

Deed
Restriction

RAL ESTATE
BOOK
3601 0373

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

DECLARATION OF COVENANTS, RESERVATIONS
AND RESTRICTIONS which constitute
covenants running with certain lands
of RALPH SQUIRES CONSTRUCTION CO.,
INC., and others in Windrow Estates
Subdivision, Mecklenburg County, North
Carolina.

THIS DECLARATION, made this 12th day of July, 1973.

By RALPH SQUIRES CONSTRUCTION CO., INC., at North Carolina corporation
with principal place of business in Charlotte, Mecklenburg County,
North Carolina, hereinafter called "Company":

W I T N E S S E T H :

WHEREAS, Company is the owner of the majority of the real

property described as follows:

BEING all of that property described in a deed to
Ralph Squires Construction Co., Inc. recorded in
the Mecklenburg County, North Carolina Public Registry
in Book 3438 at Page 445 which property is known as
WINDROW ESTATES SUBDIVISION maps of which are either
now or will hereafter be recorded in said Registry,
Excluding, however, all "Common Areas" shown on the
recorded maps.

WHEREAS, the Company desires to provide for the preservation
of the values and amenities of the said Community and to impose certain
protective covenants governing and regulating the use and occupancy of
the same for itself and every person who shall hereafter purchase any
lot or tract within the property described above, each and all of which
is and hereby declared to be for the benefit of said property and each
and every owner of any and all parts thereof; and also reference is
hereby made to that certain Declaration of Covenants for Common Pro-
perties and Provisions of Windrow Estates Property Owners' Association
filed for record for the same purposes.

NOW, THEREFORE, in consideration of the premises and covenants
contained therein, the Company declares that the real property des-
cribed above is and shall be held, transferred, sold, conveyed, leased,
occupied and used subject to the covenants, restrictions, conditions
agreements, charges, assessments, affirmative obligations and liens

(sometimes referred to as "the Covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant; and the Windrow Estates Property Owners' Association, which is described in said Declaration of Covenants for Common Properties and Provisions of the Windrow Estates Property Owners' Association referred to above, shall enforce these covenants and restrictions and provide rules and regulations for common properties and assess each property owner for upkeep of said common properties. Ownership of any lot or tract subject to this Declaration constitutes membership in the said Association.

1. All lots in said residential areas shall be used for residential purposes only. No structure or fence or wall shall be erected, placed or altered on any lot or tract until the construction plans and specifications and a plan showing location of said structure, fence or wall has been approved by Ralph Squires Construction Co., Inc. as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories in height, a stable, and such other accessory buildings as allowed by Ralph Squires Construction Co., Inc. No structure, except a stable, barn and fence may be constructed prior to the construction of the main building.

2. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship on the owner or builder due to strikes, fires, national emergencies or calamities. Ralph Squires Construction Co., Inc. may extend this time for good cause.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,600 square feet of heated area for a one-story dwelling, nor less than 900 square feet of heated area for a dwelling of more than one-story and in no event shall there be less than a total of 1,600 square feet of heated area in the entire structure.

4. No building, stable or other structure shall be located on any lot nearer to the front lot line or nearer to the side street lines than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 50 feet to the front street line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior side lot line, no dwelling shall be located on any lot nearer than 50 feet to the rear lot line. No point of any stable shall be more than 50 feet nor nearer than 5 feet to any bridle trail, and shall be

located within 10 feet of the fence opening allowing access to the
bridle trail.

5. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each purchaser of a respective lot shall cause such lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structures and improvements located on his lot insuring its good condition and appearance in the opinion of Ralph Squires Construction Co., Inc. Failure to maintain lots and homes and any other structures and improvements, including fences, in a tidy manner in the opinion of Ralph Squires Construction Co., Inc., 14 days after written notice from said Company of the undesirable condition or conditions, will result in maintenance of the aforesaid by the Company for which a reasonable charge will be levied against the purchaser. Failure to pay such charge within a reasonable time will result in a lien against the subject property. Neither the Company nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder except in cases of gross negligence.

6. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof; except that horses and stables may be maintained, but every effort must be made to reduce stable odors.

7. No structure of a temporary character, trailer, camper, base-ment, tent, shack, garage, barn, or other outbuilding shall be used on any lot, other than common properties, at any time as a residence either temporarily or permanently, except that stables may be maintained for horses.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 18 inches square, one sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that horses, dogs, cats or other pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, unless allowed by Winthrop Estates Property Owners' Association, and provided that such household pets do not attack horses or horsemen.

10. Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards.
11. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground.
12. No individual water-supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, statements, and recommendations of the Mecklenburg County Health Department. Approval of such system as installed shall be obtained from such authority.
13. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, statements and recommendations of the Mecklenburg County Health Department. Approval of such system as installed shall be obtained from such authority.
14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewer, water drainage and other public conveniences or utilities on, in or over 10 feet of each lot along the property lines, including the Common Properties. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.
15. In keeping with the intention of the developer to create an equestrian community with observance of good environmental practices, the number of horses pastured and belonging to a certain lot shall be limited to two (2) horses per lot.
16. No single lot may be subdivided by a purchaser so as to create two or more building lots from the original lot. The purchaser may erect a structure on two or more lots with the provisions that multiple lots are to be considered as one lot for purposes of set back lines.
17. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive terms of ten (10) years, except that they may be altered, amended or revoked in whole or in part by written agreement of record owners of 2/3 of the then platted lots.
18. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed postpaid to the last known address of the person who appears as owner. Notice to one of two or

REAL ESTATE PAGE
BOOK
3601 0377

more co-owners of a lot shall constitute notice to all co-owners.

19. Minor violations of set back line and square footages of less than 10% shall not be cause for corrective action by other record owners.

20. Enforcement of these covenants and restrictions shall be by any proceeding-at-law or in equity against any persons or person violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by any party hereto to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

21. Should any covenant or restriction herein contained, or any sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

22. Ralph Squires Construction Co., Inc. may assign any of the obligations, responsibilities or privileges imposed upon it in this instrument, to the Windrow Estates Property Owners' Association, or any committee within said Association.

IN WITNESS WHEREOF, Ralph Squires Construction Co., Inc. has

caused this instrument to be executed the day and year first above written, and its corporate seal affixed hereto and attested by its Secretary.

RALPH SQUIRES CONSTRUCTION CO., INC.

BY Ralph Squires
President

ATTEST: Dore M. Switt
ASST. Secretary

WITNESS: William R. Cook

WITNESS: C. J. Ford Cook

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION OF COVENANTS FOR
COMMON PROPERTIES WHICH CONSTITUTE
COVENANTS RUNNING WITH CERTAIN
LANDS OF RALPH SQUIRES CONSTRUCTION
COMPANY, INC., and others in
WINDROW ESTATES and provisions
of WINDROW ESTATES HOMEOWNERS'
ASSOCIATION, INC.

THIS DECLARATION, made this 30th day of April, 1973,
by Ralph Squires Construction Company, Inc., a North Carolina
corporation with its principal place of business in Charlotte,
North Carolina, hereinafter called "Company."

WITNESSETH:

WHEREAS, Company is the owner of the majority of real
property described as being:

All of the areas shown as "Common Areas"
within the subdivision known as Windrow/
Estates on any map now or hereafter re-
corded in the Office of the Register of
Deeds for Mecklenburg County, North
Carolina;

WHEREAS, the Company desires to create on said property
certain planned Common Properties such as an entrance facility,
a park and picnic area, a lake, a playground, open spaces, bicycle
trails, stables, club facilities, a swimming pool and other Common
Properties for the benefit of said community and for the benefit
of the owners of all the lots (tracts) of the Subdivision; and

WHEREAS, the Company desires to provide for the preserva-
tion of the values, amenities and conceptual intent of the said
community and for the maintenance of the said Common Properties;
and, to this end, desires to subject the said real property above
described, together with such additions as may hereafter be made,
to the covenants, restrictions, easements, affirmative obligations,
charges and liens, hereinafter set forth, each and all of which is
and hereby declared to be for the benefit of said property and
each and every owner of any and all parts thereof; and

WHEREAS, the Company has deemed it desirable for the
efficient preservation of the values and amenities in said
community to create an agency to which should be delegated and
assigned the power and authority of maintaining and administering
the Common Properties and Services and administering and enforcing
the covenants and restrictions governing the same and collecting
and disbursing all assessments and charges necessary for such
maintenance, administration and enforcement, as hereinafter
created; and

WHEREAS, Company has caused to be incorporated under the
laws of the State Of North Carolina, as a non-profit corporation,
Windrow Estates Homeowners' Association, Inc., for the purpose of
exercising the functions aforesaid, and which are hereinafter more
fully set forth.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Company declares that the real property described above, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as "The Covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

ARTICLE I

DEFINITIONS:

Section 1. The following words and terms, when used in this Declaration, or any Supplemental Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to the Windrow Estates Homeowners' Association, Inc., a North Carolina non-profit corporation.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any tract situated upon the Properties, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an owner.
- (c) "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as are subjected to this Declaration or any Supplemental Declaration.
- (d) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are decided to the Association and designated in said deed as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All common properties are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedules and operating rules adopted by the Association.
- (e) "Lot (tract)" shall mean and refer to any improved or unimproved parcel of land, shown upon any recorded subdivision map of the Properties, intended for the construction of a detached single family dwelling and for stable, excluding any "Common Properties," as heretofore defined.
- (f) "Member" shall mean and refer to all owners as heretofore defined.
- (g) "Company" shall mean and refer to Ralph Squires Construction Company, Inc., its successors and assigns.

