

BK011231PG00904

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR REBARAH MOOR

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
made the 30th December, 2004 by JAMES LLOYD FISH., hereinafter referred to as
"DECLARANT";

WITNESSETH:

WAKE COUNTY, NC 436
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/22/2005 AT 15:51:15

WHEREAS, DECLARANT is the owner of certain real property located in Panther
Branch Township, Wake County, North Carolina, (hereinafter referred to as the
"PROPERTIES") which is more particularly described as follows: BOOK: 011231 PAGE: 00904 - 00919

Being all of REBARAH MOOR, as shown on those plats recorded in
Map Number 2005 - 373 374 Wake County Registry, reference to
which is hereby made for a more particular description.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" and "HOA" shall be used interchangeably to mean and refer
to REBARAH MOOR Owners Association, Inc., its successors and assigns, a private non-profit
corporation formed or to be formed by the DECLARANT primarily as a Homeowners
Association for the lot owners in REBARAH MOOR.

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 part of the PROPERTIES, including
contract sellers, by excluding those having such interest merely as security for the performance
of any obligation.

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

BK011231PG00905

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, which shall include any real property, improvements thereon, and other amenities conveyed to the Association by the Developer.

Section 5. "Lot" shall mean and refer to any of the numbered lots as shown on plats of **REBARAH MOOR** recorded in the Wake County Registry.

Section 6. "Declarant" shall be used interchangeably with "Developer", and shall mean and refer to **James Lloyd Fish**, or its successor in interest if such successor should acquire undeveloped property from the DECLARANT for the purpose of development.

Section 7. "Declaration" shall mean this instrument as it may be from time to time amended or supplemented.

Section 8. "Membership" shall mean and refer to the rights, privileges, benefits, duties, and obligations, which shall inure to the benefit and burden of each member of the Association.

Section 9. "Member" shall mean and refer to every person or entity who has a membership in the Association.

Section 10. "Mortgagee" shall mean a beneficiary under a mortgage or Deed of Trust.

ARTICLE II

PROPERTY RIGHTS

Section 1. **OWNERS' EASEMENTS OF ENJOYMENT.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights and privileges of an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- b. The rights of the Declarant as set forth herein.
- c. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.
- d. The right of the Association to mortgage or convey all or part of the common area subject to such conditions as may be agreed to by the Association. No such dedication or

BK011231PG00906

transfer shall be effective unless an instrument creating such a dedication or transfer is signed by two-thirds(2/3) of each class or members (which votes may be cast in person or by proxy) and properly recorded.

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

ARTICLE III

EASEMENTS

Section 1. Easements are reserved and may be granted by DECLARANT or the Association as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

Section 2. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and common area in the performance of their duties.

Section 3. In case of an emergency originating in or threatening any lot or the common areas and facilities, regardless of whether any Lot Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, shall have the right to enter upon any lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right or entry shall be immediate.

Section 4. The DECLARANT reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, or over each lot and such other areas as are shown on the plat of the PROPERTIES recorded or to be recorded in the office of the Register of Deeds of Wake County; provided further, that the DECLARANT may cut drain ways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of healthy, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the DECLARANT, but this reservation shall not be considered an obligation of the DECLARANT to provide or maintain any such utility or service.

Section 5. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its

BK011231PG00907

successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

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:

a. CLASS "A". Class A members shall be all Owners with the exception of the DECLARANT and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

b. CLASS "B". Class B member(s) shall be the DECLARANT or Developer, and DECLARANT or Developer 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:

(1) when total votes outstanding the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(2) on December 31, 2008.

ARTICLE V

MANAGEMENT AND CONTROL

Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with this Declaration and the By-Laws. PROVIDED HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the DECLARANT until such time as 90% of the lots in REBARAH MOOR have been sold and conveyed by the DECLARANT to purchasers or until December 31, 2008, whichever occurs first. Management and control may be transferred to the lot owners at any time but in all events, no later than 120 days after the happening of the earlier of the above events.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

(Page 3 of 10)

BK011231PG00908

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The DECLARANT, for each lot owned within the PROPERTIES, hereby covenants, and each Owner, of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- c. Insurance assessments; and
- d. To the appropriate governing taxing authority, a pro rata share of ad valorem taxes levied against the Common Area, if any.

