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NORTH CAROLINA
DURHAM COUNTY

SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE
COVENANTS FOR WOODLAKE

RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

THIS SECOND AMENDED AND RESTATED DECLARATION
the 15th day of May, 1993, by WFLT PARTNERS, a
North Carolina general partnership ("Declarant").

RECITALS

A. Declarant is the successor developer of certain property in Durham County known as "Woodlake" as shown on a Master Site Plan by Jerry Turner and Associates, Inc. dated April, 1986 entitled "Woodlake" as modified from time to time (the "Property" or "Properties"), pursuant to an "Assignment of Declarant's Rights" dated as of August 14, 1992, by and between H & H Associates and Declarant recorded in Book 1761, page 460, Durham County Registry.

B. Portions of the Property are subject to an "Amended and Restated Declaration of Protective Covenants and Conditions For Woodlake," recorded in Book 1761, Page 344, Durham County Registry (the "Declaration").

C. Article XIII, Section 6, of the Declaration provides that the Declaration may be amended by an instrument signed by the owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots that have been made subject to the Declaration.

D. The undersigned signatories of this document are the owners of more than sixty-six and two-thirds percent (66-2/3%) of the Lots that have been made subject to the Declaration and desire to amend and restate the Declaration.

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NOW, THEREFORE, the Declaration recorded in Book 1761,
page 344, Durham County Registry, as amended, is hereby deleted and ^{p. 49}
the following instrument is substituted in its stead:

NORTH CAROLINA
DURHAM COUNTY

SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE
COVENANTS FOR WOODLAKE

THIS DECLARATION made this the 15th day of May, 1993, by WFLT PARTNERS, a North Carolina general partnership ("Declarant").

RECITALS

A. The Declarant is the developer of certain property lying within Durham County, North Carolina, more particularly described as follows:

All of lots 1 through 10 inclusive, Phase 1, Block A, as shown on Plat Book 109, page 76, Durham County Registry.

All of lots 11 through 15 inclusive, Phase 1, Block A, and Lots 1 through 9 inclusive, Phase 1, Block C, and Fall Circle as shown on Plat Book 110, page 101, Durham County Registry.

All of lots 17 through 32 inclusive, Phase 1, Block B, and Cedar Hill Drive as shown on Plat Book 110, page 58, Durham County Registry.

All of lots 1 through 16 inclusive and lots 33 through 35 inclusive, Phase 1, Block B, and Cedar Hill Drive and Boxwood Drive as shown on Plat Book 110, page 59, Durham County Registry.

All of lots 1A and 7A, Phase 1, Block B, as shown on Plat Book 111, page 4, Durham County Registry.

All of Lakeshore Drive containing approximately 1.305 acres as shown on a survey entitled "Survey of Lakeshore Drive Right of Way" dated January 12, 1988, by Henley Survey and Mapping Company, Asheboro, North Carolina.

All of Woodlake, Phase 1, Block G, known as "Grayson Ridge" as shown on a map recorded in Plat Book 116, pages 133 through 135, Durham County Registry.

All of Woodlake, Block F, known as "Dunmore" as shown on a map recorded in Plat Book 118, pages 71 and 72, Durham County Registry.

All of Woodlake, Block I-1, known as "Candlewood" as shown on a map recorded in Plat Book 119, Pages 27, 28 and 29, and Plat Book 119, page 151, all of the Durham County Registry.

All of Lots 1 through 20, inclusive, according to a survey entitled "White Oak at Woodlake" recorded in Plat Book 129, Page 147, Durham County Registry.

All of that portion of Great Oak Court and Lakeshore Drive as shown on a plat recorded in Plat Book 129, Page 147, Durham County Registry.

B. Declarant desires to subject the said properties to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

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DEFINITIONS

Section 1. "Amenities" shall mean the facilities constructed, erected or installed on the Common Areas.

Section 2. "Association" shall mean and refer to WOODLAKE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association, unless a contrary intent is evident.

Section 4. "Builder" shall mean an individual or entity to whom a Lot is sold for the purpose of constructing a residential dwelling thereon for sale or rent to the general public.

Section 5. "Building" shall mean and refer to a residential structure, constructed or erected on the Property.

Section 6. "Common Area" shall mean all real property, lakes, dams and amenities located thereon and all private streets owned by the Association for the common use and enjoyment of members of the Association. Common Area shall also include any water lines and sewer lines that may be located within the Common Area and not within publicly dedicated sanitary sewer easements.

Section 7. "Common Expenses" shall mean and include:

(a) All sums lawfully assessed by the Association against its members;

(b) Expenses of administration, maintenance, repair, or replacement of the Common Areas;

(c) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws; and

(d) Expenses agreed by the Members to be common expenses of the Association.

Section 8. "Declarant" shall mean and refer to WFLT PARTNERS and its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as the Declarant may impose.

