

NORTH CAROLINA,  
WAKE COUNTY.

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GREENBELT,  
SECTION 1, RECORDED IN BOOK OF MAPS  
1972, PAGE 386, VOL. 4, WAKE COUNTY  
REGISTRY.

THIS DECLARATION, made on the date hereinafter set forth by Rorie-Nilson and Associates, Inc., hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Raleigh Township, County of Wake, State of North Carolina, which is more particularly described as follows:

BEGINNING at a stake in the southern line of the property conveyed to William A. Wilson by R. L. Penny and wife, Susan S. Penny, by deed recorded in Book 1695, Page 347, Wake County Registry, said stake also being in the northern line of the property of Riddle-Floyd of Raleigh, Inc., (conveyed to them by the deed recorded in Book 1726, Page 304, Wake County Registry), said stake marking the southwestern corner of Lot 242 as shown on map of Old Farm Subdivision, Section 2, recorded in Book of Maps 1968, Page 118, Wake County Registry; runs thence along the northern line of Riddle-Floyd of Raleigh, Inc., (now or formerly) North 84° 28' West 1199.03 feet to a stake in the eastern line of the property of A. I. Zeb Jeffries (now or formerly); runs thence along the eastern line of the Jeffries property and the property of H. F. B. Watts and others (conveyed to them by deed recorded in Book 1516, Page 473, Wake County Registry) North 4° 22' East 600.93 feet to a stake in the northeastern corner of the Watts property; runs thence along a new line the following courses and distances: North 83° 22' 22" East 88.25 feet; South 7° 40' West 44.50 feet; South 82° 20' East 171 feet; North 7° 40' East 84 feet; South 87° 20' East 120 feet; South 68° 25' 25" East 188.55 feet; South 2° 15' West 155 feet; South 57° 30' East 217 feet; North 47° 40' East 120 feet; and South 87° 10' East 248 feet to a stake in the western line of Old Farm Subdivision, Section 2, recorded in Book of Maps 1968, Page 118, Wake County Registry; runs thence along the western line of Old Farm Subdivision the following courses and distances: South 1° 13' 30" West 104 feet; South 57° 32' 30" East 95.26 feet, and South 5° 39' West 162 feet to a stake in the southern line of Farm Gate Road; runs thence along the southern line of Farm Gate Road South 84° 19' East 29.06 feet to a stake, the northwestern corner of Lot 242, Old Farm Subdivision, Section 2, recorded in Book of Maps 1968, Page 118, Wake County Registry; runs thence along the western line of Lot 242 South 5° 41' West 145 feet to the point of Beginning, and containing 13.8077 acres as shown on map of Greenbelt, Section 1, recorded in Book of Maps 1972, Page 386, Volume 4, Wake County Registry.

Subject to the cemetery as shown on the aforesaid map.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Greenbelt Homeowners Association, Inc., a North Carolina corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The "Common Area" to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of the 13.807-acre tract as shown on map of Greenbelt, Section 1, recorded in Book of Maps 1972, Page 386, Wake County Registry, except the cemetery and public streets as shown on the aforesaid recorded map and all lots to be conveyed as shown on subsequently recorded maps of Greenbelt.

Section 4. "Lot" shall mean and refer to any plot of land and improvements thereon constructed or erected by Class B member shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Rorie-Wilson and Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one Lot or undeveloped acres for the purpose of development, or who acquires title to properties under a deed in lieu of foreclosure, judicial foreclosure or foreclosure under power of sale in any deed of trust of one otherwise denominated a "Declarant" hereby.

Section 8. "Section" shall mean a recorded parcel of land within the entire tract of land intended to constitute the entire community when completed and less in size than the entire community when the entire community is completed.

#### ARTICLE II

##### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property outside the boundary shown on the general plan of Greenbelt heretofore submitted to the Federal Housing Administration and Veterans Administration (the 60.5456-acre tract shown on map recorded in Book of Maps 1972, Page 386, Wake County Registry) shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, the members not present may give their written assent to the action taken thereat.