The annual, special, and insurance 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 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 fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in REBARAH MOOR and for the improvement and maintenance of all easements, utilities, and the Common Area, specifically including, but not limited to, the maintenance and repair of all storm water drainage facilities and easements as herein provided, maintenance and repair of all other utility facilities and utility equipment not otherwise maintained and repaired by municipal, public, or private utility authorities, maintenance and operation of all lighting facilities, maintenance and repair of any amenities located upon the common areas, maintenance of the entrance area and subdivision sign, the costs of enforcing this Declaration, and the payment of all other expenses associated with the common areas, including the prompt and full payment of all ad valorem property taxes and insurance for said common area(s), and, in addition, doing any other things necessary or desirable in the opinion of the Association to keep the property in neat and good order, and to provide for the health, welfare, and safety of the Owners and residents of REBARAH MOOR

Section 3. MAXIMUM ANNUAL ASSESSMENT. Through and including December 31, 2008, the maximum annual assessment shall be \$250.00 per year per lot for lots in REBARAH MOOR

- a. The maximum annual assessment for the calendar year beginning January, 2005 and for successive calendar years thereafter, shall be established by the Board and may be increased by the Board without approval by the membership of the Association by an amount per year not to exceed the greater of (i) ten percent (10%) of the amount of the maximum annual assessment of the immediately preceding calendar year or (ii) the

BK011231PG00909

percentage increase reflected in the US Bureau of Labor Statistics, Washington, D.C. or such other index as may be the successor to said Consumer Price Index, for the twelve month period ending the immediately preceding July 1.

b. The maximum annual assessment for the calendar year beginning January, 2005, and for each successive calendar year thereafter, may be increased without limit by the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a duly called meeting of the Association at which a quorum is present. The provisions of this subsection shall not apply to nor be a limitation upon any change in the maximum annual assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under this Declaration or its Articles or Bylaws or any applicable laws.

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

Section 5. INSURANCE. The Board of Directors, on behalf of the Association, as a common expense, shall at all times keep the property of the Association, if any, insured against loss or damage by fire or other hazards and other such risks, including, but not limited to, directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect the PROPERTIES and Common Area, which insurance shall be payable in case of loss to the Association for all members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by members or their mortgagees.

Section 6. INSURANCE ASSESSMENTS. All insurance policy premiums on the Common Areas for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all such insurance premiums.

Section 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 proxies entitled to cast sixty (60%) percent of all the votes of each class

BK011231PG00910

of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all lots or units and shall be collected on a quarterly basis.

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT AND DUE DATES.** The annual assessments provided for herein shall commence as to all lots on the first day following the day of conveyance of the lot to an Owner, except that annual assessments shall not commence for any lot until a certificate of occupancy has been issued for such lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified house have been paid.

Section 10. **EFFECT OF NONPAYMENT OF ASSESSMENTS AND 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 maximum legal rate, together with all costs and reasonable attorney's fees associated with their collection, and all such sums shall become a lien upon the Owner's lot. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may pay the same, or foreclose the lien against the lot. 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 home.

Section 11. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage 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.

ARTICLE VII

FIDELITY BONDS

Section 1. **GENERAL.** The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all of the responsibility for the handling of

BK011231PG00911

its funds to management agent, such fidelity bonds shall be maintained by such management agent for its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association.

Section 2. AMOUNT OF COVERAGE. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all units plus reserve funds.

