

BY-LAWS  
OF  
THE RIDGES AT PARKWOOD ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE RIDGES AT PARKWOOD ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1020 East Wendover Avenue, Guilford County, Greensboro, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Ridges at Parkwood Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, 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 Owners.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated streets.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Key Homes, Inc. and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to

the Properties recorded in the Office of the Register of Deeds of Durham County, North Carolina.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these By-Laws.

### ARTICLE III

#### MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The President of the Association shall have the authority to require that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum or for any other purpose.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests, tenants and to other occupants permitted under the terms of Article II, Section 2, of the Declaration, subject to such rules and regulations as may be established from time to time by the Association. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

### ARTICLE IV

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter at such time and place as the Board of Directors may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors who need not be Members of the Association.

Section 2. Term of Office. Subject to the provisions of Article VI, Section 1, at the first annual meeting the Members shall select three (3) directors for a term of two (2) years and two (2) directors for a term of one (1) year; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members

of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such periodic intervals as may be established by the Board of Directors from time to time, without notice, at such time and place as may be determined from time to time by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the

Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to the use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors, other than a Director selected by Declarant, to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing

by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause the exterior of dwellings on Lots to be maintained.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and one vice-president, who shall at all times be members of the Board of Directors, a secretary, assistant secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create,

including additional vice-presidents who need not be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of a special office created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary and Assistant Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board. The assistant secretary shall assist the secretary and act in the place and stead of the secretary in the event of his or her absence.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE X

### COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not



paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or 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 the assessments. 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.

#### ARTICLE XIII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE RIDGES AT PARKWOOD ASSOCIATION, NORTH CAROLINA.

#### ARTICLE XIV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XV

##### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE XVI

##### CONSENT OF VETERANS ADMINISTRATION

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 the Declaration of Covenants, Conditions and Restrictions.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting \_\_\_\_\_ Secretary of The Ridges at Parkwood Association, a North Carolina corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of September, 1983.



Doreen W. Hodge  
Secretary

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by KEY HOMES, INC., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Key Homes, Inc. is the owner of certain property in the County of Durham, State of North Carolina, which is more particularly described as:

All of Phase I of the Ridges at Parkwood as per plat thereof recorded in the Office of the Register of Deeds of Durham County, North Carolina, in Book of Maps 103, at Page 176.

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

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to THE RIDGES AT PARKWOOD ASSOCIATION, its successors and assigns.

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

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

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. 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 that property shown and described as Common Areas in Phase I of the Ridges at Parkwood as per plat thereof recorded in the Office of the Register of Deeds of Durham County, North Carolina, in Book of Maps 103, at Page 126.

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

SECTION 6. "Declarant" shall mean and refer to Key Homes, Inc., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and consequently, the Declarant may be more than one entity.

SECTION 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area.

SECTION 8. "FHA" shall mean and refer to the Federal Housing Administration and "VA" shall mean the Veterans Administration, both of the Department of Housing and Urban Development.

## ARTICLE II

### PROPERTY RIGHTS

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

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) 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 purposes 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 at least two-thirds (2/3) of each class of Members, agreeing to such dedication or transfer, has been recorded.
- (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area and

specifically including the right to make permanent and temporary assignments of parking spaces and to establish regulations concerning the use thereof.

(e) 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 thereon.

(f) subject to the prior written consent of the Veteran's Administration the right of the Association to exchange portions of Common Area with the Developer for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of residential structures or other improvements onto portions of the Common Areas.

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

SECTION 3. PARKING RIGHTS. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces for each Lot, which shall be as near as and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that the Class B membership shall be reinstated if, after such conversion, and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A members, pursuant to the provisions of Article X, Section 4 hereafter, as shall contain Lots sufficient to give the Class B Member a total number of votes to exceed those of Class A members; or,

(b) on December 31, 1987.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE AND 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 for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and, (3) to the appropriate governmental taxing authority: (a) a pro rata share of ad valorem taxes levied against the Common Area; and, (b) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months, all as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

##### SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon Lots or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the maintenance of water and sewer mains upon the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for common

television antenna service, the payment of charges for garbage collection services to the Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

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

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the year of the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per Lot.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

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

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence 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 present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Provided that so long as any dwelling on any Lot owned by Declarant is unoccupied as a residence, the amount of the assessment for each such Lot shall be an amount not less than twenty-five percent (25%) of the regular assessments for all other Lots.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all Lots on the first day of the month following the conveyance of the Common Area shown on the recorded plat in which such Lot is located. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten percent (10%) per annum. The Association may bring an action



at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 10. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon Lots, nor shall any exterior addition to or change or alteration therein, including, without limitation, any plantings or landscaping, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the 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. Provided that nothing herein contained shall be construed to permit interference with the development

of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by FHA and VA.

ARTICLE VI

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 Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful 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 willful acts or omissions.

SECTION 4. 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 and repairing all damage resulting from such exposure.

SECTION 5. 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 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each dwelling on each Lot which is subject to assessments hereunder, as follows: Paint,

repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or subsurface leakage into basement areas or crawl space. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, wind-storm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, 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

USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes, except for temporary uses thereof by Declarant for Declarant's sales office and model residences for sales purposes.

SECTION 2. DWELLING SPECIFICATIONS. No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches, of less than nine hundred (900) square feet for a one-story dwelling nor less than four hundred fifty (450) square feet for a dwelling of more than one story.

SECTION 3. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 4. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of the County of Durham relating thereto.

SECTION 5. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any Lot or dwelling within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

## ARTICLE IX

## EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the appropriate governmental authority over all Common Areas as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and the authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

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

## ARTICLE X

## 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 the 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 the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

SECTION 4. ANNEXATION.

(a) 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.

(b) Additional land within the area described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference may be annexed by the Declarant without the consent of Members within eight (8) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

SECTION 5. 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, have caused this instrument to be executed by their duly authorized officers and its corporate seal to be hereunto affixed, this the 13th day of September, 1983.

KEY HOMES, INC.

BY: *Richard J. Roberts*  
Vice President



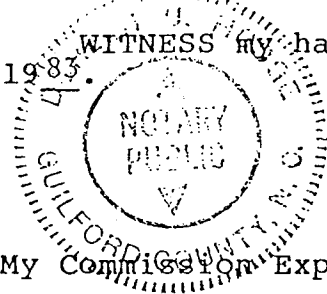
*James D. Adams*  
Asst. Secretary

NORTH CAROLINA

GUILFORD COUNTY

I, Doreen U. Hodge, a Notary Public, do hereby certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is the Assistant Secretary of Key Homes, Inc., a North Carolina corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

1983. WITNESS my hand and official seal this 13th day of September,



Doreen U. Hodge  
Notary Public

My Commission Expires:

October 10, 1985

FILED  
BOOK 1129 PAGE 678  
SEP 14 3 41 PM '83  
RUTH C GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, N.C.

State of North Carolina - Durham County  
The foregoing certificate(s) of Doreen U. Hodge  
A Notary (Notaries) Public of the Designated Government's  
units is (are) certified to be correct.  
This the 14 day of Sept. A.D. 1983  
Ruth C. Garrett  
Register of Deeds By: Marichia L. Harris  
Assistant, Deputy  
Register of Deeds

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# RULES AND REGULATIONS

Homeowners Association  
The Ridges, at Parkwood

P.O. Box 99657 RN 27624

THE FOLLOWING RULES AND REGULATIONS ARE DESIGNED TO MAKE LIVING AT THE RIDGES PLEASANT AND COMFORTABLE FOR EACH MEMBER OF THE ASSOCIATION. THE RESTRICTIONS WHICH THE BOARD HAS APPROVED ARE FOR THE MUTUAL BENEFIT OF ALL. THE COOPERATION OF EACH MEMBER IS VITAL.

- GENERAL:** Each lot shall be used for residential purposes only. (Article VIII CC&Rs)
- ALTERATIONS:** All exterior changes must be approved by the Board of Directors. This includes, but is not limited to, buildings, fences, walls, plantings or landscaping. Complete plans and specifications showing nature, kind, shape, height, materials and proposed location of any alterations are to be submitted to the Board of Directors or their designee, with a plot plan, for approval. The Board of Directors has thirty (30) days to respond and will do so in writing. (Article V, CC&Rs)
- ANTENNAS:** No outside antennas of any type are allowed. (Article VIII, CC&Rs)
- COMMON AREA:** This area is to be protected. It is not to be abused by litter. No activity is to be carried out which will restrict the enjoyment of all members. Nothing shall be altered, constructed on or removed from these areas without written permission from the Board.
- CLOTHES LINES:** No clothes lines (poles or trees) may be placed on or over common ground. (Article VIII, By-Laws)
- DUES:** Homeowner's dues are due and payable the 1st each month and are past due on the 15th. Any homeowner who is in arrears will be subject to a judgment against them in Durham County court system.
- FIREARMS:** It is prohibited in any area of the Ridges to discharge any type of firearm or weapon inclusive of but not limited to: pellet guns, bows and arrows, BB guns, air rifles, or fireworks.
- FIREWOOD:** Wood is to be stacked neatly in the rear of the units and should not impede ground maintenance. Refer to section on Termite Protection. (Article VIII, By-Laws)
- FENCES AND FENCED-IN BACK YARDS:** These will be kept in a neat manner. If an animal is kept within the yard, the owner should carefully maintain said animal so it does not become offensive to the neighbors. Enclosed yards are the full and complete responsibility of the homeowner. Grounds maintenance will not enter for upkeep. Plantings or structures contained within the fence may not encroach upon adjoining units.

Fences will meet the following specifications:

- They will not be constructed outside the property line.
- They will not overlap a common wall.
- They will not exceed eight feet.
- They will be constructed of wood.

- They will be stained to match the unit.
- They will have all structural support to the inside.
- They will be well maintained.

Dividers and wind-breaks will be in keeping with the specifications for fences.

**INSURANCE:** The Homeowners Association does not provide general hazard or homeowners' insurance for the residential units. A policy specifically designed for townhouse owners is recommended.

Nothing shall be done or kept in any unit in the Common areas and facilities which will increase the rate of insurance on the Common area and facilities or any other unit without the prior written consent of the Association.

No unit owner shall permit anything to be done or kept in his unit or in the Common areas and facilities which would result in the cancellation of insurance on any unit or any part of the Common areas or which would be in violation of any law. (Article VIII, CC&Rs)

**NOISE:** Being thoughtful of one's neighbors is especially important in a community such as THE RIDGES. Loud noises from televisions, stereo equipment, musical instruments, children, machinery, pets, and other disturbances are to be avoided. If a homeowner should be disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbing party is uncooperative and/or the problem is severe, then the local law enforcement agency should be contacted. The management office or Board of Directors should be contacted the next business day. "NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CONDUCTED UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD." (Article VIII CC&Rs)

**OUTDOOR FURNITURE:** No outdoor furniture is to be placed or stored on the front of the unit.

**PATIOS:** These are to be maintained in a neat and attractive manner. No unsightly equipment or articles are to be placed or stored on or near the patio.

**PETS:** All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the State of North Carolina and the Durham City and County are adopted as rules and regulations of the Ridges and are incorporated herein. In particular, all dogs must be leash controlled.

Solid pet excrement is to be removed by owner immediately.

Chains should restrict pets to owner's property.

No pet houses, unless maintained behind a privacy fence.

(Article VIII, CC&Rs)

**SOLICITING:** There will be no soliciting for any cause without express written permission of the Association.

**RENTERS:** All renters must comply with the rules, regulations, and by-laws of the Association and should be properly informed of these responsibilities by the owner of the unit.



