

**ARTICLES OF INCORPORATION
OF
THORNTON COMMONS TOWNHOME ASSOCIATION, INC.**

In compliance with the requirements of the laws of the State of North Carolina, the undersigned, a resident of Wake County, North Carolina, and of full age, does this day form a corporation not for profit and does hereby certify:

**Article I
NAME**

The name of the corporation is Thornton Commons Townhome Association, Inc., hereinafter called the "Association."

**Article II
PRINCIPAL AND REGISTERED OFFICE**

The principal and initial registered office of the Association is located at: 201 Shannon Oaks Circle, Suite 120, Cary, Wake County, North Carolina 27511

**Article III
REGISTERED AGENT**

TLC Management of Raleigh, Inc. is hereby appointed the initial registered agent of the Association.

**Article IV
PURPOSE AND POWERS OF ASSOCIATION**

The Association is a non-stock corporation and no part of the profits, if any, of the Association shall inure to the pecuniary benefit of its members or to any other person; and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas, as same are defined in the Declaration, hereafter referred to, and to provide architectural control of the residential Lots, improvements thereto, Common Areas and any other properties which may be subsequently acquired by the Association, and to promote the health, safety and welfare of the residents within the Thornton Commons Townhomes Subdivision, as same is shown on plats recorded in Wake County, North Carolina (the "Development"). The Association shall have the following general powers and any other power impliedly arising therefrom, to be exercised in the manner provided and in conformity with applicable laws, the Declaration hereinafter referred to, the Bylaws of the Association, and these Articles:

- (1) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the real property comprising the Development and recorded or to be recorded in the Office of the Register of Deeds of Wake County, North Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (2) To fix, levy, collect, and enforce payments by any lawful means, of all charges or

assessments pursuant to terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, subject always to the provisions and requirements of the Declaration;

- (3) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject always to the provisions and requirements of the Declaration and limitations imposed by law;
- (4) To borrow money, and in aid thereof to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property unless prohibited by law, as security for money borrowed or debts incurred, subject always to the provisions and requirements of the Declaration, and provided that the rights of any such mortgagee in said properties shall be subordinate to the rights of members herein; and
- (5) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

Article V MEMBERSHIP

Puckett Bynum Development, LLC, a North Carolina Limited Liability Company, its successors and assigns (the "Declarant") for so long as it shall be record owner of a fee simple title to any Lot within the Subdivision as shown on a recorded plat thereof, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Article VI VOTING RIGHTS AND ASSESSMENTS

This Association is a non-stock corporation. The authorized number and qualification of members of this corporation, the different classes of membership, if any, the property, voting rights and privileges of members, the liability of members for assessments, and the method of collection thereof shall be as set forth in the Declaration referenced in Article IV hereof and in bylaws to be adopted by the directors of this corporation. Every person who is a record owner of any lot is entitled to membership and voting rights in the Association, as more particularly set forth in the bylaws and Declaration. Membership is appurtenant to, and may not be separated from ownership of a lot.

Article VII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) nor

more than nine (9) Directors, who need not be members of the Association, except as otherwise provided in N.C.G.S. Section 47F-3-103(e), as amended. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors, until the selection and qualification of their successors, are:

NAME	ADDRESS
Steve Puckett	5518 Highway 55, Durham, NC 27713
Steve Smalto	201 Shannon Oaks Circle, Suite 120 Cary, Wake County, North Carolina 27511
Bryan Cope	201 Shannon Oaks Circle, Suite 120 Cary, Wake County, North Carolina 27511

The directors named above, and their successors, will serve until their successors are elected at an annual meeting or a special meeting called for the purpose of electing directors. The directors shall have the right to elect a successor director to serve the balance of the term of any director who resigns, dies or is removed from office by the Members.

To the fullest extent permitted by the North Carolina Non-Profit Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a Director of the Association shall be personally liable to the Association or any of its members for monetary damages for breach of duty as a Director, except for acts or omissions with respect to which the North Carolina Non-Profit Corporation Act or the common law of North Carolina does not permit the limitation of liability.

Article VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by lot owners to whom at least eighty percent (80%) of the votes in the Association are allocated. Upon dissolution of the Association, a dedication of the Common Areas as they then exist for public use for purposes as similar to those to which they were required to be devoted by the Association, shall be offered to the appropriate unit of local government and the areas thus dedicated shall be conveyed to the local governmental unit. In the event that the local governmental unit refuses to accept such dedication and conveyance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This corporation shall have no capital stock. In the event of dissolution, no member, Director, or officer of the Corporation or any private individual shall be entitled to share in the distribution of the assets of this Corporation.

Article IX DURATION

The Corporation shall exist perpetually.

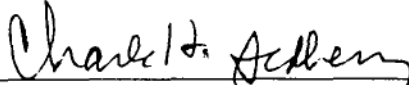
**Article X
AMENDMENTS**

Except as herein provided, any amendment of these Articles shall require the affirmative vote or written agreement signed by Lot owners to which at least 67% of the votes in the Association are allocated.

**Article XI
INCORPORATOR**

The name and address of the incorporator is Charles H. Sedberry, 4006 Barrett Dr., Raleigh, NC 27609.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of North Carolina, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 19th day of October, 2004.



Charles H. Sedberry, Incorporator

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BYLAWS OF THORNTON COMMONS TOWNHOME ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is THORNTON COMMONS TOWNHOME ASSOCIATION, INC. (hereinafter referred to as the Association"). The principal office of the corporation shall be located at 201 Shannon Oaks Circle, Suite 120, Cary, Wake County, North Carolina 27511, but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Thornton Commons Townhome Association, Inc.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Thornton Commons Townhome Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property and amenities located thereon owned by the Association for the common use and enjoyment of members of the Association. Common Areas shall also include water lines and sewer lines located within the Common Areas and not within City of Raleigh sanitary sewer easements. Water lines and sewer lines located on a Lot are not portions of the Common Areas.

Section 4. "Lot" shall mean and refer to each one of Lots 1 through 23, as shown on the map of Thornton Commons Townhomes, Phase I, recorded in Book of Maps 2005, Page 842, Wake County Registry, or on any subsequently recorded map of the Properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one of 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 Puckett Bynum Development, LLC, a North Carolina limited liability company. It shall also mean and refer to any person, firm or corporation to whom Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the Wake County Registry.

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

Section 8. "Member" shall mean and refer to every person or entity that holds membership in the Association.

Section 9. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 10. "Common Expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses for maintenance of the Common Areas as provided in the Declaration;
- (c) Expenses of administration, maintenance, repair or replacement of the Common Areas;
- (d) Expenses declared to be common expenses by the provisions of the Declaration or the Bylaws of the Association.
- (e) Hazard, liability, or such other insurance premiums as the Declaration of the Bylaws may require or authorize the Association to purchase;
- (f) Ad valorem taxes and public assessment charges lawfully levied against Common Areas;
- (g) Expenses agreed by the members to be common expenses of the Association;
- (h) Payments or obligations to Reserve accounts established and maintained pursuant to the Declaration;
- (i) Any other expenses declared to be common expenses of the Association in the Declaration or in any amendment to the Declaration; and
- (j) Any other expenses necessary to accomplish the obligations of the Association.

Section 11. "Amenities" shall mean the facilities constructed erected or installed on the Common Areas for the use, benefit and enjoyment of Members.

Section 12. "Builder" as used herein shall mean Anderson Homes, Inc., any entity to which it assigns its interest in its lot purchase contract with Declarant, and any commercial Builder which purchases and owns a Lot within the Subdivision for the purpose of constructing upon it a residence to be sold.

ARTICLE III

MEMBERSHIP AND VOTING

Classes of Membership. The Association shall have the three classes of voting membership that are described in the Declaration, and those provisions of the Declaration describing the classes of voting members, their qualifications, rights, and obligations are incorporated herein and made a part of these bylaws the same as if those provisions were fully written herein.

Votes. Members shall have the votes in the Association as provided in the Declaration, and those provisions of the Declaration, describing the voting rights of classes of Members, are incorporated herein and made a part of these bylaws the same as if those provisions were fully written herein.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within eighteen (18) months after the date of filing of the Articles of Incorporation. The Board of Directors shall have power to set the date and place of the annual meeting and shall give all members at least 15 days written notice thereof.

Section 2. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article IV. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 3. Special Meeting. Special meetings of the members may be called at any time by the president or by the Board of Directors. A Special Meeting must be called pursuant to, and held within thirty days after, delivery to the corporation of the written request of the holders of not less than one-tenth of the votes entitled to be cast on any issue proposed to be considered at the meeting.

Section 4. 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 such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meeting of members, each member may vote in person or by proxy executed in favor of another member. 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. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

The undersigned hereby irrevocably constitute and appoint _____ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot ____, on all matters submitted to vote at that meeting of Thornton Commons Townhome Association, Inc., to be held on _____, _____. The undersigned hereby ratify and confirm all

such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the _____ day of _____, _____.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Appointment and Election. The first Board of Directors shall consist of the initial members of the Board of Directors as named in the Articles of Incorporation of the Association, or as named by the incorporator in corporate minutes. Subsequently, the Declarant shall appoint the Board of Directors until such time as the period of Declarant control of the Association has terminated pursuant to the provisions of the Declaration. At the first meeting of the membership of the Association following the termination of the period of Declarant control of the Association, the members of the Board of Directors shall be elected by the membership of the Association, and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected to serve until the next annual meeting. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor.

Section 3. Term of Office. At the first annual meeting following the termination of the period of Declarant control, the members shall elect three directors for a term of one year. Despite the expiration of a director's term, the director shall continue to serve until a successor has been elected.

Section 4. 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 of Directors and shall serve until the next meeting of the membership of the Association or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

Section 5. 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 6. Action Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as

though taken at a meeting of the Directors. The Directors may conduct any action or set of actions by electronic means.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. *Nomination.* So long as there shall be a Class B membership (as provided in Section 2), the Declarant shall have the right to name the Directors at the annual meeting. If the Declarant elects not to name any members of the Board of Directors, the Class A members shall elect all members of the Board at the annual meeting.

Section 2. *Election.* Election to the Board of Directors (other than the members that may be chosen by the Declarant) 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 VII

MEETINGS OF DIRECTORS

Section 1. *Called Meetings.* Meetings of the Board of Directors may be called by or at the request of the President or any two directors

Section 2. *Notice of Meeting.* The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 3. *Waiver of Notice.* Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. *Quorum.* A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. *Manner of Acting.* Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. *Informal Action by Members of the Board of Directors.* Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the members of the Board of Directors and filed in the book of records of the Association, whether done before or after the action so taken.

Section 7. Committees of the Board. The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a member of the Board of Directors.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the Association, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition the Board of Directors shall have the following specific powers, duties and responsibilities:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Collect all assessments levied upon the members of the Association, and suspended the voting rights and right to use of the of the Common Areas 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 infraction of a published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Pay all ad valorem taxes and public assessments levied against the Common Areas;
- (g) Maintain the utilities serving the properties;
- (h) Maintain all improvements to the Common Areas, and to levy assessments sufficient to build up a reserve to cover such expenses;
- (i) Levy annual assessments in an amount estimated to pay all maintenance and capital expenses; and
- (j) The Board may fine any Lot owner as amount not to exceed One Hundred Fifty Dollars (\$150.00) for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the Lot owner fined an opportunity to be heard before an Adjudicatory Panel to be appointed by the Board pursuant to Article X below. Multiple fines may be assessed against any Lot owner for multiple violations. Any such fines

shall be deemed assessments against the Lot of such owner, and shall be collectable as provided in the Declaration.

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 or corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) if the Class A members who are entitled to vote.
- (b) Supervise all officers, agents and employees of the 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 the date for payment of any portion of such assessment; and
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Areas to be maintained.

