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Moore & Alphin, PLLC (ltd) (Box 155)

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR THE  
TOWNS AT BEDFORD AT FALLS RIVER HOMEOWNERS ASSOCIATION, INC.**

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS FOR THE  
TOWNS AT BEDFORD AT FALLS RIVER HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION is made on the date hereinafter set forth by **THE NEW FORTIS CORPORATION**, a North Carolina corporation (hereinafter "Declarant"), and **BRANDYWINE, L.L.C.**, a Virginia Limited Liability Company, doing business in North Carolina as **BRANDYWINE OF VIRGINIA, L.L.C.** (hereinafter "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of approximately 600 acres of land located in the City of Raleigh, Neuse Township, Wake County, North Carolina, more fully described in the deeds recorded in Book 8795, Page 2671 and Book 8795, Page 2666, Wake County Registry, which Developer is developing into a community known as Bedford at Falls River (hereinafter "Bedford"); and

WHEREAS, Developer and Declarant desire to create within a portion of Phases 22, 23 and 24 of Bedford an exclusive residential community of attached single-family townhomes to be known as the Towns at Bedford at Falls River (hereinafter sometimes referred to as the "Subdivision"); and

WHEREAS, Developer and Declarant desire to provide for the maintenance and upkeep of the Sub-Association Common Area (hereinafter defined) within the Subdivision and exterior of the Units (hereinafter defined) and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desire to subject the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Sub-Association Common Area, to maintain the exterior of the Units, to administer and enforce covenants and restrictions exclusively applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has incorporated under North Carolina law as a nonprofit corporation, the Towns at Bedford at Falls River Homeowners Association, Inc., for the purpose of exercising the aforesaid functions.

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

## ARTICLE I DEFINITIONS

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

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

Section 2. "Association" shall mean and refer to **TOWNS AT BEDFORD AT FALLS RIVER HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, its successors and assigns, which Association is a Sub-Association (as defined in the Master Declaration).

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

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

Section 5. "Declarant" shall mean and refer to **The New Fortis Corporation**, a North Carolina corporation. It shall also mean and refer to any person, firm or corporation to whom or which Declarant may assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the Wake County Registry. The term "Declarant" shall also include the Developer to the extent that the Developer becomes the Declarant with respect to any Lots as allowed herein.

Section 6. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may appoint or remove the members of the Board of Directors of the Association. The Declarant Control Period shall terminate upon the earlier of the following to occur:

- (a) December 31, 2008;
- (b) Not later than four months after the point at which the total number of votes held by the Class A Members equals the total number of votes held by the Class B Member; *provided, however*, that Declarant may acquire additional votes and thereby reinstate the Declarant Control Period if additional Lots within the Properties are formed by the creation and subjection to this Declaration of new Lots as set forth in Article II hereof, thus giving Declarant, by virtue of its ownership of the newly-annexed Lots and of other Lots owned by it, and by its right to vote as to Lots owned by the Developer, a sufficient number of votes (at the 3-to-1 ratio provided in Section 2(b) of Article III hereof) to cast a majority of the votes of the membership (it being hereby stipulated that the termination and rejuvenation of the Declarant Control Period shall occur automatically as often as the foregoing shall occur); or

- (c) Relinquishment or transfer of all Special Declarant Rights as provided in §47F-3-104 of the Act.

Section 7. "Declaration" shall mean and refer to this "Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for the Towns at Bedford at Falls River Homeowners Association, Inc.", and all amendments thereto and supplements thereof.

Section 8. "Developer" shall mean and refer to **BRANDYWINE, L.L.C.**, a Virginia Limited Liability Company, doing business in North Carolina as **BRANDYWINE OF VIRGINIA, L.L.C.**, its successors and assigns.

Section 9. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision map of any portion of the Subdivision (regardless of whether the Lot has been subjected to this Declaration as provided in Article II hereof), with the exception of any Sub-Association Common Area owned in fee by the Association, Common Property and Common Area owned by the Master Association or another sub-association of the Master Association, and any street rights-of-way shown on such recorded map. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision plat, any newly-platted lot shall thereafter constitute a Lot.

Section 10. "Master Association" shall mean and refer to Bedford at Falls River Master Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 11. "Master Declaration" shall mean and refer to the "Declaration for Bedford at Falls River", recorded in Book 9366, Page 895, and amended in Book 9538, Page 1665, Wake County Registry and including all amendments thereto and supplements thereof.

Section 12. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 14. "Properties" shall mean and refer to the "Existing Property" described in Article II of this Declaration and any additional property annexed pursuant to said Article II.

Section 15. "Sub-Association Common Area" shall mean and refer to the real property, together with any improvements thereon, owned by the Association, whether in fee or by easement, for the common benefit of the Owners of Lots within the Subdivision, and specifically including, without limitation, all private streets within the Subdivision, the area within any storm water easements and the facilities constructed therein which serve more than one Lot and are not maintained by any governmental authority, the Master Association or another sub-association, and water and sewer lines (and the easements

associated therewith) which serve more than one Lot and are not located within a public utility easement or a public street right-of-way and not owned or maintained by the Master Association or another sub-association. The Sub-Association Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility, the Master Association or another sub-association as set forth herein.