Any damage done by the renters shall be charged to the respective unit homeowner.

**SIGNS:** No signs of any nature are allowed on Ridges property except those specifically approved by the Board of Directors through written request. All signs, including, but not limited to, Political, Directional, For Sale or For Rent, must be placed within the front common area of the specific unit. Any signs found outside of individual lots will be removed by an agent of the Association.

**TERMITE PROTECTION:** The Association will purchase annual termite insurance. The cost of same will be included in the Association dues. No lumber, firewood, paper or cardboard is to be stacked against the house. Regrading of soil adjacent to foundation walls or any other alteration that adversely affects infestation protection will result in additional premiums or repair costs charged to homeowner for the reissue of the Association's protection agreement.

**TOYS:** Bicycles, skateboards, and so forth should not be stored in common areas or left in the way of grounds maintenance. Toys and any equipment shall not be placed or stored in the front of the unit.

**TRASH CONTAINERS:** The Poly-Kart trash containers should be stored behind the unit, not left on the curb or in the parking lot after trash pick-up. Trash containers are not to be stored on common ground.

**VEHICLES:** There shall be no driving or parking of motor vehicles upon the common areas of the Association not so designated for vehicular travel and/or parking. Under no circumstances shall motor vehicles be driven or parked upon lawns or natural areas except those vehicles used by grounds contractor. Violators will be held responsible for all damage to the property including lawns, trees, shrubbery, underground utilities, etc. All vehicles must be currently licensed and in operable condition.

Boats, campers, trailers, large vans, large trucks (larger than  $\frac{1}{2}$  ton) and like vehicles are not to be parked or stored on the Ridges property. Said vehicles will be towed 5 days after failure to act upon notification by the Association.

Each unit shall have the use of two parking spaces. The By-laws read, "Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces for each lot, which shall be as near and convenient to said lot as reasonably possible..." Owners should request that their visitors not use parking spaces normally used by other homeowners.

The speed limit on any street within the Ridges shall be fifteen (15) miles per hour. Special attention should be exercised when driving within the community to insure the safety of all residents.

The following minor work is permitted to be accomplished in a reasonable time frame:

- Servicing of spark plugs, batteries and distributors and distributor parts.
- Tire servicing and repair, but not recapping or regrooving.
- Replacement of mufflers and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat belts, seat covers, windshield wipers, wiper blades, grease retainers, wheel bearings, mirrors and similar trim items.
- Radiator cleaning and flushing.

- Fuel pump, oil pump and line repairs.
- Minor servicing and repair of carburetors.
- Emergency wiring repairs.
- Minor motor adjustment not involving the removal of the head or crankcase, or racing the motor.
- Waxing and polishing; cleaning interiors and windows.

All other work is considered major and is not allowed.

Homeowners should exercise extreme care not to spill oil or grease on the pavement or common areas.

Protective pads are to be used under motorcycle kick-stands.

Vehicles parked or left standing in violation of the Rules and Regulations of the Ridges Homeowners Association shall be towed from the premises of the complex. Towing and storage fees shall be charged to the violator and are in addition to any other fines that may be assessed for violations of the CC&Rs and/or By-Laws. The Ridges Association's Management shall be authorized to tow such vehicles disclaiming any damages or theft that may be resultant from such action. (Article II CC&Rs)

These Rules and Regulations are pursuant to, in addition to, and do not replace, the Covenants, Conditions and Restriction and/or the By-Laws of the Ridges at Parkwood. These Rules may be amended or revised according to Article VIII of the By-Laws.

Adopted: 14 August 86

Board of Directors  
Ridges Homeowners  
Association

cc: Pamela Anderson  
Michael Byers  
Jack Donovan  
George Dudney  
Glenn Leshner  
Judy Esser, HRW  
All Homeowners  
and Renters

**David Elmore**

**From:** Property Management Team [pmt@nc.rr.com]  
**Sent:** Friday, December 02, 2005 9:43 AM  
**To:** Alice Archambault (Alice Archambault); 'David Elmore'; 'John Warner'; 'Scott Reavis'  
**Subject:** Rules

The following are suggested changes to the rules as we discussed last night.

**PETS** - Dogs must be under the control of owners (*leashed*) at all times in accordance with the City of Durham ordinances. Failure to comply with this rule may result in fines and/or imprisonment of the animal by the City. Owners must clean up after their pets when outside. Dogs may not be leashed outside any unit or where they can reach common property. Any damage caused to common property by pets shall be the sole responsibility of the owner.

**Decorative Displays Outside of Units.** Unit Owners shall not cause or permit anything other than blinds, curtains, conventional draperies and curtains, and holiday decorations to be visible from or hung, displayed, or exposed in, at, or on the outside of windows or doors or outside of Units or in any of the Common Element areas without the prior consent of the Association. Further, such display must be in a good state of repair.

%%  
Property Management Team  
Ph: 919-493-1833  
Fx: 919-489-9578  
E-Mail: [PMT@nc.rr.com](mailto:PMT@nc.rr.com)

THE RIDGES AT PARKWOOD ASSOCIATION

RULES AND REGULATIONS

ARTICLE I

Use of Units Affecting the Common Elements

**Section 1.1 Occupancy Restrictions.** Units are limited to occupancy by single families as defined in the Declarations. For use and occupancy restrictions, please see the Bylaws and Declarations.

**Section 1.2 No Commercial Use.** No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or non-residential storage, mail or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Elements of The Ridges at Parkwood Association, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding nine-square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements of any Unit, nor shall any Unit be advertised as being used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding three (3) feet wide or three (3) feet high may be posted directly in front of the unit only, pursuant to that Unit Owner's permission.

**Section 1.3 Electrical Devices or Fixtures.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances, circuits, or fixtures within a Unit that affects other units of the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Further, the total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

**Section 1.4 Decorative Displays Outside of Units.** Unit Owners shall not cause or permit anything other than blinds, curtains, conventional draperies and curtains, holiday decorations, and decorative flags and hanging plants to be visible from or hung, displayed, or exposed at or on the outside of windows or outside of Units or in any of the Common Element areas without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matters, if any. The storage of hoses visible from the front of any unit is specifically prohibited.

**Section 1.5 Painting Exteriors.** Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee then established having jurisdiction over such matters, if any.

**Section 1.6 Cleanliness.** Each Unit Owner shall keep his or her unit in a good state of preservation and cleanliness to ensure an attractive community and to prevent infestation by pests.

**Section 1.7 Outdoor grills.** No grilling using live coals or briquettes or charcoal lighter fluid is allowed on either the front or rear porches or decks of any structure within the Common Elements or Limited Common Elements. Only electric, butane, or gas-fired grills with ceramic briquettes whose flame is turned on and off by a valve or switch may be used and these only in compliance with all applicable ordinances. The Board of Directors may restrict the location at which these may be used at its discretion.

Should  
be  
used  
in  
the  
unit

Not to be used

Not to be used

## ARTICLE II

### Use of Common Elements

**Section 2.1 Obstructions.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board of Directors except as hereinafter expressly provided. Patio furniture, consisting of all-weather chairs and tables, and a barbecue grill, will be allowed on the deck and patio Limited Common Elements, provided that they remain in good condition and repair.

**Section 2.2 Storage.** If prior approval has been given storage of materials in Common Elements or other areas designated by the Board of Directors shall be at the risk of the person storing the materials.

**Section 2.3 Proper Use.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisance, vandalism, or damage on or to the Common Elements.

**Section 2.4 Alterations, Additions or Improvements to Common Elements.** No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry, or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees, and no sign, awning, canopy, shutter, or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Mini-satellite dishes may be allowed with prior approval by the Board and should be treated like an architectural change for application to the Board.

## ARTICLE III

### Actions of Owners and Occupants

**Section 3.1 Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit affecting the Common Elements, or on the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants or interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Unit Owner, tenant, sub-tenant, assignees, invitees, or occupant shall make or permit any disturbing noises by themselves, their family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any engine, device, phonograph, stereo, television set, car radio or stereo, or other radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

**Section 3.2 Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of North Carolina, and all ordinances, rules and regulations of the Town of Durham. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

**Section 3.3 Pets.** Under the Declarations' use or occupancy restrictions, no animals, birds or reptiles of any kind shall be raised, bred, or kept on the common area property. Indoor household pets must comply with the requirements of the city or county of Durham and the State of North Carolina as to number, kind, type, size, or other characteristics. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise affecting other residents or the

Common Elements shall be permanently removed from the Property upon three (3) days written notice following Notice and Hearing from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. Feces deposited by any dogs in the common areas is the responsibility of the owner and shall be immediately removed and disposed of in such manner as to avoid inconvenience or offense to other residents. No dogs shall be curbed in any courtyard or close to any patio or terrace, nor shall dogs be tethered outside at any location except for short periods of time under the direct supervision of the owner. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing-eye dogs and hearing-ear dogs will be permitted for those persons holding certificates of necessity.

**Section 3.4 Indemnification for Actions of Others.** Unit Owners shall hold the Association and other Unit Owners and occupants harmless from their own actions and for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

**Section 3.5 Lint Filters on Dryers; Grease Screens on Stove Hoods.** All dryers will have lint filters that will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens that will remain installed and prevent grease from accumulation in the vent duct. All filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

## ARTICLE IV

### Insurance

**Section 4.1 Increase in Rating.** Nothing shall be done or kept that will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept on the Property that will result in the cancellation of the insurance coverage on any of the buildings, or contents thereof, or that would be in violation of any law.

**Section 4.2 Rules of Insurance.** Unit Owners and occupants shall comply with the rules and regulations contained in any fire and liability insurance policy on the Property as may be published from time to time by the Board of Directors.

**Section 4.3 Reports of Damage.** Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a member of Board of Directors by any person having knowledge thereof.

## ARTICLE V

### Rubbish

**Section 5.1 Deposit of Rubbish.** Trash container locations will be designated by the Board of Directors or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean, and free of debris. Long-term storage of rubbish in the units is forbidden.

**Section 5.2 Trash Storage.** No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odor, or encouragement of vermin.

**Section 5.3 Trash Accumulation.** No garbage cans, trash barrels recycling bins, chairs or other furniture shall be placed in front of the units except for pickup or as a temporary expediency. At all other times garbage cans, trash barrels, recycling bins, or items of personal property shall be kept behind the unit on or near the patio or near or under the deck.

**Section 5.4 Recycling.** All residents are encouraged to recycle to the maximum extent possible and must recycle in accordance with the ordinances of the city of Durham. Containers for recyclable materials are clearly marked and such materials should be placed only in the appropriate container.

## ARTICLE VI

### Motor Vehicles

**Section 6.1 Prohibited Vehicles.** Trucks and other vehicles having more than four tires, trailers, commercial vehicles, and all vehicles that are disabled or not licensed for general highway use are prohibited in the parking areas and driveways, except for temporary loading and unloading, for periods not in excess of ten hours, or as may be designated by the Board of Directors. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

**Section 6.2 Compliance with Law.** All persons operating motor vehicles within the common areas will comply with North Carolina State Laws, Department of Motor Vehicle regulations, and applicable local ordinances.

**Section 6.3 Parking and Limitation on Use.** For purposes of these rules there are recognized two types of parking (1.) Unit owner parking and (2.) visitor parking. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element, and such parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading

**Section 6.4 Unit Owner Parking.** Unit owners are required to park in their assigned spaces and only in such spaces. The use of another owner's space is considered a violation of these rules and such cars are subject to towing and fines. Cars owned in excess of the number of parking spaces must park off-site.