Section 2. If, within ten years of the date of incorporation of this Association, the Declarant should develop additional lands within the boundaries shown on the general plan of Greenbelt heretofore submitted to the Federal Housing Administration and Veterans Administration (the 60.5456-acre tract shown on map recorded in Book of Maps 1972, Page 386, Make County Registry), such additional lands may be annexed to said properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration or the Veterans Administration with the processing papers for the first Section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration or the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of additional lands must have the assent of two-thirds (2/3) of the Class A membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member in possession of a Lot shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and
- (f) The right of the individual Members to the exclusive use of parking spaces as provided in this Article.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens except utility easements and the current year's taxes, prior to the conveyance of the first lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which

shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. Passenger vehicles shall be parked only in spaces designated for residential parking. Commercial vehicles, as well as boats, trailers and campers, shall be parked only in the Common Area in spaces designated by the Association.

Section 5. TV Antennas and Piped-In Music. The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television and/or "ham radio" antennas on individual lots.

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot.

#### ARTICLE V

##### VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article IV with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership by Article IV, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or
- (b) on January 1, 1982.

Section 2. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and according to the provisions of Article III, Section 1(d).

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be 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 thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of (1) promoting the recreation, health, safety, and welfare of the residents in the Properties, (2) the enforcement of these Covenants and the rules of the Association, and (3) in particular for the improvement



and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1975, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot.

(a) From and after January 1, 1975, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July, or five percent (5%), whichever is greater.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above that established by the Consumer Price Index (or such Index as may succeed the Consumer Price Index) formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of three years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations 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 its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, 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 Area, including the



necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area associated with that section. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment or any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or any portions thereof which are not paid when due shall be delin-

quent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may

also maintain portions or all of his rear yard provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future members of this Association, the developers wish to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings may require more maintenance than others because of the types of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those connected with the conception, design, construction and financing of this subdivision as originally planned, are in accord in their belief that all members of the Association will be benefited by the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance, repair, or replacement is caused through the wilful or negligent act of the owner, his family, guest, or invitee, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in North Carolina standard fire and extended coverage insurance policies, the cost of such maintenance replacement, or repairs, shall be added to and become a part of the assessment to which such lot is subject.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the

dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

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

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

Section 4. The Owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 7. Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a pro-

spective purchaser that no adjoining property owner has a right of contribution as provided in this Article VII, request of the adjoining property owner or property owners a certification that no right of contribution exists (as of the date of the execution of said statement), whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

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

#### ARTICLE IX ARCHITECTURAL CONTROL

No building, fence, antenna, clothesline, wall, or other structure (except those constructed or erected by Class B member in conformity with plans previously approved by the appropriate governmental agencies or entities) shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration (including change of colors) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE X USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regula-

tions concerning the use and enjoyment of the front yard space of each lot and the Common Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors shall be recorded in a Book of Resolutions, which shall be maintained at a place convenient to the Owners and available to them for inspection during normal business hours.

Section 2. Use of Properties. No portion of the Properties, (except for temporary office of the Declarant and/or model townhouses used by Declarant, clubs and day care center) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

#### ARTICLE XI

#### EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, footings, air condition compressors, gas lines, telephone, cablevision and electric power lines and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, and under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

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

All Lots shall be subject to easements for encroachment(s) by the Declarant for a period not to exceed eighteen (18) months following the conveyance of each respective Lot to an Owner for the purpose of correcting problems that may arise regarding grading and drainage. The Declarant, when making such entry, shall restore the affected Lot(s) to as near the original condition as practicable.

ARTICLE XII  
GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants, conditions 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, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by not less than the owners of seventy-five percent (75%) of the Lots.

Section 4. If any amendment to these covenants, conditions and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

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

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



CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,  
CONDITIONS AND RESTRICTIONS OF GREENBELT

By authority of its Board of Directors, Greenbelt Homeowners Association, Inc., certifies that the foregoing instrument has been duly executed by the Owners of 100 percent of the Lots of Greenbelt and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Greenbelt.