All real property, private streets, private utility lines, and other improvements within the Subdivision owned by, or under the jurisdiction of, the Master Association are Common Property and Common Area as defined in the Article I of the Master Declaration and are not Sub-Association Common Area.

Section 16. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
AND WITHIN THE JURISDICTION OF THE  
TOWNS AT BEDFORD AT FALLS RIVER HOMEOWNERS ASSOCIATION, INC.**

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

Section 2. Additions to Existing Property by Developer and Declarant. At any time prior to the applicable date under Section 3(a), additional lands within the area described on **Exhibit B** attached hereto may be annexed by the Declarant and Developer without the consent of the Members and therefore become subject to this Declaration by the recording by Developer of a plat showing such property to be annexed and recording by Declarant and Developer of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed; provided, however, that such property must be contiguous to property already subjected to this Declaration (or separated from such property only by the right-of-way of a street or road) and further provided that such annexation must be approved by the City of Raleigh and, if required, by the Federal Housing Administration and/or Secretary of Veterans Affairs. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

Section 3. Automatic Addition to Existing Property. If not sooner subjected to this Declaration as provided in Section 2 above, Lots and other property identified on Exhibit B shall automatically be subjected to this Declaration, without the necessity of recording a supplementary declaration, upon the earlier of the following to occur:

- (a) the later of: (i) the date that is five (5) years after the date on which preliminary subdivision approval for the Subdivision was given by the City of Raleigh, or (ii) any extension of such date granted by the City pursuant to the provisions of §10-3013(c)(4) of the Raleigh City Code or any successor Code provision; or
- (b) as to a Lot, by and upon sale of the Lot to a person or entity other than the Developer.

Section 4. Conveyance of Sub-Association Common Area in Annexed Property. Prior to the conveyance of the first Lot within any newly annexed property to an Owner other than Declarant or the Developer, the owner of the annexed property shall convey to the Association all Sub-Association Common Area located within the newly annexed property. Title to such Sub-Association Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

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

There shall be two (2) classes of membership with respect to voting rights:

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

(b) Class B Member. The Class B Member shall be the Declarant. Subject to the provisions of this subsection, Declarant shall be entitled to three (3) votes for each Lot that it owns (each such Lot being a "Class B Lot"). Declarant shall also be entitled to three (3) votes for each Lot owned by the Developer, regardless of whether or not such Lot has been subjected to this Declaration; provided however, that Developer shall be entitled to cast the votes appurtenant to the Lots it owns if Declarant no longer owns any Lots within the Properties or if Developer becomes a Declarant under this Declaration as provided in §5 of Article I or §3 of Article XIII hereof. A Lot owned by the Developer shall be a "Class B Lot" for voting purposes, but not for assessment purposes. Assessment of Lots owned by the Developer is governed by the provisions of Article XIII of this Declaration. Upon expiration of the Declarant Control Period, Declarant shall have one vote for each Lot that it owns (and one vote for each Lot owned by the

Developer); however, such Declarant-owned Lots shall continue to be treated as Class B Lots for assessment purposes.

Section 3. Declarant's Right to Appoint Directors and Officers of the Association. Notwithstanding any other provision of this Declaration or the Bylaws, until the expiration of the Declarant Control Period, Declarant may, in its discretion, appoint and remove all of the Directors and officers of the Association. Declarant's intent to exercise or continue to exercise that right shall be set forth in the notice of each annual meeting of the Members. See §47F-3-103(d) of the Act. If at any time Developer becomes a Declarant under this Declaration by virtue of the provisions of §5 of Article I or §3 of Article XIII hereof, Declarant and Developer shall each be a Declarant (unless Declarant has assigned all of its rights as Declarant as provided in §5 of Article I) and shall act together in such role; provided, however, that if Declarant and Developer are unable to agree on any particular issue, the one which owns the largest number of Lots within the Subdivision shall have the rights of Declarant as to such issue.

Section 4. Vacant/Leased Dwellings. If the Owner of a Lot ceases to occupy the Dwelling constructed thereon as his own personal living quarters or if any Dwelling within the Properties is leased for rental purposes to tenants, the vote as expressed by the Owners of such vacant or rental units shall not be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Association. This Section applies only to Lots and Dwellings owned by a Class A Member and specifically excludes Lots and Dwellings owned by the Declarant or the Developer.

#### ARTICLE IV PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Sub-Association Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of membership agree to such dedication, sale or transfer, *provided that* this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Sub-Association Common Area without the assent of the Members when such easements, in the opinion of the Board, are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Sub-Association Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the City of Raleigh or another governmental entity or to a nonprofit entity organized for purposes similar to those of the Association.

(d) the right of the Association, with the assent of Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots, to mortgage, pledge, deed in trust, or otherwise encumber any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Owners as set forth herein.

(e) the right of the Association to exchange all or part of the Sub-Association Common Area for other property and consideration of like value and utility, provided, however, that: (i) the acreage and configuration of the remaining Sub-Association Common Area (including the property to be received by the Association in such exchange) equal or exceed the requirements of the City of Raleigh Code; and (ii) the exchange is approved by a majority of the Members present and voting at a meeting of the Members duly called for the purpose of approving such exchange, provided, however, that Member approval shall not be required if the sole purpose of the exchange is to eliminate an encroachment; and (iii) the exchange is approved by the Planning Director of the City of Raleigh or his designee.

(f) the rights of Developer as set forth in Article XIII hereof.

