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NORTH CAROLINA
DURHAM COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEEDS
FOR PINEYWOOD TOWNES AT WOODLAKE
AND ANNEXATION INTO WOODLAKE SUBDIVISION
WILLIE L. COVINGTON
REGISTRAR OF DEEDS
DURHAM COUNTY, N.C.

THIS DECLARATION, made on the date hereinafter set forth by
WFLT PARTNERS, a general partnership organized under the laws of
North Carolina, hereinafter referred to as "DECLARANT";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain properties in the
City of Durham, County of Durham, State of North Carolina, which
is more particularly described on Exhibit "A" attached hereto and
hereby incorporated by reference.

NOW, THEREFORE, Declarant hereby declares that all of the
properties describe above shall be held, sold and conveyed sub-
ject to the following easements, restrictions, covenants and con-
ditions, 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, suc-
cessors and assigns. These easements, restrictions, covenants
and conditions shall inure to the benefit of each owner of a
townhome within the properties and may be enforced by each such
owner.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Pineywood Townes Homeowners Association, Inc., a North Carolina not for profit corporation, 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 or unit 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 tract hereinbefore described as Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" 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 tract on the North side of Woodlake Drive, Durham Township, Durham County, North Carolina, entitled "Final Plat of Pineywood Townes at Woodlake", according to plat by Kenneth Close, Inc., R.L.S., dated 11-13-97, and recorded in Plat Book 140, Page 85, Durham County Registry, excepting and excluding all of Blocks A, B, C, D, E, F, G, H, I, J, and K as shown on said plat, and containing a net of 2.283 acres.

Said Common Areas shall be subject to easements for drainage and utilities and to easements and dedicated rights-of-way for ingress and egress, and specifically to sewer and drainage ease-

ments all shown on said plat. Said common areas shall also be held for the use and enjoyment of all owners in the Woodlake Subdivision.

Additional lands may be added to the Common Areas by amendment of this Declaration, or by dedication on a recorded plat.

Management and upkeep of the Common Area shall be agreed upon by and between the Association and the Woodlake Homeowners Association.

Section 5. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Each lot shall be laid out to contain one individual dwelling unit. All lots shall be used exclusively for residential purposes.

Section 6. "Block" shall mean the plots of land within said development which are designed for a separate building. Each Block will contain several lots, each of which in turn will contain a single dwelling unit.

Section 7. "Declarant" shall mean and refer to WFLT Partners and also to its successors or assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

MEMBERSHIP IN WOODLAKE HOMEOWNERS ASSOCIATION, INC.

Section 1. The Declarant and its predecessor have heretofore brought various other tracts under the Declaration of Protective Covenants applicable to the Woodlake Subdivision by filing annexations in the Durham County Registry. The Declaration for the Woodlake Subdivision was originally recorded in Book 1354, Page 369, Durham County Registry, and has been amended by Declarations filed in Book 1425, Page 734, in Book 1476, Page 404, and in Book 1761, Page 344, of said Registry.

Section 2. The Declarant does hereby annex all of the Pineywood Townes Properties described in Exhibit "A" to the Woodlake Subdivision covenants and restrictions, as amended and recorded in Book 1354, Page 369; Book 1425, Page 734; Book 1476, Page 404; and Book 1761, Page 344, of the Durham County Registry. The owners of all lots in the recorded plats of Pineywood Townes are hereby made members of the Woodlake Homeowners Association, Inc., and shall enjoy all privileges and amenities associated with such membership, including use of the Woodlake clubhouse lake, walking trails, the use of the private streets, and the use of all other amenities now and in the future enjoyed by Woodlake members. Likewise, all owners of lots in the Pineywood Townes shall be subject to assessments levied by the Woodlake Homeowners Association, Inc.

Section 3. The owners of lots in Pineywood Townes shall also be members of the Pineywood Townes Homeowners Association, Inc. and shall be subject to regular and special assessments levied by said association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreation facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to establish reasonable fines for infractions of its published rules and regulations.

(d) 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 by the members. No such dedication or transfer shall be effective unless an instrument

signed by the owners of two-thirds (2/3) of the lots held by Class A members and by the owners of two-thirds (2/3) of the lots held by Class B members shall be recorded in the Durham County Registry. No transfer of such areas shall become effective until the Association shall have given notice to the Planning Department of the City of Durham, if the Department had originally required the dedication of such area.

(e) the right of the Association to limit the number of guests of members;

(f) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of such mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder;

(g) the right of the individual members to the exclusive use of parking spaces in the common areas, as may be provided by regulations to be adopted by the Association.