**Section 6.5 Visitor Parking - Guest Pass.** The vehicles of visitors are expected to be parked in the designated visitor parking spaces and such parking is to be temporary. Vehicles not owned by unit owners and parked on the property for more than eight hours without a guest pass or vehicles parked in guest spaces in order to circumvent these parking regulations regardless of the time will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges, if any, of vehicles displaying such passes, as a Common Expense assessment that will be levied following Notice and Hearing. In no cases shall occupant owned vehicles be parked in visitor parking spaces and guest passes will not be issued for cars owned in excess of parking spaces..

**Section 6.6 Limitation on Visitor Parking.** Except where special arrangements are made, vehicles displaying visitor cards are limited to three days' parking.

**Section 6.7 Speed Limit.** The speed limit on the entrance road is 15 miles per hour. The speed limit on other drives is 10 miles per hour.

**Section 6.8 Snowmobiles, Off-Road, and Unlicensed or Immobile Vehicles.** Snowmobiles, off-road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for other motor-assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted, constructed or stored on the Property. The Association may remove, at the cost of the Unit Owner responsible, any vehicle remaining immobile in excess of 48 hours.

ARTICLE IX

Enforcement

Each infraction of the rules enumerated herein is considered an infraction by the owner of the unit whether the act is committed by the Unit Owner, his family, tenants, sub-tenants, guests, assignees, invitees, or other occupant. It is strongly suggested therefore that Owners make certain that tenants and others as needed are familiar with these rules. Each infraction may carry a fine against the Unit Owner of up to \$25.00 per day or any portion thereof during which the infraction occurs. In addition, the Board of Directors is empowered to do one or more of the following at its discretion:

- a. Restrict the right of an individual to use any or all of the common elements.
- b. Bring civil action against the individual.
- c. Seek injunctive relief.
- d. Levy fines which may include court costs and attorney's fees.
- e. Suspend membership and/or voting rights.
- f. Take such other legal actions or means as the Board of Directors may deem necessary or appropriate.

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary



**Section 6.9 No Parking Areas.** Vehicles may not be parked in such manner as to block access to fire hydrants, sidewalks running perpendicular to drives, pedestrian-crossing areas, designated fire lanes, or clear two-lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered.

## ARTICLE VII

### General Administrative Rules

**Section 7.1 Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

**Section 7.2 Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Board of Directors or the appropriate committee.

## ARTICLE VIII

### General Recreation Rules

**Section 8.1 Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

**Section 8.2 Boisterous Behavior Prohibited.** Boisterous, rough, or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

**Section 8.3 Children.** Parents will direct and control the activities of their children in order to require them to conform to the Rules. Parents will be responsible for violations or damage caused by their children whether the parents are present or not.

**Section 8.4 Proper Use.** Recreational facilities, if any, will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

September 2, 2008

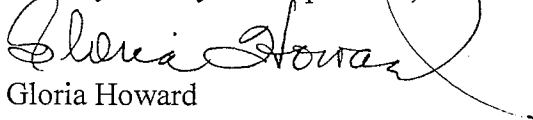
To all Homeowners,

Enclosed is the amendment to the existing Rules and Regulations Article VI, Section 6.1 per The Ridges at Parkwood Board of Directors.

Section 6.1 Prohibited Vehicles

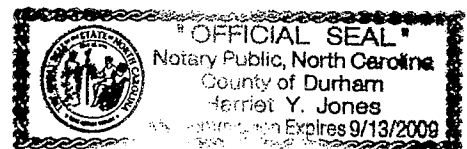
- (a) Boats, campers, trailers, large vans, large trucks (larger than ½ ton) and similar vehicles are not permitted to be parked or stored at The Ridges at Parkwood including but not limited to prohibition of parking or storing these vehicles on front, back or side yards, common areas, driveways and parking lots. The Board or it's agent may place written notice of violation of this rule directly on said vehicle. If the violation is not remedied with removal of such vehicle from The Ridges at Parkwood within five days of the notice, the Board or it's agent may tow such vehicle with the Unit Owner bearing full and sole responsibility for costs of towing and storage.
- (b) Cars, trucks and other operable and properly licensed vehicles not specifically prohibited herein may be properly parked on the property in accordance with the remaining provisions of ARTICLE VI. Such vehicles shall not be parked or stored on the front, back or side yards in The Ridges at Parkwood. The Board or it's agent may place written notice of violation of this rule directly on said vehicle. If the violation is not remedied with removal of such vehicle from the yard within five days of the notice, the Board or it's agent may tow such vehicle with the Unit Owner bearing full and sole responsibility for costs of towing and storage.

Thank you for your cooperation,

  
Gloria Howard

The Executive Board President

State of NC, County of DURHAM  
Signed before me on this 3rd day  
of Sep, 2008 by Gloria Howard  
Notary Public Harriet Jones



September 2, 2008

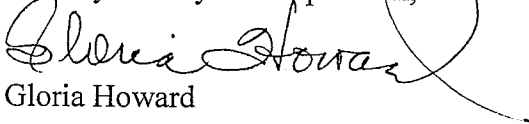
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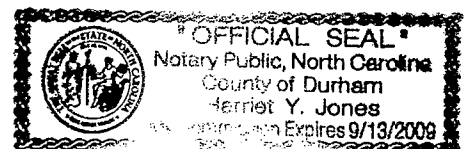
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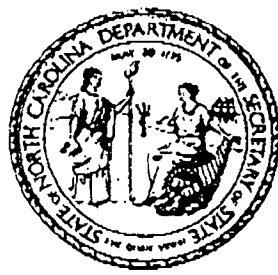
  
Gloria Howard

The Executive Board President

State of NC, County of DURHAM  
Signed before me on this 3rd ~~day~~  
of Sep, 2008 by Gloria Howard  
Notary Public Harriet Jones



18  
**State of  
 North  
 Carolina**



**Department  
 of the  
 Secretary of State**

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To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached ( 7 sheets) to be a true copy of

ARTICLES OF INCORPORATION

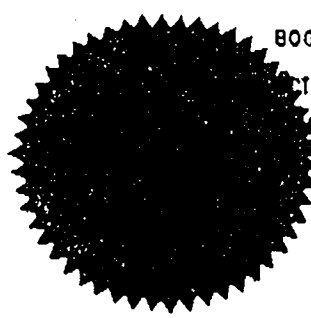
OF

THE RIDGES AT PARKWOOD ASSOCIATION

and the probates thereon, the original of which was filed in this office on the 21st day of September 1983, after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 21st day of September in the year of our Lord 19 83



FILED  
 BOOK 66 PAGE 48-54  
 OCT 11 2 13 PM '83  
 W. G. GARRETT, CLERK  
 REGISTER OF DEEDS  
 WILKINSON COUNTY, N.C.

*Thad Eure*  
 Secretary of State  
*[Signature]*  
 Deputy Secretary of State

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324425

ARTICLES OF INCORPORATION

OF

THE RIDGES AT PARKWOOD ASSOCIATION

RECORDED  
JUN 25 1968  
THE STATE  
SECRETARY OF STATE  
Raleigh, N.C.

In compliance with the requirements of Chapter 55-A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I

The name of the corporation is THE RIDGES AT PARKWOOD ASSOCIATION, hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 1020 East Wendover Avenue, Guilford County, Greensboro, North Carolina.

ARTICLE III

Charles E. Melvin, Jr., whose address is 500 NCNB, 101 W. Friendly Avenue, Guilford County, Greensboro, North Carolina, 27401 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof and no part of the Association's net income shall inure to the benefit of any of its officers, directors or members or any other private individual. The purposes and objects of the Association shall be to provide for administration, maintenance, preservation and architectural control of the Lots and Common Area within that certain tract of property described as follows:

Lying and being in Durham County, North Carolina, and being more particularly described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Durham County, North Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility (including any entity authorized by the appropriate governmental authority to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) annex additional residential property and Common Area pursuant to the provisions of Article X, Section 4, of the Declaration; and

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who or which 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 shall be a voting 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. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes 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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that the Class B membership shall be reinstated if, after such conversion and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties, pursuant to the provisions of Article X, Section 4, of the Declaration, containing a sufficient number of Lots to give the Class B Member a total number of votes in excess of the Class A Members; or,
- (b) on December 31, 1987.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who

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are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Francis M. Tivnan	1020 East Wendover Avenue Greensboro, NC 27420
Henry S. Zalkin	1020 East Wendover Avenue Greensboro, NC 27420
Noble Jahnke	1020 East Wendover Avenue Greensboro, NC 27420
Roger Strickland	4513 Creedmoor Road Raleigh, NC 27612
Oliver Alphin	800 First Union Bank Building Durham, NC 27701

At the first annual meeting the Members shall select three (3) directors for a term of two (2) years and two (2) directors for a term of one (1) year; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds ( $\frac{2}{3}$ ) of each class of voting Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE X

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.



ARTICLE XI

CONSENT OF VETERANS ADMINISTRATION

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 the Declaration of Covenants, Conditions and Restrictions.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Charles E. Melvin, Jr.	500 NCNB Building 101 W. Friendly Avenue Greensboro, North Carolina 27401

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 19<sup>th</sup> day of September, 1983.

Charles E. Melvin, Jr.  
Charles E. Melvin, Jr.

08319 P00000

NORTH CAROLINA

GUILFORD COUNTY

THIS IS TO CERTIFY, that on the 19<sup>th</sup> day of September, 1983, before me a Notary Public, personally appeared Charles E. Melvin, Jr., who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the 19<sup>th</sup> day of September, 1983.

BARBARA D. YARBROUGH  
NOTARY PUBLIC  
GUILFORD COUNTY, N. C.  
Commission Expires April 15, 1986

Barbara D. Yarbrough  
Notary Public

My Commission Expires:

April 15, 1986

SCHEDULE A

The Ridges at Parkwood  
 Durham County, N. C.

BEGINNING at a point in the eastern right-of-way line of Barbee Road, said point being  $S28^{\circ} 23'30''E$  38.54 feet from the southwest corner of Lot 976 in Parkwood Subdivision Section 22 as recorded in plat book 102 at page 19 in the Durham County Registry; thence along the rear lot lines of The Parkwood Subdivision the following eight courses,  $N53^{\circ} 02'20''E$  152.74 feet to a point,  $N43^{\circ} 26'15''E$  132.54 feet to a point,  $S89^{\circ} 23'30''E$  165.0 feet to a point,  $S69^{\circ} 41'30''E$  213.91 feet to a point,  $S70^{\circ} 09'00''E$  197.38 feet to a point,  $S84^{\circ} 13'40''E$  355.0 feet to a point,  $S63^{\circ} 02'20''E$  197.45 feet to a point,  $S86^{\circ} 34'30''E$  221.55 feet to point, said point being in the rear lot line of Lot 848 in Parkwood Subdivision Section 17 as recorded in plat book 94 at page 101 in the Durham County Registry; thence along the common property line with Parkwood Village,  $S02^{\circ} 59'20''W$  209.37 feet to a point, thence  $S11^{\circ} 56'49''E$  188.89 feet to a point; thence  $S83^{\circ} 30'E$  90.0 feet to a point; thence  $S39^{\circ} 30'E$  190.0 feet to a point; said point being in the northern right-of-way line of Seaton Road; thence along the northern right-of-way line of Seaton  $N60^{\circ} 30'00''E$  165.0 feet to a point; thence crossing Seaton Road  $S29^{\circ} 30'E$  60.0 feet to a point in the southern right-of-way line of Seaton Road; thence along the southern right-of-way line of Seaton Road  $N60^{\circ} 30'E$  55.94 feet to a point; thence leaving Seaton Road  $S22^{\circ} 19'20''E$  377.51 feet to a point; thence  $N85^{\circ} 42'50''W$  1,635.96 feet to a point in the eastern right-of-way line of Barbee Road; thence along the eastern right-of-way line of Barbee Road  $N34^{\circ} 53'10''W$  363.54 feet along a curve to the right having a radius of 1,607.08 feet to a point; thence  $N28^{\circ} 23'30''W$  586.78 feet to the point and place of BEGINNING. Containing 29.77 acres more or less.