Section 3. OTHER REQUIREMENTS. Fidelity bonds required herein must meet the following requirements:

- a. Fidelity bonds shall name the Association as an obligee.
- b. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensations from the definition of "employees", or similar terms or expressions.
- c. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.
- d. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association, to any insurance trustee and each Eligible Mortgage Holder.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. BUILDING AND SITE IMPROVEMENTS. No dwelling or other structure shall be commenced, erected, or maintained upon any lot in the PROPERTIES, nor shall any exterior addition to or change in or alteration therein (including color of paint or finish) be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DECLARANT, or its designee, or, after the sale of all lots by the DECLARANT, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the DECLARANT, or its designee, or, if applicable, the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that such addition, change, or alteration is in general conformity with the overall plan,

BK011231PG00912

design, and appearance of the subdivision in general. Refusal or approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the DECLARANT or Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the DECLARANT or Architectural Control Committee, as the case may be, for its records. Neither the DECLARANT nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

Section 2. DEVELOPER'S RIGHTS. All duties and responsibilities conferred upon the Board of the Architectural Control Committee by this Declaration or the Bylaws of the Association shall be exercised and performed by the DECLARANT or its designee, so long as DECLARANT shall own any lot in the Properties or any additions annexed thereto by Supplemental Declaration or Amendment to this Declaration.

Section 3. MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for maintaining, repairing, and replacing the planting easement areas, the storm water drainage system, including all drainage lines, pipes and ditches, and storm water retention ponds which are located on the PROPERTIES, except those constructed by individual lot owners and located within individual lots. The Association shall have the right to enter upon any lot at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines and pipes which might be located on such lot; and each Owner hereby grants permission to the Association to enter upon his or her lot for such purposes.

In the event that such need for maintenance, repair or replacement (other than such being caused by fire, lightening, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies) is caused through the willful or negligent act of the Owner, his family, guests, or invitee, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Lot is subject.

The Association shall maintain all common areas, including all roadways, plantings, shrubbery, boardwalks, and walkways located thereon, and lighting fixtures, and shall pay all costs of operation thereof including premiums associated with general liability insurance insuring the Association from liability arising from the ownership and operation thereof.

ARTICLE IX

USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling **not to exceed two and one-half stories in height.**

BK011231PG00913

Section 2. DWELLING QUALITY AND SIZE. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenant are recorded for the minimum permitted dwelling size. All homes must have a minimum of 1500 square feet heated floor space. All homes must have a double (2) car garage. Minor violations of 5% or less in square footage shall not be cause for correcting action by DECLARANT or the Association.

No mobile homes, manufactured homes or modular homes shall be erected, altered, placed or permitted to remain on any lot. No dwelling shall have or contain a metal roof, metal siding or exposed cinder block; provided, painted or wood-grain aluminum or vinyl siding, reasonably maintained, shall be permitted. Such metal or block materials shall be deemed exposed even though the same is painted completely. All materials used in the exterior construction of a dwelling shall be new building materials.

The DECLARANT shall have the right to approve the building plans for any residences constructed on the subdivision lots prior to construction.

Section 3. BUILDING LOCATION. No building shall be located on any lot nearer to the side street line than the minimum building setback line which may be shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty five (35) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

No building shall be located nearer than five (05) feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided; however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The above setbacks will apply unless the prevailing setbacks as prescribed by Wake County prohibit building at these lines. Then the minimum setbacks applicable are as per the Wake County Zoning and Inspections Department.

Section 4. LOT USES. No lot shall be used except for single family residential purposes. No lot shall be used for business manufacturing or commercial purposes. No retail or wholesale businesses are permitted, which shall include, but not limited to, antique shops, gift shops, craft shops, beauty shops or auto repair shops.

Section 5. NOXIOUS OR OFFENSIVE ACTIVITY. No noxious, offensive or environmentally unsound activity, conditions of trade shall be carried on or permitted upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the community by the Owners thereof, except as otherwise specifically permitted herein.

BK011231PG00914

No signs or billboards shall be placed, erected or maintained on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period.

Section 6. AUTOMOBILES. No automobiles or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property over ten (10) days. No junked cars shall be placed or allowed to remain on the property.

Section 7. OBSTRUCTION, ETC. There shall be no obstruction of the Common Area, nor shall anything be kept, stored, altered, constructed or planted in or on the Common Area, or removed therefrom, without the prior consent of Declarant or the Association. Provided, however, Declarant and the Association shall have the right to install, place, repair, replace and maintain signs in the Common Area and to install, maintain, repair and replace in the Common Area such materials, equipment and other apparatus as may be necessary to enable the Association to carry out its powers and duties under this Declaration.

