

PREPARED BY: EDWARD V. ZOTIAN
RETURN TO: Hendrick, Zotian, Bennett, Cocklereece & Robinson Box

1752 P0421

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NORTH CAROLINA)
FORSYTH COUNTY)

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE
COVENANTS, EASEMENTS AND
COMPLIANCE REGULATIONS FOR
THE DEVELOPMENT KNOWN AS
GREEN OAKS APARTMENTS

THIS DECLARATION, made on the date hereinafter set forth by DAVID W. WEATHERMAN and wife, MARTHA G. WEATHERMAN, S. LEO RECORD and wife, MARIETTA P. RECORD, STEVAN DUPOR and wife, SUE L. DUPOR, LARRY H. WATLINGTON and wife, ELOISE L. WATLINGTON, MARK D. ROBBINS, PAUL J. MEIS and wife, MARCIA D. MEIS, JON C. CARLSON by and through his attorney-in-fact JOSEPH K. PLAISTED and wife, VALERIE CARLSON by and through her attorney-in-fact JOSEPH K. PLAISTED, FRANK PLAISTED by and through his attorney-in-fact JOSEPH K. PLAISTED and wife, ELIZABETH A. PLAISTED by her attorney-in-fact JOSEPH K. PLAISTED, D.S. KAR and wife, NIRMALA D. KAR, RICHARD V. KERSHNER and wife, DIANA T. KERSHNER, WILLIAM E. GARRIS and wife, FRANCES F. GARRIS, LARRY K. JONES and wife, JEAN B. JONES, HORACE A. SLATE and wife, CAROL N. SLATE, JOHN W. MORRIS, SR. and wife, BONNLYN M. MORRIS, BENNY D. STOCKTON, GEORGE THOMAS PARDUE and wife, CLORIE M. PARDUE, GEORGE O. VAUGHN and wife, AGNES H. VAUGHN, MICHAEL DEAN LANDRETH and wife, KIMBERLY S. LANDRETH, JOSEPH V. MORRIS and wife, HELEN A. MORRIS, WILLIE A McMOORE and wife, MAGGIE McMOORE, ABBA, INC., a North Carolina corporation, STYLE PERFECT FURNITURE GALLERIES, INC., a North Carolina corporation, FOXWOOD LIMITED, a North Carolina Partnership and C & B INVESTMENTS, a North Carolina general partnership (hereinafter jointly referred to as "Declarant",

WHEREAS, the Declarant is the owner of certain property in the County of Forsyth, State of North Carolina, which is more particularly described as set out in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, the prior owner of the property, Gupton Enterprises, Inc., a North Carolina corporation; Harris B. Gupton and his wife, Samie Gupton; and Foxwood Limited, a North Carolina general partnership (hereinafter referred to as "Developer"), did establish certain declarations for the development known as Green Oaks Apartments, which Declaration was recorded in Book 1464, page 4, Forsyth County Register of Deeds, which Declaration is hereby amended, restated and replaced in its entirety by the following:

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and

desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Green Oaks Owners' Association, Inc., its successors and assigns.

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

SECTION 3. "Properties", "Property" and/or "Planned Residential or Unit Development" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Easement" and/or "Common Area" shall mean all of that land so identified within the boundary delineated on subdivision plats of subportions of Green Oaks Apartments which shall be approved by the Association and placed of record from time to time in the Office of the Register of Deeds of Forsyth County, North Carolina, all existing private streets, roadways and access easements and all parking areas and trash dumpster pads within the Property, and such other land as may be annexed thereto as Common Area and/or Easement in the coordinated development of the area and pursuant to the terms hereof.

SECTION 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 6. "Declarant" shall mean and refer to the above listed persons, their successors and assigns, if such successors or assigns should acquire one or more undeveloped Lots from Declarant and the instrument of conveyance specifically grants all or a part of Declarant's rights hereunder.

SECTION 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Areas and subject to Common Easements imposed thereon herein, by recorded plat or other instrument.

SECTION 8. "Living Unit" or "Unit" shall mean and refer to an individual residential unit contained in the building located on a Lot.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and/or Common Easements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to grant easements and rights-of-way, to dedicate or transfer all or any part of the Common Area and/or Common Easement to any public agency, authority or utility (including any entity authorized by the appropriate governmental authority to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association;

(b) the right of the Association to impose regulations for the use and enjoyment of the Common Area and Common Easement and improvements thereon, which regulations may further restrict the use of the Common Area and Easements, and specifically including the right to make permanent and temporary assignments of parking spaces and to establish regulations concerning the use thereof, use of Roads, walking paths and other natural and man-made amenities located within the Common Area and Easements, to suspend owners and/or members' rights to use of amenity areas for violation of the rules; and

(c) the right of the Association to exchange portions of Common Area and Easements with the Declarant for substantially unintentional encroachments of improvements onto portions of the Common Area or Easements.

SECTION 2. DELEGATIONS OF USE. Any Owner may delegate his right of enjoyment to the Common Area, Common Easements and facilities to his tenants or contract purchasers, and to other occupants permitted under the terms hereof, subject to such rules and regulations as may be established from time to time by the Association through the Board of Directors.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot shall be a Member of the

Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Members shall be all Owners. Members shall be entitled to one (1) vote for each Living Unit contained in a building on each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot(s) shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast per Living Unit on each Lot. The number of Living Units that may be placed on each Lot is set forth in Exhibit "B" attached hereto and such number shall be the basis of pro rata common assessments.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner for any Lot, by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, which may be collected monthly, quarterly or otherwise as the Board may from time to time determine; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment becomes due. The personal obligation for the delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

All sums assessed or levied in common shall be collected pro rata from the Owners based on the number of Living Units located on each Lot, for example, the total number of Living Units on all Lots being 200 and a specific Lot has 10 such Living Units, then such Lot would be assessed 10/200 or 1/20th of the total assessment. No owner may avoid assessments by election, abandonment of units or non-use of facilities.

SECTION 2. PURPOSE OF ASSESSMENTS.

A. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and Owners of the Properties and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon Lots or

for the use and enjoyment of the Common Area and Common Easements, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, security, the payment of taxes assessed against the Common Area and Common Easements (including, but not limited to, private roads, private easements and walking paths), the procurement and maintenance of such insurance, as the Board of Directors may from time to time determine, including directors and officers liability insurance, the payment of charges for garbage collection service for the Properties, the employment of a manager or managers and attorneys to represent the Association when necessary, and such other needs as may arise.

B. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid into the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner, transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT.

A. The maximum annual assessment applicable to each Membership Classification and each Phase created thereunder shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed the higher of (1) twenty percent (20%) of the maximum annual assessment of the previous year, or (2) the percentage increase shown in the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners or, if such index shall cease to be published, in the index most nearly comparable thereto.

B. The maximum annual assessment chargeable may be increased without limit by a vote of two-thirds (2/3) of the votes of Members within the particular Membership Classification who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and/or Common Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots (based on the number of Units thereon) and may be collected on a monthly basis.

SECTION 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES. The annual assessments provided for herein shall be collected on a monthly basis, and shall commence as to all Lots in private ownership on the first day of the month following the establishment of the assessment by the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot (taking into consideration (a) the budgetary needs of Association, and (b) the limitations upon the amount of increase of annual assessment as provided for herein) and send written notice of each assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 6. EFFECT OF NON-PROFIT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the Lot in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust; and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area, Common Easements or abandonment of his Lot. Proceeding by suit for collection or foreclosure shall

not constitute an election of remedies for any deficiency not collected.

SECTION 7. SUBORDINATION OF THE LIENS TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Such lien shall also be subordinate to any junior lien mortgage or deed of trust if approved by the Board of Directors. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first lien mortgage or deed of trust or any approved junior lien mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust and approved junior lien mortgage or deed of trust.

SECTION 8. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no Lot or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. PURPOSE. The Architectural Control Committee shall regulate the external design, color, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 3. CONDITIONS. No improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or improvements located thereon from its natural or improved state existing on the date of the recording of this Amended and Restated Declaration in the office of the Register of Deeds of Forsyth County, North Carolina shall be made or done without the prior written approval of the Architectural Control Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of the Architectural Control Committee.

SECTION 4. PROCEDURES.

A. Any person desiring to make any improvement, alteration or change described in Section 3 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Architectural Control Committee, which shall evaluate such plans and specifications in light of the purpose of this Article as set forth in Section 2 above. In the event the Committee fails to approve, modify or disapprove in writing an application within sixty (60) days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of this Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

B. As a condition to the granting of approval of any request made under this Article, the Architectural Control Committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Architectural Control Committee. Thereafter, the Owner and any subsequent Owner of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that any cost of maintenance and repair of such improvement shall be a part of the annual assessment or charge set forth herein, and further subject to the lien rights described herein.

ARTICLE VIEXTERIOR MAINTENANCE

It is the obligation of each Owner to maintain the interior and exterior of all buildings, yards and landscaping on his Lot(s) in a good and orderly manner. In the event an Owner of any Lot in the Properties shall fail to so maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after notice to the Owner and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for multi-family residential purposes unless otherwise stated herein, and such residential use shall be limited to:

- (a) The Owner;
- (b) Members of the Owner's immediate family or members of the immediate family of the Owner's spouse. For purposes of this Declaration, "immediate family" shall mean lineal ancestors or descendants of the Owner or the Owner's spouse;
- (c) A tenant of an Owner holding a leasehold estate under a written lease agreement;
- (d) Such other occupancies as may be approved from time to time by the Board of Directors upon prior written application therefor by the Owner. Such application shall set forth the type, nature and duration of the proposed occupancy arrangement, the name and relationship of the proposed occupant, and such other pertinent information as the Board may require;
- (e) No other business activity of any kind shall be conducted in any Lot or in the Properties.

SECTION 2. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or may endanger the health of or unreasonably disturb the Owners of Lots.

SECTION 3. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats or other household pets may be kept and maintained, provided that they are not kept or maintained for commercial purposes, and further provided that they are kept and maintained in compliance with all laws and ordinances of the City of Winston-Salem and the County of Forsyth relating thereto.

SECTION 4. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any Lot or dwelling within the Properties unless and until permission for the same has been granted by the Architectural Control Committee or the Board of Directors of the Association.

SECTION 5. BOATS, TRAILERS AND CERTAIN MOTOR VEHICLES. No boats, buses, trailers, tractor trailers or large trucks, abandoned vehicles, campers or recreational vehicles shall be parked on any Lot, the Common Area or the Common Easements; provided, however, such boats or vehicles (except for abandoned vehicles) may be parked in an area designated for such use by the Board of Directors, which area will be screened from the view of the Lots, if such lot is provided for.

SECTION 6. CLOTHES DRYING. No drying and airing of any clothing or bedding shall be permitted outdoors on any Lot, Common Area or Common Easement.

ARTICLE VII

USE OF RESTRICTIONS: COMMON AREA AND/OR COMMON EASEMENTS

Notwithstanding the right of the Board of Directors to develop and implement rules and regulations pertaining to the use of the Common Area and/or Common Easements, the following Use Restrictions are imposed upon certain portions of said areas:

SECTION 1. NUISANCE. No noxious or offensive activity shall be conducted upon the Common Area and/or Common Easements, nor shall anything be done thereon which may be or may become (a) an annoyance or nuisance to the neighborhood, (b) a danger to the health of other Owners, (c) an unreasonable disturbance of other Owners, or (d) a violation of the rules and regulations adopted by the Board of Directors for the use of said areas.

SECTION 2. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Common Area and/or Common Easements, except that dogs, cats or other usual household pets shall be allowed in said Common Areas only in the event they are on a leash or carried by the Owner thereof.

SECTION 3. GARBAGE AND REFUSE. No refuse, rubbish, trash or waste of any sort shall be thrown or disposed on or upon the Common Area and/or Common Easements, nor shall any objects or materials be placed thereon which would constitute a hazard to the health or safety of others. No automotive repair or maintenance shall be permitted upon the Common Area and/or Common Easements.