## SCHEDULE A

The Ridges at Parkwood  
Durham County, N. C.

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## The RIDGES AT PARKWOOD ASSOCIATION EXTERIOR MAINTENANCE POLICY

The Declaration of Covenants, Conditions and Restrictions for The Ridges at Parkwood Association states in part in Article VII, EXTERIOR MAINTENANCE that: In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each dwelling on each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, or 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 the responsibility of the homeowner.

Association responsibilities relating to the Ridges at Parkwood Townhomes are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Responsibilities are restricted to the original construction, or authorized repairs.

Any and all maintenance which is the responsibility of the Association will be provided under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board will decide when a situation requires remedy. Repairs which are non-emergency in nature may be delayed for budgetary reasons.

The Association will not be responsible for interior damage resulting from exterior failure or for the exterior damage caused by internal problems. Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is the responsibility of the homeowner, not the Association.

The homeowner, in no instance, will dictate the method of repair used when the Association is responsible for them.

Both the homeowner and the Association are to provide maintenance and repairs in good faith on a timely basis so as to prevent further damage.

## The RIDGES AT PARKWOOD ASSOCIATION EXTERIOR MAINTENANCE POLICY

The Association, therefore will be responsible for:

1. Repair of roofs.
2. Replacement of roofs at a time determined by the Board of Directors. This replacement to include any repair or replacement of sheathing and wood under the shingles. It is not the responsibility of the Association to replace structural supports, such as rafters or joists under the roof which are causing a problem.
3. Cleaning the gutters and downspouts as necessary as determined by the Board and Management.
4. Replacement or repair of gutters and downspouts when necessary, as determined by Board and Management.
5. Repair or replace as necessary, as determined by the Board or Management, all siding, and paint each unit on a regular schedule as determined by Board and Management.
6. Maintenance of trees, shrubs, grass and walks to the extent determined by the Board and landscape committee with Management. This does not include private gardens planted by homeowners.
7. Maintenance of walkways.
8. Repair and replacement of mailbox shelter necessitated through normal use
9. Repair and replacement of private roads and parking areas.
10. Lights in the common areas.
11. Maintenance of water lines from the meter to the city line, unless maintained by the city.
12. Maintenance of sewer lines from the first cleanout to the city collector line, unless maintained by the city.
13. Maintenance of water or sewer lines that have been damaged by association maintained landscaping such as tree or shrub roots. All other repairs to these items are the responsibility of the homeowner.

## The RIDGES AT PARKWOOD ASSOCIATION EXTERIOR MAINTENANCE POLICY

### The Homeowner is responsible for:

1. Chimney cap leaks, problems with animals getting in the chimney or other structural problems. (Brick chimneys are completely the responsibility of the owner other than the surface, which is Association responsibility.)
2. Structural problems causing a unit to shift position or any problems caused by this shift will be decided when problem arises.
3. Heating or air conditioning units or any feeder lines to them.
4. All glass and screen surfaces, doors and jambs as installed by the builder. (Doors & frames will be painted by the Association when the units are painted.)
5. All electrical fixtures and lines except lights paid for by the Association on common areas.
6. Any inside damage caused by outside leaks or failures.
7. Garden or flower beds installed by the owner.
8. Screened in or sunroom porches are the residents responsibility.
9. Inside and outside insect control, *except termites*, unless covered under the landscape contract.
10. Grounds maintenance within any fenced in area.
11. Repair and maintenance of all architectural changes.
12. Ice and snow removal necessary for their convenience or safety. The Association may elect to contract for this at its discretion.
13. The foundation and all structural parts of the house and decks.
14. Interior drainage system for the units with the exception of gutters and downspouts.
15. Storm doors, screens and storm windows including repair & replacement.
16. Attic power fans and vents.

## The RIDGES AT PARKWOOD ASSOCIATION EXTERIOR MAINTENANCE POLICY

17. Damage to landscape caused by improper parking by family, employees, guests, etc., by auto repairs, oil spill, negligence, pets, etc.
18. The extra cost for painting a unit due to owner negligence such as changing color or using the wrong type of paint.
19. Foundation or structural problems causing a problem with the surface floor of patios.
20. Exterior plants, ivy and other vines on the exterior surface of the unit are difficult to control, can damage exterior walls surfaces and increase the cost of maintenance. Homeowners who desire to have such plants must keep them in pots and away from all building surfaces. If the owner fails to keep them away from the buildings, the vines will be removed by the Association and the homeowner will be charged for the work.
21. Firewood must be stored 18 inches from all wooden structures and no more than 1/2 cord should be stored at one time. Heavy plastic or metal covering must be under the wood to prevent insect problems and frequent insecticide spraying should be done. It is the responsibility of the homeowner to dispose of old decaying wood or any wood that is known to have termites or other insects. If firewood is the cause of any damage, the homeowner will be charged. It must not be stacked against or near any trees.
22. Outside water spigots
23. Maintenance and repair of water lines between the meter and the house, unless damage is caused by association maintained landscaping, such as tree or shrub roots.
24. Maintenance and repair of sewer lines between the house and the first cleanout, unless damage is caused by association maintained landscaping, such as tree or shrub roots.



## RULES AND REGULATIONS

### The Ridges at Parkwood Homeowners Association

THE FOLLOWING RULES AND REGULATIONS ARE DESIGNED TO MAKE LIVING AT THE RIDGES PLEASANT AND COMFORTABLE FOR EACH MEMBER OF THE ASSOCIATION. THE RESTRICTIONS WHICH THE BOARD HAS APPROVED ARE FOR THE MUTUAL BENEFIT OF ALL. THE COOPERATION OF EACH MEMBER IS VITAL.

- GENERAL:** Each lot shall be used for residential purposes only (Article VIII CC&Rs)
- ALTERATIONS:** All exterior changes must be approved by the Board of Directors. This includes, but is not limited to, buildings, fences, walls, plantings or landscaping. Complete plans and specifications showing nature, kind, shape, height, materials and proposed location of any alterations are to be submitted to the Board of Directors or their designee, with a plot plan, for approval. The Board of Directors has thirty (30) days to respond and will do so in writing. (Article V, CC&Rs)
- ANTENNAS:** No outside antennas of any type are allowed. (Article VIII, CC&Rs)
- COMMON AREA:** This area is to be protected. It is not to be abused by litter. No activity is to be carried out which will restrict the enjoyment of all members. Nothing shall be altered, constructed on or removed from these areas without written permission from the Board.
- CLOTHES LINES:** No clothes lines (poles or trees) may be placed on or over common ground (Article VIII, By-laws)
- DUES:** Homeowners dues are due and payable the 1st each month and are past due on the 15th. Any homeowner who is in arrears will be subject to a judgment against them in Durham County court system.
- FIREARMS:** It is prohibited in any area of the Ridges to discharge any type of firearm or weapon inclusive of but not limited to: pellet guns, bows and arrows, BB guns, air rifles, or fireworks.
- FIREWOOD:** Wood is to be stacked neatly in the rear of the units and should not impede ground maintenance. Refer to section on Termite Protection (Article VIII, By-laws)
- FENCES AND FENCED-IN BACK YARDS:** These will be kept in a neat manner. If an animal is kept within the yard, owner should carefully maintain said animal so it does not become offensive to the neighbors. Enclosed yards are the full and complete responsibility of the homeowner. Grounds maintenance will not enter for upkeep. Plantings or structures contained within the fence may not encroach upon adjoining units.
- Fences will meet the following specifications:
- \* They will not be constructed outside the property line
  - \* They will not overlap a common wall
  - \* They will not exceed eight feet
  - \* They will be constructed of wood
  - \* They will be stained to match the unit
  - \* They will have all structural support to the inside
  - \* They will be well maintained

Dividers and wind-breaks will be in keeping with the specifications for fences.

**INSURANCE:** The Homeowners Association does not provide general hazard or homeowners' insurance for the residential units. A policy specifically designed for townhouse owners is recommended.

Nothing shall be done or kept in any unit in the Common areas and facilities which will increase the rate of insurance on the Common area and facilities or any other unit without the prior written consent of the Association.

No unit owner shall permit anything to be done or kept in his unit or in the Common areas and facilities which would result in the cancellation of insurance on any unit or any part of the Common areas or which would be in violation of any law (Article VIII, CC&Rs).

**NOISE:** Being thoughtful of one's neighbors is especially important in a community such as THE RIDGES. Loud noises from television, stereo equipment, musical instruments, children, machinery, pets, and other disturbances are to be avoided. If a homeowner should be disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbing party is uncooperative and/or the problem is severe, then the local law enforcement agency should be contacted. The management office or Board of Directors should be contacted the next business day. "NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CONDUCTED UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD." (Article VIII, CC&Rs)

**OUTDOOR FURNITURE:** No outdoor furniture is to be placed or stored on the front of the unit.

**PATIOS:** These are to be maintained in a neat and attractive manner. No unsightly equipment or articles are to be placed or stored on or near the patio.

**PETS:** All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the State of North Carolina and the Durham City and County are adopted as rules and regulations of the Ridges and are incorporated herein. In particular, all dogs must be leash controlled.

Solid pet excrement is to be removed by owner immediately.

Chains should restrict pets to owner's property.

No pet houses, unless maintained behind a privacy fence.

(Article VIII, CC&Rs)

**SOLICITING:** There will be no soliciting for any cause without express written permission of the Association.

**RENTERS:** All renters must comply with the rules, regulations, and by-laws of the Association and should be properly informed of these responsibilities by the owner of the unit. Any damage done by the renters shall be charged to the respective unit homeowner.

**SIGNS:** No signs of any nature are allowed on Ridges property except those specifically approved by the Board of Directors through written request. All signs, including, but not limited to, Political, Directional, For Sale or For Rent, must be placed within the front common area of the specific unit. Any signs found outside of individual lots will be removed by an agent of the Association.

**TERMITE PROTECTION:** The Association will purchase annual termite insurance. The cost of same will be included in the Association dues. No lumber, firewood, paper or cardboard is to be stacked against the house. Regrading of soil adjacent to foundation walls or any other alteration that adversely affects infestation protection will result in additional premiums or repair costs charged to homeowner for the reissue of the Association's protection agreement.

**TOYS:** Bicycles, skateboards, and so forth should not be stored in Common areas or left in the way of grounds maintenance. Toys and any equipment shall not be placed or stored in the front of the unit.

**TRASH CONTAINERS:** The Poly-Kart trash containers should be stored behind the unit, not left on the curb or in the parking lot after trash pick-up. Trash containers are not to be stored on common ground.

**VEHICLES:** There shall be no driving or parking of motor vehicles upon the common areas of the Association not so designated for vehicular travel and/or parking. Under no circumstances shall motor vehicles be driven or parked upon lawns or natural areas except those vehicles used by grounds contractor. Violators will be held responsible for all damage to the property including lawns, trees, shrubbery, underground utilities, etc.. All vehicles must be currently licensed and in operable condition.