Section 3. Management Agent. The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

Section 4. Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of Wake County, North Carolina.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the is Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The officers need not be members of the Association.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor shall be named, unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may name 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 giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice to the Board, the President or the Secretary, 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 the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or Vice-President 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 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 (provided, however, the President may delegate his or her duty to co-sign all checks of the Association to a professional management company employed to manage the Association). He shall further sign all legal documents necessary to collect homeowner assessments.

VICE-PRESIDENT

- (b) The Vice-President shall have all powers of the President and shall act in the place and stead of the President when the President is not available to act. The Vice-President may sign and execute in the name of the Corporation easements, leases,

mortgages, deeds and other written instruments, except where the signing and execution shall be expressly delegated by the Board of Directors or the President to some other officer or agent of the corporation or shall be required by law otherwise to be signed or executed. He shall exercise and discharge such other duties as may be required of him by the Board of Directors.

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. The Secretary's duties may be performed by a management agent employed by the Association to perform such duties under the supervision of the Secretary.

TREASURER

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, including records of homeowner assessments; cause an annual audit of the Association books to be made by a public accountant at the direction of the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer's duties may be performed by a management agent employed by the Association to perform such duties under the supervision of the Treasurer.

ARTICLE X

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes. Such committees may be composed of homeowner members in addition to board members.

ARTICLE XI

BOOKS & RECORDS

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

ARTICLE XII
COVENANT FOR ASSESSMENTS

The Association shall make and collect assessments against Lots as provided in the Declaration and in Chapter 47F of the North Carolina General Statutes.

ARTICLE XIII
RESERVE ACCOUNT DEPOSIT

At the time of the real estate closing, when the initial purchaser acquires fee simple title to a Lot after construction of a residence thereon, and becomes an Owner, such Owner shall contribute to the Association a sum equal to one-sixth ($1/6^{\text{th}}$) of the then annual assessment of the Association for such Lot for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association.

ARTICLE XIV
AMENDMENTS

Section 1. Amendment by Board. These Bylaws may be amended or repealed and new Bylaws adopted by the Board of Directors.

Section 2. Amendment by the Members. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; provided, however, prior to termination of the Class B Membership, no such amendment shall be effective unless written consent of the Declaration shall have been given thereto.

Section 3. Amendment by Amendment to Declaration. If a provision of the Declaration or Articles is amended and there is provision pertaining to the same subject in these bylaws, then these Bylaws shall be deemed amended to conform to the corresponding amended provision in the Declaration or Articles.

ARTICLE XV
INDEMNIFICATION

Section 1. Right to Indemnification. The association shall indemnify each of its directors, officers, employees or agents against liability and expenses in any proceeding (including without limitation a proceeding brought by or on behalf of the corporation itself) arising out of their status as such or their activities in any of the foregoing capacities; provided, however the Association shall not indemnify or agree to indemnify a person against liability or expenses the person may incur on account of his activities which were at the time taken, known, or believed by the person to be clearly in conflict with the best interests of the Association or if the person received an improper personal benefit. Any person having rights under this Section shall recover from the Association reasonable costs, expense, and attorneys fees in connection with the enforcement of the rights to indemnification granted herein. The right to indemnification granted herein shall be in addition to and separate and apart from the indemnification provided for in North Carolina General Statutes 55A-8-52, 55A-8-54, 55A-8-55, and 55A-8-56.

Section 2. Insurance. The Association may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Association against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer employee or agent, whether or not the corporation would have power to indemnify him against the same liability under any provision of Chapter 55A of the North Carolina General Statutes.

ARTICLE XVI
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date incorporation.

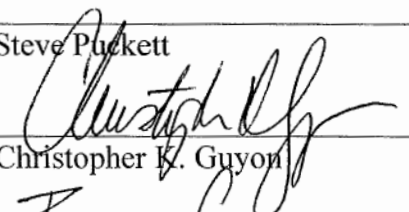
Section 2. Disbursements of Net Earnings. No part of the net earnings of the Association shall inure to the benefit of its members, directors, officers or other persons except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the Association.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws the Articles shall control; and in the case of any conflict between the declaration and these Bylaws the Declaration shall control.

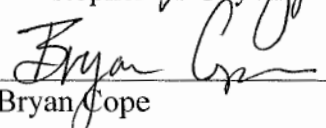
Section 4. The corporate seal and/or stamp of the corporation shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed "CORPORATE SEAL".

IN WITNESS WHEREOF, we, being all of the Board of Directors of Thornton Commons Townhome Association, Inc., have hereunto set our hands, this 1st day of June 2006.

Steve Puckett



Christopher K. Guyon



Bryan Cope

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Thornton Commons Townhome Association, Inc. a North Carolina Corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by unanimous written consent of the Board of Directors thereof, on the 1st day of June, 2006.

P:\THORNTON TOWNHOME\BYLAWS FOR THORNTON TOWNHOMES

_____

WAKE COUNTY, NC 184
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/29/2005 AT 10:36:28

BOOK:011334 PAGE:02240 - 02269

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR THE
THORNTON COMMONS TOWNHOMES**

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Prepared by/Hold for Charles Sedberry – BOX 121

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR THE THORNTON COMMONS TOWNHOME ASSOCIATION, INC.**

THIS DECLARATION is made on the date hereinafter set forth by Puckett Bynum Development, LLC, a North Carolina limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 5.58 acres of land located in the City of Raleigh, Wake County, North Carolina, more fully described in the deed recorded in Book 9869, Page 244, Wake County Registry;

WHEREAS, Declarant desires to create on such property an exclusive residential community of attached single-family townhomes to be known as Thornton Commons Townhomes (hereinafter sometimes referred to as the "Subdivision");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the Common Area within the Subdivision and, to the extent provided herein, the exterior of the Units, and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and- to that end, desires to subject the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own; maintain and administer the Common Area, to administer and enforce covenants and restrictions exclusively applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a nonprofit corporation; the Thornton Commons Townhome Association, Inc. for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the real property described in EXHIBIT A to this Declaration and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Any defined term used in this Declaration shall have the meaning set forth below or, if not specifically defined in this Article I, the meaning of such term as set forth in the Act or in any other provision of this Declaration.

Section 1. "Act" shall mean and refer to Chapter 47F of the North Carolina General Statutes, known as the North Carolina Planned Community Act, and any successor laws.

Section 2. "Association" shall mean and refer to the THORNTON COMMONS TOWNHOME ASSOCIATION, INC., a North Carolina nonprofit corporation, its successors and assigns.

Section 3. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association elected or appointed to manage the affairs of the Association as provided in Article V of the Bylaws.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 5. "Builder" as used herein shall mean Anderson Homes, Inc., any entity to which it assigns its rights recorded in the Wake County Registry, and any other commercial builder which purchases from the Declarant one or more Lots and owns a Lot within the Subdivision for the purpose of constructing upon it a single family residence to be sold.

Section 6. "Common Area" shall mean and refer to the real property, together with any improvements thereon, owned by the Association, whether in fee or by easement, for the common benefit of the Owners of Lots within the Subdivision; and specifically including, but without limitation (i) all private streets and private walkways within the Subdivision, (ii) all private drainage easements and Stormwater Control Measures constructed thereon and which serve more than one Lot and are not maintained by any governmental authority, (iii) any and all easement rights, if any, granted to the Association on any other land owned by the Declarant, the City of Raleigh or any other person or firm, (iv) water and sewer lines (and easements associated therewith) which service more than one Lot that are not located within a public utility easement or public street right-of-way, and are not maintained by any governmental authority, and (v) any open space, common area, or common property shown on any recorded subdivision maps of the Properties. The Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility as set forth herein.

Section 7. "Declarant" shall mean and refer to Puckett Bynum Development, LLC, a North Carolina limited liability company. It shall also mean and refer to any person, firm or corporation to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the Wake County Registry.

Section 8. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may appoint or remove the members of the Board of Directors of the Association. The Declarant Control Period shall terminate upon the earlier of the following to occur:

- (a) December 31, 2014;
- (b) When the total number of votes held by the Class A Members equals the total number of votes held by the Class B and Class C Members; provided, however, that the Class B Membership shall be reinstated automatically from time to time as Declarant acquires sufficient additional votes through or following annexation of additional real property to the Declaration such that the total number of votes entitled to be cast by Declarant and the Builders exceeds the total number of votes entitled to be cast by the Class A members; or
- (c) Relinquishment or transfer of all Special Declarant Rights as provided in §47F-3-104 of the Act.

Section 9. "FHA" means the Federal Housing Administration.

Section 10. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision map of the Properties; with the exception of Common Area owned in fee by the Association, any property owned by the City of Raleigh or other governmental entity, and any public street rights-of-way shown on such recorded map. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision plat, any newly-platted lot shall thereafter constitute a Lot.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 13. "Properties" shall mean and refer to the "Existing Property" described in Exhibit A to this Declaration and any additional property annexed pursuant said Article II.

Section 14. "Stormwater Control Measures" means detention ponds, wetlands, rip-rap, grass channels, timber checkdams and storm pipes situated within private drainage easements as shown on any recorded subdivision map of the Properties, which serve more than one Lot.

Section 15. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use an occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE
THORNTON COMMONS TOWNHOME ASSOCIATION, INC.

Section 1. **Existing Property.** The real property which is and shall be held, transferred, mortgaged, used, sold, conveyed, and occupied subject to this Declaration, and which is within the jurisdiction of the Association, is described on Exhibit A attached hereto.

Section 2. **Additions to Existing Property.** At any time prior to December 31, 2014, additional property may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed, provided, however, that such property must be contiguous to property already subject to this Declaration (or separated from such property only by the right-of-way of a street or road) and must be approved by the City of Raleigh. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

Section 3. **Conveyance of Common Area in Annexed Property.** Prior to the conveyance of the first Lot within any newly annexed property to an Owner, the owner of the annexed property shall convey to the Association all Common Area located within the newly annexed property. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Owner of a Lot that is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. **Voting Rights.** The voting rights of the membership shall be appurtenant to the membership of the Lots.

There shall be three classes of membership respect to voting rights:

(a) **Class A Members.** Class A Members shall be the Owners of all Lots except those owned by the Class B Member or Class C Member (as hereinafter defined). When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed; and in no event shall more than one vote be cast with respect to any Lot. Class A Members shall be entitled to one (1) vote for each Lot owned. Lots owned by Class A Members shall be "Class A Lots".

(b) **Class B Member.** The Class B Member shall be the Declarant. Subject to the provisions of this subsection. Declarant shall be entitled to three (3) votes for each Lot that it owns (each a "Class B Lot").

At any time that Declarant no longer has the right to appoint and remove the members of the Board of Directors (see Article I, Section 7 hereof), Declarant shall have one vote for each Class Lot that it owns; however, such Lots shall continue to be treated as Class B Lots for assessment purposes.

(c) **Class C Member.** The Class C Member shall be any Builder who purchases one or more Lots from the Declarant for the purpose of constructing single family residence(s) thereon (herein referred to as a "Builder"). Class C Lots shall be treated as Class B Lots for voting and assessment purposes.

Section 3. **Vacant/Leased Dwellings.** If the Owner of a Lot ceases to occupy the Dwelling constructed thereon as his own personal living quarters or if any residence within the Properties is leased for rental purposes to one or more tenants, the vote as expressed by the Owners of such vacant and rental units shall not be entitled to any weight greater than forty-nine (49) percent on any matter pending before the Association.

