

CC&Rs
Gloucester Townhouse Homeowners Association, Inc.

Order: 3JZGKPPHY
Address: 1304 Hampshire Ct
Order Date: 06-25-2026
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NORTH CAROLINA R.B. MCKENZIE, JR.
REGISTER OF DEEDS.
WAKE COUNTY WAKE COUNTY, N.C.

DECLARATION OF COVENANTS FOR
GLOUCESTER TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by
GLOUCESTER ASSOCIATES, a limited partnership organized under the
laws of North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in or
near the City of Raleigh, County of Wake, State of North Carolina,
which is hereinafter referred to as the "GLOUCESTER TOWNHOUSE PROPERTY"
being in House Creek Township, Wake County, North Carolina, and is
more particularly described as follows:

7.500 acres, on the North side of Lynn Road, Raleigh,
Wake County, North Carolina, according to a plat there-
of entitled "Gloucester", dated March 7, 1983, prepared
by Kenneth Close, Inc., Registered Surveyors, and recorded
in Book of Maps 1983, Page 359 , Wake County Registry.

WHEREAS, Declarant is the sole owner of the Gloucester Townhouse
Property and desires to subject said tract to the covenants, re-
strictions and conditions set forth herein; and

WHEREAS, Declarant may acquire adjacent tracts of land and may
incorporate them into the Gloucester Townhouses, and therefore re-
serves the right to subject additional lands to these covenants
without necessity for the vote or concurrence of any other persons,
firms or corporations;

NOW, THEREFORE, Declarant hereby declares that the Gloucester
Townhouse property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with the real property and be
binding on all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors,
and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands shown on the plat entitled "Gloucester" recorded in Book of Maps 1983, page 359, Wake County Registry, with the exception of that portion of the area within the following units or lots:

Tract A, Units 1 through 3
Tract B, Units 4 through 7
Tract C, Units 8 through 11
Tract D, Units 12 through 15
Tract E, Units 16 through 19
Tract F, Units 20 through 23
Tract G, Units 24 through 27
Tract H, Units 28 through 31
Tract I, Units 32 through 36
Tract J, Units 37 through 41 ✓
Tract K, Units 41 through 45 ✓

and containing a total of 5.297 acres. In addition, all sewer and water lines serving said tracts and not located within a public street right-of-way or City of Raleigh sanitary sewer easement shall be deemed common area.

All units or lots shall be subject to easements for utilities dedicated rights of way for ingress and egress, easements for drainage, and easements for any encroachments arising from the initial improvement

Section 5. "Lot" shall mean and refer to any individual unit or plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. Said lots are contained in 11 Tracts, designated "A" through "K", and are labelled "Units", and are not individually laid out on said plat.

Section 6. "Declarant" shall mean and refer to Gloucester Associates, its successors and assigns, if such successors or assigns

should acquire more than on undeveloped lot from the Declarant for the purpose of development.

Section 7.. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot. Every owner shall have an easement over the common areas for access, ingress, and egress from and to the public streets and walkways. The owners' easements are subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreation facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Upon dedication of any such areas, the Association shall give notice to the Planning Department of the City of Raleigh.

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(f) the right of the individual members to the exclusive use of parking spaces as provided in this Article.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors or assigns, that prior to the conveyance of the first lot, it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except these covenants, utility easements, and other dedicated easements of record.

Section 4. Parking Rights. Ownership of each lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. Owners of three bedroom units shall be entitled to the use of an average of two and one-half parking spaces per unit. The Association shall permanently assign at least one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers and other such items on the Common area. The Association may further prohibit members from parking boats and trailers within the right of way of any public street in or adjacent to Gloucester Townhouses.