Boats, campers, trailers, large vans, large trucks (larger than 1/2 ton) and like vehicles are not to be parked or stored on the Ridges property. Said vehicles will be towed 5 days after failure to act upon notification by the Association.

Each unit shall have the use of two parking spaces. The By-laws read, "Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces for each lot, which shall be as near and convenient to said lot as reasonably possible..." Owners should request that their visitors not use parking spaces normally used by other homeowners.

The speed limit on any street within the Ridges shall be fifteen (15) miles per hour. Special attention should be exercised when driving within the community to insure the safety of all residents.

The following minor work is permitted to be accomplished in a reasonable time frame:

- \* Servicing of spark plugs, batteries and distributors and distributor parts.
- \* Tire servicing and repair, but not recapping or regrooving.
- \* Replacement of mufflers and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat belts, seat covers, windshield wipers, wiper blades, grease retainers, wheel bearings, mirrors and similar trim items.
- \* Radiator cleaning and flushing.
- \* Fuel pump, oil pump and line repairs.
- \* Minor servicing and repair of carburetors.
- \* Emergency wiring repairs.
- \* Minor motor adjustment not involving the removal of the head or crankcase, or racing the motor.
- \* Waxing and polishing; cleaning interiors and windows.

All other work is considered major and is not allowed.

Homeowners should exercise extreme care not to spill oil or grease on the pavement or common areas.

Protective pads are to be used under motorcycle kick-stands.

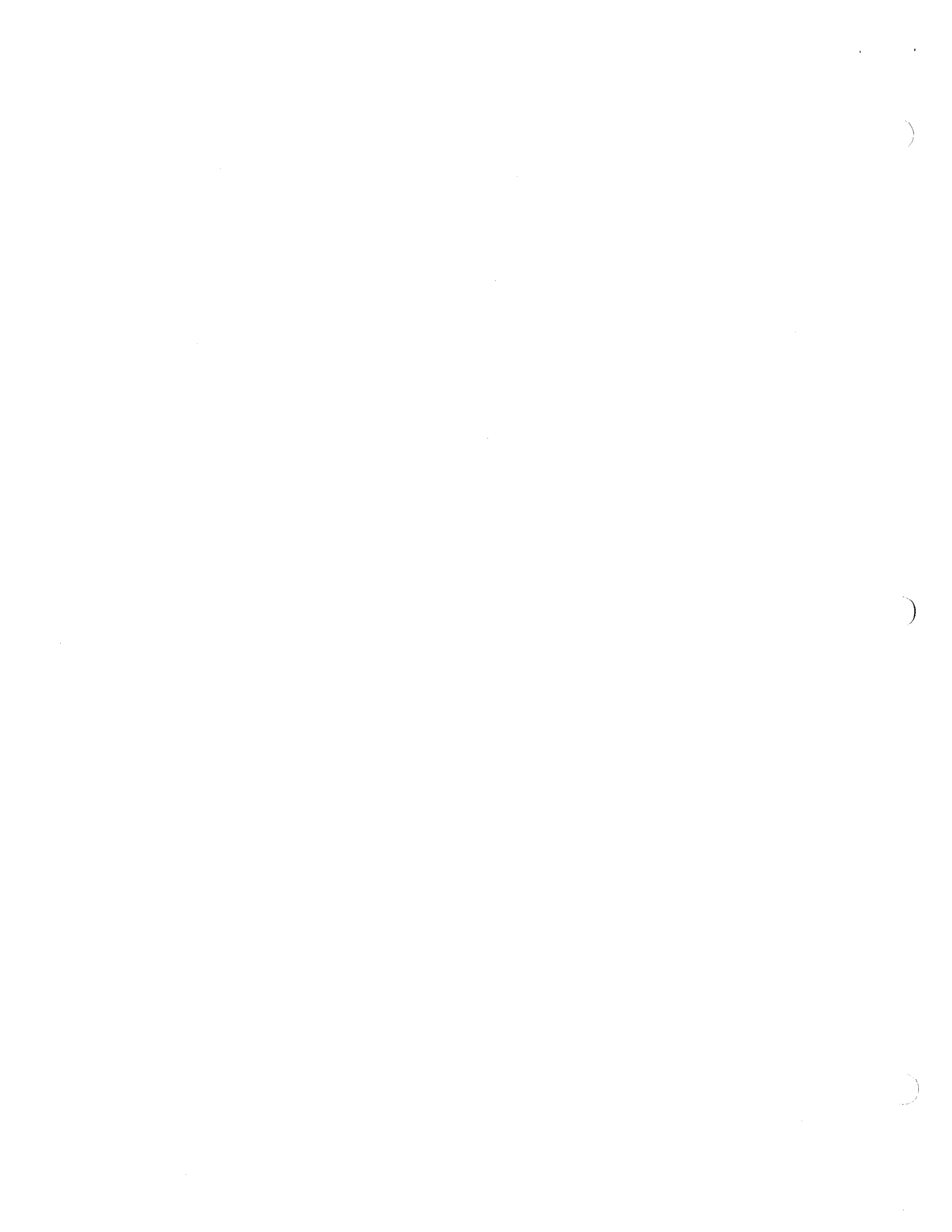
Vehicles parked or left standing in violation of the Rules and Regulations of the Ridges Homeowners Association shall be towed from the premises of the complex. Towing and storage fees shall be charged to the violator and are in addition to any other fines that may be assessed for violations of the CC&Rs and/or By-laws. The Ridges Association's Management shall be authorized to tow such vehicles disclaiming any damages or theft that may be resultant from such action. (Article II, CC&Rs)



These Rules and Regulations are pursuant to, in addition to, and do not replace, the Covenants, Conditions and Restrictions and/or the By-laws of the Ridges at Parkwood. These Rules may be amended or revised according to Article VIII of the By-laws.

Initially Adopted: 14 August 86

Board of Directors  
Ridges at Parkwood  
Homeowners Association



Prepared & mail to: O. W. Alphin, P. O. Box 3843, Durham, N. C. 27702

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *Beel noted*  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA *1151* *Page 129*

This Supplementary Declaration dated March 16, 1984; by Key Homes, Inc., a North Carolina corporation having its principal place of business at Greensboro, North Carolina, witnesseth:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 13, 1983, and recorded in Book 1129 at Page 666, in the Office of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held and conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does amend the Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 1, Phase 1, Map 2, on the plat recorded on Plat Book 104 at Page 199, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions, and Restrictions set forth in the Declaration as hereinabove described.

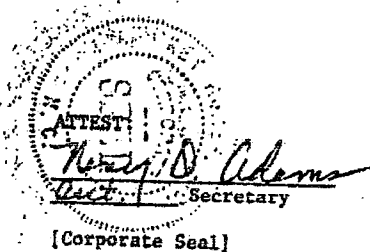
ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property described and referred to herein.

IN WITNESS WHEREOF, Key Homes, Inc., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its duly authorized officers, this the 16 day of March, 1984.

KEY HOMES, INC.

By: *Timothy J. ...*  
Vice President



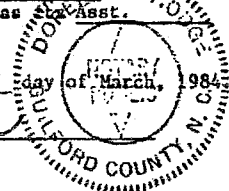
NORTH CAROLINA  
DURHAM COUNTY

BOOK 1151 PAGE 130

I, Doreen U. Hodge, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Asst. Secretary of Key Homes, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as Asst. Secretary.

Witness my hand and notarial seal this the 16th day of March, 1984

Doreen U. Hodge  
Notary Public



My Commission Expires:  
October 10, 1985

State of North Carolina - Durham County  
The foregoing certificate of Doreen U. Hodge  
a Notary (Notarum) Public of the Designated Governmental  
units is (are) certified to be correct.

This the 20 day of March, A.D. 1984  
Ruth C. Garrett Jacques J. Brown  
Register of Deeds By: Assistant, Deputy  
Register of Deeds

FILED  
BOOK 1151 PAGE 129-130  
MAR 20 10 46 AM '84  
RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

de:257/J



Prepared by: Key Homes, Inc.  
Mail to: Oliver W. Alphin, Attorney at Law  
P. O. Box 3843, Durham, N. C. 27702  
BOOK 1159 PAGE 45

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA

**BOOK NOTED**

This Supplementary declaration dated May 17th, 1984, by Key Homes, Inc., a North Carolina corporation having its principal place of business at Greensboro, North Carolina, witnesseth:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 13, 1983, and recorded in Book 1129 at Page 666, in the Office of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 105 at Page 84, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held and conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does amend the Declaration, all as follows:

ARTICLE I

Key Homes, Inc. hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 2, Map 1, on the plat recorded on Plat Book 105 at Page 84, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions, and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property described and referred to herein.

IN WITNESS WHEREOF, Key Homes, Inc., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its duly authorized officers, this the 17th day of May, 1984.

KEY HOMES, INC.

By: James M. Carrington  
President

Thomas D. Adams  
Secretary  
(Corporate Seal)

NORTH CAROLINA  
DURHAM COUNTY

I, Doreen U. Hodge, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Asst. Secretary of Key Homes, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. President, sealed with its corporate seal, and attested by herself as Asst. Secretary.

Witness my hand and notarial seal this the 17th day of May, 1984.

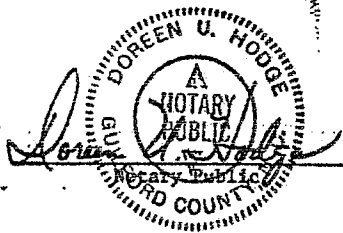
My commission expires:

October 10, 1985

FILED  
BOOK 1159 PAGE 45-46

MAY 21 1 49 PM '84

RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC



State of North Carolina - Durham County

The foregoing certificate of Doreen U. Hodge

A Notary (Notaries) Public of the United States Government

is (are) certified to be correct.

This the 21st day of May A.D. 1984

Ruth C. Garrett X Monette K. Block  
Register of Deeds By Assistant, Deputy  
Register of Deeds

Prepared by: Key Homes, Inc.  
Mail to: Oliver W. Alphin, P. O. Box 3843, Durham, N. C. 27702

BOOK 1177 PAGE 426

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA**

This Supplementary declaration dated September 18, 1984, by Key Homes, Inc., a North Carolina corporation having its principal place of business at Greensboro, North Carolina, witnesseth:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 13, 1983, and recorded in Book 1129 at Page 666 in the Office of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X Of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held and conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does amend the Declaration, all as follows:

**ARTICLE I**

Key Homes, Inc. hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 2, Map 2, on the plat recorded on Plat Book 105, page 135, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions, and Restrictions set forth in the Declaration as hereinabove described.

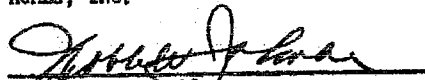
**ARTICLE II**

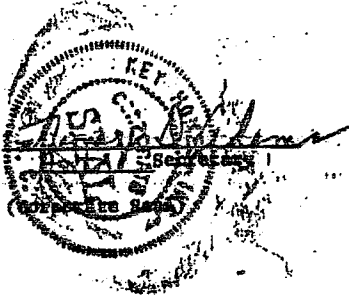
All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property described and referred to herein.

IN WITNESS WHEREOF, Key Homes, Inc., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its duly authorized officers, this the 18th day of September, 1984.

KEY HOMES, INC.