## Section 2. Delegation of Use.

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

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

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

Section 3. Conveyance of Title To The Association. Developer covenants, for itself, its successors and assigns, that, prior to the conveyance of the first Lot within any phase of the Subdivision to an Owner other than Declarant, Developer will convey to the Association title to those portions of the Sub-Association Common Area to be owned in fee by the Association. Developer hereby reserves and grants (regardless of whether or not such reservation and grant is specifically set forth in such deed), for itself, the Declarant and their respective successors and assigns, an easement over, under, across and through the Sub-Association Common Area so long as any of them own any Lot within the Properties or Developer owns any property described in Exhibit B to this Declaration, for the purpose of constructing any improvements on the Sub-Association Common Area and/or the Lots as it or they deem necessary or advisable. Except as otherwise stated herein, all conveyances by Developer to the Association shall be free and clear of all encumbrances and liens (including statutory liens of laborers and materialmen pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes) except this Declaration, the Master Declaration, restrictive covenants applicable to the Subdivision, utility, drainage, greenway and other easements of record or shown on the recorded plats of the Subdivision, and the lien of *ad valorem* taxes not yet due and payable. Any improvements placed on the Sub-Association Common Area by Developer or Declarant shall become the property of the Association upon completion of such improvements, except utilities owned and maintained by the Master Association, the City of Raleigh or other governmental entity, or a public or private utility company.

Section 4. Regulation and Maintenance of Sub-Association Common Area. It is the intent of Declarant and Developer that the Sub-Association Common Area (whether owned by the Association in fee or by easement) be preserved to the perpetual benefit of the Owners within the Subdivision. To that end, the Developer, by recording any plat or map of any phase or section of the Subdivision, grants to the Association an easement over and across that portion of any Lot within such phase or section on which a Sub-Association Common Area easement lies for the purpose of enabling the Association to take action permitted by subsections (b) and (c) of this Section 4.

(a) Rights and Responsibilities of the Lot Owners. Each Owner of a Lot upon which a Sub-Association Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Sub-Association Common Area easement. Notwithstanding any other provision of this Declaration, no Owner or other person shall, without the prior written consent of the Association: (1) remove any trees or vegetation from Sub-Association Common Area; (2) erect gates, fences, buildings or other structures on any Sub-Association Common Area; (3) place any garbage receptacles on or in any Sub-Association Common Area; (4) fill or excavate any Sub-Association Common Area or any part thereof; or (5) plant vegetation on or otherwise restrict or interfere with the use, maintenance, and preservation of any Sub-Association Common Area.

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

(b) Rights and Responsibilities of the Association. The Association shall have the right and obligation to ensure that the Sub-Association Common Area is preserved to the perpetual benefit of the Owners and, to that end, shall: (i) maintain the Sub-Association Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its free use by the Owners, subject, however, to easements of record and any limitations on such use provided in this Declaration or rules and regulations adopted by the Association as provided herein and in the Bylaws; (ii) procure and maintain adequate liability insurance covering the Association and its Members against any loss or damage suffered by any person, including the Owner of the Lot upon which a Sub-Association Common Area easement lies, resulting from use of the Sub-Association Common Area; and (iii) pay all property taxes and other assessments levied against all Sub-Association Common Area owned in fee by the Association.

(c) Association's Right of Entry for Maintenance of Sub-Association Common Area Easements. The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Sub-Association Common Area easement, and any other portion of the Lot to the extent necessary to gain access and maintain improvements and facilities within the Sub-Association Common Area easement, and no such entry shall be deemed a trespass. To the extent practicable, the Association shall give reasonable oral notice to the Owner or occupant of such Lot.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 7 of this Article V and all costs of collection, including reasonable attorneys' fees, shall be a charge on the land and, as provided in §47F-3-116 of the Act, shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s) or firm(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not

the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

Any monetary fines imposed against an Owner pursuant to Section 3 of Article VII of the Bylaws shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for: (i) acquisition, improvement, and maintenance of properties, services and facilities related to the use and enjoyment of the Sub-Association Common Area; (ii) maintenance, repair and reconstruction of the Sub-Association Common Area and improvements thereon, including, without limitation, storm water drainage facilities, and, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) maintenance of Lots and the exterior of Units as provided in Article VI hereof; (iv) payment of taxes and public assessments levied against Sub-Association Common Area owned by the Association in fee; (v) procurement of insurance; (vi) employment of attorneys, accountants and other persons or firms for Association business; (vii) payment of principal and interest on funds borrowed for Association purposes; and (viii) such other needs as may arise.

Section 3. Maximum Annual Assessment. Until December 31, 2003, the Maximum Annual Assessment shall be **\$1,200.00** for each Class A Lot. The Maximum Annual Assessment for a Class B Lot shall be one-fourth (1/4) of the Maximum Annual Assessment for a Class A Lot.

(a) Beginning on January 1, 2004, and on January 1 of each year thereafter, the Maximum Annual Assessment for Class A Lots may be increased by the Board of Directors, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed ten percent (10%) of the Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

(b) The Maximum Annual Assessments for Class A Lots may be increased without limitation if such increase is approved by the Class B Member and by not less than two-thirds (2/3) of the votes cast by the Class A Members present, in person or by proxy, at a meeting duly called for that purpose. The provisions of this subsection shall not apply to, nor be a limitation upon, any change in the maximum annual assessment incident to a merger or consolidation as provided in §47F-2-121 of the Act.