Section 5. TV Antennas and Pipe-In Music. The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas or satellite reception discs on individual lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on January 1, 1988.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, charges for late payment, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is

made. Each such assessment, together with interest, taxes, and other charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. This personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

- (a) for promotion of the recreation, health, safety, and welfare of the residents of the Properties;
- (b) for the acquisition, improvement and maintenance of the Properties, services and facilities in the Common Area devoted to this purpose,
- (c) for the exterior maintenance of the residences situated upon the Properties;
- (d) for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, labor, equipment, and materials. Facilities within the Common Area shall be maintained in so far as possible as they were when acquired by the Association, reasonable wear and tear excepted.
- (e) for the procurement and maintenance of insurance in accordance with the By-Laws;
- (f) for the employment of professionals, such as accountants and attorneys to represent the Association when necessary.
- (g) for the payment of any ad valorem taxes and public assessments levied against the Common Area.

Section 3. Annual Assessment. There shall be no assessments levied upon any of the lots into which the property is subdivided for a period of one year after conveyance of the first lot, or until a minimum of 30 townhouses have been constructed thereon and conveyed to individual purchasers, whichever shall first occur. The Declarant shall be solely responsible for maintenance of common areas, utility service lines, private driveways, and the exteriors of individual units during this period and until the Association levies assessments against units. The maximum annual assessment per unit for the first year shall not exceed \$30.00 per month or \$360.00 per year.

PAGE SIX(A)

(a) From and after January 1 of the year following the commencement of the assessments, by a favorable vote of membership, the maximum annual assessment may not be increased in any year more than twelve (12) percent above the maximum assessment for the previous year.

(b) From and after January 1 of the second year immediately following the commencement of the assessments, the maximum annual

assessment may be increased more than twelve percent (12%) over the amount of the previous year's assessment, provided that at least two-thirds (2/3) of each class of members who are voting in person or by proxy approve of such increase at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section. 5 Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members ²⁷ or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month after the minimum required number of townhouses have been sold and conveyed to individual

owners, and after 30-day notice thereof has been mailed to all owners. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, and the amount of any delinquent assessment.

A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. In addition, the Board of Directors may direct that a reasonable late payment charge be added to any installment of an assessment that remains unpaid for as long as 30 days. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, including interest, late charges, costs and reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became

due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by an organization recognized by North Carolina as a charitable or nonprofit organization shall be exempt from assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The Owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations or architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction

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shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner that No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property Owner has a right of contribution as provided in this Article V, request of the adjoining property owner or property owners a certificate that no right of contribution is then outstanding, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request and without charge. However, should the adjoining property Owner claim a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, under the provisions of this Article such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of the arbitrators shall be binding upon all parties.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within five (5) years of the date of incorporation of the Association, the Declarant should develop additional land adjoining or across a public street from the boundaries shown on the master plan of Gloucester Townhouses heretofore submitted to the City of Raleigh Planning Department, and contained in the deed from Ella R. Pearce to Colonial Building Company of Raleigh, Inc. dated August 18, 1982, and recorded in Book 3041, Page 538, Wake County Registry, such land may be annexed by the Declarant without the consent of the members, provided that the City of Raleigh Planning Department and the FHA or the VA determine that the Annexation is in accord with the general plan heretofore approved by them.

Section 2. Annexation of any other property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. In the event that a quorum is present and adopts an annexation resolution, but said resolution fails to receive the two-thirds vote required, then additional members not present may give their written assent to the action taken thereat.

such event, the two-thirds requirement may consist of those who voted favorably at the meeting in person and by proxy and of those members who give written assent to the annexation resolution thereafter.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, (gutters, ^{NO}downspouts) exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the owner's rear yard maintenance rights for a period not to exceed one year. No Owner shall plant any vegetation in the front yard except with the prior written approval of the Association.

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

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

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

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model town-houses used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

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

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 5. Dwelling Specifications. No dwelling shall be constructed or permitted to remain on any lot having an area of the main structure, exclusive of open porches and decks, of less than 1000 square feet.

ARTICLE X

EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking and

water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

The common area and all individual lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, gutters, downspouts, walls and chimneys.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of recording of the original Declaration for Phase One, namely April 7, 1983 after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot owners, and thereafter by an instrument signed by not less than sixty percent (60%)

of the Lot owners. No amendment shall become effective without having been submitted to the Planning Department of the City of Raleigh and approved by said Department. If said Department fails to act thereon within thirty (30) days, then such amendment shall become effective at the expiration of such time. Any amendment must be recorded in the Office of the Register of Deeds of Wake County.