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

Section 3. Title to the Common Areas. The Declarant hereby covenants for itself, its successors or assigns, that prior to the conveyance of the first lot it will convey fee simple title

to the Common Areas to the Association, free and clear of all encumbrances and liens, except utility easements, other dedicated easements, and previously recorded covenants and restrictions.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the exclusive use of the private garage and the automobile pad provided on such lot. The Association by regulations may provide for the use of additional parking spaces in the common areas by the owners. The Association may regulate or prohibit the parking of motorcycles, campers, boats, trailers and other such items on the Common Areas. In addition, the Woodlake Homeowners Association, Inc. may adopt parking regulations that are applicable to all lots in the Woodlake Subdivision. No owner, family member of an owner, tenant or invitee shall park any camper, boat or trailer within the right of way of any street, public or private, in or adjacent to The Pineywood Townes.

Section 5. TV Antennas and Pipe-In Music. The Association may provide a cable television line or one or more central television antennas for the convenience of the members and may supply piped-in music. The cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas and television satellite reception dishes on individual lots.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot 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 with the exception of the Declarant and 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 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. No fractional voting shall be permitted.

Class B. The Class B member(s) 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 Class A membership equal the total votes outstanding in Class B membership.

(b) on January 1, 2005.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on 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 became due. The personal obligation of an owner for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively in payment for the exterior maintenance of the residences situated upon the Properties, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision; for the maintenance of

common areas, private streets, and the costs of any public improvements assessed against the Common Area; for the maintenance and operation of all water and sewer lines in the private streets and Common Areas that connect with lines that serve the owners; for the procurement and maintenance of insurance in accordance with the By-laws; for management of the Association; and the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Ninety-Two and No/100 Dollars (\$792.00) per Lot, or Sixty-Six and No/100 Dollars (\$66.00) per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year by not more than ten (10%) percent of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent by a vote 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. The limitations hereof shall

not apply to any change in the maximum or in the basis of the assessments undertaken as a incident to a merger or consolidation under its Articles of Incorporation.

(c) The Board of Directors shall set the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the private streets or to the Common Area, including water and sewer lines, fixtures and personal property related to the Common Area, 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.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3(b) and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) 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 the votes of each class of membership, tallied separately, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the re-

quired 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. Uniform Rate of Assessment. Except as provided in Section 7 below, annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. No lot shall be subject to assessments until the first day of the month following the issuance of a building permit by the City of Durham for such lot. Assessments for such lots shall be 25% of the regular assessments so long as they are owned by the Declarant, or any other person or entity who acquires an unimproved lot and obtains a building permit for such lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the issuance of a building permit as provided in Section 6 above. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, 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. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Payment upon Transfer of Lots by Declarant.

Upon the sale and conveyance of a lot by Declarant, the purchaser shall make a payment to the Association of an amount equivalent to the succeeding month's assessment. This payment shall not be considered as an advance on the annual assessment on said lot.

Upon the sale and conveyance of a lot by the Declarant, the Declarant shall make a single payment of an amount equivalent to the succeeding month's assessment to the Association, which amount shall not be a credit upon the regular assessment. Any unit occupied by the Declarant or by an owner who has obtained one or more building permits for townhouses as a temporary office or as a sales office shall be subject to regular annual assessments.

Section 9. 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 eighteen percent (18%) per annum. The Association may bring an action at law against any Owner personally obligated to pay the same, and also may foreclose the lien against the lot of such delinquent owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to the lien of ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage or tax foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve a Lot or an Owner from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All common areas, all properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or nonprofit organization and exempted from ad valorem taxes by the laws of North Carolina are likewise exempt from assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

MAINTENANCE OF PRIVATE STREETS AND DRIVEWAYS

Section 1. The Woodlake Homeowners Association shall be responsible for the maintenance of all private streets and driveways shown on recorded plats of the properties.

Section 2. The City of Durham shall not be responsible for failing to provide any emergency or regular fire, police, or other public service to the properties or the occupants when such

failure is due to inadequate design or construction, to blocking of access routes, or to any other cause within the control of the Declarant, the Association, or the occupants.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and 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 party wall may restore it, provided such restoration conforms to the Building Code of the City of Durham. 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. The owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

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

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

Section 7. Certification of Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article VII, request of the adjoining property

owner or property owners a certificate that no right of contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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 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.

Section 2. Upon approval of the Board or the committee, or upon failure of the Board or the committee to approve or disapprove such design and location within 30 days, application shall be made to the Woodlake Homeowners Association, Inc. as provided in the Declarations of Protective Covenants for Woodlake.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: exterior paint, repair, replacement; and care for roofs, gutters, downspouts, outside utility lines, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or by the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens, awnings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintenance of such addition is affirmatively assumed by the Association), or the repair or reconstruction of improvements on any lot, the cost of which would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect. Further, the owner of any Lot may at his election plant trees, shrubs, flowers and

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

Section 2. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, his tenants, or guests, or invitees, or contractors engaged by the Owner, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 3. The Association shall assume responsibility for the maintenance and repair of all water and sewer lines that serve more than one owner in the subdivision, from the point where such lines enter the common area or the private streets or driveways within the subdivision to the individual meters for water lines, and to the point where the sewer lines separate into individual service lines for the owners. Each individual owner shall be solely responsible for the maintenance and upkeep of his individual water and sewer service lines and meters.

