

BY-LAWS
OF
IRVING PARK VILLAGE TOWNHOUSE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Irving Park Village Townhouse Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2100-F Cornwallis Drive, Guilford County, Greensboro, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Irving Park Village Townhouse Association, Inc., its successors and assigns.

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

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

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

Section 6. "Declarant" shall mean and refer to Irving-Preferred, a North Carolina joint venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

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

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any Member may delegate his rights to enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchaser who reside on the property. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, p.m. or at such other time as may be presented by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

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

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

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by the Board of six (6) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term

of three years; and at each annual meeting thereafter the members shall elect two directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, or at such other periodic intervals as may be established by the Board of Directors from time to time, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by

other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

(c) the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with

their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

* C.P.A.
Annual Audit

ARTICLE X

COMMITTEES

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

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are

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

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: IRVING PARK VILLAGE TOWNHOUSE ASSOCIATION, INC., NORTH CAROLINA.

ARTICLE XIV

AMENDMENTS

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

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

ARTICLE XV

MISCELLANEOUS

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

twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; provided, however, that as long as there is a Class B membership amendment of the Declaration will require the prior written approval of the Federal Housing Administration or the Veterans Administration; and

WHEREAS, the amendments herein set out have been approved by ninety percent (90%) of the Lot Owners and by the Federal Housing Administration and the Veterans Administration.

NOW, THEREFORE, the parties hereto do hereby amend the Declaration as follows:

1. Section Two, of Article I, Properties Subject to this Declaration, is hereby amended to read as follows:

"Section Two. The Declarant hereby reserves the right to subject other real property to the Restrictions in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Each additional parcel or tract of land, with the improvements thereon or to be placed thereon, on which is or will be constructed single-family attached houses, which is subjected to this Declaration shall be designated consecutively as "Irving Park Village Townhouses, Phase II", and such similar designation for each phase. Any additional parcel or tract of land, with the improvements thereon or to be placed thereon, on which is or will be constructed single-family detached houses which is subject to this Declaration shall be designated as "Irving Park Village" or such other designation as determined by the Declarant."

2. Section Two of Article IX, Annexation of Additional Properties, is hereby amended to read as follows:

"Section Two. If within twelve (12) years of the date of incorporation of this Association, the Declarant should develop additional land within the property described in EXHIBIT B as hereinabove provided in Article I, such land may be annexed by the Declarant in the manner provided in Article I without the consent of Members provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore provided by them. That property described in EXHIBIT B within said twelve (12) year period may be annexed by the Declarant without the consent of the Members either for use as single-family detached houses or single-family attached houses, or both such uses, as determined by the Declarant in its sole discretion."

3. Section Four of Article II, Definitions, is hereby amended to read as follows:

"Section Four. Common Area(s)" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of the Declaration. Common Areas shall be defined and bounded on the plat(s) of Irving Park Village Townhouses and plat(s) of the single-family detached housing phases, and amendments thereof, and designated thereon as "Common Areas" or "Common Open Spaces". Common Areas in each phase shall be conveyed to the Association free and clear of encumbrances prior to deeding the first Lot in the phase."

4. Section 4, Parking Rights, of Article III Property Rights, is hereby amended to read as follows:

"Section Four. Parking Rights. (a) Single-Family Attached Housing ("Townhouses"). Ownership of each Lot in a single-family attached housing phase ("Townhouse") shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be, as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers, and other such items on the Common Area within the Townhouse phases. No boats or trailers owned or leased by any Owner, tenant, family or guest of Owner shall be parked within the right-of-way of any public street in the Irving Park Village Townhouse phases.

(b) Single-Family Detached Housing. The owner of any Lot in a single-family detached housing phase may park on his Lot and/or on any streets within the single-family detached housing phases."

5. Section Two, Purpose of Assessments, of Article V, Covenant for Maintenance Assessments, is hereby amended to read as follows:

"Section Two. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties.

The assessments levied by the Association against those Lots which are for single-family attached housing (Townhouses) shall be used for the acquisition, improvement and maintenance of Common Areas within the Townhouse phases, including the maintenance, repair and reconstruction of private streets, driveways, walks and parking areas situate on the Common Area within the Townhouse phases, and the maintenance of the lake, swimming pool, and other recreational facilities on the Common Area, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance, and

for the exterior maintenance of the attached houses upon the Properties as hereinafter provided or for the use and enjoyment of the Common Area within the Townhouse phases, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area within the Townhouse phases, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements, including without limiting the generality of the foregoing, roofs, paving, and any other major expenses relating to the Townhouse phases for which the Association is responsible, and such other needs as may arise.

attached

The assessments levied by the Association against the Lots which are for single-family detached housing shall be used for the acquisition, improvement and maintenance of Common Areas within the single-family detached housing phases, including the maintenance, repair and reconstruction of private streets, driveways, walks and parking areas situate on the Common Area within the single-family detached housing phases, the maintenance of the lake, swimming pool and other recreational facilities on the Common Area, the payment of taxes and public assessments assessed against the Common Area within the single-family detached housing phases, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements, and any other major expense relating to the single-family detached housing phases for which the Association is responsible, and such other needs as may arise.

