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NORTH CAROLINA

COUNTY OF NASH

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF WINDCHASE SUBDIVISION

THIS DECLARATION, made and entered into this the 16<sup>th</sup> day of June, 1989, by BRIDGEVIEW PROPERTIES, INC., a North Carolina Corporation with its principal office located in Rocky Mount, North Carolina (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of all of that tract of real property located in Coopers Township, Nash County, North Carolina, and being more particularly shown and described on these certain maps or plats entitled "Windchase Final Plat Part One", recorded in Map Book 18, Page 126, Nash County Registry and "Windchase Final Plat Part Two", recorded in Map Book 18, Page 127, Nash County Registry, said plats being incorporated herein by reference; and

WHEREAS, Developer desires to create thereon an exclusive residential community to be named "Windchase Subdivision" through the granting of specific rights, privileges, and easements of enjoyment which may be shared and enjoyed by all residents of Windchase Subdivision; and

WHEREAS, Developer intends to develop a private, exclusive and harmonious subdivision and Developer desires to insure the attractiveness of the individual Lots within Windchase and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values of the said property and to provide for the maintenance of the Community Facilities; and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection, and enhancement of the values in Windchase Subdivision to insure the residents' enjoyment of the specific rights, privileges, and easements in the Community Facilities, to create an organization to which should be delegated and assigned the powers of maintaining, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Developer hereby declares that all numbered Lots shown on the aforesaid plat entitled "Windchase Final Plat Part One", recorded in Map Book 18, Page 126, Nash County Registry and "Windchase Final Plat Part Two", recorded in Map Book 18, Page 127, Nash County Registry, North Carolina, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to this Declaration and to the following restrictions, covenants, conditions, easements, charges, and liens which shall run with the land and shall be binding on all parties, their heirs, successors, and assigns, having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration. The aforesaid property shall include as an appurtenance thereto running with the land the right to use and enjoy certain properties, herein "Community Facilities", subject to such restrictions and rights of assessment and lien as set forth herein.

#### ARTICLE I

##### DEFINITIONS

The following words as used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

Section 1. "Articles" means the Articles of the Incorporation of Windchase Homeowners Association.

Section 2. "Association" shall mean and refer to Windchase Homeowners Association, its successors and assigns.

Section 3. "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 Subdivision.

Section 4. "Lot" shall mean and refer to Lots 1 through 66 inclusive with delineated boundary lines, shown on the recorded plat of Windchase Subdivision.

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

Section 6. "Community Facilities" shall include the common area located at the front entrance area to the subdivision as shown on the recorded plat and labeled "Common Area" and shall also include the area designated on the plat of the subdivision as "Common Area and Recreation Area." The brick pavers located in the streets throughout the Subdivision shall also be a Community Facility for so long as the Association chooses to maintain the brick pavers. Other amenities may also be added to the Community Facilities by the Developer or Association.

Section 7. "Subdivision" means Windchase Subdivision as shown on the subdivision plats entitled "Windchase Final Plat Part One", recorded in Map Book 18, Page 126, Nash County Registry and "Windchase Final Plat Part Two", recorded in Map Book 18, Page 127, Nash County Registry.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Nash County, North Carolina and is described on Exhibit A attached hereto and made a part hereof. This property shall be herein referred to as "subdivision".

## ARTICLE III

### WINDCHASE HOMEOWNERS ASSOCIATION

Section 1. Association. A corporation named Windchase Homeowners Association has been or will be formed pursuant to the rules and requirements of the Non-Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to collect assessments

for the use, maintenance, repair and replacement of Community Facilities; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots and the Community Facilities.

Section 2. Members. Each Owner of each Lot within the Subdivision shall be a Member of the Association. The Developer, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association as follows:

(a) That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a Member of the Association;

(b) That each shall be subject to the rules and regulations and By-laws of the Association with regard to ownership of a Lot; and

(c) That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, or the Articles or By-laws thereof, with regard to the Community Facilities, shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment falls due.

(d) Developer agrees to fully cooperate with the Association; however, Developer shall not be responsible for the payment of assessments on lots owned by the Developer.

Section 3. Unity. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

Section 4. Classes of Membership. The owners of all lots as designated on the plats of the subdivision shall be Class A members of the association. The owners of the Lots 1 through 4, Block A; Lots 25 through 31, Block A; Lots 37 through 45, Block A; Lots 1 through 6, Block B; Lots 1 through 12, Block C, and Lots 1 through 15, Block D, as designated on the plats of the subdivision shall be Class B members of the association.

Class A Membership. Class A membership shall include the owners of all Lots in the subdivision.