Section 9. "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Protective Covenants and Conditions and all subsequent valid amendments thereto.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded map of a portion of the Properties with the exception of the Common Area and area designated as Open Space.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "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 13. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

Section 14. "Properties" shall mean and refer to that certain real property referred to as Woodlake, hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation by Members. Except as provided in § 2 of this Article, annexation of additional Property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any.

Section 2. Annexation by Declarant. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the boundaries of the following tract such additional lands may be annexed to said Properties without the assent of the Class A members:

Being all of the property shown on a Master Site Plan by Jerry Turner and Associates, Inc. dated April, 1986, entitled "Woodlake" and being bounded on the east by Barbee Road, on the north by Obie Drive, on the south by Woodcroft Parkway, and the west by Fayetteville Road and Woodcroft Parkway.

Section 3. Method of Annexation. Annexation of additional Properties shall be accomplished by recording in the Durham County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 2 above (and by the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully

setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except the City of Durham, if required by its ordinances.

Section 4. Conveyance of Common Area Upon Annexation.

Subsequent to recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common Area is developed, as set forth in Article V, Section 3 of this Declaration.

ARTICLE III

MEMBERSHIP

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

ARTICLE IV

VOTING RIGHTS

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

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

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

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development

of such additional lands by the Declarant, all as provided for in Article II, Section 2 above, or

(b) on December 31, 1997.

Section 2. Suspension of Voting Rights. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area, including the rights of ingress and egress, and such easement shall be appurtenant to and shall pass with the right to every Lot, subject to each of the following provisions:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common area and in aid thereof to mortgage the Common Area, or any portion thereof, provided the rights of such mortgagee in said Properties shall be subordinate to the rights of the owners hereunder.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the members of the Board of Directors.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area for utility, drainage, pedestrian walkway and cablevision easements.

(d) The right of the Association, to formulate publish and enforce rules and regulations as provided in Article IX.

(e) Actions contemplated under subparagraphs (a) and (b) above shall not be taken until the following two steps are met:

(1) Board members entitled to cast three-fourths (3/4) of all the votes of the Board of Directors have voted for such action at a meeting duly called for said purpose, notice of which was sent to every Board member not less than fifteen (15) nor more than thirty (30) days in advance of the meeting.

(2) Owners of Lots (or persons to whom the Owner has granted a proxy) owning two-thirds (2/3) of the Lots other than those owned by Declarant have approved the action in writing.

The instrument effecting such dedication, transfer, conveyance or mortgage shall be sufficient if executed by appropriate officers of the Association, and if it contains a recital of the above provisions, and that they have been complied with.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws or rules and regulations adopted by the Board of Directors, his right of enjoyment to the Common Area to the members of his family, tenants, or contract purchasers who reside on the Property, and to guests and invitees.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that, prior to the conveyance of the first Lot, it shall convey fee simple title to the Common Area to the Association, free and clear

of all encumbrances and liens, except utility and drainage easements and easements to governmental authorities. Similarly, the Declarant shall convey to the Association Common Areas which are a part of the Properties as those portions are annexed in the future until all Common Areas as shown on plans approved by the applicable governmental authority having jurisdiction have been conveyed to the Association.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant or Builder, for each Lot owned within the Property, hereby covenants, and every other owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges which are common expenses; and

(b) Special assessments for capital improvements. Notwithstanding any provision herein to the contrary the assessment for each Lot owned by Declarant or Builder shall be twenty-five percent (25%) of the assessment which is applicable for a Lot titled in, a name other than the Declarant or Builder, provided, however, that Declarant or Builder shall pay the full assessment on any Lot on which an occupied dwelling is located.

(c) Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall constitute a lien upon the Lot and improvements thereon when filed of record in the Office of the Clerk of Superior Court of Durham County. Each such assessment, together with such interest and costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments shall be paid jointly and severally by the owners of each Lot.

Section 2. Purposes of Assessments. The annual assessment shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of Woodlake; enforcing these covenants and the rules of the Association; improving and maintaining the Common Area lying within Woodlake, and paying all common expenses.

Section 3. Amount of Annual Assessment.

(a) Initial Assessment. To and including December 31, 1987, the initial annual assessment shall not be in excess of \$600.00 per Lot, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3.

(b) Increase by Association. From and after December 31, 1987, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the

Board of Directors, without a vote of the membership, to an amount which may not exceed the original assessment (or revised assessment determined pursuant to subparagraph (c) below) plus five percent (5%) of the previous year's assessment.

(c) Increase by Members. From and after December 31, 1987, the annual assessment may be increased by a percentage greater than permitted by subparagraph (b) above by an affirmative 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 such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The limitations herein set forth shall not apply to an increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. The Board of Directors is required to set the annual assessment high enough to enable the Association to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas. The fund shall be maintained out of annual assessments for common expenses as provided for in this article. In establishing the annual assessment for any assessment year, the Board of Directors shall set the annual assessment high enough to cover all current costs

and expenses of the Association, any accrued debts, and reserves for future needs.