detached

As set forth above, assessments for construction, maintenance and repair of Common Areas within the single-family attached housing phases and maintenance of residences shall be paid by the Owners of Lots located within the single-family attached phases; and assessments for construction, maintenance and repair of Common Areas within the single-family detached phases shall be paid by the Owners of Lots located within the single-family detached phases. Assessments required for the construction, maintenance and repair of the lake, swimming pool and other recreational facilities enjoyed by the Owners in both the single-family attached housing and the single-family detached housing phases and assessments required for insurance, attorneys and other operational costs of the Association not related solely to either the attached housing phases or to the detached housing phases shall be paid equally by each Lot Owner in both the attached and detached housing phases. The Board of Directors shall

Combined

determine annually which part of the total assessments required by the Association shall be paid by the Owners of Lots in the attached housing phases and which part shall be paid by the Owners of Lots in the detached housing phases, based upon the obligations of each as herein set forth."

6. Section 3, Reserves, of Article V, Covenant for Maintenance Assessments, is hereby amended to read as follows:

*Reserve
3 funds
detached
attached
pool*

"Section Three. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses. The Association shall separate the reserve fund into three separate funds, one fund being the reserve fund for the maintenance, repair and replacement of those improvements to the Common Areas and other portions of the Properties which are the responsibility of the Owners of single-family attached houses, one fund being the reserve fund for the maintenance, repair and replacement of those improvements to the Common Areas and other portions of the Properties which are the responsibility of the Owners of single-family detached houses, and one fund being the reserve fund for the maintenance, repair and replacement of the lake, swimming pool and other recreational facilities enjoyed by the Owners in both the single-family attached housing and the single-family detached housing phases."

7. Section Four, Maximum Annual Assessment, of Article V, Covenant For Maintenance Assessments, is hereby amended to read as follows:

*40⁰⁰ to
45⁰⁰ max.
per month*

"Section Four. Maximum Annual Assessment. (a) Amount of Assessment Against Solely The Single-Family Attached Houses. Until January 1 of the year immediately following the conveyance of the first Lot in an attached housing phase, the maximum annual assessment for the construction, maintenance, and repair of Common Areas and residences within the single-family attached housing phases against each Owner of a single-family attached housing Lot shall be Five Hundred Forty Dollars (\$540.00) per Lot.

*10%
increase*

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to ten percent (10%) of the previous year's assessment.

requires 2/3

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased above the increase permitted above by a vote of two-thirds (2/3) of

each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate upon its Articles of Incorporation.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Amount of Assessment Against Solely The Single-Family Detached Houses. Until January 1 of the year immediately following the conveyance of the first Lot in a detached housing phase, the maximum annual assessment for the construction, maintenance and repair of Common Areas within the single-family detached housing phases against each Owner of a single-family detached housing Lot shall be One Hundred Fifty-two and 40/100 Dollars (\$152.40) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to ten percent (10%) of the previous year's assessment.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased above the increase permitted above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate upon its Articles of Incorporation.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(c) Common Assessment Against Single-Family Attached Houses and Detached Houses. Until January 1 of the year immediately following the conveyance of the first Lot in either a detached or attached housing phase, the maximum annual assessment for the construction, maintenance, and repair of the lake, swimming pool and other recreational facilities enjoyed by the Owners in both the single-family

mtg
Notice Reg.
30-60
days

max
12.70 per
month

Max
\$10 per
month

attached housing and the single-family detached housing phases and assessments needed for insurance, attorneys and other operational costs of the Association not related solely to either the attached housing or to the detached housing phases shall be One Hundred Twenty Dollars (\$120.00) per Lot. This assessment shall be in addition to the assessments provided for in paragraphs (a) and (b) above.

10%
limit

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to ten percent (10%) of the previous year's assessment.

mtg &
2/3 reg
to approve

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the above maximum annual assessment may be increased above the increase permitted above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate upon its Articles of Incorporation.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

3 Budgets
required
(i) attached
(ii) detached
(iii) amenities

(d) Determination of Assessment. If the annual assessment is fixed by the Board of Directors, the Board shall determine separately (i) the amount of the assessment which is needed solely for the construction, maintenance, and repair of Common Areas and residences within the single-family attached housing phases, which shall be paid solely by the Owners of Lots in the attached housing phases, (ii) the amount of the assessment which is needed solely for the construction, maintenance and repair of Common Areas within the single-family detached housing phases, which shall be paid solely by the Owners of Lots in the detached housing phases, and (iii) the amount of the assessment which is needed for the construction, repair and maintenance of the lake, swimming pool, and other recreational facilities shared by Owners in both the attached and detached housing phases, and assessments needed for insurance, attorneys and other operational costs of the Association not related solely to either the attached housing phases or to the detached housing phases, which shall be paid equally by each Lot Owner in both the attached and detached housing phases.

Paid
equally

If the annual assessment is fixed by the Membership, those members owning Lots in the single-family attached houses phases shall vote on the assessment affecting solely the attached housing phases and the assessment for the recreational facilities and operational costs of the Association ((i) and (iii) above), and the Members owning Lots in the detached housing phases shall vote on the assessment affecting solely the detached housing phases and the assessment for recreational facilities and operational costs of the Association ((ii) and (iii) above)."