Class B Membership. Class B membership shall include all non-waterfront Lot owners in the subdivision. Class B membership shall entitle each owner to the use of an individual boat slip to be located adjacent to the Community Facility known as the Common Area and Recreation Area. Additionally, Class B members shall be solely responsible for the construction maintenance, repair, upkeep and replacement of the boat slips located adjacent to the Community Facility designated as the Common Area and Recreation Area, which boat slips should be constructed only after approval of the Architectural Committee as set forth herein.

Section 5. Voting. Each class of membership of the Owners of the Lots is entitled to one vote for each Lot owned. Each vote shall be expressed by the Owner, in person or by proxy who would cast the vote for each respective Lot. Where any Lot is owned as a tenancy in common or as a tenancy by the entirety, or another form of multiple ownership, said tenants or Owners shall determine between or among themselves how the vote to which they are entitled shall be cast. However, there shall not be any division of a vote that said Owners would otherwise be entitled to cast if the tenants or multiple owners do not unanimously agree among or between themselves as how the vote should be cast. In no event shall more than one vote be cast with respect to any Lot. Multiple Owners may designate a single person to act as agent to cast their vote.

Until the Developer has sold all of the Lots in the Subdivision, neither the Association nor any of the individual Lot Owners, nor their use of the Community Facilities shall interfere with the completion of contemplated improvements and the sale of other Lots. The Developer may make use of the unsold Lots as may facilitate the sale of the Lots, including, but not limited to the maintenance of a sales office, the showing of the property and the displaying of advertising signs. Any action or vote of the Association which attempts to restrict or inhibit the

rights of the Developer as stated herein shall be void. Further, Developer shall not be responsible for the payment of assessments on lots owned by the Developer.

#### ARTICLE IV

##### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Articles, and the By-laws of the Association, but may be delegated or contracted to managers or management services. Until such time as the formation of the Association, not to be later than one year hereafter, the Developer, or its agent, shall be delegated with all the authority of the Association; and after the formation of the Association, the Developer shall reserve the right to appoint the Board of Directors and Officers thereof until the earlier of (i) such time as the Developer no longer owns any Lots in the subdivision, or (ii) five (5) years hereafter.

#### ARTICLE V

##### PROPERTY RIGHTS IN THE COMMUNITY FACILITIES

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Community Facilities which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Community Facilities and in aid thereof to mortgage said properties;

(b) The right to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association, as provided in its Articles and By-laws to suspend the enjoyment rights of any Member of this Association in the Community Facilities for any period during which any assessment remains unpaid, and for any

period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable use fees for the repairs, maintenance, replacement, and improvements of the Community Facilities; provided that any Class B members may be charged and assessed for the construction, repair, maintenance, upkeep and replacement of the boat slips located adjacent to Community Facilities designated as the Common Area and Recreation Area on the map of the subdivision. The Association shall further have the right to enforce the collection and place a lien upon the Lot of any Owner within the Subdivision who fails to duly remit any assessment or fee and will assist in the suspension of the enjoyment rights in Community Facilities for infraction of published rules and regulations regarding such facilities.

(e) Only Class B members shall be entitled to the use of an individual boat slip and Class B members shall be solely responsible for the payment for the construction, upkeep, repair and maintenance of all boat slips located adjacent to the Common Area and Recreation Area.

Section 2. Title to Community Facilities. Title to the Community Facilities (excepting the brick pavers located within the streets) shall be in the name of the Association, its successors and assigns; provided, however, the Owners shall enjoy a perpetual and nonexclusive right of ingress and egress running with and appurtenant to the Lots for ingress and egress upon, under, and over the easements, access paths and streets within the Community Facilities, and a perpetual right of use of the Community Facilities running with said Lots, except that only Class B members of the Association shall have any rights of use of the boat slips.

#### ARTICLE VI

##### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot within the subdivision, 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) such amounts assessed for construction repair, maintenance, improvements, or replacement and use of the Community Facilities, and (2) such other general or special assessments to be established and collected as hereinafter provided. However, Developer shall have no obligation to pay the assessments described herein. Any such assessment or charge against an Owner, together with interest, costs, and reasonable attorney's fees incurred in the collection of an assessment, 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 or corporate obligation of the person(s) or firm(s) or corporation(s) owning such property at the time when the assessment falls due.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote and maintain the Community Facilities, boat slips and any such other recreational facilities that become a part of the Community Facilities, including but not limited to, the cost of repair, replacement, and additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, and maintenance of insurance thereon, and for such other funds as required by the Association in carrying out any duty as may be required or delegated to the Association under this Declaration, or its Articles or By-laws.

Section 3. Special Assessments. In addition to the annual assessments authorized herein for the general operation of the Association and for the Community Facilities, the Association may levy, in any year, a special assessment applicable to that year only as agreed by the Members for such other purposes as may be approved by the Members in accordance with Section 6 hereof.