Section 8. RULES OF THE ASSOCIATION. All Owners and occupants of Lots shall abide by all rules and regulations adopted by the Association from time to time. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant for all damages and costs including attorney's fees.

Section 9. OUTBUILDINGS. No outbuildings or storage building shall be erected, placed or allowed to remain on any lot except those which are incidental to residential use, minimum of 10' x 12' in size, and are constructed of the same or substantially the same identical materials as the residential dwelling on the lot. Said outbuilding must be architecturally compatible with the residential dwelling on the lot, are located no closer to the front boundary line of the lot than the rear wall of the single-family residence located on the lot and no closer to any side boundary line of a lot than the applicable building setback requirements, and which have otherwise been approved by the Architectural Control Committee.

Section 10. PETS. Dogs, cats and other household pets shall be permitted on all lots, provided (1) not more than four (4) pets can be kept and maintained upon any lot, and (2) said pets must be kept properly supervised and under control so as to not cause or create a nuisance or menace to others, and (3) said pets must be kept on the lot of their owner and must not be allowed to go upon the property of others or to run free and unrestricted upon the streets of the subdivision property. No livestock or poultry of any kind shall be raised, bred or kept on any lot.

Section 11. TEMPORARY STRUCTURES. No structure of a temporary nature, trailer, camper, van, basement, tent or shack shall be erected, placed, used or permitted on the property for residential purposes. Trailers, campers, vans, boats and RV's must be parked in back yards.

BK011231PG00915

Section 12. DRIVEWAYS. Any driveway constructed on any lot shall be constructed of concrete (cement).

Section 13. LANDSCAPING. Except for the single-family residence, driveways, sidewalks and other improvements on each lot, the surface of each lot shall be undisturbed areas left in their natural state or grass or other live foliage or area covered with pine straw and/or other ground cover approved by the Architectural Control Committee, ground cover shall be neatly maintained at all times.

Section 14. FENCES AND WALLS. No fence or wall shall be constructed, placed or allowed to remain on any lot until the Owner thereof has obtained written approval for such fence or wall by the Declarant or Architectural disapproval by Declarant. All fences or walls on lots shall be professionally installed and maintained at all times in a structurally sound and attractive manner and in good state of repair. No chain link fences will be permitted to remain on any lot within the subdivision.

Section 15. GARBAGE, REFUSE AND DEBRIS. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy or unkempt condition of buildings on grounds on the property which shall tend to substantially decrease the beauty or usability of the lot or adjoining lots. All lots shall be kept clean and free of garbage, junk, trash, debris and any substance which might contribute to a health hazard to the breeding and inhabitant of snakes, rats, insects or other pest and vermin. Each lot owner shall provide receptacles for garbage or similar facilities in accordance with reasonable standards.

No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land without the required permits issued by the appropriate authority.

Section 16. ANTENNAE AND ROOF STRUCTURES. No exterior antennae, earth satellite station, microwave dish or other similar improvements may be constructed, placed, maintained or allowed to remain on any lot or on any improvement located on any lot unless the same is no greater than twenty four (24) inches in diameter and is screened by material approved by the Architectural Control Committee so that it cannot be seen from the street on which the single family residence situated on the Lot fronts or from any adjacent.

Section 17. GAS METERS AND GAS TANKS. No gas meters or gas tanks shall be set in the front or on the side of residence on a lot unless such meter is or an underground type or is screened in a manner approved by the Architectural Control Committee.

Section 18. STORAGE RECEPTACLES. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any outbuilding or buried underground or screened so as not to be visible from the public street.

Section 19. UNDERGROUND CABLES, EXPENSES. The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and the installation of street lighting.

BK011231PG00916

either or both of which may require an initial payment and/or a continuing monthly payment to Progress Energy by each residential customer.

Section 20. SIGHT DISTANCES AT INTERSECTIONS. No hedge or shrub planting which obstructs sight lines at more than three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points twenty (20) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 21. NOTICE. Any notice required to be sent to an owner under the provisions of this Declaration shall be deemed to have been properly sent and notice hereby given, when mailed, postage prepaid to the last known address of the person who appears as owner upon the Wake County Tax Record.