(e) Decrease of Annual Assessment. The Board of Directors may decrease the annual assessment from time to time if in its opinion such decrease is prudent.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The amount of the proposed assessment need not be stated.

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

Section 6. Quorum for Any Action Authorized Under Sections 3(c) and 4. At the first meeting called, as provided in

Section 3(c) and 4 of this Article, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to the notice requirement set forth in sections 3(c) and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the next preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the next preceding meeting.

Section 7. Date of Commencement of Annual Assessments;

Fiscal Year; Due Dates. The annual assessments provided for herein shall commence as to any Lot made subject to this Declaration on the first day of the first month following the conveyance of the Common Area as provided in Article V; Section 3 of this Declaration. The first annual assessments shall be adjusted according to the number of months remaining in the fiscal year. The Association's fiscal year shall be determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. If the Board of Directors of the Association shall determine that it would be inequitable to require the payment of the full amount of annual assessment as might be the case if only a portion of the amenities are available for the use of Members the Board may waive

payment of any portion of the assessment. The due dates and appropriate penalties for late payment shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, assessments shall bear interest from the date of delinquency at the then current prime rate of interest published by Triangle Bank, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, and reasonable attorneys' fees of any such action 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.

Section 9. Subordination of Liens to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or any transfer of any Lot shall not affect the assessment liens; provided, however, that the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Two Months Assessments to be Collected at Closing. At the closing of each sale of a Lot, a sum shall be collected from the purchaser of such Lot equal to the total assessment for such Lot for the succeeding two months and such sum shall be contributed to the accounts of the Association to insure that the Association will have sufficient funds to meet unforeseen expenditures. This contribution shall not be considered an advance against assessments to become due or a refundable deposit.

Section 11. Management of Funds. All funds collected through assessments shall be managed by the Association subject to the provisions of this Declaration. Disbursement of funds collected from Lot Owners shall be as directed by the Board of Directors.

ARTICLE VII

MAINTENANCE OF PROPERTIES

Section 1. Maintenance of Common Areas.

Maintenance of Common Areas, and all amenities and structures located therein shall be supervised by the Association. The costs of maintenance of Common Areas and all amenities and structures located therein, and all private easements dedicated or granted to the Association and accepted by the Association for maintenance, regardless of whether they are designated or located within Common Areas, and any other utilities which the Association elects to maintain, shall be paid by the Association and shall be Common Expenses. Funds for such maintenance shall be supplied from the annual assessment.

Section 2. Maintenance of Lots. If in the opinion of the Board, an Owner fails to maintain his property in a neat and orderly condition or otherwise neglects his property and allows unsightly conditions to develop, the Board, after ten (10) days written notice to the Owner, may, but is not obligated to, take steps to remedy the problem. Such remedy may include, but shall not be limited to; the removal of debris or junked cars, the mowing of grass or cutting of brush and the painting or repair of structures located on the property. The Board may bill such Owner for all expenses incurred in correcting the problem. Every Owner by acceptance of a deed covenants to pay said bill. Upon failure to pay said bill, the Board may file a lien against said property and enforce said lien by action at law.

ARTICLE VIII

ARCHITECTURAL CONTROL AND INSPECTION

Except for initial improvements by Declarant, no construction, erection, or installation of any improvements, including, but not limited to, residences, outbuildings, fences, walls, screens (whether by plants or structures) and other structures, shall be undertaken upon the Properties unless the site plans, building plans and specifications therefor, showing the nature, kind, shape, color, height, materials and location of the proposed improvements shall have been submitted to the Declarant or its agent and expressly approved in writing. No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements

may be undertaken on any of the Properties without prior review and express written approval of the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

In general, no exterior alterations or additions to buildings or garages shall be considered for approval unless such alterations or additions are in harmony with existing structures, as to style, shape, color and size. The architectural plans for alterations and additions must be drawn and submitted in a form and content such that the extent, color, type, style, and size of the alteration or addition can be reasonably ascertained by the Board of Directors, or the Architectural Committee. However, this section shall not be construed to mean that the Architectural Committee or Board shall have to approve a proposed alteration or addition that meets the above criteria.

In general, the construction of fences, walls and other structures and the planting of screens will not be permitted if in the opinion of the Declarant, Board, or Architectural Committee, as applicable, such construction or planting constitutes an unreasonable obstruction of the view of another Owner.

In the event that the Declarant or the Association, as the case may be, fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications therefore have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and

specifications required to be submitted shall not be deemed to have been received by the Declarant or the Association if they contain erroneous data or fail to present adequate information upon which the Declarant or the Association, as the case may be, can arrive at a decision.