Section 4. Sinking Fund for Capital Improvements and Replacement. The Association shall establish a Sinking Fund to accumulate funds necessary to effect repairs and maintenance as is required by this Declaration, including, without limitation, major repairs, capital improvements, maintenance of all brick



pavers and non-state maintained roads or paths, and any additions to the Community Facilities as may be required by this Declaration or voted by the Owners.

Additionally, the Association shall establish a separate Sinking Fund for all Class B members of the Association for the sole purpose of the construction, upkeep, repair and maintenance of the boat slips located on the Rocky Mount Reservoir.

Section 5. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for each Lot depending on the Class of membership. The Community Facilities assessments and any general Association assessments shall be collected on a monthly basis; one-twelfth (1/12) of said assessment to be collected on the first day of each month, special assessments shall be paid when assessed.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and Section 4 shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment. The annual assessments (general operations and Community Facilities) provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot from the Developer to an Owner and shall be due and payable thereafter on the first day of each calendar month thereafter. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of

each year, the Board of Directors shall fix the amount of the annual assessment against each Lot and at least fifteen (15) days before January 1 of each year, shall send written notice of each assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of twelve percent (12%) per annum, cost of collection, court costs, and reasonable attorney fees, shall constitute a lien against the Lot upon which assessment is levied. The Association may record notice of the same in the office of the Clerk of Superior Court of Nash County under the provisions of Article 8 of Chapter 44 of the North Carolina General Statutes. The lien created herein shall be prior to all other liens except (a) liens for real estate taxes due and unpaid, and (b) all sums unpaid on deeds of trust and other encumbrances recorded against the Lot prior to the docketing of the lien, and (c) materialmans and mechanics liens.

The lien for assessments may be foreclosed by suit by the Board of Directors of the Association in like manner as a foreclosure of a deed of trust or mortgage and real estate. The Board of Directors is hereby granted a power of sale for such purpose. The Board of Directors of the Association shall have power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. In the alternative, the Board of Directors of the Association may maintain a suit against the delinquent owner of the Lot to recover a money judgment for unpaid assessments without foreclosing or waiving the lien securing said unpaid assessments. The personal obligation for a delinquent assessment shall not pass to a successor in title to a Lot unless expressly assumed by

said successor. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Community Facilities or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust recorded prior to the docketing of such lien. Sale or transfer of any Lot shall not affect the personal obligation of the delinquent Lot Owner for any assessment due. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust recorded prior to the docketing of such lien.

Section 10. City of Rocky Mount. All Class B members are subject to an annual assessment for the purpose of paying an annual rental to the City of Rocky Mount for the privilege of constructing and maintaining the boat slips located on the Rocky Mount Reservoir. Additionally, the City of Rocky Mount reserves the right to require proper maintenance and/or replacement of the boat slips if they are determined by the City to be in a state of disrepair. The City also has the right to require the Association to remove the boat slips or the City may remove the boat slips itself and assess Class B members of the Association for the cost thereof, in the event that the boat slips are not properly maintained, create a hazard or become a nuisance to the users of the Rocky Mount Reservoir. Initial permit fees and annual renewal fees payable to the City of Rocky Mount are required for all piers, boat houses and slips owned by Lot owners and such fees shall be paid by the individual Lot owners.

Section 11. Insurance. It shall be the duty of the Association to maintain in effect casualty and liability insurance upon the Common Areas and Facilities, as follows:

(a) Amount and Scope of Insurance. All insurance policies upon the Common Areas and, etc., shall be secured by the Board of Directors. Policies shall be secured by the Board of Directors, or its designee, on behalf of the Association with full authority which shall obtain such insurance against (1) loss or damage by fire or other hazards normally insured against, and (2) such other risks, including public liability insurance, as from time to time shall be customarily required for projects similar in nature, construction, location and use as the Common Areas and the improvements thereon, all under such terms and conditions as the responsible authority shall determine. However, such liability coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance or use of the common areas and legal liability arising out of lawsuits relating to employment contracts of the Association.

(b) Insurance Provisions. The Board of Directors shall make diligent efforts to ensure that said insurance policies provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Lot owners and their employees, agents, tenants and invitees.

2. A waiver by the insurer of its right to repair and reconstruct instead of paying cash.

3. Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the named insured and all mortgagees.

4. Coverage will not be prejudiced by act or neglect of the Lot owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control

5. The insurance coverage on the property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Lot owners.

6. The insurance coverage on the property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Lot owner or any mortgagee.

(c) Premiums. All insurance policy premiums on the property for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 8 above, an amount sufficient to pay the annual cost of all such insurance premiums.

(d) Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers as may be approved by the Board of Directors.

(e) Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted

to do business in the State of North Carolina and holding a rating of "A" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and the Board of Directors thereof, as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors.