SECTION 4. VEHICULAR USE. No vehicle, including cars, automobiles, trucks, motorcycles, motorpeds, motorbikes, trailers or storage campers shall be placed or parked either temporarily or permanently within any Common Area and/or Common Easement, except in such areas as may be designated therefor by the Board of Directors. This restriction shall be applicable to all private roadways located within the Unit Development. No

abandoned vehicles shall be parked within any Common Area and/or Common Easements. In no event shall motorcycles, motorpeds or motorbikes be operated or used on any portion of the Common Area and/or Common Easements including specifically, all private roadways and streets, except as such use may be approved by the Board of Directors.

ARTICLE IX

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service), private roads and drainage facilities are reserved as shown on the recorded plat and plats that may be recorded for annexation of additional land. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which interfere with ingress, egress and regress over and along any private road. An easement is hereby established for the benefit of the City of Winston-Salem over all Common Areas and Common Easements as may be reasonably necessary for the setting, removal and reading of water meters and maintenance and replacement of water, sewer and drainage facilities, for affording police and fire protection, and for the collection of garbage.

SECTION 2. UNINTENTIONAL ENCROACHMENTS. In the event that any improvements on a Lot shall encroach upon any Common Area, Common Easements or any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area, Common Easements or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area or Common Easements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment on the Common Area or Common Easements into any such Lot for so long as such encroachment shall naturally exist.

SECTION 3. EASEMENTS GRANTED AND RESERVED UNTO THE ASSOCIATION. The following rights and easements are granted, reserved and retained unto the Association by the Declarant and shall be permanent and be a burden running with the title to each Lot in the Property and those which may subsequently be annexed into the Properties. Such rights and easements carry with each and all, the right of ingress, egress and regress by the Board of

Directors of the Association, its member or members, its agents, contractors and/or licensees to carry out the purposes for which the easements are reserved:

(a) Easement to enter upon any Lot to perform certain maintenance and repairs of the improvements located thereon when it is determined by the Board of Directors that such maintenance is necessary in accordance with this Declaration and the By-Laws of the Association.

(b) Easement to enter upon any Lot for the purpose of routine grass cutting and landscaping maintenance and for the purpose of adding or removing trees, shrubs and other plants and landscaping materials.

(c) Easement to enter upon any Lot for the purpose of grading and constructing swales, retaining walls, drainage pipes, utilities or other alterations and improvements to abate a water or support problem and/or for construction problems which affect the entire Lot and/or any adjacent Lots in the property or adjacent thereto, and to install and maintain utility and service lines of all types for the benefit of all or any one Property when necessary or desirable in the opinion of the Board of Directors.

(d) Easement to construct and install thereon mailboxes, refuse and/or garbage collection devices and containers, directional signs, identification signs, and other items necessary and desirable for the proper functioning of the Properties and access to such devices and/or containers by other property Owners and/or the tenants of same when area locations rather than individual Lot locations are determined by the Board of Directors to be necessary or desirable.

In exercising the use of any easements here reserved on the plats now recorded or those that may be subsequently recorded to annex other property into the jurisdiction of the Association, the Association shall make level or to the contour of the yard surface any disturbed soil and reseed and replace such damaged landscape items and in general repair and replace such damage as may result from the exercise of the easements which are not covered by insurance proceeds and such costs shall be common expense if the Board of Directors deems it so, or the Board may determine such expense to be beneficial to one or more Lots and assess such costs to such Lot or Lots.

ARTICLE X

COVENANT OF OWNER TO KEEP BUILDING INSURED

SECTION 1. INSURANCE. Each Owner of any Lot within the

Properties, by acceptance of a deed therefor, whether or not it shall be expressed in said deed, or by exercise of any act of ownership, is deemed to covenant as follows:

(a) To obtain and maintain at Owner's expense a fire or hazard insurance policy or policies with extended coverage insuring the improvements to the full replacement value thereof.

(b) In the event of damage or destruction of the building housing Living Units, the Owner shall apply the full amount of the insurance proceeds to the repair, restoration or rebuilding of the building housing Living Units subject to the provisions and covenants contained in any first mortgage or deed of trust lien against the Lot.

(c) In the event of complete or substantially complete destruction, the Owner shall within a reasonable time clean up and haul away all debris and material from the Lot to make the same ready for reconstruction and if the building is not to be reconstructed, to make the Lot safe and presentable in appearance so that the value of the remaining Properties are not affected thereby.

(d) Failure of an owner to repair, reconstruct or make the Lot safe and presentable within a reasonable time shall allow the Board of Directors of the Association after obtaining at least two bids from reputable contractors, to do such acts and expend such funds as are necessary, after notice to the Owner, to make the building a complete architectural unit or to knock down and haul any debris and make the Lot safe and presentable and charge and assess such expense and costs to the Owner and have lien therefor on the Lot and the right to sell the same in satisfaction thereof and/or sue the Owner if not paid, as other assessments herein called for are enforceable. Any structure to be reconstructed in design, color or otherwise which is not a reproduction of the original design, color, etc., shall be approved by the Architectural Control Committee prior to reconstruction or exterior change of any type being commenced.

SECTION 2. Each Owner shall obtain and maintain at his expense a broad form public liability policy or policies in conjunction with or separate from the fire or hazard insurance policy.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association or any Owner shall

have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, rules, regulations, liens and charges now or hereafter imposed or authorized by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction or other provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Violations or disagreements concerning the restrictions, conditions, covenants, rules and regulations by the Owners or otherwise shall be referred to the Board of Directors or discussed at the regular Association meeting. Final decisions relative to violations or disagreements will be made by the Board of Directors, including amplification, amendment, modification and implementation of same.

SECTION 2. SEVERABILITY. Invalidity of any one of the covenants or restrictions contained by judgment or court order shall in no wise affect any other stated provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20)-year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments as herein provided or affect any lien for the payment thereof established herein. Any amendment must be properly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina. No amendment shall take away access and utility services to a Lot unless the Owner consents to such removal.