GREENBELT HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wake County Registry.

All amendments shall be effective from the date of recordation in the Wake County Registry, provided however, that no such amendment shall be valid until it has been indexed in the name of this Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Greenbelt.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 12th day of June, 1974, by authority of its Board of Directors.

ATTEST:  
[Signature]  
William A. Wilson, Secretary

RORIE-WILSON AND ASSOCIATES, INC.  
By: [Signature]  
John S. Rorie, President

NORTH CAROLINA,  
WAKE COUNTY.

I, Jay V. Buffalo, Notary Public, do hereby certify that William A. Wilson came before me this day and acknowledged that he is Secretary of Rorie-Wilson and Associates, 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 as its Secretary.

Witness my hand and notarial seal, this 12<sup>th</sup> day of June, 1974.



My commission expires: 11-19-74

Jay V. Buffalo  
Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Jay V. Buffalo

Notary/Not Public is  
hereby certified to be correct. This instrument was prepared for registration and recorded in this  
office in Book 2252 Page 207  
this 13 day of June, 1974, at R. Wilson P.  
by Ann C. Williams  
Deputy Register of Deeds

Prepared by: Fred M. Morelock, Attorney at Law  
Mail after recording to: Howard & Morelock, 305 First Federal Bldg.,  
P. O. Box 2334, Raleigh, N.C. 27602

BOOK 3043 PAGE 283

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
GREENBELT, SECTION 1, RECORDED  
IN BOOK OF MAPS 1972, PAGE  
386, VOLUME IV, WAKE COUNTY  
REGISTRY

PRESENTED  
FOR  
REGISTRATION  
AUG 25 2 20 PM '82  
N.B. HICKLIE, JR.  
REGISTER OF DEEDS  
WAKE COUNTY, N.C.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GREENBELT HOMEOWNERS ASSOCIATION, INC., made  
this 25 day of AUGUST, 1982, by GREENBELT HOMEOWNERS  
ASSOCIATION, INC., a North Carolina not-for-profit corporation (hereinafter  
called "the Association");

W I T N E S S E T H:

THAT WHEREAS Rorie-Wilson and Associates, Inc. heretofore execut-  
ed and caused to be recorded that certain Declaration of Covenants,  
Conditions and Restrictions for Greenbelt (hereinafter called the  
"Declaration"), dated June 12, 1974, and recorded in Book 2252, Page 207 of  
the Wake County Registry; and

WHEREAS, at a meeting of the Board of Directors of the  
Association duly called and held on the 29th day of April, 1982 at which a  
quorum of the Board of Directors was present, the following resolutions were  
duly adopted:

"Resolved, that whereas the initial Declaration omitted any  
reference to Chapter 47A of the North Carolina General Statutes as amended,  
it is hereby resolved that: Pursuant to N.C.G.S. 47A, the Declarant desires  
to designate as a Condominium the property described in the initial  
Declaration, said condominium to be known as 'Greenbelt'."

"Resolved that the numbers "90 per cent (90%)" and "75 per cent  
(75%)" appearing in the second sentence of Section 3 (Amendment) of Article  
XII (General Provisions) of the Declaration of Greenbelt are both hereby  
changed to 60 per cent (60%);"

AND WHEREAS Article XII, General Provisions of the Declaration,  
provides that an amendment to the Declaration shall be signed by not less  
than the owners of ninety per cent (90%) of the lots and certified by the  
President and Secretary of the Association;

NOW, THEREFORE, the Association does hereby declare and certify

as follows:

The Declarant desires to designate as a Condominium the property described in the Declaration pursuant to North Carolina General Statutes Chapter 47A, thereby creating a condominium known as Greenbelt;

The numbers "90 per cent (90%)" and "75 per cent (75%)" appearing in the second sentence of Section 3 (Amendment) of Article XII (General Provisions) are both hereby changed to read "60 per cent (60%)".

Except as herein amended, the Declaration shall remain the same.