#### ARTICLE VII

##### COMPLIANCE WITH THIS DECLARATION, THE ARTICLES, AND THE BY-LAWS OF THE ASSOCIATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the By-laws of the Association, or the rules and regulations, including assessment policies, of the Association, with regard to the Community Facilities, the following relief shall be available:

(a) The Association, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the subdivision, shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(b) The Association shall have the right to remedy the violation and assess the costs of remedying the same against the offending Lot Owner as a special assessment.

(c) If the violation is the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use of all Community Facilities for any period during which an assessment against the Lot remains unpaid.

(d) The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

(e) The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles, or the By-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

## ARTICLE VIII

### PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS, AND EXCEPTIONS AND RESERVATIONS BY DEVELOPER

Section 1. Community Facilities Easement. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Facilities within the Development Area for each and every purpose or use to which such Community Facilities were intended as determined by their type, or for which such Community Facilities generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

Section 2. Right of Use. Any Owner may delegate his right of enjoyment to the Community Facilities to the Members of his family or his tenants who reside on the Lot.

Section 3. Lot Perimeter Easement. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plats of the subdivision, which plats are incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Developer on each Lot pursuant hereto shall be maintained continuously by the Owner, but no structures, planting, or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct, or reverse the flow of water or which may damage or interfere with the established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective Owner, except those for which a public authority or utility company is responsible.

## ARTICLE IX

### ARCHITECTURAL STANDARDS AND

#### ARCHITECTURAL STANDARDS COMMITTEE

Section 1. Committee. The Board of Directors of the Association shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of three (3) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, any or all of said members. The Developer may appoint the members of the Committee (i) so long as the Developer continues to own any Lot in the subdivision, or (ii) until five (5) years after the date of this Declaration, whichever occurs earlier. At such time as the Developer no longer owns any Lot in the Subdivision, or upon the expiration of the aforementioned time, or upon notification by the Developer to the Board of Directors that it does not desire to continue to appoint the Committee, all members shall be appointed by the Board of Directors.

Section 2. Approval. No building, fence, drive, pier, boat house, boat slip, horse stable, antenna, radio or antenna, radio or television reception device or any other structure or improvement shall be erected, placed, moved into, maintained, or in any way altered on any Lot within the subdivision until the proposed building plans, specifications, exterior color or finish, plot plan (showing proposed location and elevation of any and all additions, drives, and parking areas and the shape and size of all structural members, piling & decking all for boat houses and piers) shall have been submitted to and approved by the Committee. "Construction" shall include within its definition clearing, excavation, grading, and other site work.

Section 3. Guidelines. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with any modifications, additions, or alterations subsequently to be constructed on any Lot or made to any improvements initially approved. The Committee shall also be responsible for the designation and assignment of individual boat slips to Class B



members. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Corporation, and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders, and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

Section 4. Authority. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications, or details submitted to it upon any ground, including purely aesthetic considerations. Approval shall be evidenced by an approved copy of the plans or specifications left in the permanent possession of the Committee which approval or disapproved shall be given by the Committee within thirty (30) days after the plans or specifications have been submitted to it. Members of the Committee shall not be entitled to any compensation for services performed hereunder.

Section 5. Size/Completion. The minimum square footage required shall be 2000 square feet of living area for all residences, exclusive of porches, patios, garages, unfinished or unheated areas, and other protrusions from the base dimensions of the residence. Any two-story shall have at least 1100 square feet of heated area on the first floor. Any one and one-half story dwelling shall have at least 1500 square feet on the first floor. The construction of all houses and other structures, after approval of the building plans, must be completed within twelve (12) months from the commencement of foundation work for all homes of up to 3500 square feet of heated living area and for homes of over 3500 square feet of heated living area, construction must be completed within (18) months after the commencement of foundation work, except where completion is impossible, or results in great hardship to the Owner or builder due to strikes, fire, national emergencies or calamities.

Section 6. Inspection. The Committee, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications, and details. Upon completion of the construction in accordance with the approved plans, specifications, and details, the Committee shall issue a certificate of completion to the Owner.

Section 7. Interior. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.

Section 8. Non-Warranty. Neither the Developer, nor the Committee, nor the Board of Directors, or any architectural agent thereof shall be responsible in any way for any defects in plans, specifications, or details submitted, revised, or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

Section 9. Title. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

Section 10. Repairs/Landscaping. There shall be no exterior painting of buildings, yard walls, exterior lighting, no repair or replacing of original roofs, and no major landscaping on any of the Lots by or on behalf of the Owner thereof, or any person holding thereunder, except as may be approved by the Committee.

To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, other than Developer, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Standards Committee. The provisions hereof regarding time for

approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading excavation, or filling. All of the landscaping of Lots must be completed within one hundred twenty (120) days of occupancy or substantial completion of the residence, whichever date shall first occur.