ARTICLE XII

RIGHTS OF MORTGAGEES

SECTION 1. NOTIFICATION OF DEFAULT BY MORTGAGOR. Any First Mortgagee or any approved junior mortgagee of any Lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under these Declarations when such default is not cured within thirty (30) days from its occurrence.

SECTION 2. ASSENT OF FIRST MORTGAGEES TO CERTAIN ACTIONS BY THE ASSOCIATION. The following shall require the assent in writing of at least seventy-five percent (75%) of the First Mortgagees only (based upon one vote for each first lien deed of trust), which assent shall not be arbitrarily withheld.

(a) Abandonment, partition, subdivision, encumbrances, sale or transfer of real estate or improvements thereon which is owned by the Association for the benefit of the Lots. Provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this subparagraph.

(b) Alteration or amendment of the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) Waiver or abandonment of any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any building, fence, wall or other structure upon the Properties, the exterior maintenance of Lots, the maintenance of party walls or common fences, driveways and private roads within the Properties, or the upkeep of lawns and plantings within the Properties.

(d) Use of hazard insurance proceeds for losses to improvements located on Association property for other than the repair, replacement or reconstruction of such improvements.

In the event a First Mortgagee fails to respond to a written request for assent within thirty (30) days after such request has been submitted to it by the Association, written assent will not be required by said First Mortgagee; and said First Mortgagee shall be deemed to have given its assent in compliance with this Section.

SECTION 3. TAXES AND INSURANCE. Any First Mortgagee of a Lot acting alone or with other First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any property owned by the Association and may pay overdue premiums on hazard insurance policies on property owned by the Association or secure renewals of such hazard insurance coverage upon the lapse of a policy for such property; and First Mortgagees mailing such payments shall be entitled to immediate reimbursement therefor from the Association.

AK1752 P0437

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document, adopted the word "Seal" or "Corporate Seal" as its respective seal and intending to make this a sealed document, as of the 17th day of November, 1990.

[illegible]

RK1752 P0438

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document, adopted the word "Seal" or "Corporate Seal" as its respective seal and intending to make this a sealed document, as of the 17th day of November, 1990.

~~David W. Weatherman~~ (SEAL)
~~Martha G. Weatherman~~ (SEAL)
~~A. L. Reese~~ (SEAL)
~~Marion P. Reese~~ (SEAL)
~~Steven Dyer~~ (SEAL)
~~Dye L. Dyer~~ (SEAL)
~~Larry H. Watlington~~ (SEAL)
~~Colin L. Watlington~~ (SEAL)
~~Mark D. Robbins~~ (SEAL)
~~Marcia D. Meis~~ (SEAL)
~~William L. Meis~~ (SEAL)
~~Paul Carlson by attorney in fact~~ (SEAL)
~~James L. Kershner~~ (SEAL)
~~James L. Kershner by attorney in fact~~ (SEAL)
~~Elizabeth A. Kershner by attorney in fact~~ (SEAL)
~~Paul H. Meis~~ (SEAL)
~~Richard V. Kershner~~ (SEAL) ✓
~~Deana J. Kershner~~ (SEAL) ✓
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

[illegible]



[CORPORATE SEAL]

BK1752 P0440

Style Perfect Furniture
Galleries Inc.

By: Thomas P. Hollinger
President

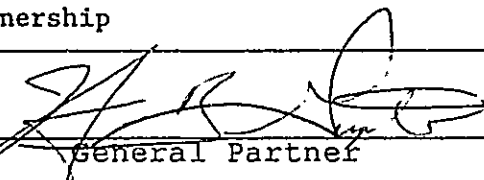
ATTEST:

Kay H. Hollinger
Secretary

RK1752 P0441

FOXWOOD LIMITED, a North Carolina
Partnership

By:


General Partner

(SEAL)

BK1752 P0442

ATTEST:

BY:

Secretary

(Corporate Seal)

ABBA, INC.

BY:

President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

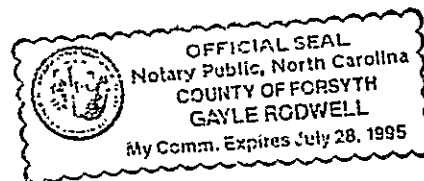
I, Gayle Rodwell, a Notary Public of the
County and State aforesaid, certify that Edward V. Zotian
personally appeared before me this day and acknowledged that (s)he
is the Secretary of Abba, Inc., a North Carolina Corporation,
and that by authority duly given and as the act of the corporation,
the foregoing instrument was signed in its name by its President,
sealed with its Corporate Seal and attested by
Edward V. Zotian as its Secretary.

WITNESS my hand and Notarial Seal or Stamp, this the 28TH day
of July, 1992.

Gayle Rodwell
Notary Public

My Commission Expires:

July 28, 1995
Notarial Seal/Stamp



RK1752 P0443

STATE OF North Carolina - COUNTY OF Forsyth

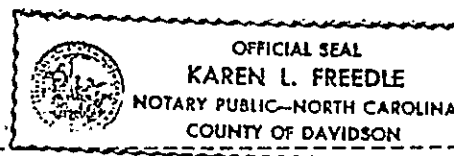
I, KAREN L. FREEDLE, a Notary
Public of DAVIDSON County, State of North Carolina,
do hereby certify that HARRIS B. GUPTON,
General Partner of Foxwood Limited, a
North Carolina general partnership, personally
appeared before me this day and acknowledged the execution of the
foregoing instrument on behalf of said general partnership.

WITNESS my hand and official stamp or seal, this the 11th
day of MAY, 1992.

Karen L. Freedle
Notary Public

My Commission Expires:

2-11-95



STATE OF _____ - COUNTY OF _____

I, _____, a Notary
Public of _____ County, State of _____,
do hereby certify that _____,
General Partner of _____, a
_____ general partnership, personally
appeared before me this day and acknowledged the execution of the
foregoing instrument on behalf of said general partnership.

WITNESS my hand and official stamp or seal, this the _____
day of _____, 199 .