Section 22. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless instrument is signed whereby these properties shall be released from any of said covenants by a two-thirds (2/3) majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE X

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, any lot owner, or the Developer, shall have the right to enforce, by an 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 any lot owner or the Developer 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 manner affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitee, shall be subject to , and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease (approved by the Association or Developer) or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or

BK011231PG00917

occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, their respective legal representatives, heirs, successors and assigns; and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. Except as herein provided, the covenants and restrictions of this Declaration may be amended by an instrument signed by two-thirds (2/3) of each class of members (which votes may be cast in person or by proxy) duly recorded in the Wake County Register of Deeds. DECLARANT's power to amend this Declaration as provided in Section 5 of this Article shall not require the consent of the Class A members and shall be valid when signed by the DECLARANT and recorded in the Wake County Register of Deeds.

Section 5. AMENDMENT BY THE DECLARATION. The following amendments may be effected by the DECLARANT, or the Board, as the case may be, without consent of the members:

- a. Prior to the sale of the first lot, this Declaration may be amended by the DECLARANT.
- b. The DECLARANT or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.
- c. The DECLARANT, so long as it shall retain control of the Association, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property, or to qualify the property or any lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, or to comply with the requirements of law or regulations or any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina regarding purchase or sale of such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.
- d. The DECLARANT, for so long as it shall retain control of the Association, and thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any owner, to qualify the Association or the Property, or any portion thereof, for tax-exempt status.
- e. The DECLARANT, for so long as it has control of the Board, may amend this Declaration to include any platting change of the Property as permitted herein.

(Page 15 of 16)

BK011231PG00918

IN WITNESS WHEREOF, DECLARANT has herunto caused this instrument to be executed the day and year first above written.

By: James Lloyd Fish

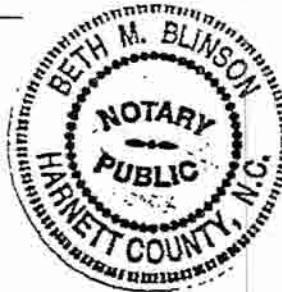
NORTH CAROLINA
HARNETT COUNTY

I, Beth M. Blinson, a Notary Public for said County and State, do hereby certify that James Lloyd Fish, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 30 day of December, 2004

Beth M. Blinson

Notary Public

My commission expires: 2-3-07

(Page 16 of 16)

BK011231PG00919



BOOK:011231 PAGE:00904 - 00919

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



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

North Carolina - Wake County

The foregoing certificate of Beth M. Blinson

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

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

This Customer Group
of Time Stamps Needed

This Document
New Time Stamp
of Pages

72.004-711.1001

**BYLAWS
OF
REBARAH MOOR OWNERS ASSOCIATION, INC.**

**ARTICLE I.
BUSINESS ADDRESS**

The business address of REBARAH MOOR OWNERS ASSOCIATION, INC. (the "Association") shall be 6004 Pete Fish Road, Willow Springs, NC 27592, Harnett County. The business address may be changed by the Board of Directors of the Association if required by the U.S. Postal Service, or, upon approval of the membership, for any other reason.

**ARTICLE II.
MEMBERSHIP IN THE ASSOCIATION**

After being organized by James Lloyd Fish and the corporation's organizational meeting, every person or entity who is a record owner of a fee or undivided fee interest in any of the lots in any phase of REBARAH MOOR ("the Subdivision"), located in Wake County, North Carolina shall have a membership interest. Every person or entity who is a record owner of a fee or undivided fee interest shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership. The only party to vote upon the organization or approval of any of the initial set up of this corporation shall be the Developer. There is no requirement on the Corporation to issue membership certificates to its members.

