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PRESENTED
FOR
REGISTRATION

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KENNETH S. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Prepared by and return to: 000261
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STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDSOR FOREST SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this 30th day of March, 1988, between Greenview Properties, Inc., a North Carolina corporation and The Crosland Group, Inc., a North Carolina corporation, successor by name change of Crosland Enterprises, Inc. (together hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

WITNESSETH:

WHEREAS, Declarant is the owner of all real property within a subdivision in the County of Wake, State of North Carolina, known as Windsor Forest, which includes lots for detached single family dwellings as well as clusterhomes and townhouses;

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values, amenities, desirability and attractiveness of the property in Wake County and for the continued maintenance and operation of recreational and common areas.

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wake County, North Carolina, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference. The property is Windsor Forest which the Declarant intends to develop and subject to the provisions of this Declaration. The Declarant hereby subjects the property, more particularly described on Exhibit A attached hereto and incorporated herein by reference, to this Declaration and the jurisdiction of the Association. No additional properties may be

subjected to this Declaration without the consent of the City of Raleigh.

Section 2. The Declarant hereby reserves the right to subject other real property to the Restrictions in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Each additional parcel or tract of land, with the improvements thereon or to be placed thereon, which is subjected to this Declaration shall be designated consecutively as "Phase II of Windsor Forest", and such similar designation for each phase. Such annexation of additional properties shall be made in accordance with Article IX of this Declaration. Each phase shall only contain either detached single family dwelling lots or clusterhome and townhouse lots. At this time Declarant anticipates the total development to contain approximately 312 detached single family dwelling lots and 120 clusterhome and townhouse lots.

ARTICLE II

DEFINITIONS

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

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and such additions thereto as may hereafter be made subject to the provisions of this Declaration.

Section 4. "Common Area" or "Common Open Space" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of the Declaration. Common Area shall be defined and bounded on the plat(s) as "Common Area" or "Common Open Space". Common Area in each phase shall be conveyed to the Association in accordance with Article III, Section 3 prior to deeding the first Lot in the phase. Common areas shall specifically include but shall not be limited to all tennis courts, swimming pool and cabana, walking trails, playgrounds, subdivision entrances, landscaped islands, private streets, water lines and sewer lines which serve the Properties and are located outside of public rights of way and any City of Raleigh utility easements (excluding those located in any lot).

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, including detached single family lots, clusterhome lots and townhouse lots, with the exception of the Common Area, rights of way and greenways dedicated to the City of Raleigh. A Lot shall be either a detached single family dwelling lot or a clusterhome or townhouse Lot. Clusterhome or townhouse lots shall be used for the construction of single family attached dwelling units.

Section 6. "Declarant" shall mean and refer to Greenview Properties, Inc., a North Carolina corporation and The Crosland Group, Inc., a North Carolina corporation, successor by name change of Crosland Enterprises, Inc., their successors and assigns if such successor or assigns should acquire three or more undeveloped Lots and/or acreage from the Declarant for the purpose of development.

Section 7. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses for maintenance of the clusterhomes and townhouses as provided in this Declaration;
- (c) Expenses of the Common Area and administration, maintenance, repair or replacement of the Common Area;
- (d) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (e) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require 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) Expenses of storm sewer pipes, infiltration devices and impoundment structures, including maintenance, repair and replacement thereof, but

specifically excluding the cost of initial construction thereof.

Common expenses related to the exterior maintenance of the Clusterhomes or Townhouses or incurred in the maintenance, repair or replacement of Common Area and improvements thereon reserved exclusively for the use and benefit of Owners of Clusterhomes and Townhouses, and any other Common Expenses which are related or attributable only to the Clusterhome and Townhouse units shall be paid only from the assessments levied against Class A-2 and B-2 members. Common Expenses which inure to the benefit of all members shall be shared equally by all members.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and over the Common Area for access, ingress and egress from and to public streets, walkways and parking areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by three-fourths (3/4) of each class of members has been recorded, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utility (including CATV) and drainage facilities upon, over, under and across the Common Area without the consent of the members of the Association when, in the opinion of the Board, such easements are necessary for the convenient use of the Properties. Notwithstanding anything herein to the contrary, the real property owned by the Association shall be preserved to the perpetual benefit of the Owners of Lots within Windsor Forest or of the public in general and shall not be conveyed except to the City of Raleigh or to another non-profit corporation for the aforementioned purposes, or as provided in subparagraph (d) below.

(d) The right of the Association to exchange all or any part of the Common Area for other property provided that:

(1) the exchanged properties and other considerations are of like value and utility;

(2) the acreage and configuration of the remaining open space, as that term is used in Section 10-3071(6) of the Raleigh City Code (including property to be received by the Association in such exchange), equals or exceeds the requirements of the Raleigh City Code;

(3) the exchange is approved by the Planning Director of the City of Raleigh;

(4) except in cases where the exchange is made to eliminate an encroachment, written notice of the exchange is given to each member of the Association; and

(5) after such notice is given (if required), the Association approves the exchange.

(e) The right of the Association to limit the number of guests of Members;

(f) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and provided that the rights of such mortgagee in said Properties shall be subordinate to the rights of the Owners as provided herein;

(g) The right of the Association to adopt, publish and enforce rules and regulations as provided in Section 1 of Article XI of this Declaration.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area in each Phase or annexed lands to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements and a greenway easement to the City of Raleigh, prior to the conveyance to an Owner of the first Lot in that Phase.

Section 4. Parking Rights. Ownership of each Clusterhome or Townhouse Lot shall entitle the Owner or Owners thereof to the use of not less than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as is reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers and other such items on the Common Area, and, consistent with the Raleigh City Code, on public rights of way and greenways.

Section 5. TV Antennas and Cablevision. The Association may provide one or more central television antennas for the convenience of the Members and may supply cablevision and the

cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas and satellite dishes on individual Lots, Common Area, rights of way, and greenways.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, and in no event shall fractional votes be allowed. Class A membership shall be divided into two groups: Class A-1 members who shall be Owners of detached single family lots, and Class A-2 members who shall be Owners of Clusterhome and Townhouse Lots.

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

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A members on account of development of such additional lands by the Declarant, as provided for in Article IX, Section Two, below. Such conversion of Class A membership to Class B membership and of Class B membership to Class A membership may occur as often as and at any time that the foregoing events occur.

(b) March 1, 1995.

When the Class B memberships are converted to Class A membership the Declarant will have the same voting rights as Class A members.

Class B membership shall be divided into two classifications: Class B-1 shall entitle the Declarant to three (3) votes for each detached single family dwelling lot owned, and Class B-2 shall entitle the Declarant to three (3) votes for each Clusterhome or Townhouse Lot owned.

ARTICLE V

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, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, such unpaid assessments shall continue to be a lien on the Lot account against which the assessment was made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the acquisition, improvement and

maintenance of the Common Areas, including the maintenance, repair and reconstruction of private streets, driveways, walks and parking areas situated on the Common Area, maintenance and upkeep of storm sewer pipes, infiltration devices and impoundment structures, the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance and the exterior maintenance and landscaping of the clusterhomes and townhouses situated upon the Properties as hereinafter provided or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 3. Reserve Fund. The Association shall establish and maintain an adequate reserve fund or funds for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for Common Expenses

for the Owners of the kind of Lots that require the reserve fund or funds.

Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for detached single family dwelling Lots shall be \$312.00 per lot, and for clusterhome or townhouse Lots shall be \$720.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased by the Board of Directors without a vote of membership by up to 10% of the previous year's assessment, effective January 1st of each year.

(b) From and after January 1 of the year immediately following the conveyance of the First Lot to an Owner, the maximum annual assessment for single family dwelling lots may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of A-1 and B-1 members, and the maximum annual assessment for clusterhome and townhouse Lots may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of A-2 and B-2 members who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, provided, however, that, except as otherwise provided by Section 4(d) of this Article V, the ratio of the assessment levied against a Lot owned by a Class B member shall always be one-fourth ($1/4$) of the assessment for a Lot owned by a Class A member, where the Lot owned by the Class B member does not have a certificate of occupancy.

(d) Any Lot owned by a Class B member which is rented by such member to a tenant for use as a residence during any assessment year shall be treated as a Class A Lot for assessment purposes during such rental period. Such Lot shall remain a Class B Lot for all other purposes.