Section 4. Date of Commencement of Annual Assessments; Amount of Assessments; Certificate of Payment; Ratification of Budgets. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to a Lot on the first day of the month after the Lot is subjected to this Declaration.

Subject to the provisions of this Section, the Board of Directors may fix the annual assessment for Class A Lots at any amount not in excess of the Maximum Annual Assessment in effect for the appropriate

assessment year. The annual assessment for Class B Lots shall be one-fourth (1/4) of the assessment for Class A Lots. Unless a lower amount is set by the Board of Directors, the initial annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year. Annual assessments shall be fixed at a uniform rate for all Lots in each Class and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors. Any monies paid at any time by the Declarant for common expenses or otherwise for or on behalf of the Association shall be credited against past or future assessments due from the Declarant.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

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

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

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Sub-Association Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, *provided that* any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article and further provided that the special assessment for a Class B Lot shall always be one-fourth (1/4) of the special assessment for a Class A Lot. Special assessments shall be fixed at a uniform rate for all Lots within each Class and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3(b) and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 5 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of Lots shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the same notice requirement, and if the meeting is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments; Remedies. An assessment not paid within fifteen (15) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at a rate established by the Board of Directors from time to time, but in no event shall such rate be greater than eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due, and shall have the right and power to take such action as is necessary to conduct such foreclosure and convey the Lot to the purchaser at the foreclosure proceeding, including, without limitation, the right to appoint a trustee or to request appointment of a commissioner to conduct the foreclosure. Interest, late payment charges, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Sub-Association Common Area or by abandonment of his Lot.

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

Section 9. Exempt Property. All Sub-Association Common Area owned in fee by the Association, all property dedicated to and accepted by a public authority, and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to residential use shall be exempt from said assessments.

Section 10. Working Capital Fund. At the time of closing of the initial sale of each Dwelling constructed on a Lot, a sum equal to one-sixth (1/6) of the annual assessment for Class A Lots in effect at the time of such sale shall be collected from the purchaser of such Lot and transferred to the Association as part of its working capital. The purpose of the working capital fund is to ensure that the Association will have adequate cash available to meet its initial operating expenses or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the

Association pursuant to this Section shall not be considered as an advance payment of any regular assessment.

## ARTICLE VI MAINTENANCE OF LOTS AND UNITS

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

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

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

## ARTICLE VII RIGHTS OF LENDERS

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

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

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

(d) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

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

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

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

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

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Sub-Association Common Area for other than the repair, replacement, or reconstruction of the damaged improvements or, as provided in §47F-3-113 of the Act, for distribution to the Owners, provided, however, that, except as provided in §47F-2-118 of the Act, any distribution to Owners shall be in the form of a credit toward current or future assessments due from the Owners to the Association.

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

Section 5. Collection of Assessments. No mortgagee shall have any obligation to collect any assessment under the Declaration.

## ARTICLE VIII EASEMENTS

In addition to all other easements granted or reserved elsewhere in this Declaration including, without limitation, those reserved or granted in Article XIII hereof, Declarant hereby grants and/or reserves the following easements.

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

For a period of twenty-five (25) years from the date hereof, Declarant grants to and reserves for the Developer, the Association, and their successors and assigns, an easement and right of ingress, egress and regress on, over and under the Properties to maintain and correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right

to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, the person or entity taking such action shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. The person or entity taking such action shall give reasonable notice of its intent to take such action to all affected Owners.

Section 2. Easement for Support. Every Lot and Unit which contributes to the lateral and/or vertical support of any adjoining Unit(s) shall be burdened with an easement of support for the benefit of such adjoining Unit(s).

Section 3. Easement For Encroachments. In the event that any structure erected on a Lot encroaches upon any other Lot or the Sub-Association Common Area, and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Sub-Association Common Area or other Lot for so long as such encroachment shall naturally exist. In the event that any structure erected principally on the Sub-Association Common Area encroaches upon any Lot, then an easement shall exist for the continuance of such encroachment of such structure onto such Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed so as to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner so as to continue such encroachment, except such encroachment as was in existence as of the date of conveyance of the Lot to an Owner other than the Declarant or Developer.

Section 4. Easement Over Sub-Association Common Area. A perpetual, nonexclusive easement over, under and through the Sub-Association Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to, from and over the Sub-Association Common Area and for utilities serving such Lot. Any conveyance or encumbrance of such Sub-Association Common Area is subject to the easements granted herein.

Section 5. Association's Easement Upon Lots. The Association shall have a right, license and easement to go upon any Lot for the purpose of fulfilling its obligations under this Declaration, the restrictive covenants applicable to the Subdivision, and any other laws, ordinances, rules and regulations, public or private, which the Association is obligated or permitted to enforce. Such easement shall include, without limitation, the right to go on any Lot to correct, repair or alleviate any condition which, in the opinion of the Board of Directors of the Association or of the manager employed by the Association, creates or may create an imminent danger to the Sub-Association Common Area or improvements thereon.