Notary Public

My Commission Expires:

RK1752 P0444

C & B INVESTMENTS, a North Carolina
General Partnership

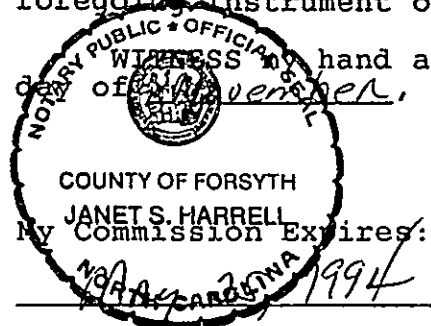
By: Welford L. Courts, Jr. (SEAL)
General Partner

BY: A. E. Brady (SEAL)
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, Janet S. Harrell, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that Welford L. Coutts, Jr.,
General Partner of C & B Investments, a
North Carolina general partnership, personally
appeared before me this day and acknowledged the execution of the
foregoing instrument on behalf of said general partnership.

WITNESS my hand and official stamp or seal, this the 6th
day of November, 1991.



Janet S. Harrell
Notary Public

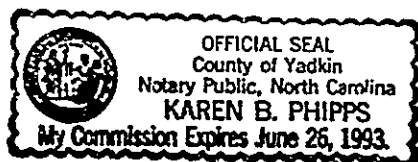
STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, _____, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that C.E. Braddy,
General Partner of C & B Investments, a
North Carolina general partnership, personally
appeared before me this day and acknowledged the execution of the
foregoing instrument on behalf of said general partnership.

WITNESS my hand and official stamp or seal, this the 15th
day of November, 1991.

Karen B. Phipps
Notary Public

My Commission Expires:

6-26-93

STATE OF North Carolina - COUNTY OF Forsyth

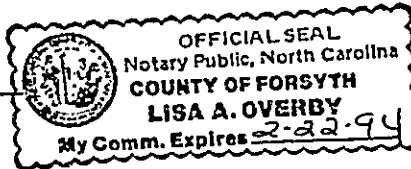
I, Lisa A. Overby, a Notary Public of the State and County aforesaid, certify that Ray H. Trolinger personally came before me this day and acknowledged that <s>he is Ray H. Trolinger Secretary of Style Perfect Furniture Galleries, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by <himself/herself> as its Ray H. Trolinger Secretary.

WITNESS my hand and official stamp or seal, this the 4th day of June, 1991.

Lisa A. Overby
Notary Public

My commission expires:

2-22-94



STATE OF _____ - COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged that <s>he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by <himself/herself> as its _____ Secretary.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 19____.

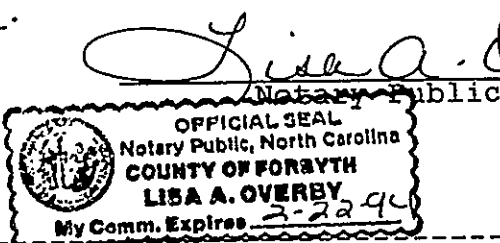
Notary Public

My commission expires:

STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Steven Dupor and Sue T. Dupor personally appeared before me this day and acknowledged the execution of the foregoing instrument.

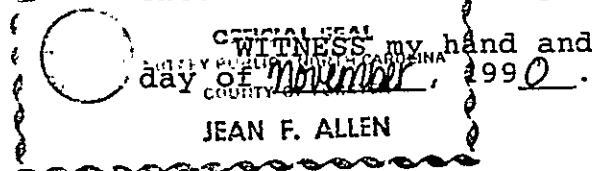
WITNESS my hand and official stamp or seal, this the 15th day of November, 1990.



My Commission Expires:

2-22-94STATE OF North Carolina - COUNTY OF Forsyth

I, Jean F. Allen a Notary Public of Forsyth County, State of North Carolina, do hereby certify that John W. Morris, Sr. and Bonny M. Morris personally appeared before me this day and acknowledged the execution of the foregoing instrument.



WITNESS my hand and official stamp or seal, this the 17th day of November, 1990.

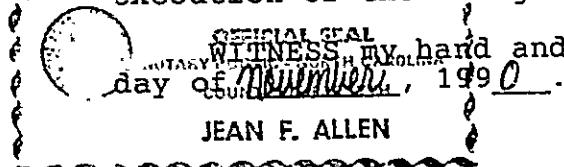
JEAN F. ALLEN

Notary Public

My Commission Expires:

August 26, 1994STATE OF North Carolina - COUNTY OF Forsyth

I, Jean F. Allen a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Benny D. Stockton personally appeared before me this day and acknowledged the execution of the foregoing instrument.



WITNESS my hand and official stamp or seal, this the 17th day of November, 1990.

JEAN F. ALLEN

Notary Public

My Commission Expires:

August 26, 1994

STATE OF North Carolina - COUNTY OF Forsyth

I, Jean F. Allen a Notary Public of Forsyth County, State of North Carolina, do hereby certify that George Thomas Pardee and Marie M. Pardee personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 17th day of November, 1990.

COUNTY OF FORSYTH

JEAN F. ALLEN

My Commission Expires:

August 26, 1994

Jean F. Allen
Notary Public

STATE OF North Carolina - COUNTY OF Forsyth

I, Jean F. Allen a Notary Public of Forsyth County, State of North Carolina, do hereby certify that George O. Vaughn and Agnes A. Vaughn personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 17th day of November, 1990.

COUNTY OF FORSYTH

JEAN F. ALLEN

My Commission Expires:

August 26, 1994

Jean F. Allen
Notary Public

STATE OF North Carolina - COUNTY OF Forsyth

I, Jean F. Allen a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Michael Dean Spindler and Kimberly J. Spindler personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 17th day of November, 1990.

COUNTY OF FORSYTH

JEAN F. ALLEN

My Commission Expires:

August 26, 1994

Jean F. Allen
Notary Public

STATE OF Georgia - COUNTY OF Gwinnett

I, Arlene T. Giametta, a Notary Public of Gwinnett County, State of GA, do hereby certify that DAVID W. Weatherman personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13 day of Nov, 1990.