(e) Any annual assessment or maximum annual assessment established by the Board of Directors or the members pursuant to this Section 4 shall remain thereafter as the annual assessment or maximum annual assessment until changed by the Board or the members.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of each class of

Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments related only to exterior maintenance in Clusterhome or Townhouse Phases shall require a two-thirds ($2/3$) vote of A-2 and B-2 members, and the assessments shall be levied only against owners of Clusterhome or Townhouse Lots.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of 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 if called for a date not less 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. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all detached single family dwelling Lots and a separate uniform rate for all Clusterhome and Townhouse Lots shall be collected on a monthly basis, provided, however, that the assessment for Lots owned by Declarant which a certificate of occupancy has not been

issued shall be twenty-five percent (25%) of the assessment for other Lots.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots within a given phase on the first day of the month following the conveyance of a lot within that Phase for which a certificate of occupancy has been issued. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period and notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the beginning of each assessment year. The due dates shall be established by the Board of Directors. Assessments may be collected monthly, quarterly or annually in the discretion of 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 assessment on a specified Lot has been paid. Any certificate so given shall be conclusive evidence of payment of the assessment stated therein.

Section 9. 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 ten (10%) percent per annum or the maximum rate allowed by law whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; in either event

interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. 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. Should any deficiency remain after the foreclosure, the Association may also bring an action against the Owner for said deficiency.

Section 10. Subordination of the Lien to First Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust on a Lot and to the lien of ad valorem taxes on such lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to such deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first deed of trust.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or

improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Working Capital Fund. At the time of closing of the initial sale of a permanent residence on each Lot by the Declarant or its assigns a sum equal to at least two months assessment for each Lot shall be collected from the Purchaser and transferred to the Association to be held as a working capital fund. The purpose of said fund is to ensure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Maintenance of Clusterhome and Townhouse Lots. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Clusterhome or Townhouse Lot which is subject to assessment hereunder, as follows: paint and/or stain the exterior, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), landscaping and other exterior improvements installed by Declarant or Association, provided that each Owner shall be responsible for watering grass and shrubbery

located in his Lot. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Clusterhome or Townhouse 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 Clusterhome or Townhouse 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 undertake any required maintenance and add the cost thereof to the assessment against such Owner's Clusterhome or Townhouse Lot. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future Members of the Association, the Declarant wishes to make it known that due to differing amounts of exposure to the elements and other factors, some Clusterhomes and Townhouses may require more maintenance than others and that it is in the best interests of the entire Association that all Clusterhomes and Townhouses be properly maintained and that the Association shall be required to provide such maintenance provided for herein and make a uniform rate of charge for Clusterhome and Townhouse Owners without regard to the actual cost of maintenance of each Clusterhome or Townhouse.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guest, or invitees, contract sellers, tenants or an independent contractor of the Owner, the cost of such maintenance or repairs shall be added to and become a part of the assessment levied against such Lot. The Association is hereby granted an easement right of access to go upon any Townhouse or Clusterhome Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder. If an Owner installs a fence or otherwise prevents access for maintenance of Townhouse or Clusterhome Lots, the Association shall have no obligation to maintain such Lot.

Section 2. Maintenance of Single Family Detached Lots. The Owner of each single family detached lot shall maintain the grounds and improvements situated on his Lot, including, but not limited to, plantings, landscaping and lawns, in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon any Owner's failure to do so, the Association may, after giving such Owner ten (10) days' written notice sent to his last known address, have the grass, weeds, shrubs and vegetation cut and maintained when and as often as same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and may have any portion of such Lot resodded or landscaped. All expenses incurred by the Association for such work shall be immediately due and owing from the then-Owner of the Lot on which the work was done and shall

constitute an assessment against such Lot and the personal obligation of the Owner, collectable in a lump sum, and shall be a lien and charge against such Lot and the personal obligation of the Owner of such Lot."

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Clusterhome or Townhouses upon the Properties and placed on the dividing line between the Clusterhome or Townhouse Lots and all reconstruction or extensions of such 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 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 of a Clusterhome or Townhouse shall have a perpetual easement and right of entry upon the Lot of another Owner to the extent reasonably necessary to perform repair, maintenance or reconstruction for a party wall. Such repair, maintenance or reconstruction 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 provisions of this Article, an Owner who, by his negligent or willful act or omission, 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 Contribute 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, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article VII, request of the adjoining property Owner or property

Owners 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. In the event a Property Owner refuses or neglects to do so, it shall be deemed a waiver of such Owner's right to contribution from the Owner who requested such certificate and his successors and assigns.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina relating to arbitration as then existing.

ARTICLE VIII

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 made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee composed of three (3) or more representatives appointed by the Declarant or its assigns. In the event said Declarant or its designated

assigns 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 IX

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If the Declarant should acquire and decide to develop additional property not within the boundaries of the tract described in Exhibit B attached hereto, such land may be annexed by the Declarant the manner provided in Article I and this Article IX of the Declaration without the consent of Members, provided that the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan heretofore provided to them. The consent of the City of Raleigh shall be required to determine that the annexation is in accordance with the general development plan for Windsor Forest. Otherwise, the annexation of additional property not within the boundaries of the tract described in Exhibit B attached hereto shall require the assent of three-fourths (3/4) of the Class A membership and three-fourths (3/4) of the Class B membership, if any, at a meeting duly called for this purpose. In the event that three-fourths (3/4) of the Class A membership or three-fourths (3/4) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat. All annexations of property not within the boundaries

of the tract described in Exhibit B must contain a minimum of five (5) acres, be contiguous to the Properties and be approved by the City of Raleigh.

Section 2. If prior to March 1, 1995 the Declarant should develop additional land within the property described in Exhibit B, such land may be annexed by the Declarant in the manner provided in Article I without the consent of Members provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore provided by them. The consent of the City of Raleigh shall be required to determine that the annexation is in accordance with the general development plan for Windsor Forest. The annexation must be contiguous to the properties previously annexed and contain a minimum of five (5) acres.

Section 3. Annexation shall be accomplished by recording the Wake County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 1 or 2 above (and by the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of the Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be

necessary to accomplish the annexation except the City of Raleigh if required by its ordinances.

Section 4. Prior to the conveyance of the first Lot in any newly annexed area, the Declarant shall deliver to the Association one or more deeds conveying fee simple title to all Common Area within the lands annexed free and clear of all encumbrances and liens except utility, storm drainage and greenway easements.

ARTICLE X

INSURANCE

Section 1. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies covering the Common Areas, and if applicable, Clusterhome and Townhouse Lots, shall be purchased by the Association for the benefit of the Association and, if applicable, for the Owners of Clusterhome or Townhouse Lots and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of insurance to the mortgagees of Clusterhome and Townhouse Owners for Lots owned. In the event hazard insurance policies are purchased by the Association for Clusterhome and Townhouse Lots out of assessments paid by Clusterhome and Townhouse Lot Owners. Clusterhome and Townhouse 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.

(b) Coverage. All buildings and improvements upon the Common Area and all personal property included in the Common Area and, if applicable, all Clusterhome and Townhouse Lots, 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 covered by the standard extended coverage endorsement,

(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.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence insuring the Association and its owners. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions in Article V above; provided, however, that premiums on account of hazard insurance coverage for individual Clusterhome and

Townhouse Lots shall be apportioned to the individual Owners according to the amounts of the coverage required.

(e) 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 as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Common Areas and facilities shall be held for the Association.

(ii) Proceeds on account of damage to Clusterhomes and Townhouses shall be held in undivided shares for the Owners of the Lots of the damaged Clusterhomes and Townhouses in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(iii) In the event a certificate of insurance has been issued for any Clusterhome or Townhouse Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance

trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

ARTICLE XI

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, amend, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Clusterhome and Townhouse Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Use of Properties. No portion of the Properties except, to the extent permitted by the Raleigh City Code, for temporary offices and/or models used by or with the consent of the Declarant. shall be used except for residential purposes and for purposes incidental or accessory thereto. No commercial or business activity or trade of any kind, including, but not limited to, professional office, fraternity house,, rooming house or gift shop, shall be carried upon any Lot.