Section 6. Easements for Governmental Access. An easement is hereby established over the Sub-Association Common Area and every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters; maintaining and replacing water, sewer and drainage facilities; and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

## ARTICLE IX ARCHITECTURAL CONTROL

Architectural review and approval of any improvement to be constructed or installed on any Lot or the Sub-Association Common Area and any change or modification of any such improvement shall be done in accordance with Article X of the Master Declaration.

## ARTICLE X PARTY WALLS

Section 1. Rules of Law. As required by §10-3073(b)7 of the Raleigh City Code, as from time to time amended, all common party walls between individual Units shall conform to the requirements of the North Carolina State Building Code.

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

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

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

Section 4. Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Sub-Association Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Sub-Association Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot(s) and Sub-Association Common Area to as nearly the same condition as that which existed prior to commencement of the work as is reasonably practicable. Except in an emergency situation, an Owner entering upon another Owner's Lot as provided herein shall give reasonable oral or written notice to the Owner of the Lot on which such entry is to be made.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act or omission, causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements and of repairing any damages resulting from such Owner's failure to timely and adequately provide such protection.

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

Section 7. Certification by Adjoining Property Owner That No Contribution Is Due. If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request the adjoining property Owner to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and without charge; provided, however that where the adjoining property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed. If an adjoining Owner fails to give a certification within ten (10) days of actual receipt of such request, such failure shall be conclusively deemed a certification that no such contribution is due.

## ARTICLE XI USE RESTRICTIONS

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

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

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

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

Section 5. 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 to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. No sign of any kind shall be displayed in or on the Sub-Association Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant and Developer shall each have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Sub-Association Common Area in connection with the development and sale of the Properties.

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

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

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

and the cost of towing and storage shall be the responsibility of the Owner of the Lot to which such vehicle is registered or the Owner of the vehicle, as appropriate.

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

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

Section 8.     Garbage; Unsightly Storage. All trash and rubbish shall be kept in garbage cans stored behind the Unit in such a manner as not to be visible from the street upon which the Unit fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

Notwithstanding the foregoing, no vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports materials or substances defined as hazardous or toxic by any applicable legal requirements shall be kept or stored or allowed to remain in or on the Properties at any time, except as may be required to effectuate transportation or removal of such prohibited materials and substances through or from the Properties, or, with respect to explosive materials, as may be reasonably required in connection with the construction or installation of streets and utilities in the Properties, or as may be allowed by Declarant, during the Declarant Control Period, and thereafter, the Board, when reasonably required for the construction of other improvements within the Properties.

Section 9.     Fines. The Board of Directors shall have the right and authority to levy fines or penalties for the violation of any provision of this Declaration and/or the rules and regulations hereafter promulgated by the Board pursuant thereto. Any monetary fine or penalty shall be deemed a Special Assessment against the Lot of the Owner against whom such fine or penalty is assessed.

Section 10. Other Governing Documents. The Subdivision is part of the Bedford at Falls River Planned Unit Development, and the Lots within the Subdivision, and the Owners of such Lots, are subject to the Master Declaration. In the event of an inconsistency between any provision of this Declaration and the Master Declaration, the more restrictive provision shall control.

## ARTICLE XII GENERAL PROVISIONS

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

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below. During the Declarant Control Period, the Declarant may amend this Declaration, without the consent or joinder of the Members or the Association, for the purpose of conforming this Declaration to the requirements of any governmental law or regulation or for correcting errors. This Declaration may also be amended during the first twenty-five year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. No amendment shall be effective unless it has been approved, if required by Section 4 of this Article XII, by the Federal Housing Administration or Secretary of Veterans Affairs, and is recorded in the office of the Register of Deeds of Wake County. No amendment to this Declaration shall be effective if such amendment would be prohibited under Section 3 of Article XIV of the Master Declaration unless such amendment is approved in writing by the Developer (for these purposes, the Developer is the Declarant as referred to in the Master Declaration).

Section 4. FHA/VA Approval. In the event that Declarant has arranged for and provided purchasers of Lots with FHA-insured or VA-guaranteed mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions may require the prior approval of the Federal Housing Administration or the Secretary of Veterans Affairs: annexation of additional properties not included within the property identified on Exhibit B, mortgaging of real property owned by the Association, deeding of Sub-Association Common Area to persons other than the Association (except for the granting of an easement permitted by Section 1(c) of Article IV hereof, or exchanges permitted by Article IV, Section 1(c) and Article XIII, Section 4 hereof), and amendment of this Declaration, except amendments by the Declarant as provided in Section 3 of this Article XII.

Section 5. Non-Liability of Governmental Entities. The City of Raleigh shall not be responsible for failing to provide any emergency or regular fire, police, or other public service to the Properties, any Lot, or any Owner or occupant thereof when such failure is due to the lack of access to the Properties or any Lot thereof due to inadequate design or construction of such access, blocking of access routes, or any other factor within the control of the Developer, the Declarant, the Association, an Owner, or an occupant of any Lot.

The City of Raleigh shall not be responsible for maintaining any private street as such streets will not be constructed to the minimum standards sufficient to allow their inclusion for public maintenance. The Association is responsible for maintaining all private streets that are Sub-Association Common Area of the Association. The Master Association is responsible for maintaining all private streets that are common area of the Master Association.

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

Section 7. Insurance. The Association shall procure and maintain adequate liability insurance covering the Association, in an amount not less than \$1,000,000.00. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration.