ARTICLE 11

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located in Mecklenburg County, North Carolina, and is more particularly described hereinabove. All of the real property hereinabove described shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. The Company, its successors and assigns, including the Association, shall have the right to bring within the plan and operation of this Declaration, additional properties in future stages of the development.

The additions authorized under this and the succeeding subsection, shall be made by filing of record of Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, and the judgment of the Company to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to three-fourths of the vote at a duly called meeting, the owner of the property other than the Company who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration of such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the added properties and as not inconsistent with the plan of this Declaration.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other pro-

petites as one plan. No such merger or consolidation, however, shall effect any revocation, change of or addition to the Covenants established by this Declaration within the Existing Property as herein provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

* Section 1. Membership. The Company and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any lot (tract) which is subject by the Covenants to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of any lot (tract) which is subject to assessment by the Association.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership. Members shall be all owners, including the Company, and shall be entitled to one vote for each lot owned; provided that on and after April 1, 1976, Company shall be entitled to only one vote notwithstanding the number of lots owned. When more than one person holds an interest in any lot, all such persons shall be members; and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote shall be split equally among the co-owners.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every lot.

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

Section 3. Title to Common Properties. The Company hereby covenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association on or before April 1, 1976, subject to all restrictive covenants of record.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Company and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member or any tenant of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment or any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations to pay the assessment; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(e) The right of the Association to give or sell all or any part of the Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of two-thirds (2/3) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be filed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization of the membership.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these covenants and to pay to the Association: (1) Annual assessment of charges; (2) Special Assessments for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected

from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof. The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall not exceed Three Hundred Dollars (\$300.00) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased as provided in the By-Laws of the Association.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including the necessary fixtures or personal property related thereto or addition to the Common Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote at a duly called meeting, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under Article 2, Section 2 hereof, and under the By-Laws of the Association.

Section 6. Notice and Quorum for any Action Authorized
The presence at the meeting of members or of proxies, entitled to cast twenty-five (25) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section 4 of this Article; but no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.
The annual assessments provided for herein shall commence on the

date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall be payable monthly on the first day of each month commencing on the first day of the month fixed for commencement. The Assessments for any year after the first year, shall similarly be payable monthly commencing on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 5, hereto, as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against all lots for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner. The Lien Remedies of Association. If the assessment or any monthly installment(s) thereof are not paid on the date when due (being the dates specified in Section 7 hereto), then such assessment shall become delinquent and shall, together with interest thereon at the rate of eight (8) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which such assessment is made, in the hands, of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment of any monthly installment thereof is not paid within thirty (30) days after the due date, the Association

lien may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessment which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgage owner to a subsequent owner.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantees in conveyances made for the purpose of granting utility easements;

(b) All Common Properties as defined in Article 1, Section 1, hereof;

(c) All properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemptions;

2. (d) All properties owned by Ralph Squires Construction Company, Inc.

ARTICLE VI

ARCHITECTURAL CONTROL:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, stable, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Board of Directors of the Association, or by an architectural committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

GENERAL PROVISIONS:

Section 1. Duration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless two-thirds (2/3) of the vote at the annual meeting approves a change in the covenants and restrictions. The covenants may be amended at any time if two-thirds (2/3) of the vote at a duly called meeting of the Association approves the change. Provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner of a lot, and the Company at least thirty (30) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any changes of address.

Section 3. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant, either to restrain violation or recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any owner of the Company to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof such judgment shall in no wise effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, RALPH SQUIRES CONSTRUCTION COMPANY, INC., has caused this instrument to be executed the day and year first above written, by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a re-

219
solution duly and unanimously adopted by its Board of Directors.

RALPH SQUIRES CONSTRUCTION COMPANY, INC.

By: Ralph Squires
President



(SEAL)

Gene M. Swick
Asst. Secretary

WITNESS: Walter R. G. A.

WITNESS: W. J. Kellias, Jr.

NORTH CAROLINA
COUNTY OF ROCKINGHAM

This 2 day of July, 1973, personally came before me Walter R. G. A., a Notary Public for said County of Rockingham, and being duly sworn says that he is the President of Ralph Squires Construction Company, Inc. and that the seal affixed to the annexed instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly shown. And also W. J. Kellias, Jr.

STATE OF NORTH CAROLINA The foregoing
COUNTY OF ROCKINGHAM certification

of W. J. Kellias, Jr.

a Notary Public of said County and State
is now certified to be correct.
This 2nd day of July, 1973

Recorded in Book 3-42 and Vol. 214,
CLARENCE S. CLARK, Registrar of Deeds

By Clarence S. Clark
Deputy