8. Section Five, Special Assessments for Capital Improvements, of Article V, Covenant For Maintenance Assessments, is hereby amended to read as follows:

"Section Five. Special Assessments for Capital Improvement. 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 upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

If the capital improvement is upon Common Area within the attached housing phases, the assessment shall be only against Lots in the attached housing phases; if the capital improvements is upon Common Area within the detached housing phases, the assessment shall be only against Lots in the detached housing phases; and if the capital improvement is upon the lake, swimming pool or other recreational facilities on Common Area enjoyed by Owners both in attached and detached housing phases, then the assessment shall be against all such Lot Owners. Only Members who will be obligated to pay the assessment shall be entitled to vote thereon."

9. Section Seven, Uniform Rate of Assessment, Article V, Covenant of Maintenance Assessments, is hereby amended to read as follows:

"Section Seven. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots within the attached housing phases and be fixed at a uniform rate for all Lots within the detached housing phases (as set forth in preceding sections the uniform rate for Lots in attached housing phases and the uniform rate for Lots in detached housing phases shall be different, but the common assessment against single-family attached houses and single-family detached houses as provided for in paragraph

Collected
monthly

(c) of this Section Four for common recreational and operational expenses shall be the same). Assessments shall be collected on a monthly basis. Provided, however, that the assessment for Lots owned by the Declarant which are not occupied as a residence may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for Lots."

10. Article VI, Exterior Maintenance, is hereby amended to read as follows:

"The following shall apply to maintenance of Common Areas and Lots within the attached housing phases (Townhouses), but shall not apply to maintenance of Common Areas and Lots within the detached housing phases: In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint and/or stain the exterior of the townhouses, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may undertake any required maintenance and add the cost thereof to the assessment against such Owner's Lot. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association."

11. The following Section Nine shall be added to Article VIII, Party Walls:

"Section Nine. Applicable Only to Townhouses. The provisions of this Article VII shall apply only to Lots within the attached housing phases (Townhouses).

12. Except as herein amended, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Declarant and by the undersigned, who are Owners of more than ninety percent (90%) of the Lot Owners.

~~_____ (200) of the Tax Court~~

ARAPPCO, INC.

ATTEST:

By _____
President

Secretary

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

October 12, 1989

M E M O

TO: OWNERS OF IRVING PARK VILLAGE INC.
FROM: JEN RETSCH
RE: ITEMS OF DISCUSSION AT MEETING ON OCTOBER 12, 1989

The Governing Documents consist of three documents.

The Articles of Incorporation - acknowledges that the Association is a business corporation under the State of North Carolina. It lists the original Board members, but does not grant any power.

The Declaration of Covenants, Conditions, and Restrictions - Spells out how the Association is to be run. It gives a description of what is common area and what is owned by each lot owner. Rights of the Association and owner's are outlined as well as topics such as parking rights, tv antennas, Cablevision, exterior maintenance, party wall rules, architectural control rules, insurance, and use restrictions. Article IV also covers the membership and voting rights. It is that Article that says on December 1, 1989, the Association will no longer have two classes of voting. At this point, it is one vote for each lot owned. Article V addresses the assessments and the procedures for the collection of the assessments.

To amend the Declaration requires a ninety percent (90%) approval by the members of the Association. Any contracts entered on behalf of the Association by the builder are not binding upon on the Homeowners Association. This includes the management contract.

There are two amendments to the Declaration, the first covers insurance and the second amendment addresses the inclusion of the single family detached houses into the Association. Articles that were amended include, but are not limited to: parking rights, the assessments, the reserves and a description of the exterior maintenance. This amendment provides for three budgets for: attached homes, detached homes, and a combination recreation budget. The reserves also must be set up in these three categories. There is a 10% limit on any increases after the first year. Anything more than 10% requires a two-thirds (2/3) approval and a meeting called for the purpose of discussing the budget. Each group of homeowners will only get to vote for the budget that pertains to their property or their interest. The assessments are to be collected on a monthly basis and collection problems should be referred back to the original Declaration.

By-Laws - This document generally describes the administration of the corporation. Again, there is a set of definitions including each of the entities of the corporation. It mandates that annual meetings be held and notices be sent out stating the purpose of the meeting, the place, the hour and the day. Quorum is one-tenth (1/10th) of the membership. Proxies are permitted. The Board of Directors consists of six directors. They need not be members of the Association, therefore renters can serve on the Board of Directors. The Board is set up so that every year the Association will be electing two members.