Section 11. Violation. Violation or breach of any architectural standard contained in this Declaration shall give the Committee, its legal representatives, successors and assigns, in addition to all other remedies, the right, upon fifteen (15) days notice, to enter upon the land where such violation or breach exists, and summarily, to abate and remove, at the expense of the Owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said Committee shall not thereby be deemed guilty of any manner of trespass, or be liable for any damage, for such entry, abatement, or removal.

#### ARTICLE X

##### RESTRICTIONS ON USE AND OCCUPANCY

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence. Only one family shall occupy the same main dwelling and its accessory buildings; provided, however, that a guest dwelling may be erected, provided that approval of the applicable health department is granted for such guest quarters or dwelling and said dwelling is approved for construction under the applicable zoning or subdivision ordinances in effect at the time of the request. However, such guest quarters or dwelling may not be rented, leased, or sold separately from the main premises. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the proceeding sentence, which apartment may be occupied by domestic employees employed at said main dwelling on the same building site or may

be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time. No business or business activity may be carried on upon the property at any time; provided, however, that nothing herein shall preclude the Developer, its agents, affiliates, and employees from using all or part of the land or buildings owned by them for the purpose of carrying on business directly related to the development, sales, and/or management of the Subdivision by the Developer.

Section 2. Setbacks. No building shall be constructed or located on any Lot otherwise than in compliance with the applicable rules, regulations, laws, and ordinances of Nash County, including without limitation, front, side, and rear setback requirements; moreover, no building shall be constructed or located on any Lot in violation of the "minimum building setback lines as noted on the Final Plat Part One", recorded in Map Book \_\_\_\_, Page \_\_\_\_, Nash County Registry and Final Plat Part Two", recorded in Map Book \_\_\_\_, Page \_\_\_\_, Nash County Registry or as specified in Exhibit \_\_\_\_ attached hereto and incorporated herein by reference. For purposes of this covenant, "eaves, steps, and open porches shall not be considered a part of the building; provided, further, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

In the event that a dwelling is constructed nearer to the adjacent Lot line than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Nash County Register of Deeds office of an instrument in writing executed by the Association, its successors or assigns, and the Owner of the adjacent Lot on the side which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed to exist.

In the event that a dwelling is constructed nearer to the front Lot line or a side street line than is permitted by this paragraph but does not violate the setback line by more than ten percent (10%) of the minimum distance, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by the Association, its successors or assigns, and the Owners of the adjoining Lots, or if there is only one adjacent or adjoining Lot, by the Owner of such Lot. Upon execution and recordation of such waiver, said violation shall not thereafter be deemed to exist.

Section 3. Subdivision. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer; however, it shall be permissible to combine two or more adjacent Lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such Lots individually. In the event of such a combination, the setback requirements relating to the common boundary between two Lots will not prohibit building upon that boundary so long as requirements relating to the outside border of the tract are met. This provision does not reduce or remove any other restriction which may exist as a result of this Declaration.

" Section 4. Prohibitions. The following general prohibitions and requirements shall apply and control the improvement, maintenance, and use of all Lots:

(a) No log home, mobile home, trailer, camper, tent, or temporary house, temporary garage, or other temporary outbuilding or structure shall be placed or erected on any Lot; provided, however, that the Committee may grant permission for temporary structures for storage of materials during construction. No such temporary structure, as may be approved, shall be used at any time as a residence.

(b) During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

(c) All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality, and appearance, and all construction shall be performed in good workmanship manner and quality. Any permitted outbuilding shall be of the same material, quality, general appearance, and workmanship as the dwelling on the Lot. The requirements of the Committee shall control all improvements to any Lot as is herein specified.

(d) No log homes or oriental design homes or homes of similar design or character may be constructed within the subdivision. It is specifically agreed that the following home styles will be permitted: English, French, Spanish, Country Rustic, Williamsburg, Colonial and Contemporary.

(e) No metal roof shall be allowed to be constructed or placed on any structure located within the subdivision, unless approved in writing by the Architectural Committee.

(f) All buildings, structures of all kinds, and their appurtenances shall be maintained in a suitable state of repair. In the event of destruction or casualty, the premises are to be cleared and all debris removed within sixty (60) days from the date of such casualty. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings and other structures or grounds on his Lot which shall tend substantially to decrease the beauty of the subdivision as a whole. Upon the failure of any Owner to comply with this requirement, the Committee reserves the right, at its own option, within three weeks after written notice has been mailed to such Lot Owner's last known address, to clean such property up or remove the same (if such property has been destroyed by fire or other disaster) and the Committee's expense in doing so shall constitute a lien upon such Owner's Lot and improvements thereof, enforceable in the same manner as a delinquent assessment.

(g) No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall

have current registration and inspection certificates. No unlicensed vehicle shall be allowed on any street or any Lot or property not owned by the driver of the vehicle.