Arlene T. Giametta
Notary Public

My Commission Expires:

Oct 08, 1993

STATE OF Georgia - COUNTY OF Gwinnett

I, Arlene T. Giametta, a Notary Public of Gwinnett County, State of GA, do hereby certify that Martha G. Weatherman personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 3 day of Nov, 1990.

Arlene T. Giametta
Notary Public

My Commission Expires:

Oct 08, 1993

STATE OF North Carolina - COUNTY OF Forsyth

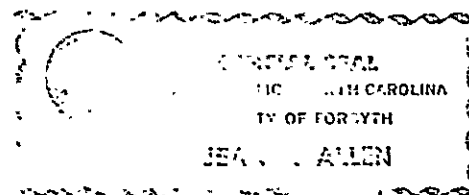
I, Jean F. Allen, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that S. Leo Record and Myrietta P. Record personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12 day of November, 1990.

Jean F. Allen
Notary Public

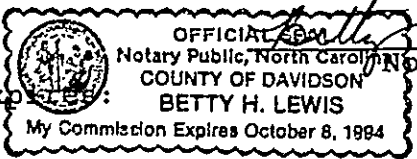
My Commission Expires:

August 26, 1994



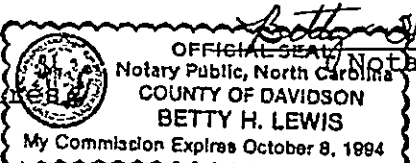
STATE OF North Carolina - COUNTY OF Forsyth
 I, Betty H. Lewis a Notary
 Public of Davidson County, State of North Carolina,
 do hereby certify that William E. Barris AND Frances F. Barris
 personally appeared before me this day and acknowledged the
 execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12th
 day of Nov., 1990.

My Commission Expires: Oct. 8, 1994

 OFFICIAL SEAL
 Notary Public, North Carolina
 COUNTY OF DAVIDSON
 BETTY H. LEWIS
 My Commission Expires October 8, 1994

STATE OF North Carolina - COUNTY OF Forsyth
 I, Betty H. Lewis a Notary
 Public of Davidson County, State of North Carolina,
 do hereby certify that LARRY K. JONES AND JEAN B. JONES
 personally appeared before me this day and acknowledged the
 execution of the foregoing instrument.

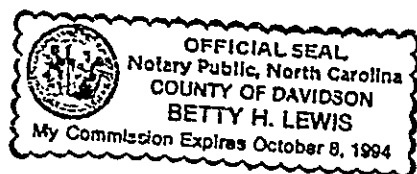
WITNESS my hand and official stamp or seal, this the 12th
 day of Nov., 1990.

My Commission Expires: Oct. 8, 1994

 OFFICIAL SEAL
 Notary Public, North Carolina
 COUNTY OF DAVIDSON
 BETTY H. LEWIS
 My Commission Expires October 8, 1994

STATE OF North Carolina - COUNTY OF Forsyth
 I, Betty H. Lewis a Notary
 Public of Davidson County, State of North Carolina,
 do hereby certify that GRACE A. SLATE & CAROL N. SLATE
 personally appeared before me this day and acknowledged the
 execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12th
 day of Nov., 1990.

Betty H. Lewis
 Notary Public
 My Commission Expires:
Oct. 8, 1994



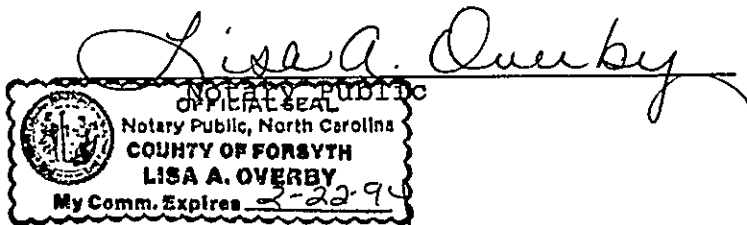
STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Larry H. Watlington personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4th day of January, 1991.

My Commission Expires:

2-22-94



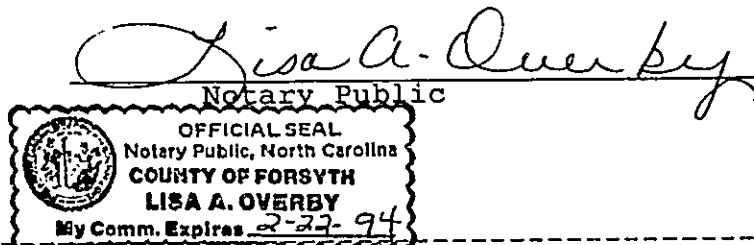
STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Eloise L. Watlington personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4th day of January, 1991.

My Commission Expires:

2-22-94



STATE OF North Carolina - COUNTY OF Forsyth

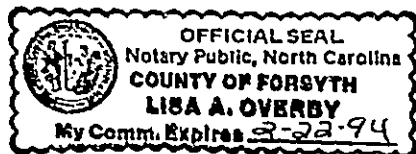
I, Lisa A. Overby a Notary Public of Forsyth County, State of North Carolina, do hereby certify that MARK D. Robbins personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 7th day of January, 1991.

My Commission Expires:

2-22-94

Lisa A. Overby
Notary Public



RK1752 P0452

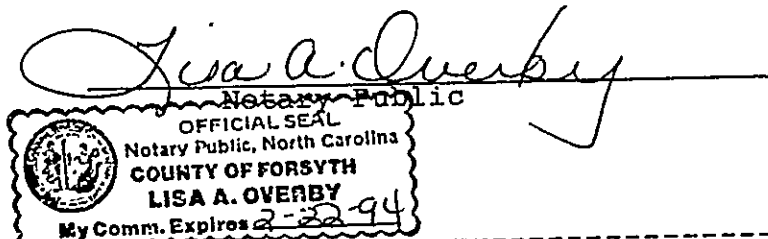
STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Marcia D. Meis personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 11th day of January, 1991.