Section 3. Quiet Enjoyment. No noxious 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. Lot and/or Dwelling Specifications and Minimum Setbacks. Minimum setback requirements shall be set by Declarant to conform with the requirements of the applicable City of Raleigh Zoning Ordinance. Minimum square footage requirements for dwellings and/or lots shall be set by Declarant to conform with the applicable City of Raleigh Zoning Ordinance. No lot shall be re-subdivided in such a manner that will result in their being more than the number of lots shown on the applicable recorded plat.

Section 6. Outbuildings. No tent, trailer, shack, barn, or other building shall be placed or erected on any Lot. Notwithstanding the foregoing detached garages and other outbuildings incidental to residential use of a Lot may be erected upon prior written approval of the Architectural Committee as to location and design.

Section 7. Parking. Adequate off street parking shall be provided for each detached residence lot owner. Members and guests shall not park on any street. Clusterhome and Townhouse parking shall be provided in accordance with Section 4 of Article III of this Declaration.

ARTICLE XII

EASEMENTS

Section 1. Declarant / Association Easements. All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by his predecessors in title prior to the conveyance of the individual lots to Owners and the Common Area to the Association. 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. In addition, there is hereby reserved in the

Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements and development of the Properties.

Section 2. Easements for Encroachments. All Lots shall be subject to easements for the encroachments of initial improvements constructed on adjacent Lots to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and downspouts and walls.

Section 3. Governmental and Public Utility Access Easements. An easement is hereby established over the Common Area and facilities located thereon for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

Section 4. Owner's Right of Entry for Repair. If any dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his dwelling. Such repair, maintenance or reconstruction 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. Greenway - City of Raleigh Approval.

Notwithstanding any other provisions of this Declaration the Association, Owners, Members, Tenants of Members, Member's guests or invitees, families of Members, Contract Sellers and independent contractors of members shall not, within the greenway areas dedicated to the City of Raleigh without the prior written consent of the City of Raleigh:

- (a) Remove any trees or vegetation;
- (b) Erect gates, fences or other structures;
- (c) Place any garbage receptacles;
- (d) Fill or excavate;
- (e) Plant vegetation or otherwise restrict or interfere with the use, maintenance and preservation of said greenway in its natural state, including without limitation, recreational pursuits such as walking, bicycling and other similar activities by the general public.

It is understood and agreed that within this greenway area, the City of Raleigh may erect trails, trail markers, place litter receptacles, and other convenience facilities and adopt and amend regulations concerning the use of the greenway (including without limitation hours of operation), which shall be equally applicable to the general public and the Owners. The Association may adopt such other regulations governing the use of the greenway, not

inconsistent with those adopted by the City, and may enter into such agreements with the City of Raleigh as is deemed appropriate to insure the maintenance and upkeep of the greenway in its natural state, free of litter and unsightly debris.

ARTICLE XIII

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 provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by not less than seventy-five (75%) percent of the Lot Owners. Amendments shall not become effective until approved

by the City Attorney of the City of Raleigh or until he, after 20 days notice fails to comment on the amendment, and, if required by Section 6 of this Article XIII, by the Federal Housing Administration or Veterans Administration, and is recorded in the Wake County Registry.

Section 4. Certification of Approval of Amendment by the Association. If any amendment to this Declaration is executed pursuant to Section 3 of this Article XIII, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined).

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS OF WINDSOR FOREST
HOMEOWNERS ASSOCIATION, INC.

WINDSOR FOREST HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Attest:

Secretary

Section 5. Management and Contract Rights of Association.

Declarant may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer or management by Declarant to the Association.

Section 6. 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, mortgaging of Common Area, dedication of Common Area, deeding of Common Area to persons other than the Association, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon written request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy, (i) receive a copy of any proposed amendment to this

Declaration at least thirty (30) days prior to recording of such Amendment.

Section 8. Rights of Noteholders. (a) Any institutional holder of a first mortgage on a Unit or Lot will, upon written request and payment of such reasonable expenses as may be determined by the Board of Directors, be entitled to:

- (i) Inspect the books and records of the Association during normal business hours;
- (ii) Receive an annual audited financial statement of the Association within one hundred twenty (120) days following the end of its fiscal year;
- (iii) Receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings;
- (iv) Receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- (v) Receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage;
- (vi) Receive written notice of a lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Association;
- (vii) Receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders;

iii) Be furnished with a copy of the master insurance policy; and

x) Receive a copy of any Supplementary Declaration which contains additions, provisions or modifications to the declaration pursuant to the provisions of Section 2 of Article II or Section 2 of this Article VIII, thirty (30) days prior to the recording of such Supplementary declaration.

) With the prior written consent of not less than two-thirds (2/3) of Institutional Lenders, the Association may

) Abandon, partition, subdivide, encumber, sell or transfer real estate or improvements which are owned by the Association for the benefit of the Members.

ii) Alter or amend the method of determining assessments that may be levied against an Owner.

iii) Waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any building, fence, wall or other structure upon the properties, the exterior maintenance of lots, the maintenance of party walls or common fences and driveways within the properties or the upkeep of lawns and plantings within the properties.

iv) Use hazard insurance proceeds for losses to improvements located on Association property for other than

the repair, replacement or reconstruction of such improvements.

ARTICLE XIV

ELECTRICAL SERVICE

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

ARTICLE XV

SEWER SYSTEM

1. Declarant shall construct the waste water collection system, and waste water treatment and/or disposal facilities in accordance with the permit and plans and specifications hereinafter issued and approved by the North Carolina Environmental Management Commission, and shall thereafter properly operate and maintain such systems and facilities in accordance with applicable permit provisions and law. In no event will the Declarant transfer ownership of the waste water collection system, or the waste water treatment and/or disposal facilities to any third party until it has been inspected and a permit issued to said third party by the North Carolina Environmental Management Commission. If the Declarant transfers ownership of the waste water collection system or the waste water treatment and/or disposal facilities to any third party, said third party shall maintain the waste water collection system located outside public streets, city of Raleigh sanitary sewer easements, and/or lots, and said third party shall maintain the waste water treatment and/or disposal facility together with its related force main. The Association shall not be required to pay or contribute any costs toward the maintenance, repair or replacement of the waste water collection system or the waste water treatment and/or disposal facility; however, it is contemplated that the storm water impoundments which are planned for the Windsor Forest Subdivision will be conveyed to the

Association as part of the Common Area and that the Association may have expenses for maintaining the impoundment areas, which would be a Common Expense shared equally by the Class A members.

2. If a waste water collection system or waste water treatment and/or disposal facility provided by any city, town, village, county, water and sewer authorities, or other unit of government shall hereinafter become available to serve the Windsor Forest, the owner of the waste water collection system, and the waste water treatment and/or disposal facilities or any portion thereof, serving Windsor Forest, shall take such action as is necessary to cause the existing and future waste waters of the properties to be accepted and discharged into said governmental systems; and shall convey or transfer as much of the waste water collection system and waste water treatment and/or disposal facilities and such necessary easements as the governmental unit may require as a condition of accepting the waste water.

ARTICLE XVI

Private Streets: Non-Liability of the City of Raleigh

In no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police or other public service to the Properties, any Lots or their Owners or occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, Association, Owners or occupants of any Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its General Partners this ____ day of _____, 1988..

Greenview Properties, Inc.,
a North Carolina Corporation

By: _____
President

(Corporate Seal)

Attest:

Secretary

The Crosland Group, Inc.,
a North Carolina corporation,
successor by name change to
Crosland Enterprises, Inc.

By: _____
President

(Corporate Seal)

Attest:

Secretary

City Attorney of Raleigh

By: W. J. Bohm

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of Greenview Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this the _____ day of _____, 1988.

My Commission Expires: _____
(SEAL) _____ Notary Public

STATE OF N.C.
COUNTY OF mecklenburg

I, a Notary Public of the County and State aforesaid, certify that MAUREEN Floyd personally came before me this day and acknowledged that 5 he is Div. Asst. Secretary of The Crosland Group, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal and attested by MAUREEN Floyd as its Div. Asst. Secretary. Witness my hand and official stamp or seal, this the 30th day of MARCH, 1988.