2/11/89
Jen Retsch

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
IRVING PARK VILLAGE TOWNHOUSES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made and entered into this _____ day of _____, 1988, by ARAPPCO, INC., a North Carolina corporation, and by those owners of Lots in Irving Park Village whose names and signatures appear at the end of this Amendment;

W I T N E S S E T H

WHEREAS, Irving-Preferred, as Declarant, heretofore executed that Declaration of Covenants, Conditions and Restrictions for Irving Park Village Townhouses, dated January 7, 1985, which is recorded in Book 3424, Page 2050, in the Guilford County Registry, which was later amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Irving Park Village Townhouses dated January 11, 1985, which is recorded in Book 3425 at Page 0654, in the Guilford County Registry (the Declaration, as amended, hereinafter referred to as the "Declaration"); and

WHEREAS, Arappco, Inc. has now succeeded to the interest of Irving-Preferred as Declarant under the Declaration; and

WHEREAS, it is provided in Article I and Article IX of the Declaration that the Declarant reserves the right to develop additional land within the property described in EXHIBIT B attached to the Declaration and to make such additional land subject to the provisions of the Declaration and bring such additional land within the jurisdiction of Irving Park Village Townhouse Association, Inc. (the "Association"); and

WHEREAS, on that land which heretofore has been made subject to the provisions of the Declaration there has been constructed single-family attached houses, commonly known as "townhouses"; and the Declarant may in the future wish to construct single-family detached houses, rather than or in addition to townhouses, on part or all of that property described in the said EXHIBIT B of the Declaration and to annex such property and make it subject to the terms of the Declaration, as amended; and

WHEREAS, the Declarant now wishes to amend the Declaration by amending certain provisions of the Declaration which would apply to the single-family detached houses, and to extend the time within which annexation might be made; and

WHEREAS, it is provided in Section 3 of Article XIII of the Declaration that the Declaration may be amended during the first

IRVING
PARK
VILLAGE

STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Robert J. Simpson personally came before me this day and acknowledged that he is the Secretary of IRVING PARK VILLAGE, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this the 13th day of September, 1985.

Robin C. Arnold
NOTARY PUBLIC

ROBIN C. ARNOLD
NOTARY PUBLIC
GUILFORD COUNTY, NC

My Commission Expires:
April 6, 1987

Commission Expires 4-6-87

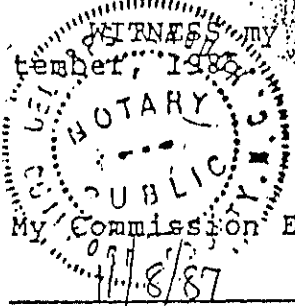
STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Kay L. Misenheimer personally came before me this day and acknowledged that he is the Assistant Secretary of PREFERRED INVESTMENTS, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 13th day of September, 1985.

James R. Hough
NOTARY PUBLIC

My Commission Expires:
11/8/87



NORTH CAROLINA GUILFORD COUNTY

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CERTIFICATE OF Robin C. Arnold
James R. Hough

1.4 3 4 5.6

NOTARY (NOTARIES) PUBLIC IS (ARE) CERTIFIED TO BE CORRECT.

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY NC

SEP 17 1985
K. F. PATSEAVOURAS, REGISTER OF DEEDS
Marcelle F. Lawler

SEP 17 1985

Section Six. "Declarant" shall mean and refer to Irving-Preferred, its successors and assigns, if such successors or assigns would acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III

PROPERTY RIGHTS

Section One. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association to limit the number of guests of Members;

(e) the right of the Association to adopt, publish and enforce rules and regulations as provided in Article XI.

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

hibit A attached hereto and incorporated herein by reference. Phase is the first of a series of several phases which the Declarant proposes to create, each of which will be located within said property described on Exhibit B. The Declarant hereby subjects the property, more particularly described on Exhibit A attached hereto and incorporated herein by reference, to this Declarant and the jurisdiction of the Association.

Section Two. The Declarant hereby reserves the right to subject other real property to the Restrictions in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Each additional parcel or tract of land, with the improvements thereon or to be placed thereon, which is subjected to this Declaration shall be designated consecutively as "Irving Park Village Townhouses, Phase II"; and such similar designation for each phase.

ARTICLE II

DEFINITIONS

Section One. "Association" shall mean and refer to Irving Park Village Townhouse Association, Inc., its successors and assigns.

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

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

Section Four. "Common Area(s)" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of the Declaration. Common Areas shall be defined and bounded on the plat(s) of Irving Park Village Townhouses and amendments thereof and designated thereon as "Common Areas" or "Common Open Space". Common Areas in each phase shall be conveyed to the Association free and clear of encumbrances prior to deeding the first Lot in the phase.

Section Five. "Lot" 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 and shall include all improvements thereon.

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Section Three. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except utility and storm drainage easements.

Section Four. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats or trailers owned or leased by any Owner, tenant, family or guest of Owner shall be parked within the right of way of any public street in Irving Park Village Townhouses.

Section Five. TV Antennas and Cablevision. The Association may provide one or more central television antennas for the convenience of the Members and may supply cablevision and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas on individual Lots.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section One. Every Owner of a Lot which is subject to assessment 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 Two. 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 (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(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.

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(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A Members on account of the development of such additional lands by the Declarant, as provided for in Article IX, Section Two, below, or;

(b) on December 1, 1989.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. 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 assessments 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 in which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Common Areas, including the maintenance, repair and reconstruction or private streets, driveways, walks and parking areas situated on the Common Area, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance and for the exterior maintenance of the residences situated upon the Properties as hereinafter provided or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary,

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the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible, and such other needs as may arise.

Section Three. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

Section Four. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be FIFTY AND NO/100 (\$50.00) DOLLARS per Lot.