ARTICLE IV PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment and Access.** Except as limited by Section 2 of this Article IV and by the Rules and Regulations adopted by the Members and/or the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any facilities hereafter situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association, after notice and an opportunity to be heard, to suspend the voting rights of an Owner and the right of an Owner to use to Common Area and facilities thereon for any period during which any assessment against his Lot remains unpaid for a period of 30 days or longer, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association, provided, however, that the Association may not suspend an Owner's right to use Common Area so as to prevent such Owner from gaining access or providing utilities to his Lot.

(c) the right of the Association, subject to the provisions of the Act (Section 3-112) 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 upon by the Association, provided that such dedication or transfer shall have the approval of the FHA if its approval is required under its regulations; and provided, further, that this subsection shall not preclude the Board of Directors from granting easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Common Area without the assent of the Members when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the City of Raleigh or to another nonprofit corporation for the aforementioned purposes.

(d) the right of the Association, subject to the provisions of the Act (Section 3-112), to mortgage, pledge, deed in trust, or otherwise encumber any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Owners as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, that:

(i) the acreage and configuration of the remaining Common Area (including the property to be received by the Association in such exchange) equal or exceed the requirements of the City of Raleigh; and

(ii) the exchange is approved by a majority of the votes of the Members present and voting at a meeting of the Members duly called for the purpose of approving such exchange,

provided, however, that Member approval shall not be required if the sole purpose of the exchange is to eliminate an encroachment; and

- (iii) the exchange is approved by the City of Raleigh, if required by its ordinances or code.

Section 2. **Delegation of Use.**

(a) **Family.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Wake County, North Carolina.

(b) **Tenants.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Wake County, North Carolina.

(c) **Guests.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

Section 3. Conveyance of Title To The Association. Declarant covenants, for itself, its successors and assigns, that, prior to the conveyance of the first Lot within any phase or section to an Owner, it will convey to the Association title to those portions of the Common Area to be owned in fee by the Association. Declarant reserves an easement over and across the Common Area, so long as it owns any Lots within the Properties or adjoining property, for the purpose of developing the adjoining property and constructing any improvements on the Common Area as it deems necessary or advisable, provided that following installation of improvements, the Common Area shall be restored to the extent practicable. Although not limiting the scope of this easement, this easement shall include the right to construct, maintain and dedicate any additional drainage easements, general utility easements and any additional sanitary sewer or water line easements across any of the Common Areas. This easement shall terminate upon the completion of the development of the adjacent property owned by Declarant or ten (10) years from the date hereof, whichever first occurs. Except as otherwise stated herein, all conveyances by Declarant to the Association shall be free and clear of all encumbrances and liens, including statutory liens of laborers and materialmen pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes, except utility, drainage, greenway and other easements of record or shown on the recorded plats of the Subdivision and the Declaration. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements. Following conveyance of Common Area to the Association, Declarant and Builder shall be reimbursed by the Association for all expenses of the Association incurred by Declarant and Builder (including without limitation insurance and real estate taxes) not theretofore reimbursed to Declarant and Builder.

Section 4. Regulation and Maintenance of Common Area. It is the intent of the Declarant that the Common Area (whether owned by the Association in fee or by easement) be preserved to the perpetual benefit of the Owners within the Subdivision. To that end, Declarant, prior to the conveyance of the first Lot in any phase or section of the Subdivision to an Owner, will convey to the Association an easement over and across that portion of any Lot within such phase or section on which a Common Area easement lies for the purpose of enabling the Association to take actions permitted by subsections (b) and (c) of this Section 4.

(a) **Rights and Responsibilities of the Lot Owners.** Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his

Lot, including that portion of such tax or assessment as is attributable to such Common Area.

Notwithstanding any other provision of this Declaration, no Owner or other person shall, without the prior written consent of the Association: (1) remove any trees or vegetation within any Common Area; (ii) erect gates, fences, buildings or other structures on any Common Area; (iii) place any garbage receptacles on or in any Common Area; (iv) fill or excavate any Common Area or any part thereof; or (v) plant vegetation or otherwise restrict or interfere with the use, maintenance, and preservation of any Common Area.

It is the intent of the Declarant that a Common Area easement shall be maintained in the same state as when the Lot upon which such easement lies was conveyed to the Owner. If an Owner of a Lot on which a Common Area easement lies fails to maintain the easement area as provided herein, whether by act or omission, the Association shall have the right to enter upon such Owner's Lot for the purpose of maintaining same and shall have the right to charge such Owner with the costs of such maintenance, which costs, if not paid within thirty (30) days after demand for payment is made by the Association, shall be collected in the same manner and shall incur the same late charges, interest and costs of collection as set forth in Section 7 of Article V of this Declaration.

(b) **Rights and Responsibilities of the Association.** The Association shall have the right and obligation to ensure that the Common Area is preserved to the perpetual benefit of the Owners and; to that end, shall: (1) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its free use by the Owners; (ii) procure and maintain liability insurance in the amount of not less than one million dollars covering the Association and its Members against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association; and maintain all Stormwater Control Measures in strict compliance with Stormwater Operations and Maintenance Manual and Budget, which is attached to the Stormwater Replacement Agreement as exhibit C, hereafter called the "Maintenance Manual."

(c) **Association's Right of Entry for Maintenance of Common Area Easements.** The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement, and any other portion of the Lot to the extent necessary to gain access to the Common Area easement, for the purposes of: (1) installing and maintaining entrance signage and other signage; (ii) making such improvements to the Common Area easement as have been approved by the Association; and (iii) maintaining the Common Area easement in its natural or improved state, including, without limitation, removal of fallen trees and other debris and, in general, keeping the easement area free from obstructions and impediments to its use. No such entry shall be deemed a trespass. To the extent practicable, the Association shall give reasonable oral notice to the Owner or occupant of such Lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot that it owns 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 annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 7 of this Article V and all costs of collection, including reasonable attorneys' fees, shall be a charge on the land and, as provided in §47F-3-116 of the Act, shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the

personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal and corporate obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the provisions of the Bylaws shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. 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: (1) acquisition, improvement, and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) maintenance, repair and reconstruction of the Common Area and improvements thereon, including, without limitation; stormwater drainage facilities, and., including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of all fees and expenses necessary to provide the surety required by Section 12 of this Article V; (iv) maintenance of Lots and the exterior of Units as provided in Article VII hereof, (v) payment of taxes and public assessments levied against Common Area owned by the Association in fee, (vi) procurement of insurance; (vii) employment of attorneys, engineers, accountants and other persons or firms for Association business; (viii) payment of principal and interest on funds borrowed for Association purposes; and (ix) such other needs as may arise.

Section 3. Maximum Annual Assessment. Until December 31, 2005, the Maximum Annual Assessment shall be \$960.00 for each Class A Lot. The Maximum Annual Assessment for a Class B Lot and for a Class C Lot shall be one-third (1/3) of the Maximum Assessment for a Class A Lot.

(a) From and after January 1, 2006, the Maximum Annual Assessment may not be increased by the Board of Directors in excess of the previous year annual assessment unless such increase is ratified as set forth in Section 4, next to last paragraph.

(b) All regular and special assessments shall be levied equally against all Owners, except:

- (i) regular assessments levied on Lots owned by a Class A Member shall be a maximum of \$960.00 per annum for the first assessment year, and regular assessments levied on Lots owned by a Class B and a Class C Member shall be a maximum of \$320.00 per annum for the first assessment year;
- (ii) the ratio of the regular assessment and special assessments for Lots owned by Class A Members to the regular assessment and special assessments established for Lots owned by Class B and Class C Members for all subsequent years shall be three (3) to one (1); and

(c) The Maximum Annual Assessments for Class A Lots may be increased without limitation if such increase is ratified by not less than two-thirds (2/3) of the votes cast by the entire membership. The provisions of this subsection shall not apply to, nor be a limitation upon, any change in the maximum annual assessment or actual annual assessment pursuant to a merger or consolidation as provided in §47F-2-121 of the Act.

Section 4. Date of Commencement of Annual Assessments Amount of Assessments Ratification of Budgets; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any Phase of the Properties, as shown on a recorded plat, on the first day of the month next following the first conveyance from that Phase of a Lot improved with a dwelling to a purchaser (other than a successor Declarant) for use as a residence. The first assessment year shall be the period commencing on the date regular annual assessments commence and ending on the December 31 next following. The regular annual assessment for the first assessment year shall be prorated from the amounts fixed by the Board for a full twelve-month year, based on the number of months to be contained in the first assessment year. Subsequent assessment years shall be each successive calendar year; provided, however, that at any time the Board may change the assessment year to correspond to a fiscal year selected by the Board. Assessments of Lots within each Phase of the Property which is annexed in accordance with the provisions of Section 2 of Article II above shall commence on the first day of the month next following the first conveyance from that Phase of a Lot improved with a dwelling to a purchaser (other than a successor Declarant) for use as a residence.

Subject to the provisions of this Section, the Board of Directors may fix the annual assessment for Class A Lots at any amount not in excess of the Maximum Annual Assessment in effect for the appropriate assessment year. Except as otherwise provided in this Section, the assessment established for each Class B Lot and each Class C Lot shall always be one-third (1/3) of the assessment for a Class A Lot. A Class B or C Lot that contains a dwelling that is occupied as a residence shall be assessed at the Class A rate. All other Class B and Class C Lots (including, without limitation, a Lot containing a dwelling used as a model and/or sales center) shall be assessed at the Class B rate.

Unless a lower amount is set by the Board of Directors, the initial annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year.

Annual assessments shall be fixed at a uniform rate for all Lots within each Class and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors.

The Association shall within 10 business days after written demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid; such certificate shall be conclusive evidence of payment.

The Board of Directors shall adopt a proposed budget for the Association at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as provided in Section 6 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having two-thirds or more of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than 10% larger than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Subject to the provisions of this Section, at least twenty (20) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least ten (10) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, provided that any such assessment shall have the same assent of the Members as provided in Section 4 of this Article and shall be in the ratios provided in Section 3(b) of this Article. Special assessments shall be fixed at a uniform rate for all Lots within each Class and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3(c) and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(c) or 5 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement; and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments, Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days or longer after the due date, shall constitute a lien on that Lot when a claim of lien is filed of record in the Office of the Clerk of Superior Court, County of Wake, as set forth in G.S. 47F-3-116, and shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien as set forth in G.S. 47F-3-116 against the Lot for which such assessment is due. Interest, late payment charges, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage or deed of trust, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessments which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 9. Exempt Property. All property dedicated to and accepted by a public authority and all property 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. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Working Capital Fund. At the time of closing of the initial sale of each dwelling constructed on each Lot; a sum equal to one-sixth (1/6) of the annual assessment for the

appropriate Class A Lot in effect at the time of such sale or occupancy shall be collected from the purchaser of such Lot and transferred to the Association as part of its working capital. The purpose of the working capital fund is to ensure that the Association will have adequate cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to pursuant to this Section shall not be considered as an advance payment of any regular assessment.

ARTICLE VI RIGHTS OF LENDERS

Section 1. Books and Records. Any owner or holder of a first deed of trust on any Lot, or its agent(s), shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. Upon written request to the Association, the owner or holder of a first deed of trust on any Lot shall be entitled to timely written notice of:

- (a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.
- (b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

Section 3. Approval of Owners and Holders of First Deeds of Trust. Unless at least seventy-five percent (75%) of the owners and holders of the first deeds of trust on Lots located within the Properties have given their prior approval, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. Neither the granting of easements for utilities or other purposes nor the exchange of real property as provided in Section 1(c) of Article IV hereof shall be deemed a transfer within the meaning of this clause. Notwithstanding anything herein to the contrary, the property owned by the Association, whether in fee, by easement, or otherwise, shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the City of Raleigh or to another nonprofit corporation for the aforementioned purposes.

- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

- (c) Fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or

- (d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement, or reconstruction of the damaged improvements.