My Commission Expires: 10-29-91
(SEAL) _____ Carol J. Brink
Notary Public

STATE OF North Carolina
 COUNTY OF Wake

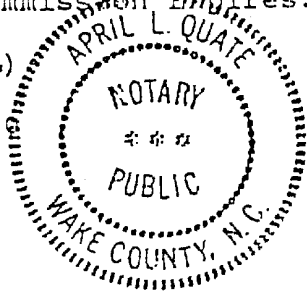
I, a Notary Public of the County and State aforesaid, certify that Tracy E. Fournier, City Attorney of Raleigh, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 30th day of March, 1988.

My Commission Expires: 9-29-92

April L. Quate
 Notary Public

(SEAL)

A:HO.



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its General Partners this ____ day of _____, 1988.

Greenview Properties, Inc.,
a North Carolina Corporation

By: _____
President

(Corporate Seal)

Attest:

Secretary

The Crosland Group, Inc.,
a North Carolina corporation,
successor by name change to
Crosland Enterprises, Inc.

By: Douglas Z. Barn
VICS President

(Corporate Seal)

Attest:

William M. Hays
DIV. ASST Secretary

City Attorney of Raleigh

By: _____

GREENVIEW PROPERTIES, INC.,
a North Carolina corporation

By: *Paul E. Muller*
President

(Corporate Seal)

Attest:

Eugene Hill
Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

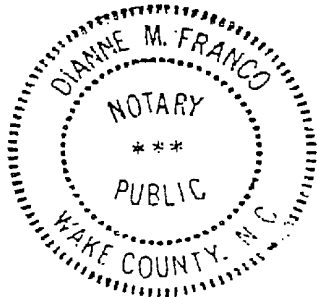
I, a Notary Public of the County and State aforesaid, certify that EUGENE HILL, personally came before me this day and acknowledged that he is Secretary of Greenview Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Him President, sealed with its corporate seal and attested by Him as its Secretary. Witness my hand and official stamp or seal, this the 30th day of March, 1988.

My Commission Expires: 5/1/90

Dianne M. Franco
Notary Public

(SEAL)

A:L3.4



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

April L. Quake

Carol J. Baker

Notary(ies) Public is

Dianne M. Franco
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time

use book and page shown on the first page hereof

WENDELL C. WILKINS, Register of Deeds

Exhibit A

WINDSOR FOREST SUBDIVISION,
PHASE I

BEGINNING at a P.K. Nail in the centerline of the 60-foot right-of-way of Durant Road (S.R. 2006), said P.K. Nail being located North 64 degrees 03 minutes 17 seconds West 303.73 feet and North 63 degrees 43 minutes 38 seconds West 22.16 feet from a P.K. Nail set at the intersection of the centerline of said Durant Road with the centerline of Seaboard Coastline Railroad; leaving the centerline of Durant Road and thence running South 26 degrees 16 minutes 22 seconds West, a distance of 155.00 feet to an existing iron stake; running thence South 30 degrees 06 minutes 50 seconds West, a distance of 318.59 feet to an existing iron stake; running thence in a southerly direction along and with the arc of a circular curve to the right having a radius of 742.383 feet and an arc distance of 463.685 feet (chord bearing and distance: South 46 degrees 16 minutes 25 seconds West, 456.185 feet) to an existing iron stake; running thence in a southwesterly along and with the arc of a circular curve to the right having a radius of 402.823 feet and an arc distance of 68.945 feet to a point, said point being the POINT AND PLACE OF BEGINNING of this Phase I of Windsor Forest Subdivision and from said POINT AND PLACE OF BEGINNING, the following courses and distances:

South 05 degrees 44 minutes 21 seconds West 79.79 feet; South 19 degrees 47 minutes 26 seconds West 121.73 feet; South 24 degrees 42 minutes 15 seconds East 335.70 feet; South 65 degrees 24 minutes 00 seconds East 146.63 feet; South 28 degrees 00 minutes West 300 feet; South 62 degrees 00 minutes 00 seconds East 20 feet; South 28 degrees 00 minutes 00 seconds West 224.50 feet; North 62 degrees 00 minutes 00 seconds West 50 feet; South 28 degrees 00 minutes 00 seconds West 312.33 feet; South 76 degrees 46 minutes 15 seconds West 216.94 feet; South 73 degrees 33 minutes West 221.32 feet; South 78 degrees 17 minutes West 153.38 feet; North 11 degrees 51 minutes 53 seconds East 415.03 feet; North 37 degrees 16 minutes 44 seconds East 19.65 feet; North 6 degrees 11 minutes 13 seconds West 91.03 feet; North 87 degrees 34 minutes 23 seconds East 26.13 feet; South 88 degrees 40 minutes 25 seconds East 28.04 feet; North 00 degrees 02 minutes 57 seconds West 30.01 feet; North 88 degrees 40 minutes 25 seconds West 16.56 feet; North 32 degrees 32 minutes 55 seconds West 85.89 feet to an existing iron pipe, said existing iron pipe being located at the southeast corner of the property designated "Lassiten Heirs" as shown on Book of Maps 1987, Page 1317, Wake County Registry; thence from said existing iron pipe North 03 degrees 03 minutes 47 seconds East 426.91 feet to an existing iron pipe; thence North 11 degrees 50 minutes 22 seconds

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West 68.77 feet; thence North 7 degrees 26 minutes 53 seconds East 129.26 feet; thence North 42 degrees 36 minutes 30 seconds East 207.41 feet; thence North 36 degrees 34 minutes 46 seconds East 100.27 feet; running thence in a southeasterly direction along and with the arc of a circular curve to the left, having a radius of 1,245.80 feet and an arc distance of 250.03 feet to an existing iron stake; running thence in a northeasterly direction along and with the arc of a circular curve to the left having a radius of 402.823 feet and an arc distance of 239.23 feet to the POINT AND PLACE OF BEGINNING and being all of Phase I of the Windsor Forest Subdivision. This tract is a 21.84 acre portion of the property shown on a survey prepared by Rivers and Associates, Inc., dated July 30, 1987, entitled "Property of Raleigh Properties, Windsor Forest" recorded in Book of Maps 1987, Page 1317 of the Wake County Registry.

A:K4.0

Exhibit B

Tract 1: Windsor Forest Subdivision

BEGINNING at an existing iron pipe located at the intersection of the centerline of the 60-foot right-of-way of Durant Road (NCSR 2006) with the western right-of-way line of the 140 foot right-of-way Seaboard Coastline Railroad and from said POINT AND PLACE OF BEGINNING the following courses and distances: South 28 degrees 00 minutes 00 seconds West 1,357.56 feet to an existing iron pipe; thence North 62 degrees 00 minutes 00 seconds West 20.00 feet to an existing iron pipe; thence South 28 degrees 00 minutes 00 seconds West 300.00 feet to an existing iron pipe; thence South 62 degrees 00 minutes 00 seconds East 20.00 feet to an existing iron pipe; thence South 28 degrees 00 minutes 00 seconds West 224.50 feet to an existing iron pipe; thence North 62 degrees 00 minutes 00 seconds West 50.00 feet to an existing iron pipe; thence South 28 degrees 00 minutes 00 seconds West 1,241.55 feet to an existing iron pipe; thence North 26 degrees 15 minutes 21 seconds West 772.76 feet to an existing iron pipe; thence North 11 degrees 35 minutes 27 seconds East 808.16 feet to an existing iron pipe; thence North 11 degrees 33 minutes 15 seconds East 175.90 feet to an existing iron pipe; thence North 41 degrees 41 minutes 20 seconds East 320.11 feet to an existing iron pipe; thence South 80 degrees 20 minutes 35 seconds East 18.89 feet to an existing iron pipe; thence North 32 degrees 24 minutes 20 seconds West 13.06 feet to an existing iron pipe; thence North 21 degrees 27 minutes 20 seconds West 41.27 feet to an existing iron pipe; thence South 67 degrees 00 minutes 32 seconds East 40.85 feet to an existing iron pipe; thence North 07 degrees 48 minutes 50 seconds East 44.33 feet to an existing iron pipe; thence North 87 degrees 04 minutes 00 seconds East 258.97 feet to an existing iron pipe; thence North 03 degrees 03 minutes 47 seconds East 426.91 feet to an existing iron pipe; thence North 85 degrees 57 minutes 16 seconds West 377.17 feet to an existing iron pipe; thence North 00 degrees 44 minutes 25 seconds East 44.78 feet to an existing iron pipe; thence North 56 degrees 19 minutes 56 seconds West 93.21 feet to an existing iron pipe; thence North 20 degrees 35 minutes 42 seconds West 134.21 feet to an existing iron pipe; thence North 22 degrees 03 minutes 04 seconds West 73.97 feet to an existing iron pipe; thence North 61 degrees 32 minutes 18 seconds West 82.58 feet to an existing iron pipe; thence North 51 degrees 21 minutes 51 seconds West 82.13 feet to an existing iron pipe; thence South 51 degrees 09 minutes 06 seconds West 40.63 feet to an existing iron pipe; thence South 83 degrees 45 minutes 56 seconds West 61.74 feet to an existing iron pipe; thence South 55 degrees 20 minutes 00 seconds West 114.68 feet to an existing iron pipe; thence South 19 degrees 00 minutes 51 seconds West 27.44 feet to an existing iron pipe; thence North 69 degrees 11 minutes 51 seconds West 62.87 feet to