Section 4. FHA/VA Approval. As long as there is Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, Dedication of Common Areas, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. In accordance with the provisions of Section 10-3074(b) and (c) of the City Code of the City of Raleigh, the Association shall have authority to restrict parking of motor vehicles within property affected by these covenants and shall also have authority to repair the streets within said property. The Declarant, the Association, the Owners and their guests shall remain responsible for adequate design and construction of private driveways and walkways, and for keeping them clear of obstructions so that in the event of a fire or other catastrophe, units of the City or County fire, law enforcement, rescue squad or other emergency service can have access to all units.

Section 6. Notwithstanding the foregoing provisions, the Declarant reserves for itself, its successors and assigns, the right to use one unit as a sales office and model units for the purpose of selling other units within the subdivision, until all units are sold.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its General Partners, all on the 6 day of April, 1983.

GLOUCESTER ASSOCIATES

BY: C. R. Benson (SEAL)
GENERAL PARTNER

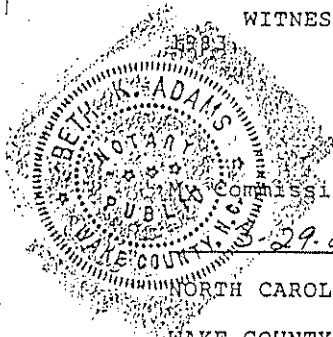
BY: [Signature] (SEAL)
GENERAL PARTNER

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid County and State certify that C. L. Benson personally appeared before me this day and acknowledged that he is a general partner of GLOUCESTER ASSOCIATES, a limited partnership, and that he signed the foregoing Declaration of Covenants on behalf of said partnership.

WITNESS my hand and notarial seal this 6 day of April,



Commission Expires:

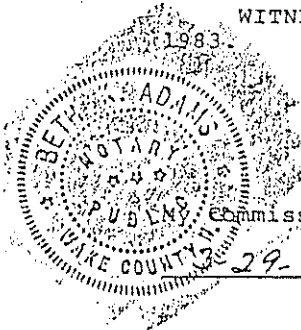
29-86

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid County and State certify that Edd K. Roberts personally appeared before me this day and acknowledged that he is a general partner of GLOUCESTER ASSOCIATES, a limited partnership, and that he signed the foregoing Declaration of Covenants on behalf of said partnership.

WITNESS my hand and notarial seal this 6 day of April,



Commission Expires:

29-86

Beth K. Adams
NOTARY PUBLIC

Beth K. Adams
NOTARY PUBLIC

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of Beth K. Adams

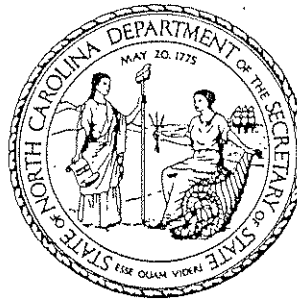
Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

R. B. McKENZIE, JR., Register of Deeds

By James B. Johnson
Deputy Register of Deeds

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State of North Carolina



Department
of the
Secretary of State

PRESENTED
FOR
REGISTRATION
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R.B. HOKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (6 sheets) to be a true copy of

ARTICLES OF INCORPORATION.

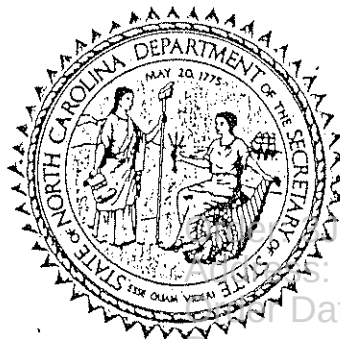
OF

GLOUCESTER TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 7th day of April, 1983, after having been found to conform to law.

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

Done in Office, at Raleigh, this 7th day of April, in the year of our Lord 1983.