Section 4. Payment of Taxes and Insurance Premiums. The owners or holders of first deeds of trust on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

Section 5. **Consent of Mortgagee.** With respect to any provision in this Declaration requiring the consent or written approval of a Mortgagee, any Mortgagee who does not respond within thirty (30) days' request by the Association for such consent or written approval shall be deemed to have approved such request.

ARTICLE VII MAINTENANCE OF LOTS AND UNITS

Section 1. **Association's Responsibility.** In addition to maintenance of the Common Area and the improvements and facilities located thereon, the Association shall be responsible for maintaining the grass, plants, shrubs, trees, landscaping, walks and parking areas (hereinafter the "Yard Improvements") installed by the Declarant, Association or a Builder of each Lot, and any Yard improvements installed by an Owner on his Lot with the prior written consent of the Association (but only to the extent that such consent specifically provides that the Association will maintain such added landscaping). The Association shall also be responsible for certain exterior maintenance of the Units; including the painting, repair; replacement and care of exterior building surfaces (including exterior doors installed as part of the initial construction of the Unit), roofs, gutters and downspouts, sidewalks, stoops, and parking areas. The Association shall not be responsible for maintenance or repair of glass surfaces or for any improvements not part of the original construction unless the architectural approval granted by the Association for such subsequent improvements specifically provides that the Association will maintain such improvements. Furthermore: (1) the Association shall not be responsible for maintaining any fence installed on any Lot or any Yard Improvements inside of such fence installed; (ii) the Association's obligation to maintain shall not include the obligation to replace any plant, shrub or tree for any reason; (iii) the Association shall not be responsible for repair or replacement of any Yard Improvements or the exterior of any Unit when such repair or replacement is necessitated by work done by or at the request of any Owner or any utility company or governmental entity; and (iv) the Association shall not be responsible for repairing any damage caused by the negligent or willful act or omission of the Owner of such Unit or the members of such Owners family or their respective guests, invitees and licensees, except to the extent the cost of repairing such damage is paid to the Association by reason of insurance obtained by the Association.

Section 2. **Owner's Responsibility; Remedy for Owner's Failure to Maintain.** Any maintenance on a Lot that is not the responsibility of the Association, whether by the terms of this Declaration or by written acceptance of same; shall be the responsibility of the Owner of such Lot. Each Owner shall keep his Lot and Unit in an orderly condition and shall keep the improvements thereon in a suitable state of repair. If an Owner does not make any repair or perform any maintenance required of such Owner, the Association shall have the right (but not the obligation), through its agents and employees, by the affirmative vote of not less than two-thirds (2/3) of the Board of Directors, to enter upon such Lot and to repair, maintain and restore the Lot or exterior of the Unit erected thereon, and the cost of such exterior maintenance, plus a surcharge of 15% for administration, shall be assessed in accordance with Section 3 of this Article. Prior to such entry, the Association shall give written notice to the Owner stating: (i) the specific item(s) needing maintenance; (ii) the corrective action to be taken; (iii) a time, not less than 15 calendar days from the date of the notice, in which the Owner is to perform the necessary maintenance; and (iv) a statement that, if the Owner fails to perform the maintenance within such time period, the Association will exercise its right to perform the maintenance and that the Owner will be assessed with the costs thereof as provided in this Article VII.

Section 3. **Assessment of Cost.** In the event that the Association performs maintenance on any Lot as provided in Section 2 of this Article VI, the cost of any such maintenance, replacement or repairs shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the assessments to which such Lot is subject under Article V hereof, enforceable under the terms thereof.

Section 4. **Access at Reasonable Hours.** As provided in Section 7 of Article VIII of this Declaration, the Association, through its duly authorized agents or employees, shall have the right, after reasonable oral or written notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE VIII EASEMENTS

Section 1. **Access and Utility Easements.** Easements for the installation and maintenance of driveway, walkway, water line, gas line, telephone, cable television, electric power transmission lines, sanitary sewer and stormwater drainage facilities and for other public utility installations are reserved as shown on the recorded plats of the Properties. The Association may reserve and grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constricted in such easements.

For a period of ten (10) years from the date hereof, Declarant reserves an easement and right of ingress; egress and regress on, over and under the Properties to maintain and correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees; bushes or shrubbery, make any gradings of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to all affected Owners.

The foregoing notwithstanding, no easement shall be permitted that interferes with any Stormwater control measure located upon the Common Areas.

Section 2. **Easements for Governmental Access.** An easement is hereby established over the Common Area and every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water, sewer and drainage facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

Section 3. **Easement for Support.** Every Lot and Unit which contributes to the lateral and/or vertical support of any adjoining Unit(s) shall be burdened with an easement of support for the benefit of such adjoining Unit(s).

Section 4. **Easement and Right of Entry for Repair, Maintenance and Reconstruction.** 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 such dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

Section 5. **Easement Over Common Area.** A perpetual, nonexclusive easement over the Common Area is hereby granted to each Lot and its Owners; family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from the Common Area and for the use thereof.

Section 6. **Easement For Encroachments.** In the event that any structure erected on a Lot encroaches upon any other Lot or the Common Area, and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist. In the event that any structure erected principally on the Common Area encroaches upon any Lot, then an easement shall exist for the continuance of such encroachment of such structure onto such Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed so as to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner so as to continue such encroachment.

Section 7. **Association's Easement Upon Lots.** The Association shall have a right, license and easement to go upon any Lot for the purpose of fulfilling its obligations under this Declaration, the restrictive covenants applicable to the Subdivision, and any other laws, ordinances, rules and regulations, public or private, which the Association is obligated or permitted to enforce. Such easement shall include, without limitation, the right to go on any Lot to correct, repair or alleviate any condition that, in the opinion of the Board of Directors of the Association or of the manager employed by the Association, creates or may create an imminent danger to the Common Area or improvements thereon.

ARTICLE IX PARTY WALLS

Section 1. **General Rules of Law to Apply.** The general rules of law regarding party walls, lateral support, and liability for property damage due to negligence or willful acts or omissions shall apply to each wall which is built as part of the original construction of the Dwellings within the Properties and which is placed on the dividing line between Lots, and to all reconstruction or extensions of such walls, to the extent not inconsistent with the provisions of this Article.

Section 2. **Sharing of Repair and Maintenance.** The cost of reasonable 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 or which uses 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 Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. **Easement and Right of Entry for Repair, Maintenance and Reconstruction.** Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 5. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act or omission, causes the party wall to be exposed to the elements, shall bear the entire 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 Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request the adjoining property Owner to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and 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.

ARTICLE X USE RESTRICTIONS

Section 1. **Use of Lots and Common Area.** All Lots shall be used for residential purposes only. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Builders, real estate brokers, Owners and their agents may show Lots for sale or lease. Notwithstanding the foregoing; the Declarant and each Builder and the agents and employees of each, shall have the right to: (1) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices. (ii) maintain spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant or Builder deems appropriate or necessary, (iii) conduct any other activities on Lots to benefit sales and construction efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Section 2. **Use of Accessory Structures.** No shack, barn, or other building, other than a Dwelling; its garage and outbuildings incident to residential use, shall be erected on a Lot. No structure of a temporary nature may be used temporarily or permanently as a residence. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.

Section 3. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view. Outside clothes hanging devices shall not be permitted.

Section 4. **Animals.** No animals, livestock or poultry of any kind shall be kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and that they do not become a nuisance to the neighborhood. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling. The owner of a

permitted animal shall be responsible for removing and cleaning up the excrement deposited by such animal on any Lot or the Common Area.

Section 5. Signs. No signs shall be displayed on any Lot with the exception of unit identification signs as required by the Raleigh City Code, and one "For Sale" or "For Rent" sign not exceeding 36" x 24" in size and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. The Association may develop uniform sign standards and specifications to which all Owners must adhere. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area in connection with the development and sale of the Properties.

Section 6. Parking. The Association shall provide and maintain at least the minimum number of parking spaces required by the City of Raleigh for the Subdivision. The Board of Directors of the Association shall have the right and authority (but shall not be obligated) to assign parking spaces to Owners on an equal, non-discriminatory basis. The Owner of each Lot shall provide the Association with the make, model, color and license plate number of each vehicle owned or normally driven by the Owner and his family, any person regularly residing with the Owner, and/or any lessee or sublessee of such Owner.

No Owner or a member of his family, lessee or sublessee or guest of an Owner shall: (1) park any vehicle on the street within or adjoining the Subdivision except in a designated paved parking space; (ii) park or keep on any Lot or street within or adjoining the Subdivision any abandoned, partly dismantled or inoperative vehicle; or (iii) park or keep on any Lot or any street within or adjoining the Subdivision any boat or boat trailer, motor home, camper, bus, truck in excess of one ton weight, commercial vehicle, truck or van, or anything else other than normally intended to be a private passenger vehicle within the Subdivision. For the purpose of the preceding sentence, the term "keep" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less.

The Board of Directors shall have the right and authority to make, implement and enforce such additional parking rules and regulations as it might determine from time to time necessary or appropriate, and shall have the right and authority to enforce same, including, but not limited to, the right to levy fines for violations thereof. Furthermore, the Association shall have the right and authority to have towed any vehicle parked or maintained in violation of these or subsequently-adopted parking rules and regulations, the cost of which towing and storage shall be the responsibility of the Owner of the Lot to which such vehicle is registered.

Section 7. Antennae and Roof Structures. No television, radio or other electrical towers; aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S. Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that the reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules adopted by the Association may be installed only if it: (i) is located in the rear or side yard of the Lot; (ii) is not visible from any street (whether by location or screening); (iii) is integrated with the Dwelling and surrounding landscape; and (iv) is approved by the Association pursuant to Article VIII hereof.

Section 8. Leased Units. An Owner may lease or sublet his Unit; provided, however, that any lease or sublease must be for at least six (6) months, in writing and contain the following provision:

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants. Conditions and Restrictions for Thornton Commons Townhome Association, Inc., recorded in the Wake County Registry. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same."

If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Owner shall furnish the Association a copy of any lease or sublease of his Unit.

Section 9. Garbage, Unsightly Storage. All trash and rubbish shall be kept in garbage cans stored behind the Unit in such a manner as not to be visible from the street upon which the Unit fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot, provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

Section 10. Fines. Following notice, a hearing and opportunity to present evidence, the Board of Directors shall have the right and authority to levy fines or penalties for the violation of any provision of this Declaration and/or the rules and regulations hereafter promulgated by the Board pursuant thereto. Any monetary fine or penalty shall be deemed a Special Assessment against the Lot of the Owner against whom such fine or penalty is assessed.

ARTICLE XI ARCHITECTURAL CONTROL

After occupancy of the dwelling constructed on a Lot pursuant to a certificate of occupancy or other certificate issued by the appropriate governmental entity, no building, fence, sign (including unit identification signs) wall or other structure shall be commenced, constructed, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration thereof be made, nor shall a building permit for such improvement or change be made, nor shall any major landscaping or relandscaping be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. Declarant shall have the right to charge a reasonable fee, not to exceed \$125.00, for receiving and processing each application. Declarant shall have the right (but not the obligation) to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style,

exterior color or finish, roofing material, siding material; driveway material, landscape design and construction technique. Declarant shall not approve any Improvements that it determines, in its discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Declarant may, at any time, delegate the review and approval authority contained in this Article XI to the Board of Directors of the Association, which, in turn, may delegate such authority, to an Architectural Committee composed of three or more persons appointed by the Board. Such delegation shall be made by the Declarant by recording in the Wake County Registry an Assignment Of Declarant's Rights. Declarant shall delegate such authority no later than the date upon which Declarant no longer owns any Lots within the Properties, or December 31, 2014, whichever is earlier.