an existing iron pipe; thence North 08 degrees 49 minutes 45 seconds East 42.29 feet to an existing iron pipe; thence North 09 degrees 44 minutes 49 seconds West 184.75 feet to an existing iron pipe; thence North 15 degrees 21 minutes 48 seconds East 64.22 feet to an existing iron pipe; thence North 32 degrees 57 minutes 00 seconds West 106.86 feet to an existing iron pipe; thence North 20 degrees 32 minutes 12 seconds West 49.83 feet to an existing iron pipe; thence North 36 degrees 44 minutes 16 seconds West 28.72 feet to an existing iron pipe; thence South 88 degrees 06 minutes 37 seconds West 66.53 feet to an existing iron pipe; thence North 84 degrees 11 minutes 21 seconds West 88.71 feet to an existing iron pipe; thence North 36 degrees 58 minutes 59 seconds West 50.14 feet to an existing iron pipe; thence North 53 degrees 54 minutes 49 seconds West 36.39 feet to an existing iron pipe; thence South 64 degrees 00 minutes 23 seconds West 27.04 feet to an existing iron pipe; thence North 66 degrees 41 minutes 32 seconds West 85.28 feet to an existing iron pipe; thence North 22 degrees 06 minutes 21 seconds East 104.62 feet to an existing iron pipe; thence South 71 degrees 47 minutes 36 seconds East 280.21 feet to an existing iron pipe; thence North 65 degrees 00 minutes 00 seconds East 58 feet to an existing iron pipe; thence South 28 degrees 05 minutes 19 seconds East 391.91 feet to an existing iron pipe; thence South 74 degrees 08 minutes 23 seconds East 145.61 feet to an existing iron pipe; thence North 60 degrees 51 minutes 40 seconds East 129.67 feet to an existing iron pipe; thence South 39 degrees 00 minutes 00 seconds East 165.00 feet to an existing iron pipe; thence North 89 degrees 52 minutes 47 seconds East 132.34 feet to an existing iron pipe; thence North 82 degrees 26 minutes 46 seconds East 69.09 feet to an existing iron pipe; thence North 60 degrees 25 minutes 00 seconds East 98.67 feet to an existing iron pipe; thence North 33 degrees 50 minutes 38 seconds East 170.74 feet to an existing iron pipe; thence South 49 degrees 40 minutes 00 seconds East 86.70 feet to an existing iron pipe; running thence in a southeasterly direction in a circular curve to the left having a radius of 1,245.80 feet and an arc distance of 485.604 feet (chord bearing and distance South 60 degrees 50 minutes 00 seconds East 482.536 feet) to an existing iron stake; thence running in a northeasterly direction along and with the arc of a circular curve to the left having a radius of 402.823 feet, an arc distance of 303.175 feet (chord bearing and distance of North 86 degrees 05 minutes 00 seconds East 300.71 feet) to an existing iron pipe; thence running in a northeasterly direction along and with the arc of a circular curve to the left having a radius of 742.383 feet and an arc distance of 463.685 feet (chord bearing and distance of North 46 degrees 16 minutes 25 seconds East 456.185 feet) to an existing iron pipe; running thence North 30 degrees 06 minutes 50 seconds East 318.59 feet to an existing iron pipe; thence North 26 degrees 16 minutes 22 seconds East 155.00 feet to an existing iron pipe located in the centerline of the 60-foot right-of-way of Durant Road; running thence along and

with the centerline of Durant Road South 63 degrees 43 minutes 38 seconds East 22.16 feet to an existing iron pipe; thence running South 64 degrees 03 minutes 17 seconds East 263.70 feet to the POINT AND PLACE OF BEGINNING and being all of that 62.57 acre tract shown on survey entitled, "Property of Raleigh Properties, Windsor Forest", prepared by Rivers and Associates, dated July 30, 1987, recorded in Book of Maps 1987, Page 1317 of the Wake County Registry.

SAVE AND EXCEPT the following described parcel:

BEGINNING at the southeast corner of that certain 62.57 acre tract shown on survey entitled, "Property of Raleigh Properties Windsor Forest" prepared by Rivers and Associates, dated July 30, 1987, recorded in Book of Maps 1987, Page 317 of the Wake County Registry and from said point of Beginning, North 86 degrees 15 minutes 21 seconds West 772.76 feet to an existing iron pipe; running thence North 11 degrees 35 minutes 27 seconds East 803.16 feet to a point; running thence South 78 degrees 17 minutes East 635.78 feet to a point; running thence North 73 degrees 33 minutes East 221.32 feet to a point; running thence North 76 degrees 46 minutes 15 seconds East 216.94 feet to a point; running thence South 28 degrees 00 minutes 00 seconds West 929.22 feet to the point and place of BEGINNING, containing 15.59 acres more or less.

TRACT 2 : WINDSOR FOREST SUBDIVISION

BEGINNING at a P.K. Nail in the centerline of the 60-foot right-of-way of Durant Road (S.R. 2006), said P.K. Nail being located North 64°03'17" West a 303.73 feet and North 63°43'38" West 22.16 feet from a P.K. Nail set at the intersection of the centerline of said Durant Road with the centerline of Seaboard Coastline Railroad; leaving the centerline of Durant Road and running thence South 26°16'22" West a distance of 155.00 feet to an existing iron stake; running thence South 30°06'50" West a distance of 318.59 feet to an existing iron stake; running thence in a southerly direction along and with the arc of a circular curve to the right having a radius of 742.383 feet and an arc distance of 463.685 feet (chord bearing and distance: South 46°16'25" West, 456.185 feet) to an existing iron stake; running thence in a southwesterly direction along and with the arc of a circular curve to the right having a radius of 402.823 feet and an arc distance of 308.175 feet (chord bearing and distance: South 86°05'00" West, 300.71 feet) to an existing iron stake; running thence in a westerly direction along and with the arc of a circular curve to the right having a radius of 1245.80 feet and an arc distance of 485.504 feet (chord bearing and distance: North 60°30'00" West, 482.536 feet) to an existing iron stake; running thence North 49°40'00" West a distance of 86.70 feet to an existing iron stake; running thence South 33°50'38" West a distance of 170.74 feet to an existing iron stake; running thence