Thad Eure
Secretary of State

By *[Signature]*
Deputy Secretary of State

ARTICLES OF INCORPORATION
OF
GLOUCESTER TOWNHOUSE
HOMEOWNERS ASSOCIATION, INC.

FILED

APR 1 6 51 AM '83

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I

NAME

The name of the corporation is GLOUCESTER TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

OFFICE

The principal and registered office of the Association is located at 3924 Browning Place, Raleigh, Wake County, North Carolina 27609.

ARTICLE III

REGISTERED AGENT

Edd K. Roberts, whose address is 3924 Browning Place, Raleigh North Carolina 27609, is hereby appointed the initial Registered Agent of this Association.

ARTICLE IV

PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof and no part of the Association's net income shall inure to the benefit of any of its officers, directors or member or any other private individual. The purposes and objects of the Association shall be to operate and manage Gloucester Townhouses, to be constructed in accordance with the laws of the State of North Carolina upon the property situated, lying and being near Raleigh, Wake County, North Carolina, and described as Gloucester Townhouses, and more particularly described in the Gloucester Townhouses Declaration recorded or to be recorded in the Wake County Registry. The Association shall also operate and manage any additional townhouses that may be constructed on adjoining or nearby properties and added to the Gloucester Townhouses.

Such powers shall include the following:

Order: 3328111
Address: 1304 Hampshire Ct
Order Date: 06-25-2026
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(a) 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", executed by Gloucester Associates (hereinafter called "The Declarant") applicable to the property and recorded or to be recorded in the office of the Wake County Register of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses 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;

(c) 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, and in particular to acquire the "Common Area" for the Gloucester Townhouses.

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property known as the Common Area, as security for money borrowed or debts incurred. The rights of any such mortgagees shall be subordinate to the rights of the owners of individual units in the Common Area.

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

(f) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex

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Additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and shall consist of properties contiguous with the Gloucester Townhouses.

(g) 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.

(h) To contract for the management of the townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the membership.

ARTICLE V

MEMBERSHIP

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 which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) January 1, 1988.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of nine (9) Directors, except that the initial Board of Directors shall consist of three (3) persons, who shall serve until the first annual meeting of the membership of the Association. Directors need not be members of the Association. The names and addresses of the three persons who are to serve as Directors until the first annual meeting of the membership of the Association, or until their successors are elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Edd K. Roberts	3924 Browning Place Raleigh, N.C. 27609
Clifton L. Benson, Sr.	3000 Yonkers Road Raleigh, N.C. 27604
Paul H. Casey	3000 Yonkers Road Raleigh, N.C. 27604

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

The Directors shall elect such officers of the Association as shall be provided in the By-Laws

Notwithstanding the foregoing, so long as Gloucester Associates, ("the Declarant") owns twenty-five percent (25%) or more of the individual townhouse lots, but in any event, not longer than January 1, 1988, the Declarant shall have the right to designate and select a majority of the persons who shall serve as members of the Board

of Directors of the Association.

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ARTICLE VIII

DISSOLUTION

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

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of a minimum of two-thirds (2/3) of the entire membership. No amendment of these Articles of Incorporation which shall abridge, amend or arrest the right of the Declarant to designate and select members of each Board of Directors of the Association, as provided in Article VII hereof, may be adopted or become effective without the prior written consent of the Developer.

ARTICLE XI

FHA/VA APPROVAL

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

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows:

Order: 3JZGKPPHY
Address: 1304 WILLIAM JOSLIN
Order Date: 06-23-2020 400 NCNB BUILDING
RALEIGH, N.C. 27602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 16 day of March, 1982.

William Joslin (SEA)
WILLIAM JOSLIN

NORTH CAROLINA

WAKE COUNTY

THIS IS TO CERTIFY, that on the 29 day of March 1982, before me, a Notary Public, personally appeared WILLIAM JOSLIN, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 29 day of March, 1982.

Maureen P. Simnor
NOTARY PUBLIC

My Commission Expires;

9-26-84