By:

  
Oliver W. Alphin  
President



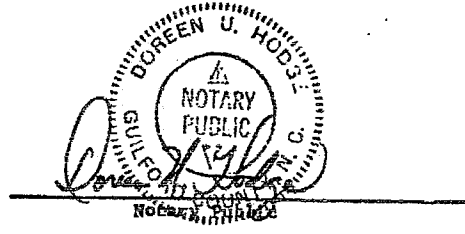
NORTH CAROLINA  
DURHAM COUNTY

I, Doreen U. Hodge, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as Assistant Secretary.

Witness my hand and notarial seal this the 18th day of September, 1984.

My Commission expires:

10/10/85



FILED  
BOOK 1177 PAGE 426-427  
SEP 27 9 25 AM '84  
RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

State of North Carolina - Durham County  
The foregoing certificate of Doreen U. Hodge  
A Notary (Notaries) Public of the Designated Government  
with is (are) certified to be correct.  
This the 18th day of September A.D. 1984  
Ruth C. Garrett  
Register of Deeds By: Assistant, Deputy  
Register of Deeds

Prepared by: Key Homes, Inc. Mail to: O. W. Alphin, P. O. Box 3843, Durham, N.C. 27702

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

BOOK ~~1129~~ PAGE **918**

**AFFECTING "THE RIDGES AT PARKWOOD"**  
PROPERTY OF KEY HOMES, INC., DURHAM NORTH CAROLINA

**BOOK NOTES**

This supplementary declaration dated June 6th, 1984, by Key Homes, Inc., a North Carolina corporation having its principal place of business at Greensboro, North Carolina witnesseth:

A Declaration of Covenants, Conditions and Restrictions affecting the RIDGES AT PARKWOOD property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 13, 1983, and recorded in Book 1129 at Page 666 in the Office of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc. finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

**ARTICLE I**

Key Homes, Inc. hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 3, on the plat recorded on Plat Book 106 at Page 108, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions, and Restrictions set forth in the Declaration as hereinabove described.

**ARTICLE II**

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 6th of June, 1984.

KEY HOMES, INC.

By: *Nancy D. Adams*  
Vice President

ATTEST:

*Nancy D. Adams*  
Assistant Secretary

State of North Carolina - Durham County

The foregoing certificate of

*Jean I. Eades*

A Notary (Notaries) Public of the Designated Governmental

units is (are) certified to be correct.

This the 19<sup>th</sup> day of Oct A.D. 1984

Ruth C. Garrett *Pamela N. Adams*

Register of Deeds By Assistant Deputy Register of Deeds

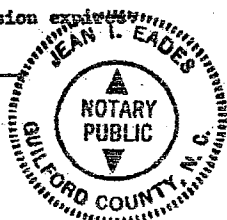
NORTH CAROLINA  
DURHAM COUNTY

I, Jean I. Eades, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as Assistant Secretary.

Witness my hand and notarial seal this the 6th day of June, 1984.

My commission expires

2/14/85



*Jean I. Eades*  
NOTARY PUBLIC

FILED  
BOOK ~~1129~~ PAGE **918**

OCT 15 2 46 PM '84

RUTH C. GARRETT  
REGISTER OF DEEDS

Prepared by & mail to: Key Homes, Inc., Attn: Nancy Adams  
P. O. Box 20207, Greensboro, N. C. 27420

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA

BOOK 1215 PAGE 80

BOOK 1215 PAGE 80

This Supplementary Declaration dated May 16, 1985, by KEY HOMES, INC., a North Carolina corporation, having its principal place of business at Greensboro, North Carolina.

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made May 16, 1985, and recorded in Book 1129 at Page 666 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

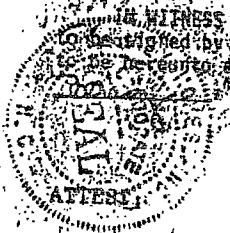
ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 4, Map 1 on the plat recorded in Plat Book 108 at page 55, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 16<sup>th</sup> day of May, 1985.



FILED  
BOOK 1215 PAGE 80 KEY HOMES, INC.

JUN 12 2 33 PM '85

RUTH P. BARNETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

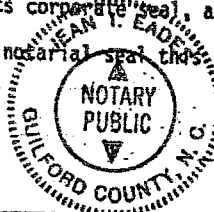
Nancy D. Adams  
Assistant Secretary

By: James M. Penney  
President  
State of North Carolina - Durham County  
The foregoing instrument is a copy of the original instrument as recorded in the public records of the State of North Carolina.  
This is the 16<sup>th</sup> day of May 1985  
James M. Penney  
President of Key Homes, Inc.

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Jean I. Eades, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc., 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 herself as its Assistant Secretary.

Witness my hand and notarial seal this the 17th day of May, 1985.



My Commission expires:  
February 14, 1990

Jean I. Eades  
Notary Public

Prepared by and mail to after recording to: Key Homes, Inc., Attention: Nancy Adams,  
P. O. Box 20207, Greensboro, N.C. 27420

BOOK 1215 PAGE 898

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA

This Supplementary Declaration dated June 11, 1985, by KEY HOMES, INC., a North Carolina corporation, having its principal place of business at Greensboro, North Carolina.

BOOK NOTED

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made June 11, 1985, and recorded in Book 1129 at Page 666 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 3, Map 5, on the plat recorded in Flat Book 108, Page 64, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 11<sup>th</sup> day of June, 1985.

BOOK 1215 PAGE 899

KEY HOMES, INC.

By: [Signature]  
Vice President

[Signature]  
Assistant Secretary

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Doreen H. Hodge, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this the 11<sup>th</sup> day of June 1985.  
[Signature]  
Notary Public

My Commission expires: 10-10-85

State of North Carolina - Durham County

The foregoing certificate (s) of \_\_\_\_\_  
Doreen H. Hodge  
A Notary (Notaries) Public of designated Governmental units is (are) certified to be correct.

This 18<sup>th</sup> day of June 1985.

Ruth C. Garratt By: [Signature]  
Register of Deeds Ass't, Deputy Register of Deeds

FILED  
BOOK 1215 PAGE 898-899  
JUN 18 10 27 AM '85  
RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

6.00



SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA

This Supplementary Declaration dated June 11, 1985, by KEY HOMES, INC., a  
North Carolina corporation, having its principal place of business at Greensboro,  
North Carolina.

*Book Told*

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES  
AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter  
referred to as Declaration, was made June 11, 1985, and recorded in Book 1129 at  
Page 666 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise  
of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the  
circumstances require that the property described in ARTICLE I of this Supplementary  
Declaration be subjected to the terms and provisions of the Declaration, and here-  
by renders said property subject to the Declaration recorded in Book 1129 at Page  
666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in  
Durham County to the terms of the Declaration, the undersigned hereby renders the  
property referred to in ARTICLE I hereof subject to the Declaration; and further  
covenants with the purchasers of lots in the property described and referred to  
hereinafter that the property so described and referred to shall be held conveyed  
subject to those restrictions set forth in the Declaration, all of which are deemed  
required to carry out its general plan for THE RIDGES AT PARKWOOD and does the  
Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES  
AT PARKWOOD, Section 4, Map 2, on the plat recorded in Plat Book 108, Page 113,  
Durham County Registry, is subject to and entitled to the benefits of the Covenants,  
Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in  
the Declaration are hereby rendered fully applicable to the real property and  
referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration  
to be signed by its duly authorized officers and in its corporate name and its seal  
to be hereunto affixed and attested by its authorized officers, this the 11 day  
of July, 1985.

KEY HOMES, INC.

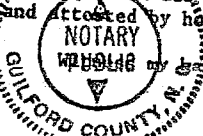
By: *Robert J. Adams*  
Vice President



*Nancy D. Adams*  
Assistant Secretary

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Jean I. Eades, a Notary Public of said state and county certify  
that Nancy D. Adams personally appeared before me this day and  
acknowledged that she is Assistant Secretary of Key Homes, Inc., and that by  
her signature and as the act of the corporation, the foregoing instrument  
was signed in its name by its Vice President, sealed with its corporate seal,  
and attested by herself as its Assistant Secretary.



My hand and notarial seal this the 11th day of July, 1985.

*Jean I. Eades*  
Notary Public

State of North Carolina - Durham County

The foregoing certificate (s) of \_\_\_\_\_

Carol J. Eades

a Notary (Notaries) Public of designated Governmental units  
is (are) certified to be correct.

This 24th day of July 1985.

RUTH C. GARRETT

Register of Deeds

By:

Pamela A. Bass

Deputy Register of Deeds

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FILED  
BOOK 1222 PAGE 199-200

JUL 24 12 02 PM '85

RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

Prepared by and mail back to: Key Homes, Inc., Attention: Nancy Adams, P.O. Box 20207, Greensboro, N.C. 27420

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING "THE RIDGES AT PARKWOOD" PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA BOOK 1233 PAGE 1001

This Supplementary Declaration dated September 17, 1985, by KEY HOMES, INC., a North Carolina corporation, having its principal place of business at Greensboro, North Carolina.

*Book Noted*

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 17, 1985, and recorded in Book 1129 at Page 666 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 5, Map 1, on the plat recorded in Plat Book 109, Page 25&26, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 17th day of September, 1985.

KEY HOMES, INC.

By: *[Signature]*  
Vice President

ATTEST

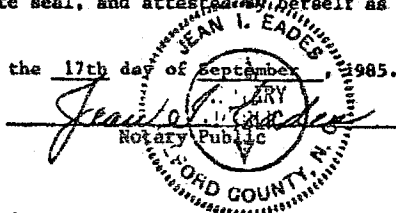


*[Signature]*  
Assistant Secretary

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Jean I. Eades, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this the 17th day of September, 1985.



My Commission Expires:

2/14/90

Prepared by and mail back to: Key Homes, Inc., Attention: Nancy Adams  
P.O. Box 20207, Greensboro, N.C. 27420

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA  
BOOK 1234 PAGE 197

This Supplementary Declaration dated September 25, 1985, by KEY HOMES, INC., a North Carolina corporation, having its principal place of business at Greensboro, North Carolina.

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 25, 1985, and recorded in Book 109 at Page 24 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 4, Map 4, on the plat recorded in Plat Book 109, Page 24, Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 25th day of September, 1985.



KEY HOMES, INC.

By: [Signature]  
Vice President

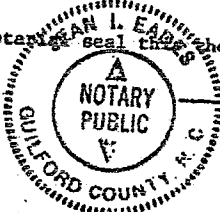
ATTEST

[Signature]  
Assistant Secretary

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Jean I. Eades, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notary seal this the 25th day of September, 1985.



[Signature]  
Notary Public

My Commission Expires:

2/16/90

652

STATE OF NORTH CAROLINA  
DURHAM COUNTY

The foregoing certificate(s) of \_\_\_\_\_

*Jean D. Cook*

a Notary (Notaries) Public of designated Governmental units is (are) certified  
to be correct.

This 27th day of September, 1985.

RUTH C. GARRETT

Register of Deeds

By: *Jane Baker*  
Deputy Register of Deeds

FILED  
BOOK 1234 PAGE 197-198

SEP 27 2 01 PM '85

RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

Prepared by: Key Homes, Inc.  
Mail after recording to: Key Homes, Inc., Attention: Nancy Adams, P. O. Box 20207  
Greensboro, N.C. 27420

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING "THE RIDGES AT PARKWOOD"  
PROPERTY OF KEY HOMES, INC., DURHAM, NORTH CAROLINA

BOOK 1234 PAGE 220

This Supplementary Declaration dated September 10, 1985, by KEY HOMES, INC., a North Carolina corporation, having its principal place of business at Greensboro, North Carolina.