**ARTICLE III.
PURPOSES OF THE ASSOCIATION**

The purposes and duties of the Association shall be:

- A. To manage the Subdivision pursuant to the terms and provisions of Chapter 47F of the North Carolina General Statutes, these Bylaws, any Rules and Regulations promulgated by the Association or its Board of Directors and that DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REBARAH MOOR of record at Book 11231, Page 904, Wake County Registry, as the same may be amended from time to time ("the Declaration");
- B. To enforce the provisions of these Bylaws, the Declaration, and any Rules and Regulations promulgated by the Association or its Board of Directors;
- C. To promote and protect the enjoyment and beneficial use and ownership of all of the lots of the Subdivision ("the lots").

No part of the net earnings of the Association shall inure to the benefit of its members, the members of its Board of Directors or its officers, or to any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

**ARTICLE IV.
ASSESSMENTS**

The Association shall make and collect assessments against the Lots as stated in the Declaration and as provided in Chapter 47F of the North Carolina General Statutes and subject to the terms and conditions set forth in the Declaration of Covenants referenced above.

**ARTICLE V.
MEETINGS OF MEMBERS**

Section 1. Place of Meetings. All meetings of members shall be held at such place in North

Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote there at.

Section 2. Annual Meetings. The annual meeting of the members shall be held during the last seven (7) days of March of each year on any day during that period (except a legal holiday) as determined by the Board of Directors, for the following purposes:

1. to ratify or reject the summary of the proposed budget submitted by the Board of Directors pursuant to Article VI below;
2. to elect the Board of Directors of the Association (subject to the provisions of Section V of the Declaration) for the coming fiscal year; and
3. to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any Rules and Regulations governing the Subdivision.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article V. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written request of not less than twenty percent (20%) of the members, unless the special meeting is called for the purpose of taking any action authorized under Article 6, Sections 3 or 4 of the Declaration of Covenants Restrictions and Conditions.

Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten nor more than fifty days before the date of any members' meeting, either personally or by mail, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record, unless the meeting is called for the purpose of taking any action authorized under Article 6, Sections 3 or 4 of the Declaration of Covenants Restrictions and Conditions.. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an Officer/Director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Wake County Tax Collector to determine the addresses of the owner(s) of a Lot. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of the Association's business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. There shall be no requirement of a quorum for submitting any matter to a vote at any Annual Meeting or Substitute Annual Meeting properly called and convened pursuant to these Bylaws. At any special meeting of members, twenty percent (20%) of the Lots (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote, unless the meeting is called for the purpose of taking any action authorized under Article 6, Sections 3 or 4 of the Declaration of Covenants Restrictions and Conditions.. Except as otherwise provided by the Declaration, Chapter 47F of the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast.

Section 7. Voting by Proxy. Votes may be cast either in person or by one or more agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

"The undersigned hereby irrevocably constitute and appoint _____ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot _____, on all matters submitted to vote at that meeting of REBARAH MOOR OWNERS ASSOCIATION, INC., to be held on _____, 20____. The undersigned hereby ratify and confirm all such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the _____ day of _____, _____.

Signed: _____ "

Section 8. Voting List. At least ten days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

Section 9. Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The Board of Directors shall initially consist of the initial members of the Board of Directors as named in the Articles of Incorporation of the Association. Subsequently, the Board of Directors shall be appointed by the Declarant until such time as the period of Declarant control of the Association has terminated pursuant to the provisions of the Declaration. Once Declarant control has terminated the business and affairs of the Association shall be managed by a Board of Directors of three (3) individuals, who shall be entitled to act on behalf of the Association. At the first meeting of the membership of the Association following the termination of the period of Declarant control of the Association, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected.

Each member of the Board of Directors shall hold office for one (1) year terms to expire at: the next annual meeting or until his/her death, disability, resignation or removal. Despite the expiration of a director's term, such director shall continue to serve until a successor shall be elected and qualifies. All Directors elected by the membership of the Association must be lot owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the condominium, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition the Board of Directors shall have the following specific powers, duties and responsibilities:

A. The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his agents or mortgagees.

B. The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its Annual Meeting. The proposed budget shall be adopted at a meeting of the Board to be held not more than sixty (60) days before the Annual Meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the Lots, shall be mailed to the membership not more than fourteen (14) nor less than thirty (30) days after the adoption of the proposed budget. The proposed budget shall be deemed ratified unless at the meeting more than fifty percent (50%) of the Lots existing at that time vote to reject it. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors.