(h) Each Owner shall provide for parking of automobiles off the streets and roads within the Subdivision prior to occupancy of any Dwelling owned by such Owner. There shall be no outside storage or parking upon any Lot, or within any portion of the Common Areas of any: mobile home, trailer, motor home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owners or other occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(i) Aboveground exterior air-conditioning and heating equipment, other mechanical equipment, pens, yards and houses for household pets, garbage and trash cans or receptacles, and outside above-ground storage areas for construction materials, coal, oil, wood or other fuels shall be screened from view or covered by the use of shrubs, fences or other suitable screening material.

(j) All outdoor poles, clotheslines, and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any street or recreation area. Additionally, no chain link, chicken wire or hog wire fences will be allowed within the subdivision.

(k) No trade materials or inventory shall be stored on any Lot and no trucks in excess of 3/4 ton may be regularly parked upon a Lots.

(l) No mail or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, or magazines or material shall be erected or located upon any Lot except such

receptacle of standard style and design as shall have been approved by the Committee.

(m) All fences placed or constructed within the subdivision shall be the same color and style as the wood rail fence located at the entrance of the subdivision, unless otherwise approved in writing by the Architectural Committee.

(n) There shall be no signs, billboards, or advertising structures of any nature whatsoever placed on any Lots, except one professional sign of not more than one square foot, one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(o) No radio or television antennas (including dish or satellite or tower) may be installed without prior approval in writing by the Committee of its size, installation and location.

(p) All dwelling connections for all utilities, including but not limited to, water, electricity, gas, telephone, and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority and the Committee. Additionally, no windmills used for power of pumping or structures of any similar nature will be allowed within the subdivision.

(q) 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 in a reasonable number may be kept, provided they are not kept, bred, or maintained for any commercial purpose, provided further, that such pets do not constitute a danger or nuisance to other Lot Owners or to the Subdivision. Additionally, Lot owners who own more a Lot (or Lots) of two (2) or more acres shall be entitled to stable a horse on his Lot with the number of allowed horses to be in the following ratios: A. Two (2) acre Lot - one (1) horse; three (3) acre Lot - two (2) horses; four (4) acre Lot - three (3) horses. In no event shall any Lot owner be allowed to stable more then three (3) horses within the subdivision.



(r) Entrances to enclosed garages may face in any direction, provided that all such garages shall have a door or doors that completely close off the garage entrance and such door or doors shall remain completely closed except during periods of actual use of such garage entrance.

(s) Each owner shall keep his Lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Committee or Association, then the Committee or Association may have the required work done and the costs thus incurred by the Committee or Association shall be paid by the owner, and shall constitute a lien upon owner's Lot and improvements thereon, enforceable in the manner as a delinquent assessment.

(t) No noxious, offensive, or illegal trade or activity shall be carried on upon any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot Owners or the Subdivision. Additionally, no hunting of any type shall be allowed within the subdivision.

Section 5. Amendment. As long as it owns ten percent (10%) or more of the Lots in the Subdivision, Developer reserves the right to include in any contract or deed hereafter made or entered into, such modifications and/or additions to these restrictions which will, in the sole opinion of Developer, raise the standards or enhance the desirability of the Subdivision as a residential area. Such reservation shall not be construed as authorizing Developer to relieve any purchaser of any Lot in the Subdivision, in whole or in part, from any of the restrictions set forth herein.

Section 6. Variances. Developer or Association may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every

instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision.

Section 7. Enforcement. Enforcement of these covenants, restrictions, and declarations may be by Developer, the Committee, the Association, or any Owner of property subject to these covenants, whether for equitable restraint against the violation thereof, or at law for damages by virtue of any such violation. The invalidation of any one or more conditions and restrictions set out herein shall in no way affect any other of such provisions, all of which shall remain in full force and effect. The failure of Developer or of any such party entitled to enforce any protective covenant contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Any person or corporation found to be in violation of these covenants, restrictions, and declarations shall be responsible for the payment of all court costs and reasonable attorneys fees incurred by the Developer, the Committee, or the Association in the enforcements of these covenants, restrictions and declarations.

#### ARTICLE XI

##### DURATION, AMENDMENT, AND TERMINATION

Section 1. Duration. The covenants and restrictions contained in this Declaration shall run with the land 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 successive periods of ten (10) years. This Declaration may be amended in full or part during the first thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners; provided, that no amendment shall alter any obligation to pay assessments for the use of the Community Facilities as herein provided or affect any lien for the payment of the same. For

purposes of this vote, the Developer shall be deemed an Owner of any unsold Lots in its name. To be effective, any amendment must be recorded in the office of the Register of Deeds of Nash County, North Carolina.