Section 8. Rules and Regulations. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Sub-Association Common Area and the Lots and shall furnish a written copy of said rules and regulations to the Owner(s) of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the Bylaws of the Association, the rules and regulations adopted by the Association, or the restrictive covenants and other use restrictions applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may

include, but are not limited to, reasonable monetary fines, which fines shall be deemed a special assessment and a lien upon the Lot of the violator, and suspension of the right to vote and the right to use any recreational facilities within the Sub-Association Common Area; provided, however, that the Association may not suspend such Owner's right of access to or any utilities servicing his Lot.

In addition, pursuant to procedures provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Sub-Association Common Area if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association, provided, however, that the Association may not suspend such Owner's right of access to or any utilities servicing his Lot.

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

Section 9. Condemnation/Casualty. If all or any part of the Sub-Association Common Area and improvements thereon are taken by power of eminent domain or are damaged or destroyed by fire or other casualty, the proceeds of the condemnation award or any insurance policies covering such improvements shall be payable to the Association. The Board of Directors shall propose to the Members, at an annual or special meeting held within sixty (60) days after the date of the condemnation or casualty, whether or not to reconstruct the improvements. The insurance proceeds shall be used to reconstruct the improvements except as provided in §47F-3-113(g) of the Act, in which event the proceeds shall be retained by the Association for operation expenses or reserves, as determined by the Board or the Members. Nothing in this Section shall prevent the Board from proposing and the Members from approving the use of such proceeds for construction of different improvements, e.g., playground on Sub-Association Common Area in lieu of a destroyed club house.

Section 10. Association Contracts and Leases During Declarant Control Period. All Association contracts and leases made during the Declarant Control Period which extend beyond the Declarant Control Period must: (i) be for a term of two years or less; (ii) be terminable without penalty by the Association upon ninety (90) days written notice; and (iii) be commercially reasonable and made with an entity not affiliated with the Declarant. Any Association contract or lease entered into before the first Board elected by the Class A Members takes office, and which is not bona fide or which was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the first Board elected by the Class A Members takes office, upon not more than ninety (90) days' notice to the other parties to the contract or lease.

Section 11. Evidence of Member Approval. In the event that any action requires evidence of consent of the Members or a specified percentage of the Members, such approval shall be conclusively presumed if supported by a Certification signed by the President or Secretary of the Association in substantially the following form:

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 CERTIFICATE OF THE TOWNS AT BEDFORD AT FALLS RIVER HOMEOWNERS  
 ASSOCIATION, INC.

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

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

\_\_\_\_\_  
 [President/Secretary]

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Section 12. Number and Gender. Whenever the context requires, the singular shall include the plural, and *vice versa*, and one gender shall include all.

Section 13. Captions. Captions are for the purpose of reference only and shall not be deemed to be in any manner interpretive of any provision of this Declaration.

Section 14. Severability. If any provision of this Declaration is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of the Declaration and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

If any item, term or provision contained in this Declaration is in conflict with any applicable federal, state or local laws, this Declaration shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

Section 15. Conflicts. In the event of a conflict between any provision of this Declaration and the Master Declaration, the more restrictive provision shall control. In the event of a conflict between this Declaration and the Article of Incorporation of the Association, the Articles of Incorporation shall control. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall control.

Specific provisions shall control general provisions. Notwithstanding the foregoing, a construction consistent with the Act, the North Carolina Nonprofit Corporation Act (N.C.G.S. Chapter 55A), and the Raleigh City Code shall in all cases control over any construction inconsistent therewith. The provisions of the Act and the Nonprofit Corporation Act shall in all cases control any conflicting provisions of the Raleigh City Code.

Section 16. Rule Against Perpetuities. As provided in §47F-2-103(b) of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, or rules and regulations adopted pursuant to thereto and §47F-2-102(1) of the Act. In the absence of the protection provided in §47F-2-103(b) of the Act, if any provision of this Declaration violates any applicable rule against perpetuities, such provision shall be deemed amended to be and remain in effect for the maximum period of time that such provision could be in effect without violating the applicable rule against perpetuities.

### **ARTICLE XIII RIGHTS OF DEVELOPER**

Developer has contracted to sell to Declarant the Lots described on Exhibit A, as well as other single-family attached (or townhome) Lots developed or to be developed on the real property described on Exhibit B (the "Exhibit B Property"). It is the intent of Developer and Declarant that the townhome Lots developed out of the Exhibit B Property will be subjected to the Declaration as they are purchased by Declarant from Developer. However, Developer and Declarant also acknowledge the following: (i) ordinances of the City of Raleigh or requirements of the Federal Housing Administration ("FHA") to approve FHA-insured loans or of the Secretary of Veterans Affairs ("VA") to approved VA-guaranteed loans on Dwellings in the Subdivision, may necessitate subjecting Lots owned by Developer to the Declaration prior to their conveyance to Declarant; (ii) if, for any reason, Declarant does not purchase all of the Lots in the Subdivision, Developer may need the ability to deal with those Lots as if it were the Declarant under the Declaration; (iii) Developer, in developing the Subdivision into Lots to sell to Declarant, and in developing other portions of Bedford At Falls River, may need certain rights to access and work in portions of the Subdivision conveyed to the Association and may need to reserve easements over, under and through Sub-Association Common Area; and (iv) certain portions of the real property described on Exhibit B may be developed by Developer as detached single-family residential lots that are not part of the Subdivision, and easements may need to be reserved for such lots over, under and through Sub-Association Common Area for utilities and vehicular access to and from Falls River Avenue. Accordingly, Developer agrees to comply with the following obligations, and the following rights and easements hereby are granted to, or reserved by, Developer, its successors and assigns, and, as specified herein, the future owners of any such detached single-family residential lots, and are in addition to all other rights granted to or reserved by Developer in this Declaration.