The Declarant and/or the Association (as applicable) shall have the right, at its election, but shall not be required, to enter upon any of the Properties during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

ARTICLE IX

RULES AND REGULATIONS

Section 1. Common Area. The Board of Directors of the Association shall have the power to formulate, amend, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolution which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 2. Rules and Regulations for Parking of Vehicles. The Board of Directors of the Association shall have the power to formulate, publish, amend and enforce reasonable rules and

regulations concerning the parking of any type of vehicle on the Properties, including Common Areas. Said rules may provide, without limitation, the following:

(a) A definition of a "recreational vehicle" and regulations covering the parking of recreational vehicles on private or public streets.

(b) That campers, motorscooters, motorcycles, motorbikes, planes, boats, trailers, trucks and commercial vehicles of any kind that the Board designates cannot be parked on a public or private street, in any Common Area or on any Lot, except in areas designated for that purpose, if any.

(c) Limitations on the period of time and extent to which a motor vehicle may be repaired on the premises, and that all motor vehicles parked on public or private streets or in Common Areas are to have currently valid license plates issued by a state in the United States and insurance coverage which satisfies North Carolina Department of Transportation requirements for insurance coverage of motor vehicles licensed in the State of North Carolina.

ARTICLE X

USE RESTRICTIONS

Section 1. Lot Size. A Lot shall have a width at the minimum building set back line and an area that meet the minimum requirements of the Durham City Code. Adjustments may be made in the line between two Lots so long as the area of any Lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed. Upon any recombination

of Lots, the setbacks and side line clearances from new Lot lines shall be applicable and sets backs from former Lot lines shall no longer be required. No recombination of Lots shall increase the number of Lots above the number existing before recombination, except as hereinafter set forth.

Section 2. Land Use. No Lot shall be used except for residential purposes; provided, however, that nothing herein shall prevent the conversion of portions of Lots to public or private streets. "Single-family dwellings" shall include condominium and townhouse units and shall be considered Lots as defined in the Declaration. No building shall be erected, altered, placed, or permitted on any Lot other than single-family dwellings not to exceed three (3) stories in height, a private garage for not more than two cars, and outbuildings incidental to residential use. Provided however, that Declarant reserves the right to use any dwellings located on any lots as offices and/or models which may be shown to prospective purchasers of units.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant and the Association over the rear ten (10) feet of each Lot. In the event that the owner of any Lot shall acquire land adjacent to and in the rear of such Lot, such Lot owner may relocate the easement herein established over the rear line to conform to the increase in the size of his Lot, provided that alteration in drainage does not thereby adversely affect the drainage of any other Lot or interfere with the rights of the

Owners of other Properties within this subdivision to services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

Section 4. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 6. Utility Yard. Garbage cans shall be screened and not visible from the street or from any adjacent Lot.

Section 7. Mail Box Posts. All mail box support posts shall be of material and design as initially approved by Declarant or by an architectural committee.

Section 8. Signs. No sign of any kind, except an owner and street number identification, shall be displayed to the public's view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period unless prior approval of the Declarant or Architectural Committee has been obtained. The Declarant reserves the right to erect street signage and other identifying signs on the Common Area.

Section 9. Driveways. All driveways shall be concrete unless a different material has been approved by the Declarant or the Architectural Committee.

Section 10. Prohibition of Television Antennae, Satellite Discs and Clotheslines. Television antennae, satellite discs, and outdoor clotheslines are prohibited on the Properties unless approved in writing by the Architectural Committee of the Association.

Section 11. Noxious or Annoying Use of Lots. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any action or use of a Lot which could reasonably cause embarrassment, discomfort, or annoyance to the other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

ARTICLE XI

RIGHTS OF FIRST MORTGAGEES AND INSURERS OF FIRST MORTGAGES

Any institutional holder of a mortgage on a Lot will, upon request in writing to the Association, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings (c) receive written notice of any condemnation or

casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage, (d) receive written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage, (e) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (f) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (g) be furnished with a copy of any insurance policy owned by the Association, and (h) be furnished with at least one copy of the Association's annual financial statement within ninety (90) days after the end of the Association's fiscal year. The Association may require the payment of expenses incurred in preparing copies and mailing of documents furnished to mortgage holders pursuant to this Article.

ARTICLE XII

PAYMENT OF TAXES AND ASSESSMENTS ON COMMON AREA

The Board of Directors of the Association shall provide for the payment of any taxes or assessments, levied on the Common Area by the City of Durham, the County of Durham, or other governmental authority. Said payments shall be paid by the Association as Common Expenses from the annual assessment.

ARTICLE XIII

EASEMENTS

Section 1. Walks, Drives, Parking Areas and Utilities.