Section 2. Validity. 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 Developer, or the Association, without the consent or approval of any Owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Subdivision or to qualify the Lots or improvements thereon for mortgages or improvement loans made or insured by a governmental agency or to comply with the requirements of any lending agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and improvements, or mortgage interest therein, as well as any other law or regulation relating to the control of the Subdivision, including without limitation, ecological controls, construction standards, aesthetics, and matters affecting public health, safety, or general welfare. A letter from an official of any such corporation or agency, including without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made must substantially conform to such request or suggestion. No amendment made pursuant to this Section shall be effective until duly recorded in the Register of Deeds of Nash County.

## ARTICLE XII

### CAPTIONS

The captions preceding the various Articles of this Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine, and the neuter to include the masculine and feminine.

## ARTICLE XIII

### ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license, and in any manner alienate or dispose of any rights, interests, and liabilities retained, accruing, or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with regard to any such right, interest, or liability or any claim or claims arising out of the same in any manner.

## ARTICLE XIV

### LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations, and easements administered by the Association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

IN TESTIMONY WHEREOF, the Developer has caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

NORTH CAROLINA

NASH COUNTY

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
WINDCHASE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINDCHASE SUBDIVISION is made and entered into this the 6th day of July, 1992 by Bridgeview Properties, Inc., a North Carolina corporation (hereinafter referred to as "Bridgeview Properties");

W I T N E S S E T H:

THAT WHEREAS, Bridgeview Properties previously caused Restrictive Covenants to be placed on the residential lots as shown on Map entitled "Windchase - Final Plat - Part One" recorded in Map Book 18, Page 126 and subsequently rerecorded in Map Book 19, Page 17, Nash County Registry and "Windchase - Final Plat - Part Two" recorded in Map Book 18, Page 127 and subsequently rerecorded in Map Book 19, Page 18, Nash County Registry, the said Restrictive Covenants having been recorded in Book 1285, Page 361, Nash County Registry; and

THAT WHEREAS, Article XI, Section 1 provides, in part, as follows:

This Declaration may be amended in full or part during the first thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners,...

and

THAT WHEREAS, Bridgeview Properties at the time of the execution of this Amendment to Declaration of Covenants, Conditions and Restrictions of Windchase Subdivision is the owner of eighty percent (80%) of the lots in the subdivision and by virtue of said ownership has the right to amend the original Declaration of Restrictive Covenants recorded in Book 1285, Page 361, Nash County Registry, and to that end, this instrument is entered into;

NOW, THEREFORE, in consideration of the premises and in accordance with Article XI, Section 1 of the Restrictive Covenants recorded as aforesaid, said Declaration of Covenants, Conditions and Restrictions of Windchase Subdivision are amended as follows:

1. That the first paragraph of the Preamble to the Declaration is hereby deleted and in lieu thereof the following is inserted:

WHEREAS, Developer is the owner and developer of all of that tract of real property located in Coopers Township, Nash County, North Carolina, and being more particularly shown and described on those certain maps of plats entitled "Windchase - Final Plat - Part One", recorded in Map Book 18, Page 126, Nash County Registry, and subsequently rerecorded in Map Book 19, Page 17, Nash County Registry, and "Windchase - Final Plat - Part Two"



recorded in Map Book 18, Page 127, Nash County Registry, and subsequently rerecorded in Map Book 19, Page 18, Nash County Registry, said plats being incorporated herein by reference.

2. That the first sentence of the fifth paragraph of the preamble to the Declaration is deleted and in lieu thereof the following is inserted:

NOW, THEREFORE, Developer hereby declares that all numbered lots shown in the recorded plat entitled "Windchase - Final Plat - Part One", recorded in Map Book 18, Page 126, Nash County Registry and subsequently rerecorded in Map 19, Page 17, Nash County Registry and "Windchase - Final Plat - Part Two", recorded in Map Book 18, Page 127, Nash County Registry and subsequently rerecorded in Map Book 19, Page 18, Nash County Registry, North Carolina, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following restrictions, covenants, conditions, easements, charges and liens which shall run with the land and shall be binding on all parties, their heirs, successors and assigns, having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration...

3. That Article I, Section Seven of the Declaration is hereby deleted and in lieu thereof the following shall appear:

Section 7. "Subdivision" means Windchase Subdivision as shown in the subdivision plats entitled "Windchase - Final Plat - Part One", recorded in Map Book 18, Page 126, Nash County Registry and subsequently rerecorded in Map Book 19, Page 17, Nash County Registry and "Windchase - Final Plat - Part Two", recorded in Map Book 18, Page 127, Nash County Registry and subsequently rerecorded in Map Book 19, Page 18, Nash County Registry.

4. That Article II of the Declaration is amended by attaching to this amendment the "Exhibit A" which was inadvertently omitted from the original recording of the Declaration recorded as aforesaid, said Exhibit A being attached hereto and made a part hereof.