Section 1. Agreement to Subject Lots to the Declaration. Developer agrees to subject the portion of the Exhibit B property which is intended to be part of the Subdivision to the Declaration to the extent necessary to satisfy the requirements of the City of Raleigh, FHA and/or VA.

Section 2. Agreement to Convey Sub-Association Common Area. Until such time as all portions of the Subdivision owned by Developer and intended to be Sub-Association Common Area have been conveyed to the Association, Developer agrees to convey to the Association such portions of the Subdivision in a manner that will comply with the requirements of the Raleigh City Code for development of the Subdivision and that will comply with the requirements of FHA and VA for conveyance of Sub-Association Common Area to the Association. All such conveyances may be made by Special Warranty Deed and shall be conveyed in compliance with the provisions of Section 3 of Article IV hereof.

Section 3. Developer's Assessments. Until such time, if any, that Developer becomes a Declarant under the Declaration or Lots owned by the Developer are subjected to this Declaration by the provisions of Section 3 of Article II hereof, Developer, and all Lots owned by Developer, are exempt from all assessments under the Declaration and Developer shall have no votes in the Association, except with respect to any Lots owned by Developer on which a Dwelling has been constructed. Developer may become a Declarant under the Declaration with respect to the Lots it owns by recording in the Wake County Registry one or more Supplemental Declarations declaring itself to be a Declarant with respect to the Lots described in the Supplemental Declaration.

Section 4. Developer's Right to Exchange Common Property. In connection with its development of the Subdivision, Developer shall have the right to exchange real property with the Association pursuant to and limited by the provisions of Section 10-3073 of the Raleigh City Code, or successor section.

Section 5. Developer's Easements. Developer, its agents and contractors, shall have all of the rights and easements of Declarant under the Declaration with respect to easements over, under and through the Sub-Association Common Area. Developer shall have the following additional non-exclusive rights and easements over, under and through the Sub-Association Common Area. For purposes of this Section, the term "Developer" also includes any successor developer of any part or all of the Bedford at Falls River Subdivision.

(a) The right to grant perpetual utility easements on, over, under, across and through the Sub-Association Common Area as may be reasonably necessary for development of the Subdivision and/or other portions of Bedford at Falls River, and the Association shall, upon request, execute any such easement to permit recording of same. For purposes of this Article, "utility" or "utilities" include, without limitation, water, sanitary sewer, storm water drainage, electricity, telephone, natural gas, cable television, greenway easements, and buffers required by City of Raleigh ordinances or other governmental laws, ordinances and regulations. Such easements may be granted by written instrument or plat, and may be publicly-dedicated or private easements. Insofar as reasonably practicable, and except for any portions thereof that by necessity must be at or above the surface of the ground, all utilities installed, used and maintained pursuant to such easements shall be underground. Unless specifically excluded therefrom, the grants of all such easements by Grantor are deemed to include a right of ingress, egress and regress over and upon all portions of Sub-Association Common Area as reasonably required to facilitate the exercise of such easements.

(b) The right to install, use and maintain in Sub-Association Common Area such utilities as may be reasonably be required for development of the Subdivision and/or other portions of Bedford at Falls River.

(c) The right to install, use and maintain in Sub-Association Common Area signs, landscaping (including, without limitation, grass, plants, lighting, and irrigation), fencing and other decorative features in connection with development of the Subdivision.

(d) The right to construct, improve, repair, replace and maintain any and all private streets, driveways and alleys that constitute any part of the Sub-Association Common Area, in accordance with any requirements of the City of Raleigh, North Carolina and/or in accordance with any contractual obligations of Grantor to any person or legal entity.

(e) A non-exclusive right of pedestrian and vehicular ingress, egress and regress over and upon all Sub-Association Common Area for the purposes of exercising the rights and easements reserved by or granted to Developer under the Declaration, provided, however, that, with respect to vehicular ingress, egress and regress, to the extent reasonably practicable Developer shall use only those portions of the Sub-Association Common Area designed or designated for use by vehicles, such as private streets, driveways and alleys.

(f) A nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Sub-Association Common Area easement, and any other portion of the Lot to the extent necessary to gain access and maintain improvements and facilities within the Sub-Association Common Area easement and/or to exercise its rights as Declarant under the Master Declaration or this Declaration, and no such entry shall be deemed a trespass. To the extent practicable, the Developer shall give reasonable oral notice to the Owner or occupant of such Lot.

(g) The easements reserved in this Section shall exist and continue through the later of the end of the Development Period as defined in the "Declaration For Bedford At Falls River", recorded in Book 9366, Page 0895, as amended by "First Amendment To Declaration For Bedford At Falls River", recorded in Book 9538, Page 1665, and "Second Amendment To Declaration For Bedford At Falls River", recorded in Book 9776, Page 2516, or the time when Grantor has completed all of its obligations to the City of Raleigh or any owner of any lot subdivided out of the real property described on Exhibits A and B to this Declaration. Grantor also may terminate any part or all of said easement rights by recording in the Wake County, North Carolina Registry an easement termination document executed by Grantor.