All of the Property, including Lots and Common area, shall be

subject to such easements for driveways, walkways, parking areas, water lines, irrigation systems, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, cable television, and other public utilities as shall be established prior to subjecting the Property to this Declaration by the Declarant, and the Association shall have the power and authority to grant and to establish in, over, upon, and across the Common Area conveyed to it such further easements for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

Section 2. Association's Acceptance of Private Utilities. The Association shall accept (and directs its officers to accept on its behalf) for maintenance any private streets, water lines, sewer lines, and storm drainage improvements which are located within easements or on property granted or dedicated to the Association, provided the following requirements have been met: (i) a written certification has been received from a licensed engineer certifying that the improvements have been constructed in conformity to plans approved by the City of Durham, and that the improvements are in compliance with all applicable laws, rules, regulations and ordinances; and (ii) the Association has received a written one-year warranty from the general contractor for such improvements. Upon acceptance of such improvements, the

Association shall issue a letter to the general contractor signed by the President of the Association stating that the Association has accepted such improvements for maintenance subject to the one year warranty. The Association's officers shall have the authority, but not the obligation, to accept for maintenance any of the private streets or utility improvements which benefit all or part of the Property.

ARTICLE XIV

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, and liens now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Insurance. In the event the Association becomes the owner of any buildings, or other improvements, or personal property, located within the Common Area, the Board of Directors shall obtain hazard insurance (if available) in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors with the assistance of the insurance company providing such coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with

respect to buildings and properties similar in construction, location and use.

The Board of Directors shall also procure and maintain public liability and property damage insurance insuring each member of the Board of Directors, the manager, if any, and the Association against any liability to the public or to homeowners (and their invitees, agents, and employees) arising out of or incident to the ownership and/or use of the Common Area and facilities, or such other areas for which the Association is responsible. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of each named insured under the policy shall not be prejudiced with respect to his action against another named insured. The amount of such public liability insurance shall be determined by the Board of Directors, but in no event shall it be less than \$1 million per occurrence with regard to the Association and each individual director.

There shall also be obtained such other insurance coverage as the Board of Directors shall determine from time to time to be desirable and necessary. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors as a common expense of the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. FHA/VA Approval. Notwithstanding any provisions in this Declaration to the contrary, as long as there is a Class B membership, and if Declarant desires to qualify sections of Woodlake for Federal Housing Administration or Veterans Administration approval (but not otherwise), the following actions will require the prior approval of Federal Housing Administration or the Veterans Administration: annexation of additional properties, amendment of this Declaration, merger, and consolidation, and dissolution.

Section 5. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for an unlimited number of successive periods of ten (10) years each.

Section 6. Amendment. This Declaration may be amended by an affirmative vote of the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots that have been made subject to this Declaration at a duly called meeting of the Owners.

Section 7. Certification of Amendment. If any amendment to this Declaration is adopted by a vote of the Owners required above, such amendment shall be delivered to the Board of Directors. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment was adopted by a vote of the Owners of the required number of Lots. For this purpose, the Board may rely on its roster of Members and

shall not be required to cause any title to any Lot to be examined; and

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the president or vice president of the Association in the same manner that deeds are executed.

The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS FOR WOODLAKE

By authority of its Board of Directors, Woodlake Homeowners Association, Inc., hereby certifies that the foregoing amendment has been duly adopted by an affirmative vote of the Owners of sixty-six and two-thirds percent (66-2/3%) of the Owners of Lots in Woodlake and is, therefore, a valid amendment to the existing Declaration of Protective Covenants for Woodlake.

ATTEST: WOODLAKE HOMEOWNERS ASSOCIATION, INC.

Secretary
(Corporate Seal)

BY: _____
President

(c) Within the thirty (30) day period aforesaid, cause the amendment to be recorded in Durham County Registry.

All amendments shall be effective from the date of recordation in the Durham County Registry, provided, however, that no such amendment shall be valid until it has been indexed in the

name of the Woodlake Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Woodlake.

Notwithstanding the foregoing, an amendment which requires the approval of the City Attorney of Durham shall not be effective until approved by said attorney.

Section 8. Prohibition Against Association Entering Into Long Term Contract While Declarant in Control of Board of Directors. Until such time as the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or December 31, 1997, whichever occurs first, the Association is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after the occurrence of one of the above events, upon not more than 90 days notice to the other party.

Section 9. Dedication of Common Area Upon Conveyance by the Association or Dissolution of the Association. If all or any portion of the Common Area is being conveyed by the Association, or if the Association is being dissolved pursuant to Article XI of the Articles of Incorporation of the Association, and if required by the applicable ordinances of the City of Durham, a dedication of

the then existing Common Area for public use and for purposes similar to those to which they would be required to be devoted by the Association, shall be offered to the appropriate local governmental unit and the areas thus dedicated shall be conveyed to the local government unit. In the event that the local governmental unit refuses to accept such dedication and conveyance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Association, trust or other organization, or any other entity or person approved by the City of Durham to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Declaration under seal, and if corporate, have caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal to be affixed hereto by authority of its Board of Directors.