5. That the first sentence of Article X, Section Two of the Declaration is hereby deleted and in lieu thereof the following is inserted:

Section 2. Setbacks. No building shall be constructed or located on any lot otherwise than in compliance with the applicable rules, regulations, laws and ordinances of Nash County including, without limitation, front, side, and rear setback requirements; moreover, no building shall be constructed or located on



any lot in violation of the minimum building setback lines as shown on plat entitled "Windchase - Final Plat - Part One" recorded in Map Book 18, Page 126 and subsequently rerecorded in Map Book 19, Page 17, Nash County Registry and as shown on plat entitled "Windchase - Final Plat - Part Two" recorded in Map Book 18, Page 127, and subsequently rerecorded in Map Book 19, Page 18, Nash County Registry.

6. Except as set forth herein, all and singular the other terms and conditions of the Restrictive Covenants appearing in the Declaration recorded in Book 1285, Page 361, Nash County Registry, shall remain in full force and effect.

IN WITNESS WHEREOF, Bridgeview Properties has caused this instrument to be executed by its duly authorized officers, its corporate seal to be hereunto affixed, all by authority of its Board of Directors, this the day and year first above written.

BRIDGEVIEW PROPERTIES, INC.

By: *J. M. Lightner*  
President

Attest:

*Kenneth F. Lightner*  
Secretary  
(CORPORATE SEAL)

The undersigned do hereby join in the execution of this Amendment to Declaration of Covenants, Conditions and Restrictions of Windchase Subdivision for the purpose of acknowledging their approval thereof and for the further purpose of subordinating thereto the lien of a Deed of Trust to the original Declaration of Covenants, Conditions and Restrictions of Windchase Subdivision recorded in Book 1285, Page 361, Nash County Registry and to the Amendment to Declaration of Covenants, Conditions and Restrictions of Windchase Subdivision contained herein, said Deed of Trust being dated September 9, 1988 from Bridgeview Properties, Inc. to J. Hugh Bazemore, Trustee recorded in Book 1260, Page 423, Nash County Registry, said Deed of Trust having been modified by Modification Agreement dated May 8, 1989 and recorded in Book 1287, Page 95, Nash County Registry, dated December 1, 1989 and recorded in Book 1316, Page 190, Nash County Registry; and dated December 9, 1991 and recorded in Book 1353, Page 342, Nash County Registry.

BOOK 1374 PAGE 497

1374-497

CENTURA BANK (SUCCESSOR BY  
MERGER TO PLANTERS NATIONAL  
BANK AND TRUST COMPANY)

By: *Robert M. ...*  
SR VICE President

Attest:

*Jeffrey W. Scott*  
Secretary

(CORPORATE SEAL)

*J. Hugh Bazemore* (SEAL)  
J. Hugh Bazemore, Trustee

NORTH CAROLINA

~~NALIFAX~~  
~~NASH~~ COUNTY

I, a Notary Public, do certify that KENNETH F. RIGHTMYER  
personally came before me this day and acknowledged that he is  
Secretary of Bridgeview Properties, Inc., a corporation  
organized and existing under the laws of the State of North  
Carolina, and that by the 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 self as its Secretary.

WITNESS my hand and official stamp or seal, this 8<sup>th</sup> day of  
July, 1992.

*Ginda C. Hawkins*  
Notary Public

My Commission Expires: Dec. 22, 1992

(SEAL)



NORTH CAROLINA

~~Nash~~

NASH COUNTY

I, a Notary Public, do certify that Jeffrey W. Smith personally came before me this day and acknowledged that he is ~~Assistant~~ Secretary/Cashier of Centura Bank (successor by merger to Planters National Bank and Trust Company), a corporation organized and existing under the laws of the State of North Carolina, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its St. Yee President, sealed with its corporate seal and attested by him self as its Secretary/Cashier.

WITNESS my hand and official stamp or seal, this 8 day of July, 1992.

Cliff D. Brown  
Notary Public

My Commission Expires: 5-30-96

(SEAL)

NORTH CAROLINA

~~Nash~~

NASH COUNTY

I, Cliff D. Brown, a Notary Public, do hereby certify that J. Hugh Bazemore, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 8 day of July, 1992.

Cliff D. Brown  
Notary Public

My Commission Expires: 5-30-96

(SEAL)

FILED  
1992 JUL 9 PM 2 39  
MARGARET B. DOUGHTIE  
REGISTER OF DEEDS  
NASH COUNTY, N.C.

NORTH CAROLINA-NASH COUNTY

The foregoing certificate of Linda C. Hawkins  
Anne D. Brown

Notary Public is  
(are) certified to be correct. This instrument was presented for registration and recorded in this  
office on Book 1374 Page 499  
This 9 day of July, 1992 at 2:39 o'clock P. M.

MARGARET B. DOUGHTIE, REGISTER OF DEEDS

By Barbara W. Lister

Deputy ~~Asst.~~ Register of Deeds

14.00  
HDE

BOOK 1374 PAGE 499

1374-499