My Commission Expires:

2-22-94



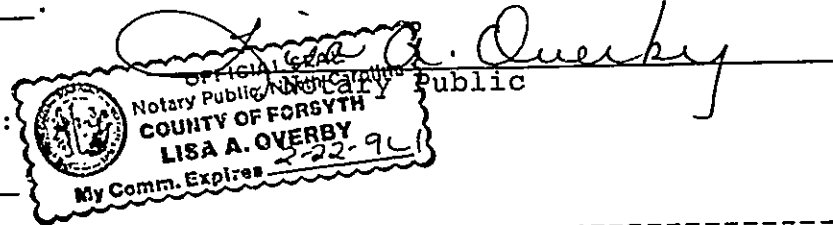
STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Joseph K. Plaisted personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 22nd day of January, 1991.

My Commission Expires:

2-22-94



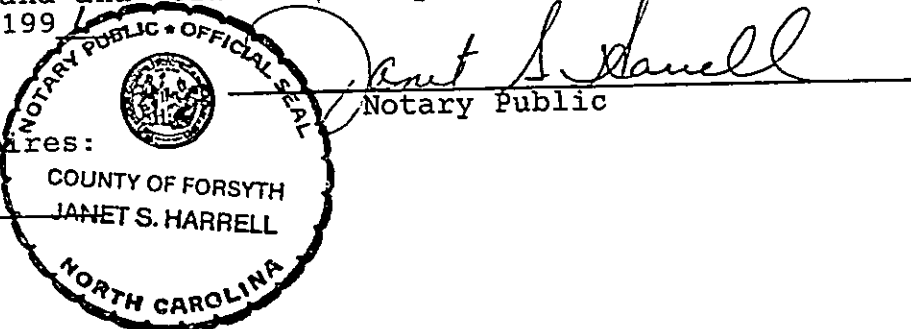
STATE OF North Carolina - COUNTY OF Forsyth

I, Janet S. Harrell, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Willie A. McMoore and wife Maggie McMoore personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of August, 1991.

My Commission Expires:

May 25, 1994

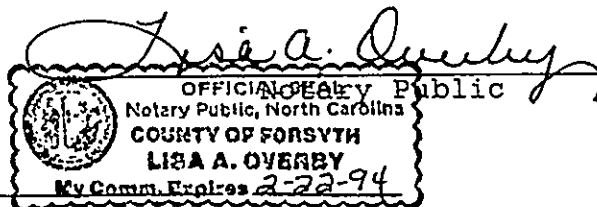


STATE OF NORTH CAROLINA - County of Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, North Carolina, do hereby certify that Joseph K. Plaisted, attorney-in-fact for Valerie W. Carlson, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of Valerie W. Carlson, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of Register of Deeds of Forsyth County, North Carolina, in Book 1707, Page 3391, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said Joseph K. Plaisted acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Valerie W. Carlson.

WITNESS my hand and official seal this 22nd day of January, 1991.

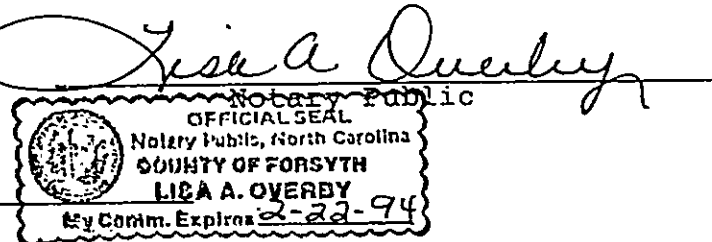
My commission expires:

2-22-94STATE OF NORTH CAROLINA - County of Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, North Carolina, do hereby certify that Joseph K. Plaisted, attorney-in-fact for Jon C. Carlson, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of Jon C. Carlson, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of Register of Deeds of Forsyth County, North Carolina, in Book 1707, Page 3390, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said Joseph K. Plaisted acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Jon C. Carlson.

WITNESS my hand and official seal this 22nd day of January, 1991.

My commission expires:

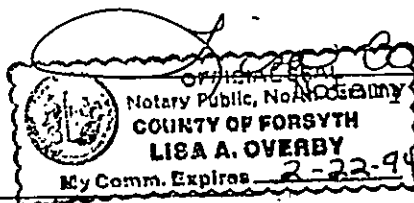
2-22-94

STATE OF NORTH CAROLINA - County of Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, North Carolina, do hereby certify that Joseph K. Plaisted, attorney-in-fact for Frank Plaisted, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of Frank Plaisted, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of Register of Deeds of Forsyth County, North Carolina, in Book 1708, Page 1318, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said Joseph K. Plaisted acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Frank Plaisted.

WITNESS my hand and official seal this 22nd day of January, 1991.

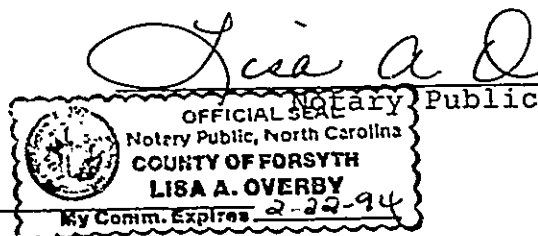
My commission expires:

2-22-94STATE OF NORTH CAROLINA - County of Forsyth

I, Lisa A. Overby, a Notary Public of Forsyth County, North Carolina, do hereby certify that Joseph K. Plaisted, attorney-in-fact for Elizabeth A. Plaisted, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of Elizabeth A. Plaisted, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of Register of Deeds of Forsyth County, North Carolina, in Book 1708, Page 1317, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said Joseph K. Plaisted acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Elizabeth A. Plaisted.

WITNESS my hand and official seal this 22nd day of January, 1991.

My commission expires:

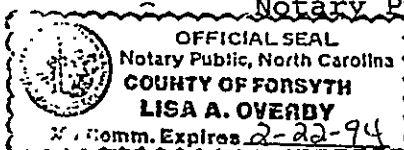
2-22-94

STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that Paul J. Mels
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25th
day of January, 1991.

My Commission Expires:

2-22-94STATE OF South Carolina - COUNTY OF Spartanburg

I, BONNIE TOGLE, a Notary
Public of Spartanburg County, State of SOUTH CAROLINA,
do hereby certify that Richard V. Kershner and wife, Diana T. Kershner
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th
day of OCTOBER, 1991.