NORTH CAROLINA

CERTIFICATION OF VALIDITY OF  
AMENDMENT TO COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF GREENBELT

WAKE COUNTY

By authority of its Board of Directors, Greenbelt Homeowners Association, Inc. certifies that the foregoing instrument has been duly executed by the owners of 90 per cent (90%) of the lots of Greenbelt and is therefore a valid amendment to the existing Covenants, Conditions and Restrictions of Greenbelt.

GREENBELT HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]  
President



ATTEST: [Signature] (SEAL)  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared this day STEVE WILLIAMS and MARGARET JONES who, being first duly sworn by me, say that they are the President and Secretary respectively of Greenbelt Homeowners Association, Inc.; that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said President and Secretary acknowledged the said writing to be the act and deeds of said corporation.

WITNESS my hand and notarial seal, this 25 day of August, 1982.

[Signature]  
Notary Public

My Commission Expires: 8-28-82



NORTH CAROLINA - WAKE COUNTY  
This instrument is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

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

[Signature]  
Deputy Register of Deeds

STATE OF NORTH CAROLINA      BOOK 3270 PAGE 761  
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GREENBELT,  
SECTION 1, RECORDED IN BOOK OF  
MAPS 1972, PAGE 374, VOLUME 14,  
WAKE COUNTY REGISTRY, AND  
AMENDED ON AUGUST 23, 1982  
IN BOOK OF MAPS \_\_\_\_\_ PAGE \_\_\_\_\_  
VOLUME \_\_\_\_\_, WAKE COUNTY  
REGISTRY

REGISTERED  
FOR  
RECORDATION  
APR 20 10 29 AM '84  
KENNETH G. WILKINS  
REGISTERED CLERK  
WAKE COUNTY, NC

G.H.A  
6005 Farmgate Rd Raleigh NC 27606

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GREENBELT HOMEOWNERS ASSOCIATION, INC., made  
this 20 day of April, 1984, by GREENBELT HOMEOWNERS  
ASSOCIATION, INC., a North Carolina not-for-profit corporation (hereafter  
called "the Association");

WITNESSETH

THAT WHEREAS Rorie-Wilson and Associates, Inc. heretofore executed  
and caused to be recorded that certain Declaration of Covenants, Conditions  
and Restrictions for Greenbelt (hereafter called the "Declaration"), dated  
June 12, 1974, and recorded in Book 2252, Page 207 of the Wake County  
Registry; and

WHEREAS at a meeting of the Board of Directors of the Association duly  
called and held on the 16 day of April, 1984, at which a quorum of the  
Board of Directors was present, the following resolution was duly  
adopted:

Resolved, that Article VI, Section 8 of the Declaration shall be hereby  
amended to read as follows:

"Any assessments or any portions thereof which are not paid when

due shall be delinquent. If the assessment or portion thereof is not paid according to a schedule designated by the Board of Directors, the same shall bear interest or be subject to a late fee after the date of delinquency at a rate or payment schedule prescribed by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and interest, costs, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

NOW THEREFORE, the Association does hereby declare and certify that Article VI, Section 8 of the Declaration shall be hereby amended to read as follows:

"Any assessments or any portions thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid according to a schedule designated by the Board of Directors, the same shall bear interest or be subject to a late fee after the date of delinquency at a rate or payment schedule prescribed by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and interest, costs, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

Except as herein noted, the Declaration shall remain the same.



BOOK

PAGE

BOOK 3270 PAGE 763

NORTH CAROLINA  
WAKE COUNTY

CERTIFICATION OF VALIDITY OF AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREENBELT

By authority of its Board of Directors, Greenbelt Homeowners Association, Inc. certifies that the foregoing instrument has been duly executed by the owners of 60 percent (60%) of the lots of Greenbelt and is thereby a valid amendment to the existing Covenants, Conditions and Restrictions of Greenbelt.

GREENBELT HOMEOWNERS ASSOCIATION, INC.