Any use of the term "Declarant" in this Article XI shall be deemed to apply to Declarant and, when appropriate, to the Board of Directors or the Architectural Committee. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

ARTICLE XII INSURANCE

Section 1. **Insurance Requirements under the Act.** Section 47F-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds, requires certain provisions for property and liability insurance and governs repairs made with insurance proceeds. In the event the insurance requirements of this Article 10 conflict with, or fail to incorporate, the provisions of Sections 47F-3-113 of the Act, the provisions of the Act shall apply and govern.

Section 2. **Association May Provide Insurance Covering Dwellings and Owners' Liability.** The Association, upon and to the extent approved by the Board of Directors, may also procure, pay for, and maintain full replacement value hazard insurance covering the cost of reconstructing Dwellings built within the Properties and sold to and owned by Members. The Premiums of such insurance, if provided by the Association, shall be a common expense of the Association, paid from the annual assessments provided in Article V of this Declaration, despite the fact that the insurance covers improvements owned by the Members and not by the Association. Insurance policies carried pursuant to this Section 2 must provide that:

- (a) Each Owner is an insured person under the policy to the extent of the Owner's insurable interest and with respect to liability arising out of his interest in the Common Areas or membership in the Association;
- (b) The insurer waives its right to subrogation under the policy against any Owner or members of his household;
- (c) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will preclude recovery under the policy;
- (d) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and
- (e) The insurer agrees: (i) to issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, mortgagee, or beneficiary under a deed of trust on any part of the Property; and (ii) that the policy may not be canceled or not renewed until 30 days after notice of the proposed cancellation or nonrenewal has

been mailed to the Association, each owner and each Mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

If for any reason the Association is unable or unwilling to obtain the casualty insurance coverage described in this Section, written notice that the Association is not providing such insurance shall be hand-delivered or mailed to all Owners.

Section 3. Common Areas Insured By Association. The Association shall procure and maintain insurance coverage as follows:

(a) Common Areas. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of Owners.

(b) Coverage. All buildings and improvements upon the Common Area and all personal property of the Association included in the Common Areas or otherwise owned by the Association shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and

(iii) Such policies shall contain clauses providing form waiver of subrogation.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary, including, but not limited to, directors and officers errors and omissions insurance coverage.

Section 4. Insurance Provided by Association under Sections 2 and 3. The following provisions will be applicable to all insurance policies purchased by the Association under Sections 2 and 3 of this Article XIII of the Declaration:

(a) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment described in Article Nine above.

(b) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association or to an authorized agent of the Association (including any Trustee or successor Trustee with whom the Association may enter into an insurance trust agreement each of which will be referred to as "Insurance Trustee" under this Declaration), who shall have the exclusive right to negotiate losses and receive payments under such policies. Any loss covered by the insurance obtained by the Association shall be adjusted with the Association, but the insurance proceeds for that loss shall be paid to the Association or to an Insurance Trustee designated for that purpose. The Association or Insurance Trustee shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interest may appear. The proceeds shall be distributed first for repair or restoration of the damaged property, and the Association, Owners and lienholders are not entitled to payment of any portion of the proceeds unless there is a surplus of proceeds after the property

has been completely repaired or restored. Any such surplus will be distributed as follows: If the Association designates an Insurance Trustee to receive and disburse insurance proceeds, the fees charged and costs incurred by the Insurance Trustee in performance of its duties will first be paid from the surplus and any remaining proceeds will be distributed to the Association, the Owners and the lienholders as their interests may appear. Fees and expenses of the Insurance Trustee, not paid from surplus insurance proceeds, will be paid as a common expense of the Association.

(c) Subrogation. Each insurer shall waive its right to subrogation under any policy purchased by the Association against any Owner or member of Owner's household.

(d) Act or Omission of Owner. No act or omission of any Owner, unless such Owner is acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under any policy purchased by the Association.

(e) Other Insurance. If, at the time of a loss, there is other insurance in the name of an Owner covering the same risk covered by the Association's policy, the Association's policy shall provide primary insurance.

(f) Issuance of Certificates; Cancellation. Any insurer that has issued an insurance policy to the Association shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner or Mortgagee. Any insurer issuing an insurance policy to the Association may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non renewal has been mailed to the Association, each Owner and each Mortgagee to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

Section 5. Insurance Provided By Owners. UNLESS INSURANCE IS PROVIDED BY THE ASSOCIATION, UNDER ITS RIGHT TO PROVIDE INSURANCE UNDER SECTION 2 OF THIS ARTICLE XIII, each Owner shall procure and maintain fire and extended coverage insurance as follows:

(a) Coverage. Improvements upon a Lot shall be insured in an amount equal to one hundred percent (100%) insurable replacement value. Such coverage shall provide protection against:

- (i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;
- (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
- (iii) Such policies shall contain clauses providing for waiver of subrogation.

(b) Liability. Public liability insurance shall be secured by each Owner with limits of liability of no less than Three Hundred Thousand and No/100 (\$300,000.00) Dollars per occurrence.

All such policies shall name the Association as an additional insured as its interest appears and copies of said policies and renewals thereof shall be furnished to the Association. Upon failure by any Owner to promptly obtain the required coverage, naming the Association as an additional insured, or to pay the premiums due on such policy, the Association may, but is not required to, obtain the required coverage, naming the Association as one of the additional insureds, and add the cost of the premium and all other costs of obtaining such coverage to the annual assessment against the subject Lot. Such cost shall be due and payable on or before the first day of the calendar month following payment of same by the Association.

Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

Section 6. Obligation to Rebuild. Any portion of the Property for which insurance is provided under Section 2 or required under Section 3 of this Article XII that is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense, and the cost thereof may be recovered by one or more special assessments levied by the Board equally against all Owners. If any portion of the Common Area is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Property, and (ii) the remainder of the proceeds shall be distributed to all the Owners or lien holders, as their interests may appear.

Any portion of the Property for which insurance is required under Section 5 of Article XII shall be promptly and diligently repaired, replaced, and restored by the Owner thereof, unless (i) this Declaration is terminated, or (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

ARTICLE XIII

DAMAGES, DESTRUCTION & REPAIR

Section 1. Damage to Lots. Restoration and repair of damage to any Lot (including, in accordance with the definition of "Lot," the improvements thereon) shall be made by and at the expense of the Owner thereof, except for damage covered by insurance provided by the Association under Section 2 of Article XIII.

Section 2. Damage to Common Area. Restoration and repair of damage to any Common Area shall be made at the expense of the Association unless, under the provisions of Section 47F-3-113(8) of the Act, the repair or restoration is not required to be effected. If the work is to be accomplished, the Association shall promptly contract for the repair, restoration or reconstruction and, if necessary, collect from the Insurance Trustee any proceeds of insurance as received in accordance with Section 3 of Article XIII. The difference, if any, between the insurance proceeds, payable by reason of such repairs, and the cost thereof may be recovered by one or more special assessments levied by the Board equally against all Owners.

Funds collected and held by the Insurance Trustee shall be disbursed by the Insurance Trustee for the purpose of repair, restoration or reconstruction in accordance with the terms and conditions of repair or reconstruction contract(s) between the Association and Persons engaged to perform the work. Funds from any special assessment shall be delivered to and held in trust by the Association or the Insurance Trustee and shall be held and disbursed for repair, restoration and reconstruction in the same manner as insurance proceeds. The Insurance Trustee may invest and reinvest funds held by it in a manner consistent with its duties as trustee. The Insurance Trustee shall be entitled to a reasonable fee for its services.

Section 3. Reconstruction of Residences. If the Association does not provide insurance under Section 2 of Article XII, then in the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original Plans; provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the ACC to reconstruct or repair his or her residence in accordance with revisions in the Plans. The ACC shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a manner generally consistent with the plan and development thereof.

ARTICLE XIV

GENERAL PROVISIONS

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

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or any case in which the Board reasonably determines that the cost of enforcement outweighs the benefit to be gained by enforcement. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below. This Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47F-2-117 of the Act, except that no Amendment affecting any rights granted to or reserved by the Declarant in the Declaration may be made without the written consent of the Declarant. No amendment shall be effective unless it has been approved, if required, by the Federal Housing Administration ("FHA") or Secretary of Veterans Affairs ("VA"), and is recorded in the office of the Register of Deeds of Wake County. Furthermore, Declarant shall have the right, without approval or joinder of any Owner, to amend this Declaration during the Declarant Control Period to correct clerical or typographical errors and to ensure compliance with the

requirements of any governmental entity with jurisdiction over the Property or the Subdivision. No amendment affecting Stormwater Control Measures, payment to the City of Raleigh, or lien rights of the City of Raleigh shall be effective without the prior written approval of the Raleigh City Attorney or his/her deputy.

Section 4. **Deleted.**

Section 5. **Non-Liability of the City.** The City of Raleigh shall not be responsible for failing to provide any emergency or regular fire, police, or other public service to the Properties, any Lot, or any Owner or occupant thereof when such failure is due to the lack of access to the Properties or any Lot thereof due to inadequate design or construction of such access, blocking of access routes, or any other factor within the control of the Declarant, the Association, an Owner, or an occupant of any Lot. In no case shall the City or the State be responsible for maintaining any private street. Such responsibility shall rest with the Association.

Section 6. **Subdivision of Lots.** No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on a recorded plat of the Subdivision, except with the consent of the Declarant and, if required, by the City of Raleigh.

Section 7. **Declarant's Right To Change Development.** With the approval of the City of Raleigh, Declarant shall have the right, without consent or approval of the Owners, to create dwelling units, add Common Area, change unit types and reallocate units within, and withdraw real property from the development.

Section 8. **Insurance.** The Association shall procure and maintain adequate liability insurance covering the Association, in an amount not less than \$1,000,000.00. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration.

Section 9. **Rules and Regulations.** The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owner(s) of each Lot at least fifteen (15) days before such rules and regulations become effective. Any violation of such rules shall be punishable by fine and/or suspension of voting rights as provided in this Declaration.

In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the Bylaws of the Association, the rules and regulations adopted Association, or the Restrictive Covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, but are not limited to, reasonable monetary fines, which fines shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use any recreational facilities within the Common Area, provided, however, that the Association shall not have the right to suspend the right to use Stormwater Control Measures to drain an Owner's Lot and to use private streets providing access to an Owner's Lot.

In addition, pursuant to procedures provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any open space and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, the party prevailing in such action shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

Section 10. **Professional Management.** In the event that Declarant or the Association enters into any contract with any person or entity to provide management or maintenance services to the Property, such contract shall not exceed one (1) year and shall provide that the Association shall have the right to terminate the contract for cause or without cause upon thirty (30) days' written notice without payment of a termination fee.

Section 11. **Failure to Maintain Stormwaer Control Measures.** Failure to Maintain Stormwater Control Measures required by the City in its approval of this townhouse development is a violation of the Raleigh City Code, potentially subjecting each Lot owner to significant daily civil penalties and other enforcements actions.

Section 12. **Tree Disturbing Activities.** Pursuant to Z-30-99, trees are required to be maintained on the Property, and any tree disturbing activity as defined in Part 10, Chapter 2 of the Raleigh City Code in violation of this zoning condition is a violation of th Raleigh City Code subjecting the landowner and the person engaging in unlawful tree disturbing activities to significant financial consequences.

Section 13. **Evidence of Member Approval.** In the event that any action requires evidence of consent of the Members or a specified percentage of the Members, such approval shall be conclusively presumed if a supported by a Certification signed by the President or Secretary of the Association in substantially the following form:

 CERTIFICATE OF THORNTON COMMONS TOWNHOME ASSOCIATION, INC.