DECLARANT:

WELT PARTNERS, a general partnership (SEAL)

By: NOVA DEVELOPMENT GROUP, INC. ^{PS}
Partner _{LD}

By: James C. Branch
James C. Branch, President

By: WILLIAM FISHER COMPANY, Partner

By: Clark Smith
Clark Smith, President

(CORPORATE SEAL)
ATTEST:
[Signature]
Secretary

(CORPORATE SEAL)
ATTEST:
[Signature]
Secretary

mab/leb/050893A\bc#4

NORTH CAROLINA

WAKE COUNTY

BOOK 1932 PAGE 84

I, the undersigned, a Notary Public, do hereby certify that Lloyd O. Goode Jr. who by me being duly sworn, personally appeared before me this day and acknowledged that he is the Secretary of Nova Development Group, Inc., a North Carolina corporation, which is a General Partner of WFLT Partners, a North Carolina general partnership, 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 ~~he~~ himself as its _____ Secretary on behalf of the Partnership.

WITNESS my hand and notarial seal, this the 16 day of November, 1993.

Stephen M. Horne
Notary Public



My Commission Expires:

11-19-96

(NOTARIAL STAMP OR SEAL)

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public, do hereby certify that DIANE B. Smith who by me being duly sworn, personally appeared before me this day and acknowledged that she is Corporate Secretary of William Fisher Company, a North Carolina corporation, which is a General Partner of WFLT Partners, a North Carolina general partnership, 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 Corporate Secretary on behalf of the Partnership.

2
5
2
4

WITNESS my hand and notarial seal, this the 17 day of November, 1993.

Cynthia M. Hesser
Notary Public



(NOTARIAL STAMP OR SEAL)

SIGNATURE PAGE
HOMEOWNERS

<u>LOT #S AND/OR ADDRESSES</u>	<u>SIGNATURES</u>
8 Dunmore Ct	Alexander V. (Seal)
14 Cedar Hill Dr	Janice Seldin (Seal)
18 Cedar Hill Dr	Richard J. Johnson (Seal)
1 Fall Circle	Ruby A. Thompson (Seal)
3 FALL Circle	James J. Smith (Seal)
5808 TAHOE DRIVE	William L. Miller (Seal)
16 Boxwood Dr.	Dorothy Madanly (Seal)
16 CEDAR Hill Dr.	Bernice Cole (Seal)
21 Cedar Hill Dr.	Joseph J. Johnson (Seal)
16 Boxwood Dr.	Janet D. Flowers (Seal)
7 Bridgeport Dr.	Kim S. Fisher (Seal)
102 Lakeshore Dr.	Zinda Hollowell (Seal)
2 Fall Cir	Janet Miller (Seal)
205 Lake Shore Dr	Robert K. Hollowell (Seal)
212 Lakeshore Dr	Ana Jefferson (Seal)
4 Cedar Hill Dr	Geraldine B. Giszowski (Seal)
6 Placid Ct	Paul Bishop (Seal)
20 Cedar Hill Dr.	Monica Bailey (Seal)
26 Cedar Hill Dr.	Mark Sheffield (Seal)
108 Lakeshore Dr.	Soni Elshway (Seal)
4 HANSKA CT.	Judith L. Moore (Seal)
5811 Tahoe Dr	Kathryn M. Cleaver (Seal)
8 CEDAR HILL DR	D. J. C. (Seal)
7 Placid Ct	James A. Hamer (Seal)

SIGNATURE PAGE
HOMEOWNERS

LOT #S AND/OR ADDRESSES

SIGNATURES

6 GENEVA COURT
 11 Boxwood Dr
 104 Lakeshore
 106 Lakeshore
 118 Lakeshore
 5903 Tahoe
 5809 Tahoe
 6 FALL Circle
 4 Bridgeport PR
 5 Geneva Ct
 116 Lakeshore Drive
 15 Shasta Ct
 15 Boxwood Dr.
 7 Geneva Ct.
 18 Boxwood Dr.

K. Murali Krishna Rao (Seal)
 Paul J. Swamen (Seal)
 A. Kurty (Seal)
 A. Kurty (Seal)
 Robert C. Mason (Seal)
 Katherine A. Lindaker (Seal)
 June Hammett (Seal)
 Donald S. Maynard (Seal)
 John R. Ruppel (Seal)
 Judy Gentry-Hawlin (Seal)
 Michael D. Jungberg (Seal)
 Janet Heath (Seal)
 Leslie F. Nelsen (Seal)
 Carolyn S. Hall (Seal)
 Tony B. [unclear] (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

ACKNOWLEDGMENT PAGE

NORTH CAROLINA

DURHAM COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that the following persons personally appeared before me this day and acknowledged the due execution of the foregoing instrument: (PRINT NAMES)