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pipe; running thence South 82°28'46" West a distance of 69.03 feet to an existing iron stake; running thence South 89°33'47" West a distance of 112.34 feet to an existing iron stake; running thence North 39°00'01" West a distance of 165.00 feet to an existing iron stake; running thence South 60°51'40" West a distance of 129.67 feet to an existing stake; running thence North 74°08'23" West a distance of 143.51 feet to an existing iron stake; running thence North 28°05'19" West a distance of 391.91 feet to an existing iron stake; running thence South 65°00' West a distance of 58.00 feet to an existing iron stake; running thence North 71°47'36" West a distance of 280.21 feet to an existing iron stake in the eastern line of the 60' right-of-way of a private road named Camp Durant Road as shown on the hereinafter described plat; running thence along and with the eastern right-of-way line of Camp Durant Road North 22°06'21" East a distance of 1423.55 feet to an existing iron stake; continuing along and with the eastern right-of-way line of Camp Durant Road North 22°06'21" East a distance of 45.46 feet to a P.K. Nail in the centerline of Durant Road (S.R. 2005);

running thence along and with the centerline of said Durant Road the following courses and distances: South 59° 45'58" East a distance of 69.62 feet to a P.K. Nail; South 59°16'29" East a distance of 106.05 feet to a P.K. Nail; South 51°27'17" East a distance of 99.19 feet to a P.K. Nail; South 44°50'46" East a distance of 101.31 feet to a P.K. Nail; running thence South 43°55'08" East a distance of 314.13 feet to a P.K. Nail; South 44°43'06" East a distance of 102.01 feet to a P.K. Nail; South 46°40'34" East a distance of 101.47 feet to a P.K. Nail; South 47°44'21" East a distance of 125.96 feet to a P.K. Nail; South 49°09'00" East a distance of 104.61 feet to a P.K. Nail; South 56°32'49" East a distance of 101.73 feet to a P.K. Nail; South 70°20'00" East a distance of 103.96 feet to a P.K. Nail; South 77°10'41" East a distance of 103.05 feet to a P.K. Nail; South 77°39'40" East a distance of 103.19 feet to a P.K. Nail; South 74°09'27" East a distance of 102.97 feet to a P.K. Nail; South 69°45'09" East a distance of 82.86 feet to a P.K. Nail; South 66°36'25" East a distance of 200.62 feet to a P.K. Nail; South 66°14'31" East a distance of 103.65 feet to a P.K. Nail; South 66°52'30" East a distance of 99.94 feet to a P.K. Nail; South 64°31'11" East a distance of 97.36 feet to a P.K. Nail; South 63°43'38" East a distance of 195.00 feet to the POINT AND PLACE OF

BEGINNING, and being that 61.348 acres (total) shown on a survey prepared by Rivers and Associates, Inc., dated January 16, 1987, entitled "PROPERTY OF RALEIGH PROPERTIES, BOUNDARY SURVEY FOR LOTS 1 - 183, WINDSOR FOREST SUBDIVISION, NEUSE RIVER TOWNSHIP", recorded in Map Book 1987 at Page 104, which plat is incorporated herein and made a part hereof for further reference.

(Tract 1 and 2 of this Exhibit B have a total acreage of 108.328 acres)

NORTH CAROLINA

WAKE COUNTY

000092

PRESENTED
FOR RESTRICTIVE COVENANTS
REGISTRATION FOR
WINDSOR FOREST SUBDIVISION
89 MAR 27 AM 11:11

KENNETH C. WILKINS

KNOW ALL MEN BY THESE PRESENTS, that ~~THE~~ CROSLAND GROUP, INC., a North Carolina corporation (hereinafter the "Declarant"), and CENTEX REAL ESTATE CORPORATION, a Nevada corporation, d/b/a JOHN CROSLAND COMPANY (hereinafter the "Builder"), do hereby covenant and agree with all persons, firms and corporations hereafter acquiring any of the property described as follows:

Lying and being in in Neuse River Township, Wake County, North Carolina, and being all of Lots 109 through 164, inclusive, of WINDSOR FOREST SUBDIVISION, as same are shown on a plat entitled "Windsor Forest, Phase I, Section One, Lots 109-164", prepared by Rivers And Associates, Inc., dated September 16, 1988, and recorded in Book of Maps 1988 at Page 1438-1439 in the Wake County Public Registry (hereinafter the "Lots");

that all of said Lots are hereby subjected to the following restrictive covenants as to the use thereof, which restrictive covenants shall run with the property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than two (2) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street or to common area.
2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1200 square feet.
3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the aforementioned recorded plat of Windsor Forest. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.
4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh City Code and must be approved as provided in Paragraph 17 of these Restrictive Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots or to any fence installed by the Declarant at any entrance to the subdivision or along Durant Road.
5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.
6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e. garage, driveway, carport or parking pad. No unenclosed vehicle parking shall be constructed or maintained on any Lot except a paved driveway and a paved parking pad for not more than two (2) vehicles. Any driveway or parking pad constructed upon a Lot shall have either an asphaltic surface, a cement concrete surface, or brick or concrete pavers.

DRAWN BY & SEAL I-J
PERRY, PATRICK, FARMER & MICHAUX
P.O. BOX 30158
RALEIGH, NC 27622-0158

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), commercial vehicle of any kind, or boat or boat trailer shall be parked on any street within the subdivision, nor shall any such vehicle be parked or kept on any Lot except that any such vehicle can be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle cannot be seen from any street within the subdivision, the common area or any other Lot. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any street within the subdivision, the common area, or any other Lot, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. 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.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant or Builder to advertise Lots for sale during the construction and sales period, one sign of not more than six (6) square feet advertising the property for sale or rent, and signs of not more than six (6) 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.

10. ANTENNAS; SATELLITE DISHES. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall free-standing transmission or receiving towers or discs be erected or maintained on any Lot. Notwithstanding anything herein to the contrary, a satellite dish or disc or other receipt device may be installed on any Lot if such device is completely contained within the residence constructed on said Lot or within an approved out-building, and further provided that such device is not visible from any street, the common area or any other Lot within the subdivision.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially-completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

13. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

14. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in the garage or behind the house in such a manner as not to be visible from the street upon which the house 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 an appropriate storage location the night of the scheduled pickup.

15. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

16. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Board of Directors or its designated committee, provided that this provision shall be deemed applicable only to Lots which have been occupied pursuant to a certificate of occupancy or other similar instrument issued by the appropriate governmental entity.

17. ARCHITECTURAL CONTROL. After occupancy of a residence on any Lot pursuant to a certificate of occupancy or other similar instrument issued by the appropriate governmental entity, no building, fence, wall, driveway, mailbox or other structure shall be commenced, erected, maintained or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, 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 Declarant or by an architectural committee composed of three (3) or more persons appointed by the Declarant, provided, however, that after control of the Windsor Forest Homeowners Association, Inc., passes to the homeowners within Windsor Forest, i.e., the homeowners are able to elect a majority of the Board of Directors, the authority herein reserved shall become vested in the Board of Directors of the Association. (The Declarant, the Board of Directors and/or the architectural committee appointed by either, as appropriate, are hereinafter in this Paragraph 17 individually and collectively referred to as the "Architectural Committee"). Prior to commencement of construction of the initial improvements on each lot, the review and approval of the plans and specifications set out herein shall be by the Declarant. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, the plans and specifications shall be deemed to have been approved as submitted. The Architectural Committee may retain the services of a registered architect or engineer to

review plans and specifications submitted pursuant to this Paragraph, and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development. Any approval of plans and specifications by the Architectural Committee shall not constitute or be construed as an approval by the Declarant or the Association of the structural stability, design or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

18. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements situated on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon the owner's failure to do so, the Association may, at its option, after approval by a majority vote of the Board of Directors, and after giving the owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses incurred by the Association for such work shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then-owner of such Lot.

Upon an owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance of such structure in a reasonable and workmanlike manner. The cost of any work performed by the Association upon the owner's failure to do so shall be immediately due and owing from the then-owner of the Lot on which the work was performed and shall constitute an assessment against the Lot and the personal obligation of such owner, collectable in a lump sum, and secured by the lien against the Lot as herein provided.

19. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities, drainage facilities and storm water impoundment areas are reserved as shown on the recorded plat. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

20. FENCE, BERM, LANDSCAPE, SIGNAGE AND SIGHT EASEMENTS.

The Declarant, the Association, and their successors and assigns, shall have an easement over that portion of Lots 115, 116, 117, 119, 120, 121, 122, 123, 124 and 125 adjacent to Durant Road shown and designated as "30' LANDSCAPE EASEMENT" on the recorded maps for Windsor Forest, Phase I, Section One. This easement shall be for the purpose of installing and maintaining a berm, landscaping, fences and signage located within the easement area. No fence, structure, driveway, planting, swing or other object shall be permitted in such area, other than those installed by Declarant, without the prior written approval of Declarant, or, after Declarant no longer controls the Association, of the Association, provided, however, that the owners of Lots 115, 116, 117, 119, 120, 121, 122, 123, 124 and 125 may, without the consent of the Declarant or the Association, plant flowers, shrubs, trees, vegetables and other vegetation on the house side of the berm installed by Declarant, i.e., on the side away from Durant Road, provided that no such planting shall in any way interfere with any grading, landscaping or planting constructed or installed by Declarant or the Association, and further provided that no planting, landscaping or other improvement constructed or installed in such easement by Declarant or the Association shall be removed or disturbed in any way without the prior written consent of the Declarant or the Association.