(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 without a vote of membership by up to ten percent (10%) of the previous year assessment.

(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 the increase permitted in Section Four(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section Five. 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 upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section Six. Notice and Quorum for any Action Authorized Under Sections Four and Five. Written notice of any meeting called for the purpose of taking any action authorized under Section Four or Five shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section Seven. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

Section Eight. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, 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 Nine. 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 highest rate permitted by law on the date the assessment became due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section Ten. 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 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 mortgage or tax foreclosure or any proceeding in lieu thereof, 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 such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section Eleven. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section Twelve. Working Capital Fund. At the time of closing of the sale of each unit a sum equal to at least two months assessment for each unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint and/or stain the exterior of the townhouses, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may undertake any required maintenance and add the cost thereof to the assessment against such Owner's Lot. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future Members of the Association, the developers wish to make it known that due to differing amounts of exposure to the elements and other factors, some dwellings may require more maintenance than others and that it is in the best interest of the entire Association that all units be properly maintained and that the Association shall be required to provide such maintenance provided for herein and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

ARTICLE VII

PARTY WALLS

Section One. General Rules of Law to Apply. Each wall is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support, below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section Two. 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 Three. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners hereafter 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 Four. Easement and Right to Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of another Owner to the extent necessary to perform repair, maintenance or reconstruction of a party wall. Such repair, maintenance or reconstruction shall be done

editiously. 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 Five. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and repairing all damage resulting from such exposure.

Section Six. 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 Seven. Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property Owner has a right of contribution as provided in this Article VI, request of the adjoining property Owner or property Owners a certificate that no contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request 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 Eight. Arbitration. In the event of any dispute arising concerning party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, signs, 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 Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall not be required and this Article will be deemed to have been fully complied with.

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ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

Section One. Annexation of additional property, except as provided in Section Two of this Article IX, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section Two. If within seven (7) years of the date of incorporation of this Association, the Declarant should develop additional land within the property described in Exhibit B as hereinabove provided in Article I, such land may be annexed by the Declarant in the manner provided in Article I without the consent of Members provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore provided by them.

Section Three. Annexation of additional Properties shall be accomplished by recording in the County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section Two above (and by the Association if pursuant to Section One above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except the City of Greensboro if required by its ordinances.

Section Four. Subsequent to recordation of the Declaration of

Annexation by the Declarant, the Declarant shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common Area is developed.

ARTICLE X

INSURANCE

Section One. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the Properties shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(b) Coverage. All buildings and improvements upon the land and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land.

(iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by Association and charged to the Owners as an assessment according to the provisions of Article V

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above; provided that premiums on account of hazard insurance coverage for individual Lots shall be apportioned to the individual Owners according to the amounts of the coverage required.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Common Areas and facilities held for the Association.

(ii) Proceeds on account of damage to structures constructed on the Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

Section Two. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

Section Three. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

BX3424 PG2065

ARTICLE XI

USE RESTRICTIONS

Section One. 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 and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

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

Section Three. 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 Four. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section Five. 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 eight hundred (800) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one-story.

ARTICLE XII

EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, 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. In addition, there is hereby reserved

the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

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

ARTICLE XIII

GENERAL PROVISIONS

Section One. Enforcement. The Association, or any Owner, shall have the right to enforce, by a 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 Two. 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 Three. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section Four. Management and Contract Rights of Association. Declarant shall enter into a contract with a Management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by Declarant to the Association.

BK3424 PG2067

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

Section Six. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representation to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

ARTICLE XIV

ELECTRICAL SERVICE

Declarant reserves the right to subject the above-described Property to a contract with Duke Power Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Duke Power Company by the Owner of each Lot within said Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

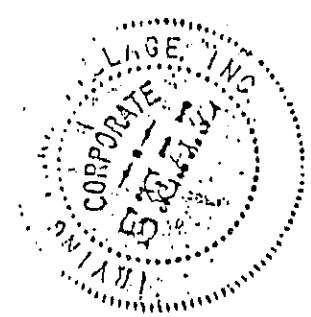
IRVING-PREFERRED, a North Carolina Joint Venture
between Irving Park Village, Inc. and Preferred
Investments, Inc., both of which are North
Carolina corporations, by

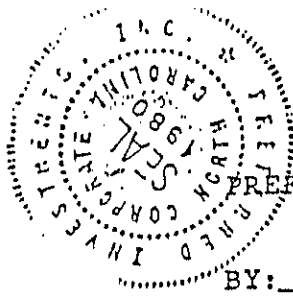
IRVING PARK VILLAGE, INC.

BY: [Signature]
President

ATTEST:

[Signature]
Secretary





PREFERRED INVESTMENTS, INC.

BY: William J. Gosh
Sr. Vice President

ATTEST:

Carol P. Coble
Asst. Secretary

STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Robert F. Simpson personally came before me this day and acknowledged that he is the Secretary of IRVING PARK VILLAGE, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this the 7th day of January, 1985.