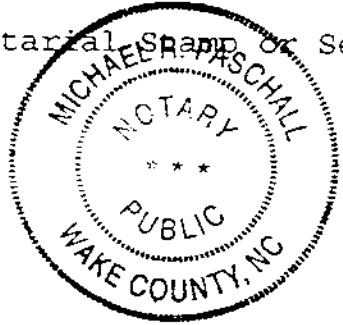
<u>Eline D. Weintraub</u>	<u>Carol Bishop</u>
<u>Jan C. Seldin</u>	<u>Marisa Bailey</u>
<u>Richard J. Hauser</u>	<u>Mark Sheffield</u>
<u>Ricky A. Thompson</u>	<u>Terri Flashway</u>
<u>Kenneth L. Thurgit</u>	<u>Judith L. Moore</u>
<u>William L. Wicker</u>	<u>Kathryn A. Cleaver</u>
<u>Donna L. MacCarthy</u>	<u>David C. Carson</u>
<u>Bryan C. Cree</u>	<u>James A. Heaney</u>
<u>Joseph J. Jakubowski</u>	<u>K. Murali Rao</u>
<u>Janet L. Flowers</u>	<u>Paul S. Silverman</u>
<u>Eric S. Thier</u>	<u>Spencer Kurtz</u>
<u>Linda Hollowell</u>	<u>Robert C. Mason</u>
<u>Jane M. Ilen</u>	<u>Katherine A. Lindenberg</u>
<u>Robert K. Holloway</u>	<u>Jane Hamilton</u>
<u>Anna Lefkowitz</u>	<u>Donald G. Mayette</u>
<u>Jeraldine B. Greenwald</u>	<u>Julian Reynolds</u>

WITNESS my hand and notarial seal this the 18th day of May, 1993.

My Commission Expires: My Commission Expires 5-13-98

Michael Raschall
Notary Public

(Notarial Stamp or Seal)



ACKNOWLEDGMENT PAGE

NORTH CAROLINA

DURHAM COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that the following persons personally appeared before me this day and acknowledged the due execution of the foregoing instrument: (PRINT NAMES)

Judy Gentry Hewlin

Michael A. Yungeberg

Janet Heath

Leslie F. Nelson

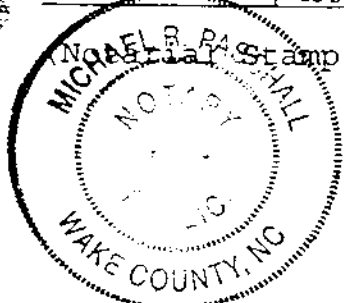
Carolyn S. Hallett

Tony Barringer

WITNESS my hand and notarial seal this the 18th day of May, 1993.

[Signature]
Notary Public

My Commission Expires:
My Commission Expires 5-13-98



(Notarial Stamp or Seal)

WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

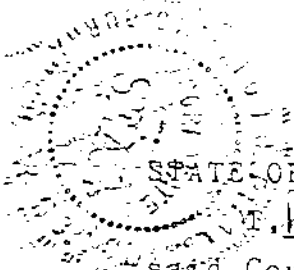
(CORPORATE SEAL)

By: CIMARRON CAPITAL, INC.
Corporation

ATTEST:

April Watkins
Asst Secretary

By: [Signature]
President



STATE OF NORTH CAROLINA, COUNTY OF Durham

I, Penny G. Paskoff, a Notary Public in and for the
said County and State, do hereby certify that April Watkins,
Asst. secretary for Cimarron Capital, Inc, a corporation,
personally appeared before me this day and acknowledged the due
execution of this foregoing instrument.

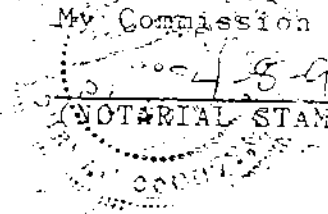
WITNESS my hand and notarial seal, this 23 day of July,
1993.

Penny G. Paskoff
Notary Public

My Commission Expires:

4-8-96

(NOTARIAL STAMP OR SEAL)



WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

CORPORATE SEAL)

By: CREECH CONSTRUCTION COMPANY
Corporation

ATTEST: Earla J Creech
Secretary

By: [Signature]
, President

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Diane M Ryan, a Notary Public in and for the
said County and State, do hereby certify that Earla J Creech,
secretary for Creech Construction Co, a corporation, ---
personally appeared before me this day and acknowledged the due
execution of this foregoing instrument.

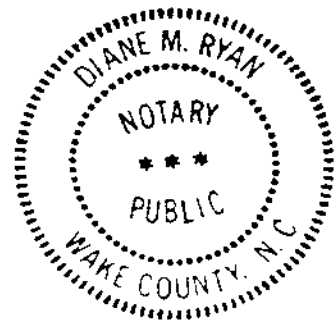
WITNESS my hand and notarial seal, this 29 day of July,
19 93.

