3. All remaining provisions of the Declaration with the exception of the herein stated amendment shall remain in full force and effect.

LAKEVIEW HOMEOWNERS
ASSOCIATION, INC.

By:


President

ATTEST:


Secretary

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEVIEW DEVELOPMENT

By authority of its Board of Directors, Lakeview Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the written signatures of seventy-five percent (75%) of the membership and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Lakeview Development.

LAKEVIEW HOMEOWNERS
ASSOCIATION, INC.

By: Donna H. Mooney
President

ATTEST:

Melinda J. Wilkinson
Secretary

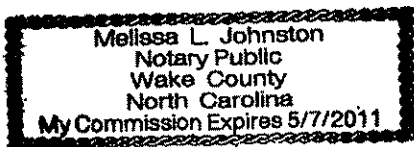
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Melissa L. Johnston, a Notary Public of the County and State aforesaid, certify that Melinda Wilkinson, personally came before me this day and acknowledged that he/she is Secretary of Lakeview Homeowners Association, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Melinda Wilkinson as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 30th day of July, 2009.



Melissa L. Johnston
Notary Public

Melissa L. Johnston
Printed Name

My commission expires: 5/7/2011

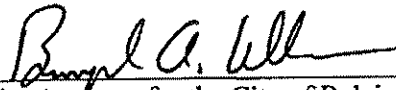
EXHIBIT A

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY
FOR THE CITY OF RALEIGH

The foregoing Amendment has been submitted to the office of the Raleigh City Attorney or his or her deputy and the same has been approved.

This the 21st day of August, 2009.

By:


City Attorney for the City of Raleigh

By-Laws

of Lakeview

Homeowners Association Inc.

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ARTICLE I

NAME AND LOCATION:

The name of the corporation is Lakeview Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 605 Transylvania Avenue, Raleigh, North Carolina 27609, 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

Section 1.

"Association" shall mean and refer to Lakeview Homeowners Association, Inc., its successors and assigns.

Section 2.

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

Section 3.

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

Section 4.

"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 5.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 6.

"Declarant" shall mean and refer to Lakeview Development Corp., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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, Wake County, North Carolina, and all amendments thereto.

Section 8.

"Member" shall mean and refer to those persons who own lots in the property subject to the Declaration and are entitled to membership as provided in the Declaration.

Section 9. Classes of Membership.

The Association shall have two 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot. No fractional vote shall be allowed.

Class B. The Class B member(s) shall be the Declarant and it 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.
- (b) on January 1, 1992.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the members shall be held on the fifteenth day of September, 1987, 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 7:30 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, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before the 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 notices; except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these By-Laws.

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.

Section 4. Quorum.

The presence at the meeting of members entitled to cast, or of the 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 of the Association, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than the announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

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.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number

The affairs of this Association shall be managed by a Board of six (6) directors, who need not be members of the Association. The first board of directors shall consist of six (6) persons named in the Articles of Incorporation of the Association, who shall serve until their successors have been chosen.

Section 2. Term of Office

At the first annual meeting the members shall elect three directors for a term of one year and three directors for a term of two years; and at each annual meeting thereafter the members shall elect three directors for a term of two 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 successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting

The directors shall have the right to take any action in the absences of a meeting which they could take at a meeting by obtaining the written approval of all 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 of 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. 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 and such appointment shall be announced at each 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. 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 MEETINGS OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held monthly 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, the 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 quorum is present shall be regarded as the act of the Board.

**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 of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for an 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 By-Laws, 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, 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 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 assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) fix the amount and due date of any special assessments against each Lot;
- (3) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (4) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the 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 that 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;
- (h) pay any ad valorem taxes or public assessments levied against the common areas.

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 annual 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 shall sooner resign, or shall be removed, or be 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 given 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 therein, 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 officer he replaces.

Section 7. Multiple Offices

The office 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

- (a) The president shall preside at all meetings of the Board of Directors; shall see that the 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

- (b) 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 and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) The 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

- (d) The treasurer shall receive and deposit in appropriate bank accounts all moneys 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 account; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy to each of the members.

ARTICLE IX COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

Section 1

The Association shall maintain separate books and records for the Attached and Detached Townhome sections, or maintain one set in such a manner that separate expenses and funds from assessments for each section can be readily determined.

Section 2

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 of the Association and these By-Laws shall be available for inspection by any member of 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 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 are delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear

interest from the date of delinquency at the rate of 8 percent 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 waiver or otherwise escape liability for the assessments provided for herein by nonuse 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: LAKEVIEW HOMEOWNERS ASSOCIATION, INC. The word "Association" may appear as "Ass'n."

ARTICLE XIII AMENDMENTS

Section 1

These By-Laws 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 or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation, and end on December 31, 1986.

IN WITNESS THEREOF, we, being all of the initial Board of Directors of the LAKEVIEW HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 11th day of May 1987.

N. B. Nivison	Jerry K. Liles
Mildred L. Nivison	Richard J. Babcock
A. E. Nivison	Colin MacNair

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that N. B. Nivison, Mildred L. Nivison, and A. E. Nivison, members of the initial Board of Directors of Lakeview Homeowners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notorial seal this 11th day of May, 1987.

Lucille B. Packer Johnson
NOTARY PUBLIC

My Commission Expires: 11-25-88

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Jerry K. Liles, Richard J. Babcock, and Colin MacNair, members of the initial Board of Directors of Lakeview Homeowners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notorial seal this 11th day of May, 1987.

Lucille B. Packer Johnson
NOTARY PUBLIC

My Commission Expires: 11-25-88

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Lakeview Homeowners Association, Inc., a North Carolina Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of May, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 11th day of May, 1987.

Mildred L. Nivison
SECRETARY