My Commission Expires:

10/26/92

STATE OF _____ - COUNTY OF _____

I, _____, a Notary
Public of _____ County, State of _____,
do hereby certify that _____
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the _____
day of _____, 199____.

Notary Public

My Commission Expires:

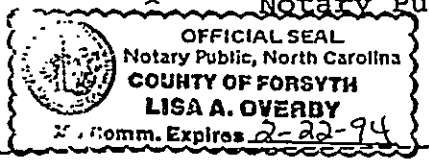
PK1752 P0456

STATE OF North Carolina - COUNTY OF Forsyth
I, Lisa A. Overby, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that Paul J. Mels
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25th
day of January, 1991.

Lisa A. Overby
Notary Public

My Commission Expires:
2-22-94

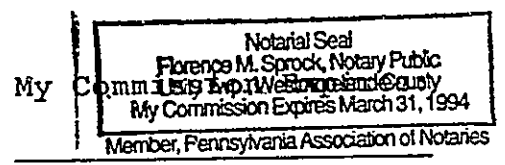


STATE OF PENNSYLVANIA - COUNTY OF WESTMORELAND

I, FLORENCE M. SPROCK, a Notary
Public of WESTMORELAND County, State of PENNA,
do hereby certify that D.S. Kar and wife, Nirmala Karr
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 9th
day of OCTOBER, 1991.

Florence M. Sprock
Notary Public



STATE OF _____ - COUNTY OF _____

I, _____, a Notary
Public of _____ County, State of _____,
do hereby certify that _____
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the _____
day of _____, 199____.

Notary Public

My Commission Expires: _____

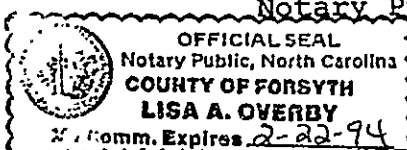
STATE OF North Carolina - COUNTY OF Forsyth

I, Lisa A. Overby, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that Paul J. Mels
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25th
day of January, 1991.

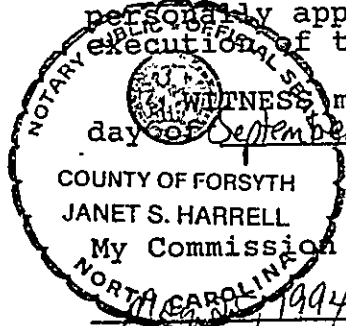
Lisa A. Overby
Notary Public

My Commission Expires:

2-22-94STATE OF North Carolina - COUNTY OF Forsyth

I, Janet S. Harrell, a Notary
Public of Forsyth County, State of North Carolina,
do hereby certify that Joseph V. Morris and wife Helen A. Morris
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 11th
day of September, 1991.



Janet S. Harrell
Notary Public

My Commission Expires:

2-22-94

STATE OF _____ - COUNTY OF _____

I, _____, a Notary
Public of _____ County, State of _____,
do hereby certify that _____
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the _____
day of _____, 199____.

Notary Public

My Commission Expires:

BK1752 P0458

State of North Carolina Forsyth

The Foregoing Certificates of Gayle Rodwell notary public Forsyth County, N.C.
Karen L. Freedle notary public Davidson County, N.C.
Janet S. Harrell notary public Forsyth County, N.C.
Karen B. Phipps notary public Yadkin County, N.C.
Lisa A. Overby notary public Forsyth County, N.C.
Jean F. Allen notary ublic Forsyth County, N.C.
Arlene T. Giametta notary public Gwinnett County, Ga.
Betty H. Lewis notary public Davidson county, N.C.
Bonnie Togle notary public Spartanburg County, S.C.
Florence M. Sprock notary public Westmoreland County, Pa.
are certified to be correct. This ~~29th~~ ³ day of ~~July~~ ^{Aug} 1992

L.E. Speas Register of Deeds

By:

Jessie Hobbs
deputy

PRESENTED FOR
REGISTRATION
AND RECORDED

'92 AUG -4 A8:06

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

386.00 pd DR

RK1752 P0459

EXHIBIT "A"
TO
AMENDED AND RESTATED
DECLARATION OF
COVENANTS, EASEMENTS AND
COMPLIANCE REGULATIONS FOR
THE DEVELOPMENT KNOWN AS
GREEN OAKS APARTMENTS

The Property Subjected to this Declaration.

TRACT I:

All that tract of land as shown on a Plat entitled "Green Oaks Apartments" as recorded in Plat Book 29, page 155, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

TRACT II:

All that tract of land as shown on a Plat entitled "Green Oaks Apartments, Phase Three" as recorded in Plat Book 30, page 30, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

TRACT III:

All that tract of land as shown on a Plat entitled "Green Oaks Apartments, Section Four" as recorded in Plat Book 30, pages 51 and 52, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

BK1752 P0460

EXHIBIT "B"
TO
AMENDED AND RESTATED
DECLARATION OF
COVENANTS, EASEMENTS AND
COMPLIANCE REGULATIONS FOR
THE DEVELOPMENT KNOWN AS
GREEN OAKS APARTMENTS

TRACT I: "GREEN OAKS APARTMENTS"
Plat Book 29, page 155:

<u>Lot #</u>	<u>Number of Units</u>
A	4
B	4
C	4
D	4
E	4
F	4
G	4
H	4
I	6
J	8
K	6
L	4
M	4
N	4
O	4
P	4
Q	4
5	16
7	8
9	4
10	4
11	16
12	4
13	4
14	4
15	4

RK1752 P0461

TRACT II: "GREEN OAKS APARTMENTS, PHASE THREE"
Plat Book 30, page 30:

<u>Lot #</u>	<u>Number of Units</u>
R	4
S	4
T	4
U	4
V	4
W	0

TRACT III: "GREEN OAKS APARTMENTS, SECTION FOUR"
Plat Book 30, pages 51 and 52:

<u>Lot #</u>	<u>Number of Units</u>
1	6
2	4
3	4
4	4
5	4
6	4
7	4
8	4
10	6
11	6
12	6