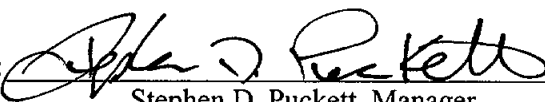
This is to certify that, upon proper notice given a [the] Special [Annual] Meeting of the Members of Thornton Commons Townhome Association, Inc., was held on [Date and Year] at Time]. The purpose [One of the purposes] of the meeting, as set forth in the Notice of Meeting, was to: [State action for which Member approval is required.]

At such meeting, at which a quorum was present, in person or by proxy, a total of _____ votes were cast: _____ votes were cast in favor of such action, and _____ votes were cast against such action. Accordingly, the motion to approve [described the action approved] was approved by at least _____% of the Members as required by the Declaration and Bylaws of the Association.

 [President/Secretary]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the notary acknowledgment below.

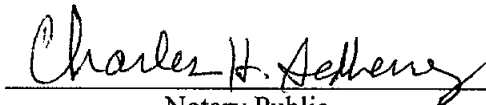
Puckett Bynum Development, LLC,
 a North Carolina limited liability company

By: 
 Stephen D. Puckett, Manager

STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, the undersigned Notary Public, certify that Stephen D. Puckett personally appeared before me this day and acknowledged that he is a Manager of Puckett Bynum Development, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal, this the 28th day of April, 2005.


Notary Public

My commission expires: May 30, 2009

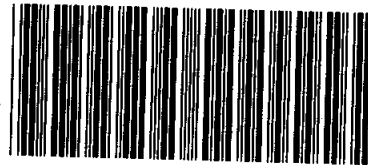
CHARLES H. SEDBERRY
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires May 30, 2009.

EXHIBIT A

Lying and being in the City of Raleigh, Wake County, North Carolina, containing approximately 3.18 acres of land, and being more particularly described as follows:

BEING All of Lots 1 through 23, inclusive, the areas designated "Open Space 12,163 sq. ft.", "Open Space 4,484 sq. ft.", "Open Space 1,916 sq. ft.", and the private street areas designated as Thornton Knoll Way and Noah Lane (two areas), and strip of land approximately five (5) feet in width lying west of Lot 20 and south of Thornton Knoll Way, all as shown on that certain plat entitled "Final Plat, Thornton Commons Townhomes, Phase I," recorded in Book of Maps 2005, Page 842, Wake County Registry.

C:\thornton townhomes\declaration.045



BOOK:011334 PAGE:02240 - 02269

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of Charles H Sedberry

____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Jane Morgan
Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

____ New Time Stamp
30 # of Pages

Owners Certificate

This certifies and warrants that the undersigned is the sole owner of the property shown on this map or plat and any accompanying sheets subject to the exceptions on record, having acquired the property in fee simple by deed recorded in the Office of the Register of Deeds of Wake County, North Carolina, or otherwise, as shown below and as such, has the right to convey the property in fee simple, and that the dedications will warrant and defend the title against the lawful claims of all persons whomsoever unless excepted herein and that by submission of this plat or map for approval I do dedicate to the City of Raleigh for public use all public streets, public easements, public rights of way, public parks and public greenways, (as these interests are defined in the code and indicated on this plat or map as public), and as the same may be shown thereon, for all lawful purposes to which the City may devote or allow the same to be used and upon acceptance thereof in accordance with all City policies, ordinances, regulations or conditions of the City of Raleigh for the benefit of the public, said dedication shall be irrevocable provided, any dedication of easement for storm drainage are not made to the City of Raleigh but are irrevocably made to the subsequent owners of and all properties shown hereon for their use and benefit subject to the conditions of subsection (b), (c), (d), and (f) of Section 1 and Section 4 of the (City Storm Drainage Policy), (Resolution 1970-742 as the same may be from time to time amended)

Owner: *Stephen D. Puckett*

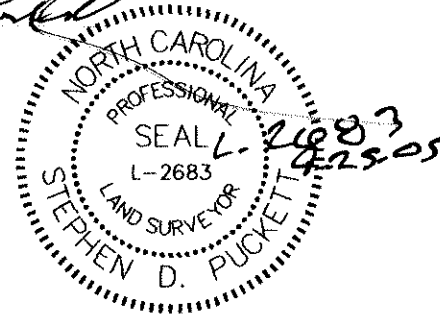
State of North Carolina

I, Stephen D. Puckett, certify that this plat was drawn under my supervision, deed description recorded in Plat Book 2000 Page 2284 that the boundaries not surveyed are clearly indicated as drawn from information found in _____, that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 23 day of April, A.D., 2005

Professional Land Surveyor L-2683

I, Stephen D. Puckett, do hereby certify that the attached Plat and subdivision was made by order and direction of _____, that the land shown on this Plat is entirely within the boundaries of the land conveyed to the above owner by the references listed, and I further certify that the said survey and plat are correct in all respects. Witness my hand and seal this 23 day of April, 2005

Professional Land Surveyor



✓ Area by Coordinate Method

No Published Horizontal Control Monument found within 2000'

✓ All buildings, surface, and subsurface improvements are not necessarily depicted hereon.

✓ New Monumentation is 3/4" diameter iron pipe unless otherwise noted.

✓ All distances are horizontal ground distances in U.S. survey feet.

✓ Dashed lines indicate lines based on _____ (not field verified)

This survey performed without benefit of title examination and is made subject to any document of record which may affect subject property.

(✓) Applies to this Plat

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD
C1	18.13	81.50	12°44'36"	9.10	N03°32'10"W	18.09
C2	24.24	15.00	92°34'27"	15.69	N49°07'22"E	21.66
C3	22.63	15.11	65°50'14"	14.05	N52°31'43"E	20.57
C4	23.56	15.00	90°00'00"	15.00	S39°35'24"E	21.21
C5	884.17	568.86	89°03'14"	559.54	N39°06'46"W	787.82
C6	11.45	124.00	5°17'27"	5.73	N07°15'44"W	11.45
C7	20.62	121.00	9°45'57"	10.34	N00°19'45"E	20.60
C8	32.87	20.00	94°09'57"	21.51	S41°52'15"E	29.29
C9	4.00	19.00	12°04'04"	2.01	N89°22'34"E	3.99
C10	23.13	15.00	88°21'24"	14.58	N46°56'09"W	20.91
C11	21.04	19.00	6°32'30"	11.74	N63°41'21"E	19.98
C12	29.85	19.00	90°00'12"	19.00	N39°35'18"W	26.87
C13	125.39	568.86	123°37'46"	62.95	N06°25'56"W	125.14
C14	54.92	568.86	5°31'54"	27.48	N02°38'54"E	54.90
C15	154.12	569.13	15°30'57"	77.54	N20°30'37"W	153.65

LINE	BEARING	LENGTH
L1	N05°24'36"E	1.00
L2	N84°35'24"W	9.53
L3	S84°35'24"E	13.47
L4	N05°24'36"E	1.00
L5	S05°24'36"W	1.00
L6	S84°35'24"E	9.67
L7	S84°35'24"E	13.33
L8	N05°24'36"E	1.00
L9	S85°20'46"W	6.71
L10	S03°35'07"W	48.85
L11	S15°43'28"W	12.56
L12	N65°20'46"E	15.60
L13	N03°35'07"E	56.22
L14	N15°43'28"E	11.18
L15	S81°54'29"E	103.78
L16	N81°54'29"W	63.01
L17	S84°35'24"E	7.03
L18	S05°24'36"W	37.72
L19	S59°42'55"W	8.88
L20	N59°42'55"E	8.51
L21	N05°24'36"E	30.15
L22	N84°35'24"W	2.64
L23	N79°55'11"E	36.87
L24	S09°54'27"E	26.90
L25	N87°50'28"E	3.00
L26	N84°35'24"W	123.65
L27	S61°08'53"W	12.84
L28	S21°22'35"W	37.19
L29	S33°55'34"E	48.09
L30	N87°05'39"W	87.57
L31	N69°49'40"W	62.28
L32	N56°08'37"W	81.74
L33	N50°50'33"W	115.09
L34	N54°13'29"E	40.65
L35	S81°44'39"E	12.16
L36	S14°54'50"E	10.51
L37	S38°54'56"W	14.19
L38	S05°03'57"W	15.37
L39	S47°22'41"E	15.06
L40	S86°59'17"E	18.58
L41	S32°44'01"E	14.59
L42	N80°05'33"E	218.28
L43	S88°53'09"W	74.22
L44	S02°11'06"W	24.57
L45	S01°56'46"E	30.49
L46	N43°09'05"W	18.50
L47	N07°03'08"W	23.75
L48	N13°03'09"E	14.33
L49	N05°24'36"E	48.69
L50	S84°35'24"E	6.03
L51	S88°53'09"W	73.77
L52	N02°45'27"W	25.72
L53	S84°35'24"E	6.03
L54	N05°24'36"E	5.68
L55	S84°35'24"E	48.00
L56	S05°24'36"W	16.08
L57	N05°24'36"E	9.14
L58	N69°47'39"E	100.74
L59	S09°54'27"E	34.52
L60	N80°05'33"E	42.50

State of North Carolina
County of Wake
I, *Stephen D. Puckett*,
a Notary for said County and State, do hereby certify that

appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this 23 day of April, 2005

My Commission Expires 10/14/2006

This plat not to be recorded after 10/14/2006
1 copy to be retained for the city
This plat is ☒ out of the city limits.

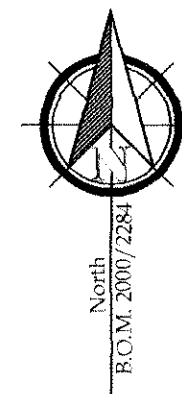
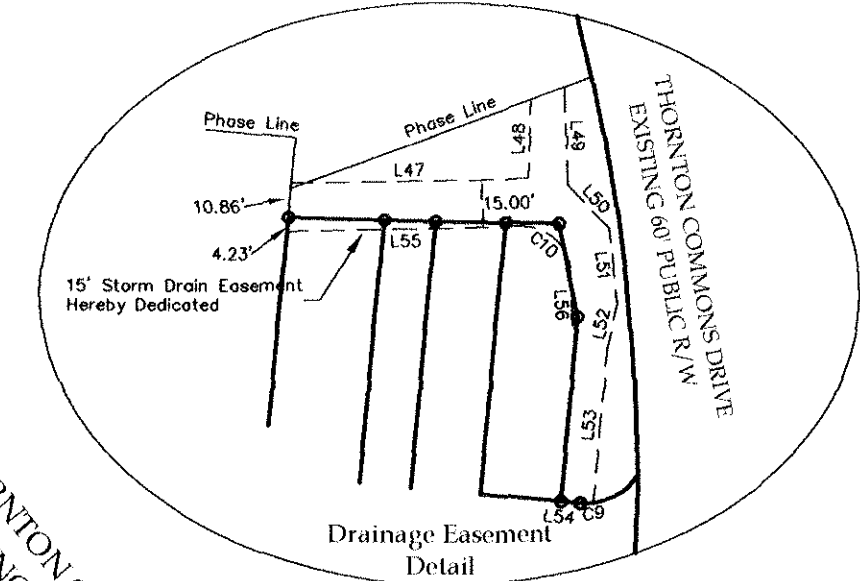
I, the undersigned Planning Director of the City of Raleigh, and Review Officer for Wake County, do hereby certify that this map or plat meets all the statutory requirements for recording, and that the City of Raleigh, as provided by its City Code, on the 23 day of November, 2002, approved this plat or map and accompanying sheets and accepted for the City of Raleigh the dedications as shown thereon, but on the further condition that the City assumes no responsibility to open or maintain the same until in the discretion and opinion of the governing body of the City of Raleigh it is in the public interest to do so.