Section 6. Easement for Certain Single-Family Detached Lots. A perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and regress hereby is reserved for the owners of any detached single-family residential lots subdivided out of the real property described on Exhibit B to this Declaration, and for their agents, contractors, family members, tenants, sub-tenants, invitees and licensees, over and upon all private streets, driveways and alleys in the Subdivision as shown on plats recorded in the Wake County, North Carolina Registry, from such lots to and from the right-of-way of Falls River Avenue or other public street to which such private streets, driveways and/or alleys connect.

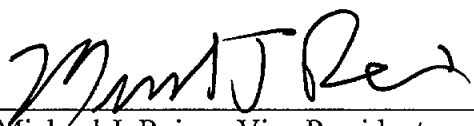
Section 7. Amendments of this Article XIII. As long as the easements reserved for Developer in this Article exist, the provisions of this Article may not be amended or terminated without the written consent of Developer. If any single-family residential lots are subdivided out of the real property described on Exhibit B and vehicular access from such lots to and from a public street is over an easement established pursuant to Section 6 of this Article, the provisions of Section 6 of this Article may not be amended or terminated without the written consent of the owners of all of the single-family residential lots affected by such amendment or termination. When any such lot is owned by two or more persons, consent may be given by any one or more of such persons.

Section 8. Compliance with Laws. Developer's exercise of all rights and easements under this Article shall comply with all applicable governmental laws, ordinances and regulations.

IN WITNESS WHEREOF, Declarant and the Developer have each caused this instrument to be executed in its name by its duly authorized officer or Manager, as of the date set forth in the notary acknowledgment below.

**DECLARANT:**

**The New Fortis Corporation**

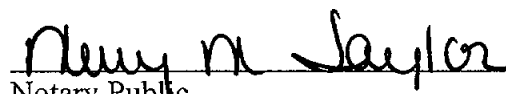
By:   
Michael J. Reiser, Vice President

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STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, the undersigned, a Notary Public for the County and State aforesaid, certify that Michael J. Reiser personally appeared before me this day and acknowledged and acknowledged that he is a Vice President of **The New Fortis Corporation**, a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of June, 2003.



  
Notary Public  
My commission expires: 7-16-07

**DEVELOPER:**

**BRANDYWINE, L.L.C.**, a Virginia Limited Liability Company  
doing business in North Carolina as **BRANDYWINE OF VIRGINIA, L.L.C.**

By: \_\_\_\_\_

Nathan D. Benson, Manager

COMMONWEALTH OF VIRGINIA -- COUNTY or CITY OF VIRGINIA BEACH

I, the undersigned, a Notary Public for the County and State aforesaid, certify that Nathan D. Benson personally appeared before me this day and acknowledged that he is a Manager of **Brandywine, L.L.C.**, a Virginia Limited Liability Company doing business in North Carolina as Brandywine of Virginia, L.L.C., and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the Company.

Witness my hand and official stamp or seal, this the 4<sup>th</sup> day of June, 2003.



K. Mackenzie  
Notary Public

My commission expires: 09-30-06

**EXHIBIT A**

Lying and being in the City of Raleigh, Neuse Township, Wake County, North Carolina, and being more particularly described as follows:

All of **Lots 863-878**, inclusive, and **Lots 891-896**, inclusive, in **Phase 22**, of **Bedford At Falls River**, as said Lots are shown and described on the map entitled "BEDFORD @ FALLS RIVER - MAP 10, Phase 22 - Open Space/Private Common Area Deleniation Map", recorded in **Book of Maps 2003, Pages 884-885**, Wake County Registry, and the area identified and described as:

- (i) Sub-Association Common Area & Tree Save/Open Space, 1.11 acres";
- (ii) "S.A.C. & Tree Save/Open Space, 0.21 acres";
- (iii) "S.A.C. & Open Space, 1.31 acres";
- (iv) "S.A.C. & Private Common Area/Open Space, 0.39 acres";
- (v) the right-of-way of Winding Waters Way; and
- (vi) the right-of-way of Settle In Lane.

**EXHIBIT B**

Lying and being in the City of Raleigh, Neuse Township, Wake County, North Carolina, and being more particularly described as follows:

All of the real property and improvements thereon in Phases 22, 23 and 24 as generally shown on the map entitled "BEDFORD @ FALLS RIVER - TRACT 18, Phases 28 And 29", prepared by The John R. McAdams Company, Inc., dated 09-05-02, File Name WDL01000-0AS2.DWG, and the contiguous real property which is approved by the City of Raleigh for inclusion in the Towns at Bedford at Falls River, saving and excepting therefrom the property identified on **Exhibit A** which has hereby been subjected to the Declarations of The Towns at Bedford at Falls River.

Laura M Riddick  
Register of Deeds  
Wake County, NC



Book : 010203 Page : 00597 - 00632

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 K. mahnzie  
Mary m Taylor  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ 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: Michael D. Blatch  
Assistant/Deputy Register of Deeds

This Customer Group  
\_\_\_\_\_ # of Time Stamps Needed

This Document  
36 New Time Stamp  
# of Pages