John J. Brody
NOTARY PUBLIC
JOHN J. BRODY
NOTARY PUBLIC
GUILFORD COUNTY, N. C.
Commission Expires JUNE 7, 1985

My Commission Expires:
JUNE 7, 1985

STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Carol P. Coble personally came before me this day and acknowledged that she is the Asst. Secretary of PREFERRED INVESTMENTS, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its Sr. Vice President, sealed with its corporate seal, and attested by himself as its Asst. Secretary.

WITNESS my hand and notarial seal, this the 7 day of January, 1985.

Notary Seal
NOTARY PUBLIC
Commission Expires:
NOV 29 1986

L. Miserlune
NOTARY PUBLIC

BX3424 PG2069

110341

RECORDED
KAY F. PATSEAYOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC

JAN 10 10 31 AM '85

K

NORTH CAROLINA - GUILFORD

John J. Brody
The *John J. Brody* Certificat^s of
Kay F. Patseavouras
A Notary (Notaries) Public is
(are) certified to be correct.

JAN 10 1985

This *Kay F. Patseavouras* Register of Deeds

Alex B. Sullivan
t/Depdy, Register of Deeds

BX3424 PG2070

EXHIBIT "A"

Morehead Township, Guilford County, North Carolina:

BEGINNING at an iron pipe situate in the South line of Pisgah Church Road (100-ft right of way), corner with Gladys Farlowe; and running thence along the South line of Pisgah Church Road, North $60^{\circ}57'50''$ East 233.94 feet to an iron pipe; thence South $29^{\circ}02'10''$ East 147 feet to an iron pipe; thence South $37^{\circ}02'10''$ East 188.28 feet to an iron pipe; thence South $52^{\circ}57'50''$ West 146.47 feet to an iron pipe; thence South $81^{\circ}16'10''$ West 230.74 feet to an iron pipe in the line of Gladys Farlowe; thence along Gladys Farlowe's line North $08^{\circ}43'50''$ West 291.90 feet to the BEGINNING, containing 2.24 acres, more or less, and being Phase I, Irving Park Village Townhouses, as shown on survey by Hugh Creed Associates, dated 12/6/84.

BK3424 PG207 |

EXHIBIT "B"

BEGINNING at an iron pipe situate in the South line of Pisgah Church Road (100-ft. right of way), corner with Gladys Farlowe; and running thence along the South line of Pisgah Church Road, North $60^{\circ}57'50''$ East 1,317.36 feet to an iron pipe, corner with William J. Mills; thence along Mills' line South $29^{\circ}01'55''$ East 664.45 feet to an iron pipe; thence continuing along Mills' line South $86^{\circ}42'15''$ East 75.87 feet to an iron pipe; thence continuing with Mills' line South $86^{\circ}43'05''$ East 310.56 feet to a stone monument, corner with Donald Latham Subdivision; thence along the Donald Latham Subdivision line South $02^{\circ}13'28''$ West 411.95 feet to a stone monument, corner with Cone Mills; thence along the Cone Mills' line South $71^{\circ}00'51''$ West 562.69 feet to a stone monument; thence continuing along Cone Mills' line North $82^{\circ}23'35''$ West 1,263 feet to an iron pipe, corner with Gladys Farlowe; thence along Gladys Farlowe's line North $08^{\circ}43'50''$ West 395.80 feet to the BEGINNING; containing 31.13 acres, more or less, as shown on survey by Hugh Creed Associates, dated 12/14/83.

BK3424 PG2072

Mail to

Dees, Johnson, Terl, Ellis & Tedder, Attys,
P. O. Box 3344
Greensboro, N. C. 27402

MAILED DE
Tetter 140

FIRST AMENDMENT

555-14-9499 #00007.00 DD

TO

555-14-9499 #00001.00 FE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

IRVING PARK VILLAGE TOWNHOUSES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this the 11 day of January, 1985, between IRVING-PREFERRED, a North Carolina joint venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, (hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

W I T N E S S E T H:

WHEREAS, Declarant heretofore subjected the property known as IRVING PARK VILLAGE TOWNHOUSES situated in the City of Greensboro, Guilford County, North Carolina, to the Declaration of Covenants, Conditions and Restrictions as recorded in Book 3424, Page 2050, in the Office of the Register of Deeds of Guilford County, North Carolina; and

WHEREAS, Declarant continues to be the sole owner of said property; and

WHEREAS, Declarant now desires to amend said Declaration of Covenants, Conditions and Restrictions, to change the insurance requirements provided for in ARTICLE X.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby amends said Declaration of Covenants, Conditions and Restrictions, by deleting ARTICLE X in its entirety and inserting in lieu thereof the following:

ARTICLE X

INSURANCE

Section One. Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include

an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

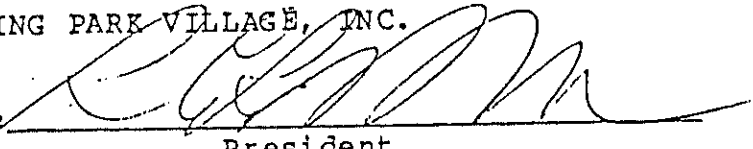
Section Two. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

Except as hereby amended, the terms of the Declaration of Covenants, Conditions and Restrictions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this First Amendment to Declaration to be executed the day and year first above written.