C. The Board may fine any lot owner an amount not to exceed Two Hundred Fifty Dollars (\$250.00) for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the lot owner fined an opportunity to be heard before an Adjudicatory Panel to be appointed by the Board pursuant to Article X below. Multiple fines may be assessed against any lot owner for multiple violations. Any such fines shall be deemed assessments against the lot of such owner, and shall be collectable as provided in the Declaration.

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

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

Section 3. Removal of Directors. Any director may be removed at any time with or without cause by a vote of at least sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the membership of the Association at which a quorum is present. However, directors who are appointed by the Declarant may only be removed by the Declarant.

Section 4. Vacancies. In the event of the death, disability, resignation or removal of a director, his/her successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

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

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

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

Section 4. Quorum. A majority of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

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

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

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

ARTICLE VIII OFFICERS

Section 1. Designation. The officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. The offices of Secretary and Treasurer may be held by the same person; otherwise, no two offices may be held by the same person.

Section 2. Election and Term. The initial officers of the Association shall be elected by the initial members of the Board of Directors of the Association. Subsequently, the officers of the Association shall be appointed by the Board of Directors. Members of the Board shall be eligible for appointment to serve as officers of the Association. The officers shall be appointed to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 3. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President, together with the Secretary, shall execute any amendments to the Declaration approved by the membership of the Association.

Section 4. Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

Section 5. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article IX of these Bylaws; (c) prepare, execute and deliver certificates of Assessments as provided by Section 13 of the Declaration; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE IX. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the President or the Treasurer of the Association.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

ARTICLE X ADJUDICATORY PANEL

Section 1. Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of five (5) individuals, all of whom shall be residents of the Subdivision. Members of the Board shall be eligible to serve as members of the Adjudicatory Panel. Members of the Panel shall be appointed to one-year terms, and each member shall sit until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor. The Adjudicatory Panel shall also be deemed to be the Architectural Control Committee as described in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 11231, Page 904, Wake County Registry..

Section 2. Hearings. In the event that a fine is assessed against a lot owner by the Board of Directors pursuant to Subsection 2(C) Article VI above, the Adjudicatory Panel shall provide to the lot owner so fined notice of the violation and an opportunity to be heard regarding the alleged violation and the assessed fine. If within ten (10) days of receipt of the notice the lot owner requests in writing a hearing, the Adjudicatory Panel shall hear the matter within twenty (20) days of the date of the written request. Three (3) members of the Panel shall constitute a quorum for the purpose of conducting a hearing. Following such a hearing, the Adjudicatory Panel shall confirm, deny or modify the fine imposed by the Board and shall notify the lot owner of its decision. The decision of the Panel with regard to the fine shall be final.

ARTICLE XI. INDEMNIFICATION

Any person who at any time serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitral action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any

such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by this bylaw. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE XII. DISSOLUTION

In the event of dissolution of the Association, the residual assets of the Association will be distributed to a nonprofit organization with purposes similar to those of the Association, or to any other organization eligible under the provisions of Chapter 55A of the General Statutes of North Carolina. However, in no event shall the residual assets of the Association be distributed in a fashion that terminates the Association's exempt status under Section 528 of the Internal Revenue Code of 1986 or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XIII. SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XIV. GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be January 1 through December 31.

Section 3. Amendments. Following the termination of the initial period of Declarant control provided for in the Declaration, the members of the Association may amend these Bylaws, repeal these Bylaws and/or adopt new Bylaws by the vote of at least sixty-seven percent (67%) of all existing lots at any meeting of the membership of the Association properly held and conducted pursuant to Article V above.

Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

Section 5. References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provisions.

The foregoing instrument, consisting of 8 pages, is hereby approved, accepted and adopted by the undersigned as the Bylaws of REBARAH MOOR OWNERS ASSOCIATION, INC.. In witness whereof, the initial members of the Board of Directors of the Association have set their hands and seals, effective the 27 day of June, 2008.


James Lloyd Fish, Director