BY: Thomas F. Lohr President

ATTEST: Alma Boone Secretary

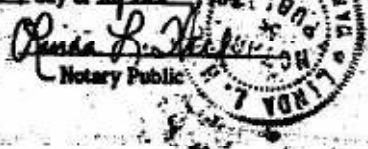


STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared this day Thomas F. Lohr and Alma Boone, who, being first duly sworn by me, say that they are the President and Secretary, respectively, of Greenbelt Homeowners Association, Inc., that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said President and Secretary acknowledged the said writing to be the act and deeds of said corporation.

Witness my hand and notarial seal, this 19 day of April 1985

My commission expires: 10-5-85



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate is certified to be correct by Linda L. Hill

Notary Public in and for the county and state aforesaid. This instrument and this certificate are duly registered at the office and fees as set forth in the back and page where on the last page hereof.

KENNETH C. WELLS, Register of Deeds

By: Jane B. Johnson  
Deputy Register of Deeds

3843 PAGE 897

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Filed for Record with  
Billings & Co., P.A.

PRESENTED  
FOR  
REGISTRATION  
OCT 10 5 03 PM  
KENSLEY C. WILSON  
WAKE COUNTY, NC

THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GREENBELT,  
SECTION 1, RECORDED IN BOOK OF  
MAPS 1972, PAGE 386, WAKE COUNTY  
REGISTRY.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENBELT HOMEOWNERS ASSOCIATION, INC., made this 27th day of March, 1986, by GREENBELT HOMEOWNERS ASSOCIATION, INC. a North Carolina not-for-profit corporation (hereafter called "the Association");

WITNESSETH:

WHEREAS at a meeting of the Board of Directors of the Association duly called and held on the 15th day of March, 1986, at which a quorum of the Board of Directors was present, the resolutions effecting the following amendments were duly adopted:

NOW, THEREFORE, the Association does hereby declare and certify that the Declaration of the Covenants, Conditions and Restrictions for Greenbelt, Section 1, recorded in Book 2252, Page 207, Wake County Registry and amended in Book 3043, Page 283, and Book 3270, Page 661, both of Wake County Registry, shall be and hereby are further amended as follows:

CHANGE #1:

The following language inserted in the Declaration in 1982 by that first Amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3043, Page 283, Wake County Registry is deleted:

"The Declarant desires to designate as a Condominium the property described in the Declaration pursuant to North Carolina General Statute Chapter 47A, thereby creating a condominium known as Greenbelt."

CHANGE #2:

Article VI, Section 1, of the Declaration is amended by the addition of the following language as a new second paragraph in Section 1:

The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association for repair or remedy.

CHANGE #3:

1990 3843 PAGE 898

Article VI, Section 2, of the Declaration is deleted and the following Section 2 is substituted in its place:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities, for the exterior maintenance of the dwelling units and for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Areas, the procurement and maintenance of insurance in accordance with this Declaration, the employment of counsel, accountants, and other professionals for the Association when necessary, and such other needs as may arise."

CHANGE #4:

Article VI, Section 3, Part (a) of the Declaration is deleted and the following Section 3, Part (a) is substituted in its place:

Section 3, Part (a). The maximum annual assessment may be increased once each fiscal year, without a vote of the membership, in conformance with the rise of the Consumer Price Index (published by the Department of Labor, Washington, D. C.), or five percent (5%), whichever is greater."

CHANGE #5:

Article VI, Section 5 of the Declaration is amended by the addition of the following language as a new second sentence in Section 5:

"Provided, however, that any special assessment resulting from a breach by a particular lot owner of any of the obligations imposed by this Declaration shall be first assessed and collected from the particular breaching lot owner and levied on said lot and shared equally among all lot owners only if the Board of Directors determines that collection of said special assessments from said lot owner is impracticable."

CHANGE # 6:

Article VII is amended by deleting the fifth sentence of the first paragraph and a new fifth sentence is substituted in its place to read as follows:

"If, in the opinion of the Board of Directors of the Association, any such owner fails to maintain his yard or patio area in a neat and orderly manner, the Board of

REVISED 3/8/83

Directors of the Association may revoke the Owner's maintenance rights for a period not to exceed one year or, in the alternative, contract for the maintenance of such areas and assess the lot owner for the cost of such maintenance."