David Bell
Planning Director / Wake County Review Officer

Existing 20' Private Storm Drainage Easement
B.O.M. 2000/2284

Existing COR Sanitary Sewer Easement
B.O.M. 2000/2284

Existing Undisturbed Tree Preservation Open Space
0.54 acres
B.O.M. 2003/4495

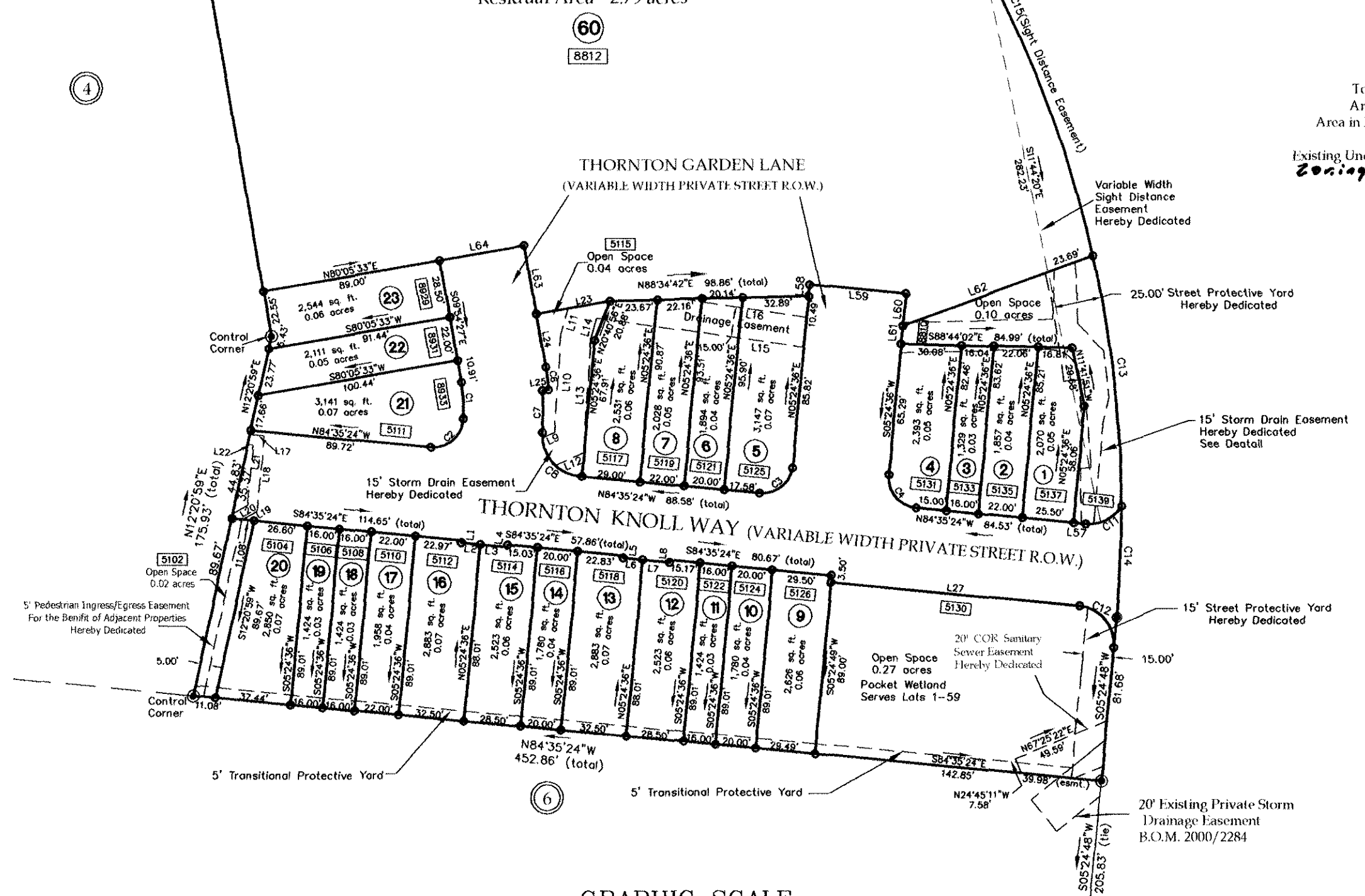


WAKE COUNTY, NC 1402
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/27/2005 AT 15:42:12

BOOK: BM2005 PAGE: 00842

Total Site Area= 5.58 acres
Area in Phase I= 2.25 acres
Area in Phase I open space= 0.45 acres
Lot Area= 1.80 acres
Existing Undisturbed Open Space = 0.54 acres
Zone: 0-1-2-CUD

Future Phase 2
To be developed as residential only
Residual Area= 2.79 acres



Legend

- Existing Iron Pin
- New Iron Pin
- Existing Nail
- Nail Set
- Utility Pole
- Computed Point
- Concrete Monument
- Control Monument
- Street Address

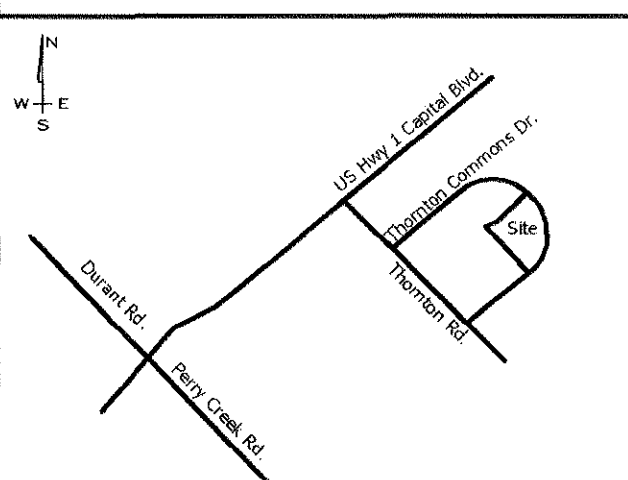
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

Owner:
Puckett Bynum Development, LLC
5518 N.C. 55
Durham, N.C. 27713
Property Address:
8841 Thornton Commons Dr.
Raleigh, N.C.

RA036147 File # S-66-02



Location Map (N1S)

I, Stephen D. Puckett, certify to one or more of the following:

- A. That this Survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- B. That this Survey is located in a portion of a County or Municipality that is unregulated as to an ordinance that regulates parcels of land.
- C. One of the following:
 1. That this is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 2. That this Survey is of an existing building, or other structure, or natural feature, such as a watercourse.
 3. That this Survey is a Control Survey.
- D. That this plat is of a Survey of another category, such as a recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision.
- E. That the information available to this Surveyor is such that I am unable to make a determination to the best of my professional ability as to the provisions in A-D above.

Stephen D. Puckett
North Carolina Professional Land Surveyor # 2683

This property is not located within a Flood-Hazard Area according to Flood Insurance Rate Map 37183C 0170 F, effective March 03, 1992.

References
P.B. 2000/2284

S.D. Puckett & Assoc., Inc.
Professional Land Surveyors
5518 Hwy. 55
Durham, N.C. 27713
Ph.(919) 544-7717 Fax(919) 544-1274
Stephen D. Puckett - N.C.P.L.S.# 2683

Final Plat
Thornton Commons Townhomes
Phase 1

Surveyed by J.S.M. / R.T.P.	Drawn by J.L.B.	Survey Date: August 8, 2004.	Plot Date: April 25, 2005.
County of Wake	Township of Raleigh	State of N.C.	File: 040805b1

Book 2005 Page 0842

Owners Certificate

This certifies and warrants that the undersigned is the sole owner of the property shown on this map or plat and any accompanying sheets subject to the exceptions on record, having acquired the property in fee simple by deed recorded in the Office of the Register of Deeds of Wake County, North Carolina, or otherwise, as shown below and as such, has the right to convey the property in fee simple, and that the dedicatory will warrant and defend the title against the lawful claims of all persons whomsoever unless excepted herein and that by submission of this plat or map for approval I do dedicate to the City of Raleigh for public use all public streets, public easements, public rights of way, public parks and public greenways (as these interests are defined in the code and indicated on this plat or map as public), and as the same may be shown thereon, for all lawful purposes to which the City may devote or allow the same to be used and upon acceptance thereof in accordance with all City policies, ordinances, regulations or conditions of the City of Raleigh for the benefit of the public, said dedication shall be irrevocable provided, any dedication of easement for storm drainage are not made to the City of Raleigh but are irrevocably made to the subsequent owners of and all properties shown hereon for their use and benefit subject to the conditions of subsection (b), (c), (d), and (f) of Section 1 and Section 4 of the (City Storm Drainage Policy), (Resolution 1970-742 as the same may be from time to time amended)

Witness my hand and seal this 25 day of April, 2005

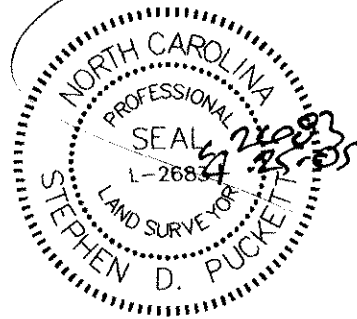
State of North Carolina

I, Stephen D. Puckett, certify that this plat was drawn under my supervision, deed description recorded in Plat Book 2005 Page 2289 that the boundaries not surveyed are clearly indicated as drawn from information found in _____ that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 25 day of April, A.D., 2005.

Professional Land Surveyor

I, Stephen D. Puckett, do hereby certify that the attached Plat and subdivision was made by order and direction of _____ the owner of the land shown, and that the land shown on this Plat is entirely within the boundaries of the land conveyed to the above owner by the references listed, and I further certify that the said survey and plat are correct in all respects. Witness my hand and seal this 25 day of April, A.D., 2005.

Professional Land Surveyor



Area by Coordinate Method

No Published Horizontal Control Monument found within 2000'

All buildings, surface, and subsurface improvements are not necessarily depicted hereon.

New Monumentation is 3/4" diameter iron pipe unless otherwise noted.

All distances are horizontal ground distances in U.S. Survey feet.

Dashed lines indicate lines based on _____ (not field verified)

This survey performed without benefit of title examination and is made subject to any document of record which may affect subject property.