*Book Noted*

WITNESSETH:

A Declaration of Covenants, Conditions and Restrictions affecting THE RIDGES AT PARKWOOD, property of Key Homes, Inc., Durham County, North Carolina, hereinafter referred to as Declaration, was made September 10, 1985, and recorded in Book 1129 at Page 666 of the Register of Deeds of Durham County.

In furtherance of the general plan of THE RIDGES AT PARKWOOD and in exercise of the option under ARTICLE X of the Declaration, Key Homes, Inc., finds that the circumstances require that the property described in ARTICLE I of this Supplementary Declaration be subjected to the terms and provisions of the Declaration, and hereby renders said property subject to the Declaration recorded in Book 1129 at Page 666, Durham County Registry.

Now, therefore, in the exercise of the option to subject additional lands in Durham County to the terms of the Declaration, the undersigned hereby renders the property referred to in ARTICLE I hereof subject to the Declaration; and further covenants with the purchasers of lots in the property described and referred to hereinafter that the property so described and referred to shall be held conveyed subject to those restrictions set forth in the Declaration, all of which are deemed required to carry out its general plan for THE RIDGES AT PARKWOOD and does the Declaration, all as follows:

ARTICLE I

Key Homes, Inc., hereby declares that the real property shown as THE RIDGES AT PARKWOOD, Section 4, Map 3, on the plat recorded in Plat Book 109, Pages 27428 Durham County Registry, is subject to and entitled to the benefits of the Covenants, Conditions and Restrictions set forth in the Declaration as hereinabove described.

ARTICLE II

All restrictive terms, provisions, specifications and standards set forth in the Declaration are hereby rendered fully applicable to the real property and referred to herein.

IN WITNESS WHEREOF, KEY HOMES, INC., has caused this Supplementary Declaration to be signed by its duly authorized officers and in its corporate name and its seal to be hereunto affixed and attested by its authorized officers, this the 10th day of September, 1985.



ATTEST

*Nancy D. Adams*  
Assistant Secretary

KEY HOMES, INC.

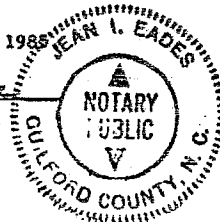
By: *W. Donald Smith*  
Vice President

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Jean I. Eades, a Notary Public of said state and county certify that Nancy D. Adams personally appeared before me this day and acknowledged that she is Assistant Secretary of Key Homes, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary

Witness my hand and notarial seal this the 10th day of September, 1985

*Jean I. Eades*  
Notary Public



My Commission Expires:

2/14/90

1981

State of North Carolina - Durham County

The foregoing certificate(s) of \_\_\_\_\_

Jean D. [Signature]  
a Notary (Notaries) Public of designated Governmental units  
is (are) certified to be correct.

This 27th day of September, 1985.

RUTH C. GARRETT By: Jail [Signature]  
Register of Deeds Deputy Register of Deeds

FILED  
BOOK 1234 PAGE 220-221

SEP 27 2 00 PM '85

RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

**THE RIDGES AT PARKWOOD ASSOCIATION  
POLICY RESOLUTION NUMBER 1  
RULES ENFORCEMENT**

WHEREAS, the governing documents of the Association give an elected Board of Directors the authority and responsibility to manage the affairs of the Association; and

WHEREAS, The Bylaws provide for the formulation and enforcement of rules governing many of the activities of the residents; and

WHEREAS, the Board of Directors find it necessary to formalize such rules and provide for the policy of enforcement of such rules in order to ensure greater adherence thereto; and

NOW THEREFORE BE IT RESOLVED that the following policy shall govern the enforcement of all rules and regulations now in force or which may subsequently be put in force:

1. The ultimate responsibility for rule enforcement lies with the Board of Directors. The Board can and hereby does delegate its authority but not its responsibility to the manager.
2. Any decision to enforce or not to enforce any rule shall be a fair, impartial, and timely decision based on the specific merits of each case.
3. Every effort will be made to educate all owners and residents concerning the rules and regulations and the concomitant penalties in order to minimize the incidence of infractions. This will be done by mailing the rules to all Owners. The responsibility for adherence to the rules lies ultimately with the unit owner.
4. Every effort has been made to ensure that all rules and regulations are necessary and that they are as free of restraint as possible.
5. Most penalties and fines will be levied against the unit owner, even though the infraction may be caused by a tenant.
6. The following steps will be taken upon the Boards' learning of a rule infraction, whether by its own recognizance or a complaint brought by an owner or resident.
  - a. Bring the infraction to the attention of the owner (and resident if a tenant) verbally and in writing and give them a chance to remedy the situation.
  - b. Provide an opportunity for the alleged defender to be heard, if so requested, by the Board of Directors. The Board's decision will be final in so far as the Association is concerned.

had this  
been  
revised



7. In the establishment of fines and penalties, the Board is empowered to do one or more of the actions stated in the rules at its discretion:

BE IT FURTHER RESOLVED that a list of all rules and regulations together with the fines or penalties for the infraction of each be published immediately and communicated to all unit owners and residents along with this policy statement; and

BE IT FURTHER RESOLVED that this policy shall become effective January 1, 2001.

This resolution adopted this the -----, and entered in the Book of Minutes.

PRESIDENT \_\_\_\_\_ SEAL

<i>For office use only</i>
Date submitted to Committee for approval: _____
Date of next Board and Committee meeting: _____

**ARCHITECTURAL MODIFICATION  
REQUEST FORM  
FOR THE RIDGES AT PARKWOOD HOA**

Application Instructions:

1. Complete all of the information sections on pages 2, 3, and 4 of this form.
2. Make sure you sign and date the form prior to submitting it to the Architectural Review Committee.
3. You may either mail this form to the Board of Directors or you may hand deliver it to a Board member.

For Mailing send to :     **THE RIDGES AT PARKWOOD ARC**  
  **126 White Oak Drive**  
  **Durham, NC 27707**



) Attach a scaled three dimensional drawing describing the project and showing the relationship of the project to property lines, common areas, and existing buildings.

4. What is the anticipated cost of this alteration? \$ \_\_\_\_\_

5. Who will be performing this alteration? \_\_\_\_\_

Are they appropriately licensed? \_\_\_\_\_

6. Will this Contractor be offering any form of workmanship warranties? \_\_\_\_\_ If so, specify warranty terms: \_\_\_\_\_

7. Would there be any warranties offered by the manufacturer's of any of the materials used on this project? \_\_\_\_\_ If so, specify warranty terms: \_\_\_\_\_

) Does this alteration require a building permit? \_\_\_\_\_ If so, do you have one? \_\_\_\_\_

Note: All municipal permits, inspections, licenses, variances and the like, if required, will be the responsibility of the applicant.

9. Please respond as best you can to the following considerations concerning your proposed project:

a. Its relation to the natural environment: \_\_\_\_\_

b. Its conformance with covenants (or justification if it does not): \_\_\_\_\_

c. Its design compatibility: \_\_\_\_\_

d. Its location to and impact on neighbors (The Board may require inputs from neighbors at its discretion): \_\_\_\_\_

e. Describe its color or finishes: \_\_\_\_\_

f. Are there any safety features or concerns? \_\_\_\_\_

g. Are there any security features or concerns? \_\_\_\_\_  
\_\_\_\_\_

h. Will there be any noise or odor concerns either during and after construction? \_\_\_\_\_  
\_\_\_\_\_

10. AGREEMENT REQUIREMENT: The Board of Directors may require applications for architectural modification to a unit be approved only if the Unit Owner agrees to assume the responsibility and cost of maintenance, upkeep, and replacement or removal of the modification. In order for this agreement to be binding on subsequent owners the agreement must be filed with the Durham County Registrar of Deeds. Therefore, upon the decision of the Board of Directors, approval or architectural modifications are contingent upon the Unit Owner providing a certified copy of such agreement in form and substance acceptable to the Board, duly filed, stating with particularity the description of the modification and that the Unit Owner assumes the responsibility and cost of maintenance, upkeep, replacement, and/or removal if necessary of the modification. Further the owner agrees that to the extent that the owner fails to fulfill his obligations under this agreement the Association may, but is not required to, expend funds for said cost and any funds so expended shall be assessed against the unit.

*As the legal owner of a home at \_\_\_\_\_, I hereby submit my request for an alteration or modification to my unit for consideration by the Board of Directors of THE RIDGES AT PARKWOOD Home Owners Association. I understand that, if approved, all cost and liability associated with this alteration will be borne by the Unit Owner and not the Association.*

*The information I have provided herein is true and accurate to the best of my knowledge .*

*Submitted this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.*

\_\_\_\_\_  
*Signature*

*For office use only*

Approved _____	Disapproved _____
Date of decision _____	
Date of notice to owner _____	

-----*For Board of Directors use only*-----

Reason(s) for request to be denied: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **ARCHITECTURAL AND CONSTRUCTION GUIDELINES FOR MODIFICATIONS TO HOMES AT THE RIDGES AT PARKWOOD**

It is the desire of the Board of Directors at The Ridges at Parkwood to preserve the architectural harmony built into the community; correct disharmony where it has occurred, and at the same time provide opportunities for individuality and identity. It is with this in mind that the following guidelines have been adopted and published. It is intended that these guidelines apply to all existing changes or additions that have not had prior approval as well as all future changes and additions.

Objectives: All structural modifications to homes or grounds must be designed in such a way as to increase the home's functional utility and must be architecturally compatible with the original structure. Landscaping, particularly that visible from the streets, must be done in a manner that strongly connects the house to its surroundings and the community as a whole. To accomplish this any and all modifications to a home's structure, appearance, or landscaping including removal or addition of shrubs, mulch, etc. must have prior approval from the Board of Directors or its appointed Architectural Review Committee. In this regulation the terms Board; Board of Directors; Architectural Review Committee, and Landscape Committee are used interchangeably.

## **1. GENERAL CRITERIA**

### **1.1 Conditions of Approval**

Attached hereto as exhibit A is an application for submission of proposed changes to the board and exhibit B which is a list of changes that will be generally approved. However in all instances the approval of the Board of Directors of The Ridges at Parkwood is needed before any change is made to the structure (inside or out), any appendage is attached to the structure or on the grounds, or any change is made to the landscape whether addition, removal, or relocation. The fact that an item is listed as being generally acceptable does not mean that approval is automatic. The Board still may exercise discretion. The following are guidelines for the approval process.

In all cases the applicant must agree to properly maintain the change or addition, and if not must agree to it being removed and/or maintained by the

association at the applicants expense. Further if any such addition or improvement becomes abandoned or is not maintained the Association has the absolute right to maintain, remove, modify, demolish, or change the addition or improvement at its discretion at the owners expense.

### **1.2 Building Permit**

A building permit from the appropriate regulatory agency must be secured and all city and/or county building codes must be adhered to if needed. The building permit registration number must be given to the Board of Directors as part of the permanent record. This permit must be posted at all times and in clear view, along with the certificates of inspections by the city/county inspectors.

### **1.3 Uncontested land title**

All modification or structural changes must be placed on land to which the Homeowner holds clear and uncontested title, and a copy of the plot plan must be submitted to the Board of Directors.

### **1.4 Expenses associated with changes, modifications, or additions**

Any and all resultant expenses for the upkeep of the modifications, additions, or changes are the sole responsibility of the Homeowner and will be passed on to him/her accordingly. This includes, but is not limited to, all painting, gutters, roofing, siding, plumbing, electric, shrubs, seed, fertilizer, etc. expenses.