The Declarant, Association, and their successors and assigns, shall have an easement over those triangular portions of Lots 116 and 117 at the intersection of Durant Road and Hawksmoor Drive shown and designated as "10' x 70' SIGHT EASEMENT" on the recorded maps for Windsor Forest, Phase I, Section One. This easement shall be for the purpose of ensuring a line of sight for automobiles traveling on Durant Road and Hawksmoor Drive. No fence, structure, driveway, planting, swing or other object shall be permitted in such area, other than those installed by Declarant, without the prior written approval of the Declarant or, after Declarant no longer controls the Association, of the Association.

The Declarant, the Association, and their successors and assigns, shall at all times have the right of access for its employees, agents, subcontractors for the purpose of installing, maintaining, repairing and replacing the fences and for the purpose of landscaping, planting, mowing and maintaining the area within each of the foregoing easements.

21. STREET LIGHTING. Declarant reserves the right to subject the real property in Windsor Forest to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company of each residential customer.

22. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

23. UNINTENTIONAL VIOLATIONS. Declarant reserves the right, but shall not be obligated, to waive any violation of the designated and approved building setback lines on any Lot, provided that such violation does not exceed 20% of the applicable requirements and the violation thereof was unintentional, and further provided that no such waiver shall be granted unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh City Code or a variance has been obtained for such violation and further provided that no such waiver shall be effective unless it is in writing, signed by the Declarant, and recorded in the Wake County Public Registry.

24. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant herein; such action may seek to restrain such violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and, thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. WINDSOR FOREST HOMEOWNERS ASSOCIATION. The owners of Lots in this subdivision are members of the Windsor Forest Homeowners Association, Inc., and are subject to and bound by the Declaration Of Covenants, Conditions, And Restrictions For Windsor Forest Subdivision, as recorded in Book 4229 at Page 484 in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Restrictive Covenants shall be construed to permit interference with development of the Lots by Declarant and/or Builder so long as said development follows the general plan of development previously approved by the City of Raleigh and the Federal Housing Administration and/or Veterans Administration. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant or Builder.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 24th day of March, 1989.

THE CROSLAND GROUP, INC.
a North Carolina corporation

By: Douglas E. Boone

Douglas E. Boone
Vice President

Richard W. Moore
Assistant Secretary

CENTEX REAL ESTATE CORPORATION
a Nevada corporation

By: Robert D. Hillmann

Robert D. Hillmann
Vice President

Tim Dredy
Assistant Secretary

STATE OF NORTH CAROLINA -- Mecklenburg COUNTY

I, Carol J. Barker, a Notary Public for Mecklenburg County, North Carolina, certify that DOUGLAS L. BOONE personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of THE CROSLAND GROUP, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him as its Vice President and attested by Richard W. Moore as its Assistant Secretary, in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp or seal, this 16th day of March, 1989.

Carol J. Barker
Notary Public
My commission expires: 10-29-91

STATE OF NORTH CAROLINA -- WAKE COUNTY

I, LINDA SIMPSON DYMOND, a Notary Public for Wake County, North Carolina, certify that ROBERT D. HILLMANN personally appeared before me this day and, being by me duly sworn, says and deposes that he is an Assistant Vice President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him as its Assistant Vice President and attested by Timothy J. Ruemler as its Assistant Secretary, in behalf of said corporation, by its authority duly given. And the said Assistant Vice President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp or seal, this 24th day of March, 1989.

Linda Simpson Dymond
Notary Public
My commission expires: 2.9.91

NORTH CAROLINA - WAKE COUNTY

The foregoing certificates of Carol J. Barker
Linda Simpson Dymond
Notaries Public, are certified to be correct. This instrument and these certificates are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS
Register of Deeds

By: Donna L. Boone
Asst./Deputy Register of Deeds

WINDSOR PLACE
TOWNHOME RULES & REGULATIONS
As of April 2003

COMMON AREAS OF/IN WINDSOR Place

Background

These Rules and Regulations supplement several governing documents:

- ☐ Declaration of Covenants, Conditions, and Restrictions for Windsor Forest Subdivision registered March 31, 1988
- ☐ Restrictive Covenants for Windsor Forest Subdivision registered March 27, 1989
- ☐ Windsor Forest Homeowners Association Architectural Control Guidelines and Procedures, last amended on April 17, 1997
- ☐ By-Laws of Windsor Forest Homeowners Association, Inc., adopted December 2, 1997.
- ☐ Architectural Rules & Design Guidelines, Windsor Place Townhouse Supplement, amended April 2002

Windsor Place is unique as it is a townhouse community being managed like a condominium. As such, many of the decisions and responsibilities that would typically be carried out by individual owners are instead performed on a community basis by the Homeowners Association (HOA) which has an elected Board of Directors. Oversight for these responsibilities is provided by a professional community/property management company employed by the Board.

As is often the case when more than two or three people work or live together, issues arise because of differences in conduct, beliefs and backgrounds. These rules and regulations are intended to set a standard code of conduct that respects differences and set the stage for people to live together peaceably.

A. General Rules

1. In light of the above, residents are not permitted to trim shrubs planted at the front of the units, prune trees, or mow lawns. Planting of any additional shrubs and trees without first submitting plans for the approval by the Architectural Committee is not permitted. Requests should be funneled through the community manager. Residents are permitted to plant annual flowers in the existing mulched areas.
2. Under no condition shall any resident interfere with or direct the activities of any hired contractor or any other person employed by the HOA to perform exterior work in Windsor Place. If you witness something being done by a contractor which you believe to be inappropriate, please contact the community manager. Suggestions for improvement should be forwarded to the Board or community manager.
3. Organized recreational activities are not allowed on common areas.
4. No lawn ornaments, decorative lights or statues are permitted in front yards.

5. Seasonal lights and decorations are permitted beginning Thanksgiving weekend of any year. All seasonal decorations must be removed by January 10th of the following year.

6. No advertising signs are allowed in Windsor Place with the exception of *temporary* real estate signs posted during a two to four hour span of an "Open House," as outlined by city ordinance.

7. Real estate signs and flyer boxes as well as security system signs may be displayed in front yards as long as they are posted in the shrub beds, to minimize impact on grounds maintenance. It is preferred that they be set toward the back of the beds to maintain a neat aesthetic appearance. The "for sale" signs and "for rent" signs should not exceed six square feet, as outlined in the Architectural Guidelines. Security signs should be no more than one foot in width by one foot height. All of these signs must be professionally fabricated. Homemade signs are unacceptable.

8. Solicitation and distribution of marketing materials are not permitted within Windsor Place.

9. Respect your neighbors and keep the volume of your stereos, radios and televisions down. They may not like the same music or programs you do and they may need peace and quiet in their lives.

10. As the shared walls are not well sound proofed, please do not slam doors or run noisy appliances such as disposals, vacuum cleaners, washers and dryers before 8:00 AM in the morning or after 11:00 PM at night, or allow your dogs to bark incessantly.

11. Homeowners who lease or rent units to others are required to ensure that these rules and regulations are given to the persons who will reside in Windsor Place. The renter/lessee must agree in writing that he/she/they will adhere to these rules and regulations while residing here. A copy of the form may be found at the back of this document. Where applicable, a copy should be completed for each rental unit and forwarded to the community manager. For new rental occupants, the form is due on the day occupancy begins.

B. Parking Areas/Streets

1. Each unit has exclusive rights to, and usage of, two (2) parking places normally located in front of their unit. Residents are to park in their designated parking spaces. Please be considerate of your neighbors and direct your guests to park in designated visitor spaces. Do not allow them to park in a neighbor's designated space unless you request permission to use his/her space(s).

2. Overflow parking is available along Leslieshire Drive. Parking on the Windsor Place streets is to be on a *temporary* basis only, up to two hours.