CHANGE # 7:

Article I, Section 1 of the Declaration is deleted and the following Section 1 is substituted in its place:

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard and patio space of each lot, the Common Areas, and the publicly maintained streets and courts located in the vicinity of the properties. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained at a place convenient to the Owners and available to them for inspection during normal business hours."

CHANGE # 8:

The Declaration is amended to add two new Articles numbered XIII and XIV which shall read as follows:

**ARTICLE XIII  
INSURANCE**

Section 1. Insurance to be Maintained by the Association. The following insurance coverage shall be maintained in full force and effect by the Association:

- (a) Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association.
- (b) All liability insurance shall contain crossliability endorsements to cover liability of the Owners as a group to an individual Owner.
- (c) Group or blanket hazard insurance which contains a replacement cost endorsement providing for replacement of a living unit from insurance loss proceeds, to the extent such insurance is not provided pursuant to Section 4 of this article.

Section 2. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged ratably to Owners as an assessment according to the applicable provisions of this Declaration.

Section 3. Insurance Beneficiaries. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners.

Insurance to be maintained by the Owner. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of his Living Unit except that the amount shall not be required to exceed the replacement cost of the Living Unit. An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner, from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

BOOK 2843 PAGE 930

ARTICLE IV  
REPAIR, RESTORATION OR RECONSTRUCTION  
OF CASUALTY DAMAGE

Section 1. Repair and Restoration. Except as otherwise herein provided, damage to or destruction of Living Units or Lots shall be promptly repaired, restored, or reconstructed by the affected Owners, such repair and restoration or reconstruction, insofar as possible, to be in accordance with the original plans and specifications of the original building, subject to and within the provisions of Article VIII above. In the event that the Owners of damaged Living Units and Lots default in the obligation to promptly repair and restore or reconstruct as herein provided, the Association may (but shall be under no obligation to) repair and restore or reconstruct the damaged Living Unit or Lot. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association and its agents the right to unobstructed access over and upon each Lot at all reasonable times to perform repair and restoration or reconstruction as provided in this Article. In the event of action by the Association as herein permitted, the Owners of damaged Living Units and Lots shall be liable for assessment of the entire cost of such repair and restoration or reconstruction and subject to exercise of the enforcement remedies herein provided in the event of failure of timely payment of the assessment.

Except as amended herein, the Declaration and all the amendments thereto shall remain in full force and effect.

NORTH CAROLINA  
WAKE COUNTY

3843 REC 801  
CERTIFICATION OF VALIDITY OF AMENDMENT  
TO COVENANTS, CONDITIONS AND  
RESTRICTIONS OF GREENBELT

By authority of its Board of Directors, Greenbelt Homeowners Association, Inc. certifies that the foregoing instrument has been duly executed by the owners of 60 percent (60%) of the lots of Greenbelt and is thereby a valid amendment to the existing Covenants, Conditions and Restrictions of Greenbelt.

GREENBELT HOMEOWNERS ASSOCIATION, INC.

BY: David C. Whitehead, President  
DAVID C. WHITEHEAD

ATTEST: Sandy Trogdon, Secretary  
SANDY TROGDON

NORTH CAROLINA  
WAKE COUNTY

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared this day David C. Whitehead and Sandy Trogdon, who, being first duly sworn by me, say that they are the President and Secretary, respectively, of Greenbelt Homeowners Association, Inc.; that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said President and Secretary acknowledged the said writing to be the act and deeds of said corporation.

Witness my hand and notarial seal this 27<sup>th</sup> day of March.



David C. Whitehead  
NOTARY PUBLIC

NORTH CAROLINA - WAKE COUNTY  
The foregoing instrument was acknowledged before me on this day of \_\_\_\_\_, 1986, by \_\_\_\_\_

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

KENNETH C. WILKINS, Register of Deeds  
By Stephen C. Smith  
Asst. Deputy Register of Deeds