### **1.5 Architectural approval**

In the event of a disagreement between the Homeowner and the Board, the Board of Directors reserves the right to require, at the Homeowner's expense, a letter from a licensed architect stating that the proposed modification is architecturally compatible.

### **1.6 Other considerations**

No structure can be built on or extend over any common ground. No structure or landscaping can unduly compromise other owners privacy. The maintenance of all additions or changes shall be the responsibility of the individual homeowner and all future Homeowners of that unit. This includes payment for any increased maintenance costs, if any, precipitated by such addition or change. Should a project infringe upon, cover, or in any way affect a utility line, pipe, or other like facility the Board of Directors



maintains the right to remove any part of the project that is affecting the utility facility at the project owners expense.

## **2. ARCHITECTURAL GUIDELINES**

### **2.1 External materials**

All external materials used shall be compatible in appearance and color with the existing structure, including but not limited to the roofs, walls, door units, window units, fascia boards, gutters and downspouts, concrete, mulch and foundation fascia materials. Door details, window details, steps and railings must be exactly the same as what already exists. A certification stating that the proposed structural modifications will comply with all the above details must be submitted with the proposal package.

### **2.2 Foundation**

If the Homeowner proposes a modification to the deck area and the existing foundation cannot adequately support such change according to NC Building codes and regulations the foundation must be shored up or replaced. When such is required the Homeowner has two options: (1) Masonry to match what already exists or (2) column-to-beam structure enclosing between columns or over columns with an approved lattice.

### **2.3 Drainage**

It will be the sole responsibility of the Homeowner to insure that drainage through other lots will not be affected and that all necessary gutters and downspouts will be up to standard and will adequately carry water away from all structures. Excavations must be graded properly to also drain water away from any and all structures as well as critical landscaped areas. A description of any proposed grading change must be included in the proposal package.

### **2.4 Roof Pitch**

The roof pitch will be (1) the same as the existing building or (2) low pitched (shed roof).

## **2.5 Sky Lights**

Sky lights, if allowed, must be in number and size to correspond with whatever is accepted in the industry to be architecturally and structurally sound.

## **2.6 Debris**

All construction debris and materials must be housed on the Homeowner's property; and clean up after construction must be done in a timely manner pursuant to The Ridges at Parkwood Rules and Regulations.

## **2.7 Landscaping**

In the event that activities damage landscaping the Homeowner bears sole responsibility for the complete restoration of any landscaping that is damaged directly or indirectly as a result of his/her project. The restoration must occur within a time frame that is mutually agreed upon by the Board of Directors and the Homeowner.

## **2.8 Completion Dates**

All projects approved by the Board must be completed by a date that is mutually agreed upon by the Board of Directors and the Homeowner. Any extension of time must be requested in writing at least 1 week prior to the original completion date. If a project is not completed by the agreed upon date, the Board of Directors may require the Homeowner to restore the partially modified/constructed area to its original condition within four weeks at the Homeowner's sole expense.

# **3. APPROVAL PROCESS**

## **3.1 Proposal review**

The Homeowner will submit an application shown as exhibit A to the Board of Directors for review. The Board will review any application or re-application for a proposal and notify the Homeowner within 30 days of its approval or disapproval of the proposed modification. Disapproval may be conditional in that the Board may require additional information or changes as a condition of approval in which case the Homeowner has the option of resubmitting an application complying with the suggested changes or abandoning the project. The Board of Directors reserves the right to set up

a meeting with the Homeowner to discuss their concerns but is not required to do so.

### **3.2 Proposal package**

The Homeowner will need to present to the Board of Directors two complete application packages as shown in the application form attached hereto as exhibit A. The application must be complete in that all items specified must be supplied before the review process can proceed.

### **3.3 Stakeout review**

The Board of Directors or designated members will accompany the property owner and/or builder to the site to review the stakeout and approve the flagging for construction. The Board of Directors will send the Homeowner a letter of its approval or notice of its concerns within two (2) weeks.

### **3.4 Final compliance review**

A letter of compliance with The Ridges at Parkwood guidelines and project approval will be sent to the Homeowner by the Board of Directors once the Homeowner passes the final inspection. The final inspection is to insure compliance with the previously approved plans as shown in the application and the property must be in conformance with these guidelines as well as city, county, and state building codes.

## EXHIBIT B

### PROJECTS COMMONLY APPROVED

#### 1. Appendages to the structure

Banners, flags, and the like with the following restrictions:

- a. Must be modest in size and in good taste.
- b. Must not interfere in any way with neighbors, or associations activities.
- c. Must be properly maintained.
- d. Attachment to the building must not pose any structural or maintenance problems or increased cost of maintenance.

Hanging Baskets with the following restrictions:

- a. Must be modest in size and in good taste.
- b. Must not interfere in any way with neighbors, or associations activities.
- c. Must be properly maintained.
- d. Must not pose any safety hazards.

Wreaths with the following restrictions:

- a. Must be modest in size and in good taste.
- b. Must not interfere in any way with neighbors, or associations activities.
- c. Must be properly maintained.

#### 2. Modifications to the structure

Patio extensions with the following restrictions

- a. Must be within ones deeded property
- b. Must harmonize with the building architecture.
- c. Must not pose any safety hazard or infringe on the activities of other residents.
- d. Must not be visible from the front of the building.
- e. Must not directly or indirectly create increased maintenance activity or cost.

f. Must not directly or indirectly increase the availability or cost of insurance to the association.

Storage room extensions with the following restrictions

- a. Must be within ones deeded property
- b. Must harmonize with the building architecture.
- c. Must not pose any safety hazard or infringe on the activities of other residents.
- d. Must not be visible from the front of the building.
- e. Must not directly or indirectly create increased maintenance activity or cost.
- f. Must not directly or indirectly increase the availability or cost of insurance to the association.

**RIDGES OF PARKWOOD  
HOMEOWNERS ASSOCIATION CORPORATION  
REVISED PET POLICY**

WHEREAS, Article VIII, Section 1(a) of the Declaration of covenants and Restrictions provides the Board of Trustees with the authority to adopt and publish rules & regulations governing the use of the common areas and facilities, and the personal conduct of the Members, and their guest thereon, and to establish penalties for the infraction thereof:

WHEREAS, the Board of Directors have revised and set forth the Association's policy and general rules concerning the keeping of pets within the Properties of the Association;

WHEREAS, the Board of Directors has received a number of recent complaints concerning the manner in which some residents keep pets, and these complaints have caused the Board to re-evaluate the Pet Policy for revision purposes.

**I. GENERAL PET GUIDELINES**

A. Subject to the restrictions set forth below, resident pet-owners shall be permitted to keep ordinary house pets within their individually owned Property. The term "ordinary house pet" shall include, but not necessarily be limited to, dogs, household cats, caged domestic birds, hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, and creatures normally maintained in a terrarium, aquarium, or small cage.

B. Resident pet-owners shall not be permitted to keep any unusual house pets within their individual owned Property (or on the common area) without the advance written approval of the Board of Trustees. The term "unusual house pet" shall include, but not necessarily be limited to, non-domesticated animals, livestock, poultry, large reptiles, anthropoids, felines other than household cats, canines other than dogs, rodents, mammals, uncaged non-domestic birds, and creatures other than those listed in Paragraph A above or not normally maintained in a terrarium, aquarium or small cage.

**II. PET RESTRICTIONS**

A. Pet Registration.

Resident pet-owners must register all dog and cats with Durham County, as applicable, and make sure that evidence of registration is clearly visible on the pet. The Association reserves the power to consider any resident's failure to do so as a violation of the Association's rules.

B. Common Area Pet Policy.

- Except for resident pet-owners who need seeing eye-dogs or special assistance-trained animals, residents are prohibited from bringing any pets onto the common facilities owned by Ridges of Parkwood designed for active use. Residents may bring pets onto the common areas owned by Ridges of Parkwood designed for passive use, such as grassy open space areas or walkways, provided that a) the residents have direct control over their pet with a leash of six feet or less in length or b) the residents carry their pet in a carrier designed for

such use. To the extent the Association is subjected to any liability exposure as a result of the actions of an animal, the Association shall make a claim against the pet-owner.

#### Resident pet-owners

- may not leash or chain a pet to any stationary object on the Exterior Area of any unit.
- are required to clean up the solid waste from their pets and to dispose of it properly in waste containers.
- are responsible for the control of their pet at all times.
- are responsible for any property damage injury, or disturbance that their pet may cause or inflict anywhere within Ridges of Parkwood.
- are responsible for ensuring that their pet does not molest, attack or otherwise interfere with the freedom of movement of persons on the common areas, or which chase vehicles, attack other pets, or create a threatening disturbance in other ways.

#### C. Commercial Activity.

Commercial breeding of pets is prohibited within the Association.

#### D. Lot Activity.

Resident pet-owners must take due care to ensure that their pets do not make excessive noise, cause any offensive smell, or create any physical threat to any resident's safety, particularly among children.

Resident pet-owners are responsible for promptly cleaning their individually owned Property of any waste from their pets.

### III. NUISANCES

The Declaration requires each member to ensure that his lot is occupied in such a manner so as not to constitute a nuisance to any other resident. In addition to the enforcement of the rules listed above, the Board of Trustees reserves the power to generally endorse the prohibition against nuisances to address any undesirable or offensive situation involving a pet which is not addressed by the guidelines or restrictions set forth above.

### IV. ENFORCEMENT POLICY

The Board of Trustees lacks the resources and desire to conduct inspections of the community to enforce this Resolution; accordingly, the Board hereby adopts a complaint-driven policy of enforcement and strongly encourages members to informally attempt to resolve any complaints with their neighbors before formally filing a complaint with the Board.

Absent the receipt of a written complaint from two members, the Board of Trustees shall not take any action to enforce this Resolution; however, if two members in good standing, each from separate lots, submit a written complaint against another member to the Board, then the Board shall conduct a formal review of the matter.

Board members may file complaints only in their capacity as individual members. If a Board member (or an occupant of his/her household) files a complaint, the Board member must recuse himself/herself from all of the proceedings as a Board member.

If a complaint is signed by both members, dated, and sufficiently clear and credible in the establishment of probable cause that a member has committed or is committing a violation of this Resolution, the Board shall send a notice of complaint to the member alleged to be in violation and shall conduct its administrative review in accordance with the procedures set forth in NC House bill 541.

If the Board imposes monetary charges as an assessment against the member's lot as a sanction, the board may not impose monetary charges in excess of \$100.00 for a single offense; however, the board shall reserve the power to impose a \$25.00 charge per day for any offenses which continue after the Board formally notifies the respondent-member of its ruling effective 20 days after the due process hearing.

If the Board decides that the member must remove the subject pet from Ridges of Parkwood, it shall provide the member with a minimum of 30 days to comply with the Board's ruling. The Board reserves the power to impose monetary sanctions and require pet removal cumulatively.

The board of Trustees reserves the power to hold members legally responsible for ensuring that their tenants, guests, occupants, or invitees comply with the Association's Regulations.

The procedures outlined in this Resolution may be applied to all violations of the Association's Regulations, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit. The board of Trustees reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

#### V. DISCRETION OF BOARD

The interpretation and enforcement of the guidelines listed above necessarily involve the exercise of reasonable judgment. These matters of reasonable judgment lie in the sole discretion of the Board of Trustees. Each member of the Board of Trustees shall exercise his/her discretion reasonable, in good faith and upon a desire to promote the best interests of the community. All decisions of the Board of Trustees shall be final and enforced in accordance with the legal procedures available to the Board of Trustees.

This revision of the pet policy was approved by the Board on the 24th day of August, 2006