ARTICLE X

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Lot, the parking areas, and the Common Areas, and to establish reasonable fines and penalties for the violation thereof.

Section 2. Use of Properties. No portion of the Properties (except for a temporary office of the Declarant and/or model townhouses used by Declarant) shall be used other than for residential purposes and for purposes incidental or accessory thereto.

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

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 or cats, may be kept by Owners if such pets are kept indoors and do not become a nuisance. No animals may be kept for commercial purposes. The Association shall have authority to define the conditions that create a nuisance.

Section 5. Dwelling Specifications. No dwelling shall be constructed or permitted to remain on any lot having an area of the main structure, exclusive of open porches and decks, of less than 1,200 square feet for a one-story dwelling nor less than 1,400 square feet for a dwelling of more than one-story.

Section 6. Owners shall keep garage doors closed when not in use. Garages cannot be converted into additional living space, nor used for storage to the extent that automobiles cannot be parked therein.

Section 7. Garbage containers shall be kept in screened spaces or within garages.

ARTICLE XI

EASEMENTS

(1) An easement is hereby established over the common areas and facilities for the benefit of applicable governmental agencies, public utility companies, public service agencies, and the Association as necessary 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.

(2) All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant

or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

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

(4) The owner of each lot shall have a perpetual access easement over the 5-feet of any adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his townhouse. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the owner shall restore the adjoining lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

ARTICLE XI

ANNEXATIONS

The Declarant reserves the right to include within this Declaration by the recording of an appropriate amendment thereto all of the adjoining land and units shown on the Master Plan of the Pineywood Townes Development filed with the City of Durham Planning Department. The owners of all lots on any subsequent phase

of the Pineywood Townes shall have full rights to the use and enjoyment of the Common areas of all phases. Such amendment shall be effective without the approval of the membership, or of any other person or entity, as required by Article XII, Section 3, or other amendments to this Declaration.

ARTICLE XII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the lot owners, and thereafter by an instrument signed by not less than sixty

(60%) percent of the lot owners. No amendment that would change or annul any provision required by the City of Durham shall become effective without having been submitted to the Planning Department of the City of Durham and approved by said department. If said Department fails to act thereon within thirty (30) days, then such amendment shall become effective at the expiration of such time. Any amendment must further be recorded in the Office of the Register of Deeds of Durham County.

Section 4. FHA/VA Approval. As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its General Partners, all on this 9th day of April, 1998.

WFLT PARTNERS

By: NOVA DEVELOPMENT GROUP, INC.,
Partner

By: James C. Beaulieu
President

[Signature]
Secretary





By: WILLIAM FISHER COMPANY, Partner

By: Clare Smith President

Shane B. Armitage
Secretary

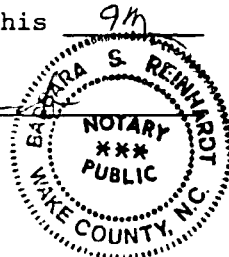
NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Lloyd O. Goode, Jr., personally came before me this day and acknowledged that he is Secretary of NOVA DEVELOPMENT GROUP, INC., a North Carolina corporation, General Partner in WFLT PARTNERS, 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 him as its Secretary.

Witness my hand and official stamp or seal, this 9th day of April, 1998.

My Commission Expires: 9-29-98

Barbara S. Reinhardt
Notary Public



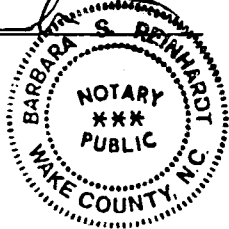
NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Diane B. Smith, personally came before me this day and acknowledged that she is Secretary of WILLIAM FISHER COMPANY, a North Carolina corporation, Partner of WFLT PARTNERS, 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 her as its Secretary.

Witness my hand and official stamp or seal, this 9th day of April, 1998.

My Commission Expires: 9-29-98

Barbara S. Reinhardt
Notary Public



State of North Carolina - Durham County

The foregoing certificate (s) of Barbara S Reinhardt

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

This 17th day of April, 1998.

WILLIE L. COVINGTON
Register of Deeds

By: Carol Jenkins
~~Assistant~~ Deputy Register of Deeds

EXHIBIT "A"

p. 279

That tract of land on the east side of Woodlake Drive, Durham Township, Durham County, North Carolina entitled "Final Plat of Pineywood Townes at Woodlake", containing 4.167 acres, according to a plat by Kenneth Close, Inc., R.L.S., dated 11-13-97, and recorded in Plat Book 140, Page 85, Durham County Registry.