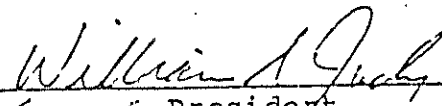
IRVING-PREFERRED, a North Carolina Joint Venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, by


IRVING PARK VILLAGE, INC.

BY: 
President


Secretary

PREFERRED INVESTMENTS, INC.

BY: 
President


Secretary

BX3425 PG0655

STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Robert J. Murphy personally came before me this day and acknowledged that he is the Secretary of IRVING PARK VILLAGE, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Notary.

WITNESS my hand and notarial seal, this the 11th day of January, 1985.

BERRY T. DENBY
NOTARY PUBLIC
GUILFORD COUNTY, N.C.

Berry T. Denby
NOTARY PUBLIC

My Commission Expires: ~~_____~~

May 30, 1989

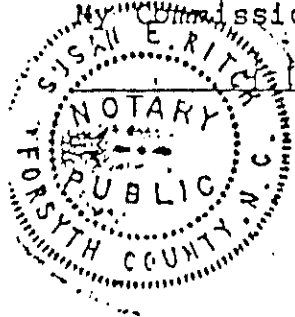
STATE OF NORTH CAROLINA -- ^{Forsyth} GUILFORD COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Carol P. Coble personally came before me this day and acknowledged that he is the Asst Secretary of PREFERRED INVESTMENTS, INC. and that, by authority duly given and as the act of the Corporation as a joint venturer of IRVING-PREFERRED, the foregoing instrument was signed in its name by its S. Vice President, sealed with its corporate seal, and attested by himself as its Asst Secretary.

WITNESS my hand and notarial seal, this the 14th day of January, 1985.

Susan E. Ritch (Wax)
NOTARY PUBLIC

My Commission Expires: _____



110727

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC

JAN 14 3 24 PM '85

NORTH CAROLINA - GUILFORD
The certificate(s) of
Berry T. Denby
Susan E. Ritch (Wax)
A Notary (Notaries) Public is
(are) certified to be correct.
This JAN 14 1985
Kay F. Patsevouras, Register of Deeds
Allen D. Dineen
Deputy, Register of Deeds

Mail To:

Dees, Giles, Tedder, Tate & Wa.)

P. O. Box 3344
Greensboro, N.C. 27402

Dee

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

555 17 9083 00007.00 DB

IRVING PARK VILLAGE TOWNHOUSES

555 17 9083 00001.00 FE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this the 13th day of September, 1985, between IRVING-PREFERRED, a North Carolina joint venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, (hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Morehead Township in the County of Guilford, State of North Carolina;

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the described property and for the continued maintenance and operation of such recreational and common areas; and

WHEREAS, Declarant caused to be filed Declaration of Covenants, Conditions and Restrictions on Phase I, Irving Park Village Townhouses as recorded in Book 3424, Page 2050, as amended by First Amendment recorded in Book 3425, Page 654 in the Office of the Register of Deeds of Guilford County, North Carolina and desires to subject Phase II, Irving Park Village Townhouses to these same Covenants, Conditions and Restriction.

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to all of the Covenants, Conditions and Restrictions as recorded in Book 3424, Page 2050, as amended by First Amendment recorded in Book 3425, Page 654, in the Office of the Register of Deeds of Guilford County, North Carolina, as if fully set out herein.

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Guilford County, North Carolina, as more particularly described as follows:

ALL of that certain parcel of land shown on plat entitled "Phase II, Irving Park Village Townhouses", as recorded Plat Book 78, Page 125, in the Office of the Register of Deeds of Guilford County, North Carolina.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

IRVING-PREFERRED, a North Carolina Joint Venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, by

IRVING PARK VILLAGE, INC.

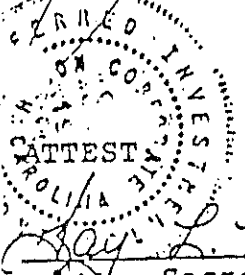
BY: [Signature]
President

Secretary

PREFERRED INVESTMENTS, INC.

BY: [Signature]
Vice President

Secretary



BK3461 PGO143

TABLE OF CONTENTS

ARTICLE I	PROPERTIES SUBJECT TO THIS DECLARATION	1
ARTICLE II	DEFINITIONS	2
ARTICLE III	PROPERTY RIGHTS	
	1. Owner's Easements of Enjoyment	3
	2. Delegation of Use	3
	3. Title to the Common Area	4
	4. Parking Rights	4
	5. TV Antennas and Cablevision	4
ARTICLE IV	MEMBERSHIP AND VOTING RIGHTS	4
ARTICLE V	COVENANT FOR MAINTENANCE ASSESSMENTS	5
	1. Creation of the Lien and Personal Obligation of Assessments	5
	2. Purpose of Assessments	5
	3. Reserves	6
	4. Maximum Annual Assessment	6
	5. Special Assessments for Capital Improvements	6
	6. Notice and Quorum for any Action Authorized Under Section 4 & 5	7
	7. Uniform Rate of Assessment	7
	8. Date of Commencement of Annual Assessments: Due Dates	7
	9. Effect of Nonpayment of Assessments: Remedies of the Association	7
	10. Subordination of the Lien to Mortgages and Ad Valorem Taxes	7
	11. Exempt Property	8
	12. Working Capital Funds	8
ARTICLE VI,	EXTERIOR MAINTENANCE	8
ARTICLE VII	PARTY WALLS	9
	1. General Rules of Law to Apply	9
	2. Sharing of Repair and Maintenance	9
	3. Destruction by Fire or Other Casualty	9
	4. Easement and Right of Entry for Repair, Maintenance and Re-Construction	9
	5. Weatherproofing	10