(✓) Applies to this Plat

LINE	BEARING	LENGTH
L1	S80°05'33"W	89.09
L2	S59°24'41"E	15.15
L3	S80°05'33"W	93.02
L4	S80°05'33"W	89.12
L5	S80°05'33"W	89.00
L6	S80°05'33"W	89.00
L7	S80°05'33"W	89.00
L8	S80°05'33"W	89.00
L9	S80°05'33"W	89.00
L10	S80°05'33"W	89.00
L11	S09°54'20"E	16.67
L12	S09°54'31"E	32.50
L13	S09°54'27"E	28.50
L14	S09°54'27"E	16.00
L15	S81°54'29"E	7.04
L16	N81°54'29"W	63.01
L17	S09°54'27"E	16.00
L18	S09°54'27"E	16.00
L19	S09°54'27"E	16.00
L20	S09°54'27"E	28.50
L21	N80°05'45"E	24.99
L22	N80°05'33"E	16.00
L23	N80°05'33"E	24.00
L24	N80°05'33"E	16.00
L25	N80°05'33"E	16.00
L26	N80°05'33"E	16.00
L27	N80°05'33"E	4.87
L28	N80°05'33"E	30.15
L29	N09°54'27"W	91.23
L30	N09°54'27"W	89.00
L31	N09°54'27"W	89.00
L32	N09°54'27"W	89.00
L33	N09°54'27"W	89.00
L34	N09°54'27"W	80.94
L35	S32°44'01"E	24.45
L36	S86°58'17"E	11.95
L37	S09°54'27"E	61.74
L38	N80°05'33"E	45.51
L39	N80°05'33"E	24.00
L40	N80°06'45"E	16.00
L41	N80°05'33"E	16.00
L42	N80°04'45"E	24.00
L43	N09°54'27"W	66.32
L44	S09°54'27"E	75.72
L45	N81°00'52"E	57.64
L46	N54°14'58"E	87.97
L47	N54°14'58"E	72.63
L48	N54°13'29"E	90.41
L49	N54°13'29"E	91.65
L50	N54°13'29"E	92.61
L51	N54°13'29"E	92.48
L52	N64°30'42"E	91.58
L53	N64°30'42"E	91.21
L54	N64°30'42"E	91.48
L55	N64°30'42"E	92.65
L56	N69°47'39"W	93.33
L57	N69°47'39"E	94.31
L58	N35°46'31"W	20.82
L59	N35°46'31"W	16.00
L60	N35°47'27"W	22.00
L61	N35°46'52"W	32.50
L62	N35°42'27"W	7.83
L63	N80°05'33"E	24.00
L64	N201°21'21"W	13.37
L65	S56°40'07"W	56.76
L66	S09°54'27"E	9.44
L67	S30°00'49"W	5.50
L68	N35°46'31"W	7.37
L69	N35°46'31"W	22.00
L70	N35°46'31"W	16.00
L71	N35°46'31"W	20.00

L72	N35°46'31"W	9.88
L73	N62°22'31"E	12.02
L74	S28°15'29"E	23.16
L75	S24°40'00"E	4.35
L76	S62°22'31"W	12.02
L77	S201°21'21"E	13.73
L78	S201°21'21"E	22.05
L79	S09°54'27"E	22.00
L80	N80°05'20"E	11.52
L81	N09°54'40"W	3.93
L82	N09°54'40"W	24.45
L83	N09°54'40"W	17.78
L84	N09°54'40"W	7.34
L85	N80°05'20"E	8.87
L86	S34°01'07"E	9.54
L87	S34°01'07"E	21.02
L88	N22°30'13"W	32.19
L89	N22°30'13"W	22.13
L90	N22°30'13"W	16.93
L91	N54°13'29"E	82.92
L92	N54°13'29"E	93.59
L93	N54°13'29"E	101.35
L94	N54°13'29"E	96.86
L95	N73°45'28"E	86.79
L96	N80°05'33"W	42.50
L97	N09°54'27"W	34.52
L98	S73°45'28"W	98.38
L99	S73°45'28"W	97.49
L100	N84°35'24"W	6.06
L101	N05°24'36"E	16.08
L102	S69°47'39"W	100.74
L103	N69°47'39"E	97.96
L104	S88°34'42"W	32.89
L105	S88°34'42"W	20.14
L106	S88°34'42"W	22.16
L107	S88°34'42"W	12.02
L108	S88°34'42"W	11.65
L109	N201°21'21"W	26.21
L110	N201°21'21"W	3.95
L111	N06°28'13"E	3.46
L112	S11°35'43"E	96.02
L113	S11°35'43"E	22.04
L114	N73°45'28"E	8.08
L115	S73°45'28"W	13.27
L116	S11°35'43"E	47.93
L117	S79°55'11"W	36.87
L118	N80°05'20"E	6.21
L119	S05°24'36"W	9.14
L120	N80°28'16"E	5.01
L121	S201°21'21"E	7.75
L122	N84°35'24"W	46.00
L123	N80°05'33"E	28.18
L124	S32°44'01"E	14.59
L125	S86°59'17"E	11.95
L126	S09°54'27"E	61.74
L127	N09°54'27"W	79.91
L128	N09°54'27"W	79.91
L129	N09°54'27"W	79.91
L130	N09°54'27"W	57.23
L131	N41°23'27"W	33.62
L132	S41°23'27"E	35.05
L133	N80°05'33"E	91.59
L134	S80°03'08"W	4.60
L135	S80°05'13"W	24.00
L136	S80°05'33"W	24.00
L137	S80°05'56"W	3.53
L138	S80°05'33"W	36.50
L139	N09°54'27"W	9.20
L140	N63°19'09"W	6.50
L141	S09°54'27"E	9.86
L142	N80°05'46"E	6.48
L143	N80°05'33"E	96.59
L144	S21°22'35"W	37.19
L145	S61°09'53"W	12.84
L146	S33°55'34"E	48.09
L147	N87°05'39"W	87.57
L148	N69°49'40"W	62.28
L149	N56°08'37"W	81.74
L150	N50°50'33"W	115.09
L151	N54°13'29"E	40.65
L152	S81°44'39"E	12.16
L153	S14°54'50"E	10.51
L154	S38°54'56"W	14.19
L155	S05°03'57"W	15.37
L156	S47°22'41"E	15.06

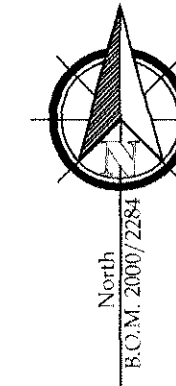
Existing 20' Private Storm Drainage Easement B.O.M. 2000/2284

20' Existing COR Sanitary Sewer Easement B.O.M. 2000/2284

This plat not to be recorded after 11/1 day of May 05
1 copy is to be retained for the city.
This plat is 2 in out of the city limits.

"I, the undersigned Planning Director of the City of Raleigh, and Review Officer for Wake County, do hereby certify that this map or plat meets all the statutory requirements for recording, and that the City of Raleigh, as provided by its City Code, on the _____ day of _____, approved this plat or map and accompanying sheets and accepted for the City of Raleigh the dedications as shown thereon, but on the further condition that the City assumes no responsibility to open or maintain the same until in the discretion and opinion of the governing body of the City of Raleigh it is in the public interest to do so.

David Bebb
Planning Director/ Wake County Review Officer



CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD
C5	884.17	568.86	89°03'14"	559.54	N39°06'46"W	797.82
C6	12.54	48.50	14°48'52"	6.31	S32°59'45"W	12.51
C7	14.39	48.50	17°00'16"	7.25	S22°05'10"W	14.34
C8	16.55	48.50	19°33'04"	8.36	S03°48'30"W	16.47
C9	3.34	48.50	3°56'25"	1.67	S07°56'15"E	3.33
C10	19.94	48.50	23°33'09"	10.11	N72°09'40"W	19.80
C11	13.56	48.50	16°01'18"	6.83	S88°03'07"W	13.52
C12	16.23	48.50	19°10'26"	8.19	S72°09'28"W	16.15
C13	8.34	48.50	9°51'13"	4.18	S63°15'19"W	8.33
C15	26.28	568.86	2°38'49"	13.14	N44°34'09"W	26.28
C17	22.14	568.86	2°13'47"	11.07	N42°07'50"W	22.14
C18	16.05	568.86	1°36'59"	8.02	N40°12'27"W	16.05
C19	22.02	568.86	2°13'05"	11.01	N38°17'25"W	22.02
C20	32.50	568.86	3°16'26"	16.26	N35°32'39"W	32.50
C21	43.09	568.86	4°20'23"	21.55	N31°44'15"W	43.08
C22	20.03	568.86	2°01'03"	10.02	N28°03'32"W	20.03
C23	16.00	568.86	1°36'43"	8.00	N26°44'39"W	16.00
C24	22.00	568.86	2°12'58"	11.00	N24°49'48"W	22.00
C25	34.76	568.86	3°30'03"	17.38	N21°58'18"W	34.75
C26	18.65	48.50	23°12'44"	9.96	N48°46'43"W	18.92
C27	18.80	268.50	4°00'45"	9.41	N33°45'08"W	18.80
C28	20.06	268.50	4°16'48"	10.03	N28°37'22"W	20.05
C29	16.00	268.50	3°24'53"	8.00	N25°46'32"W	16.00
C30	18.10	268.50	3°51'44"	9.05	N22°08'13"W	18.10
C31	18.76	93.50	11°29'36"	9.41	N14°27'33"W	18.72
C32	16.72	93.50	10°14'44"	8.38	N03°35'23"W	16.70
C33	17.21	33.50	29°26'11"	8.80	N74°42'16"W	17.02
C34	16.48	39.00	24°12'40"	8.36	N47°52'51"W	16.36
C35	18.92	231.50	4°41'00"	9.47	N33°26'01"W	18.92
C36	16.47	231.50	4°04'33"	8.24	N22°14'32"W	16.46
C37	6.33	93.50	3°52'37"	3.16	N03°28'16"E	6.33
C38	32.02	568.86	3°13'29"	16.01	N18°36'32"W	32.01
C39	16.04	568.86	1°36'59"	8.02	N16°11'20"W	16.04
C40	26.16	568.86	2°38'04"	13.08	N14°03'50"W	26.15
C41	16.93	51.50	18°50'09"	8.54	N04°00'28"W	16.85
C42	7.03	56.50	7°07'31"	3.52	N18°38'35"W	7.02
C43	5.00	48.50	5°54'34"	2.50	N48°21'28"E	5.00
C44	24.36	48.50	28°46'48"	12.44	S65°42'09"W	24.11
C45	33.46	48.50	39°31'22"	17.42	N80°08'46"W	32.80
C46	15.74	23.50	39°22'36"	8.18	S45°52'09"W	15.45
C47	19.16	30.00	36°35'18"	9.92	S08°23'12"W	18.83

WAKE COUNTY, NC 1404
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/27/2005 AT 15:42:12

BOOK: BM2005 PAGE: 00843

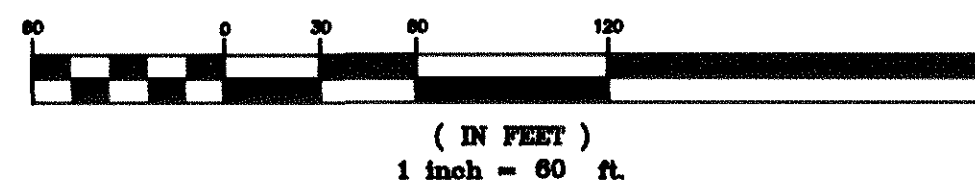
Owner:
Puckett Bynum Development, LLC
5518 N.C. 55
Durham, N.C. 27713

Property Address:
8841 Thornton Commons Dr.
Raleigh, N.C.

File # S-66-02

BA036148

GRAPHIC SCALE



Legend

- Existing Iron Pin
- New Iron Pin
- Existing Nail
- Nail Set
- Utility Pole
- Computed Point
- Concrete Monument
- Control Monument
- Street Address

References

P.B. 2000/2284

S.D. Puckett & Assoc., Inc.
Professional Land Surveyors

5518 Hwy. 55
Durham, N.C. 27713
Ph.(919) 544-7717 Fax(919) 544-1274
Stephen D. Puckett - N.C.P.L.S.# 2683

Final Plat
for:

Thornton Commons Townhomes
Phase 2

Surveyed by J.S.M. / R.T.P.	Drawn by J.L.B.	Survey Date: March 30, 2005.	Plot Date: April 25, 2005.
County of Wake	Township of Raleigh	State of N.C.	File: 040805b1/lot-layout phase2

Location Map (NTS)

I, Stephen D. Puckett, certify to one or more of the following:

- That this Survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- That this Survey is located in a portion of a County or Municipality that is unregulated as to an ordinance that regulates parcels of land.
- One of the following:
 - That this is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 - That this Survey is of an existing building or other structure, or natural feature, such as a watercourse.
 - That this Survey is a Control Survey.
- That this plat is of a Survey of another category, such as a recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision.
- That the information available to this Surveyor is such that I am unable to make a determination to the best of my professional ability as to the provisions in A-D above.

Total Site Area= 5.58 acres
Area in Phase II= 3.33 acres
Area in Phase II open space= 0.38 acres