3. Under no condition should any cars be parked so as to block the entrance to or exit from to any resident's parking space(s).

4. Park between the striped lines.

5. Overnight parking on the Windsor Place streets is prohibited.

6. The use of any authorized parking areas shall be limited to parking of currently licensed and inspected automobiles in operating condition. Commercial vehicles, campers, boats, trailers, motor homes or recreational vehicles may not be parked in any parking spaces for more than 24 hours for cleaning, loading and unloading.

7. Vehicle repair work or other activity such as body work, painting, etc. is not permitted to be performed in the parking spaces except for emergency type repairs made in order to move the vehicle to an off-site location.

8. Many of the parking spaces near the swimming pool belong to residents in the building at the east end of the pool. Please do not park there after 4:00 PM weekdays or at all weekends. If you want to swim or sunbathe by the pool, walk there.

Note: The Board has the authority to have towed or removed, *at the owner's risk and expense*, any vehicle in violation of the above rules.

C. Swimming Pool Information & Rules

The swimming pool is for the exclusive use of Windsor Place townhouse homeowners, residents and their guests. Use of this facility is *at your own risk!!* There is **NO LIFEGUARD** at the swimming pool. Thus, you must supervise and assume full responsibility for your own family members and guests (which are limited to four (4) per unit.) Rules exist for the use of the swimming pool and most are set by Wake County. Pool privileges may be revoked by the Board for rule infraction(s). The county may close the pool if it determines that the health and safety-related rules are not being strictly adhered.

The Homeowners Association assumes no liability or risk for any injury, death, loss or damage to personal property to anyone using the facility. Repair of damage to the facility or clean-up expenses will be charged to the responsible homeowner. Homeowners are responsible for the conduct of their family members, guests, tenants and guests of tenants.

1. Pool hours are from 9:00 a.m. to sunset, as defined meteorologically. The pool cannot be used outside this time period, per Wake County code.

2. Children under the age of 16 must be accompanied by an adult.

3. By Wake County code, animals are not permitted inside the pool area (inside the fence).

4. Food and alcoholic beverages are not allowed in the pool area and glass is strictly prohibited. Plastic and metal beverage containers are permitted if disposed of properly. Cigarette butts must not be left on the pool deck.

5. Proper bathing attire must be worn in the pool area. Diapers, cut-offs and shirts are not allowed in the pool.

6. Persons with infectious diseases or eye, nasal or other infections, or open wounds or sores are not allowed in the pool. Use of the pool by such people violates Wake County Health Code and will result in the pool closure.

7. Wheeled vehicles such as skateboards, bicycles and strollers are prohibited inside the fence at the pool.
8. Abusive and/or profane language, running, wrestling, pushing or rough play is not permitted in the pool or the pool area.
9. No rafts, floats or other devices are allowed in the pool.
10. Electronic equipment, such as radios and CD players, brought to the pool area should be played at a low volume so as to not disturb others.

D. Backyards, Patios & Porches

1. These areas are reserved for the exclusive use of the residents of that unit.
2. The areas are to be kept clean, neat and uniform in appearance. Refuse cans, watering hoses, and other personal items should be neatly stored and maintained. Refuse cans should be closed securely and garden hoses should be completely turned off and not be allowed to drip.
3. Storage of items on the patio other than patio furniture, grills, refuse containers, landscaping materials and the like is not permitted.
4. Yard sales are not permitted except for the annual neighborhood yard sale.
5. Tasteful door decorations are permitted.
6. Hanging laundry out to dry or air in either the front or the rear of the unit is not permitted.
7. Do not litter the grounds, throwing refuse, cigarette and cigar butts on the yards; discard them in ash trays or other similar non-flammable receptacles.

E. Pet Rules

1. Household pets are permitted. All pets must be properly licensed and vaccinated.
2. All pets must be leashed when outside the unit and are not permitted to run loose in the area. The slack in the leash line should be no longer than six (6) feet in length.
3. It is the responsibility of the pet owner to immediately clean up any pet excretion deposited by your pet on public and common areas as well as in the your yard. This is a health issue. If witnessed, violators will be fined and violation will be reported to the responsible government agency.
4. Pets may be kept in the backyard, if restrained.
5. Excessive barking or other disturbance by a pet, which becomes a nuisance to other residents, may result in an action by the Board.

F. Garbage & Recycling

1. Garbage should be largely disposed of through the proper use of the garbage disposal in the unit.
2. Rubbish should be placed in tightly closed plastic bags and placed in front of one's unit the morning of the collection. Please do not place any garbage containers out in advance of collection day as it may attract pests and/or be strewn throughout the neighborhood by animals and/or high winds and rain.
3. Items that cannot be contained in plastic bags should be deposited at the curb in a neat and orderly fashion, in sturdy containers.
4. Recycling is encouraged by the City of Raleigh and containers may be obtained from the city. However, recycling containers should not be stored on front porches, lawns or shrub beds.
5. Permanent garbage and recycling containers should be returned to the rear of the unit by nightfall, on pick-up days. They should not be left in the front of unit overnight, once emptied.

G. Maintenance Responsibilities

1. Each resident shall keep the interior of the unit in good condition and repair.
2. Each resident shall maintain the unit in a clean and sanitary manner, inside and outside.
3. As indicated earlier, exterior maintenance and landscaping are the responsibility of the Homeowners Association which is accomplished through the Board, the community management company and contractors employed.
4. The unit owners are responsible for, but not limited to, the repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs and associated hardware.
5. It is the responsibility of the homeowner(s) to report to the community manager exterior damage to the buildings and/or landscaping that occur normally or as a result of a weather event such as an ice or snow storm, an unusually hard rain or violent thunderstorm, or hurricane.

H. Townhouse Uses, Alterations and Additions

1. See the latest Architectural Rules & Design Guidelines, Windsor Place Townhouse Supplement distributed for details on external modification to units and associated property.
2. No unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit and uses customarily attendant to residences. No unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Limited business activity may be conducted from townhomes such as telecommuting, home office for sales personnel who travel, etc., provided it does not involve customers, employees, licensees or invitees coming to the unit.

I. Conduct

1. Obnoxious or offensive activity shall not be carried on in any unit or within the townhome community. Nor shall any unit be used in any way or for any purpose which may endanger the health or safety of any other resident or disturb another resident.
2. Speeding on community streets is not permitted. At the request of the Advisory Committee, the speed limit within Windsor Place has been reduced to 17 MPH.

J. Fines and Fee Structure

The HOA and/or community manager is responsible for the enforcement of the Rules and Regulations. The HOA and/or community manager will investigate all signed written complaints and observed violations and will take necessary action to resolve complaints and correct violations.

To ensure that these and other rules and regulations are adhered, a fine structure has been set in place. Owners will be notified of violations and any associated fines will be levied against homeowners, even when a unit is leased.

<u>Offense Occurs</u>	<u>Second Notice</u>	<u>Third Notice</u>	<u>Fourth Notice</u>
Warning Issued	\$50.00	\$75.00	\$100.00

Occupant/Tenant AGREEMENT

Townhouse Address - _____

Owner Name(s) - _____

Owner's Address - _____

Owner's Telephone Nos. - _____

Adult Occupant(s) Name(s) - _____
(Printed)

Additional Occupant Name(s) _____
(Printed)

(I/we) live at the above Windsor Place townhouse address. This is to confirm that (I/we) have received a copy of the Windsor Place Rules & Regulations from our landlord. (I/we) have read the entire document. (I/we) understand the contents and (I/we) agree to abide by these rules and regulations while living in this community. It is understood that fines may be assessed if infractions are reported.

Occupant's Signature - _____

Occupant's Signature - _____

Date - ____/____/20____

Owner's Signature - _____

Date - ____/____/20____

Townhouse Units - Grassington Way

Unit 9148	Unit 9146	Unit 9144	Unit 9142	Unit 9140
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9148	9148	9146	9146	9144	9144	Visitor	9142	9142	9140	9140	Handicap Space
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Parking Space Assignments

In addition to the handicapped spaces, only the visitor spaces will be marked for now. However, if we receive complaints that residents are not parking in their designated spaces, we will number each one. For appearances sake, we prefer to rely on the "honor" system.