Diane M Ryan
Notary Public

My Commission Expires:

My Commission Expires 2-5-94

(NOTARIAL STAMP OR SEAL)



WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

(CORPORATE SEAL)

By: TRI-STATE HOMES, INC.
Corporation

ATTEST:

David G. Hahn
~~ASST~~ Secretary

By: [Signature]
President

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Kathy P. Bungarner, a Notary Public in and for the
said County and State, do hereby certify that DAVID G. HAHN,
~~ASST~~ secretary for TRI-STATE HOMES, INC.; a corporation,
personally appeared before me this day and acknowledged the due
execution of this foregoing instrument.

WITNESS my hand and notarial seal, this 27th day of July,
19 93.

Kathy P. Bungarner
Notary Public

My Commission Expires:

August 14 1993
(NOTARIAL STAMP OR SEAL)

WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

(CORPORATE SEAL)

By: ALEXANDER-SCOTT HOMES, INC.
Corporation

ATTEST:

Marty Waugh
Secretary

By: [Signature]
President

STATE OF NORTH CAROLINA, COUNTY OF Durham

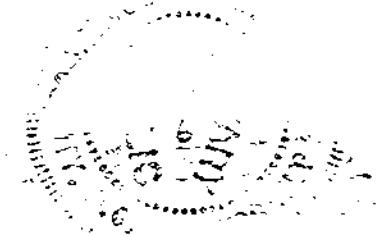
I, D. Michelle Jackson, a Notary Public in and for the ~~said~~ ^{Orange} County and State, do hereby certify that Marty Waugh, secretary for Alexander Scott Homes, a corporation, personally appeared before me this day and acknowledged the due execution of this foregoing instrument.

WITNESS my hand and notarial seal, this 8th day of October, 1993.

D. Michelle Jackson
Notary Public

My Commission Expires:

September 16, 1997
(NOTARIAL STAMP OR SEAL)



WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

(CORPORATE SEAL)

By: M & T Homes, Inc.
Corporation

ATTEST:

Greg L. Hinshaw
Secretary

By: [Signature]
President

STATE OF NORTH CAROLINA, COUNTY OF Wake

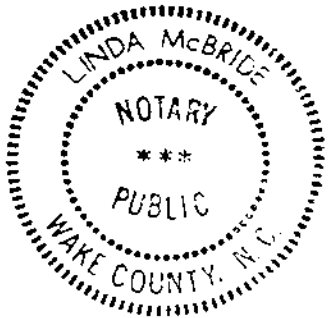
I, Linda McBride, a Notary Public in and for the
said County and State, do hereby certify that Greg L. Hinshaw,
secretary for M&T Homes, Inc., a corporation,
personally appeared before me this day and acknowledged the due
execution of this foregoing instrument.

WITNESS my hand and notarial seal, this 15 day of October,
1993

Linda McBride
Notary Public

My Commission Expires: My Commission Expires 8-1-98

(NOTARIAL STAMP OR SEAL)



BOOK 1932 PAGE 94
WOODLAKE HOMEOWNERS
CORPORATE SIGNATURE PAGE

(CORPORATE SEAL)

By: C. Richard Dobson Builders Corporation

ATTEST:

[Signature]
Secretary

By: [Signature]
President

STATE OF NORTH CAROLINA, COUNTY OF Newport News

I, Raquel R. Lingg-Hall, a Notary Public in and for the said County and State, do hereby certify that H. Guy Sagna, Jr., secretary for C. Richard Dobson Builders, Inc., a corporation, personally appeared before me this day and acknowledged the due execution of this foregoing instrument.

WITNESS my hand and notarial seal, this 24th day of October, 1953.

Raquel R. Lingg-Hall
Notary Public

My Commission Expires: 11-30-73

(NOTARIAL STAMP OR SEAL)

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

By authority of its Board of Directors, Woodlake Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the Owners of sixty-six and two-thirds percent (66-2/3%) of the Lots of Woodlake and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Woodlake.

WOODLAKE HOMEOWNERS ASSOCIATION,
INC.

BY: James C. Branch, President

(CORPORATE SEAL)

ATTEST:

[Signature], Secretary

NORTH CAROLINA

DURHAM COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that LLOYD O. GOODE JR. personally appeared before me this day and acknowledged that he is ~~Corporate~~ Secretary of WOODLAKE HOMEOWNERS ASSOCIATION, INC., a corporation, and that by authority duly given 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 him self as its _____ Secretary.

WITNESS my hand and notarial seal this the 18th day of August, 1993.

My Commission Expires:

11-19-96

mab\ieb\050893A\bc#4
12595.002

Cynthia M. Norris
Notary Public
CYNTHIA M. NORRIS

State of North Carolina-Durham County
The foregoing certificate(s) of Cynthia M. Norris

Michael R. Paschall, Penney J. Paschall
A Notary (Notaries) Public for the Designated Government units is (are) certified to be correct. Lisa M. Michelle

This the 22 day of Dec, D. 1993

Ruth C. Garrett
Register of Deeds

By: [Signature]
Assistant, Deputy
Register of Deeds