	6.	Right to Contribute Runs with Land	10
	7.	Certification by Adjoining Property Owner That No Contribution is Due	10
	8.	Arbitration	10
ARTICLE VIII		ARCHITECTURAL CONTROL	10
ARTICLE IX		ANNEXATION OF ADDITIONAL PROPERTIES	11
ARTICLE X		INSURANCE	12
	1.	Insurance Coverage	
	a.	Ownership of Policies	12
	b.	Coverage	12
	c.	Liability	12
	d.	Premiums	12
	e.	Proceeds	13
	2.	Distribution of Insurance Proceeds	
	a.	Expense of the Trust	13
	b.	Reconstruction or Repair	13
	3.	Fidelity Insurance or Bond	13
ARTICLE XI		USE RESTRICTIONS	14
	1.	Rules and Regulations	14
	2.	Use of Properties	14
	3.	Quiet Enjoyment	14
	4.	Animals	14
	5.	Dwelling Specifications	14
ARTICLE XII		EASEMENTS	14
ARTICLE XIII		GENERAL PROVISIONS	15
	1.	Enforcement	15
	2.	Severability	15
	3.	Amendment	15
	4.	Management	16
	5.	FHA/VA Approval	16
	6.	Rights of Noteholders	16
ARTICLE XIV		ELECTRICAL SERVICE	16

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

IRVING PARK VILLAGE TOWNHOUSES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this the 7th day of January, 1985, between IRVING-PREFERRED, a North Carolina joint venture between Irving Park Village, Inc. and Preferred Investments, Inc., both of which are North Carolina corporations, (hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Morehead Township in the County of Guilford, State of North Carolina;

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the described property and for the continued maintenance and operation of such recreational and common areas.

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Guilford County, North Carolina, as more particularly described on

BX3424 PG2053

Section Six. "Declarant" shall mean and refer to Irving-Preferred, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III

PROPERTY RIGHTS

Section One. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association to limit the number of guests of Members;

(e) the right of the Association to adopt, publish and enforce rules and regulations as provided in Article XI.

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

convertible into stock of any class, whatsoever, whether now or hereafter authorized and whether issued for cash, property, services, by way of dividends, or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand this the 13th day of December 1983.

John J. Brody
JOHN J. BRODY

(SEAL)

STATE OF NORTH CAROLINA -- COUNTY OF GUILFORD

I, Liane H. Buchanan, a Notary Public of said county and state, do hereby certify that JOHN J. BRODY, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 13th day of December, 1983.

Liane H. Buchanan
NOTARY PUBLIC

My Commission Expires:

6-8-85

LIANE H. BUCHANAN
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires June 8, 1985

OK3330 PG0475

TO BE
PICKED UP

Tedder

110341

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC

JAN 10 10 31 AM '85

IRVING PARK VILLAGE TOWNHOUSES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

555 10 9113 000037.00 DO

555 10 9113 000001.00 FC

Prepared by:

DEES, JOHNSON, TART, GILES & TEDDER
Suite 625, Wachovia Building
Post Office Box 3344
Greensboro, North Carolina 27402
Telephone: (919) 378-9750

BK3424 PG2050

FILED
 ARTICLES OF INCORPORATION
 OF
 IRVING PARK VILLAGE, INC.

The undersigned, being eighteen years of age or more, do hereby make and acknowledge these Articles of Incorporation for the purpose of forming a business corporation under and by virtue of the laws of the State of North Carolina.

FIRST. The name of the Corporation is:

IRVING PARK VILLAGE, INC.

SECOND. The period of duration of the Corporation is perpetual.

THIRD. The purposes for which this Corporation is organized are:

(a) To engage in the business of general building construction; to develop, operate, lease and manage real estate; to purchase or otherwise acquire, own, mortgage, pledge, lease, sell, assign and otherwise dispose of, invest, trade, develop, broker and deal in real and personal property of every class and description.

(b) To do all and everything necessary, suitable, expedient, or proper for the accomplishment of any of the objects herein enumerated, or incident to the powers herein named, of which at any time appear conducive or expedient for the protection or benefit of the Corporation; either as holder of or as interest in any property or otherwise with all powers now or hereafter conferred by the laws of the State of North Carolina upon corporations of like character.

FOURTH. The aggregate number of shares which the Corporation shall have authority to issue is 100,000 shares with a par value of One Dollar (\$1.00) per share. Such shares may be issued in such classes, series, and with such preferences, limitations, and voting rights as the directors may from time to time determine.

FIFTH. The minimum amount of consideration to be received for its shares and with which this Corporation shall commence business is FIVE HUNDRED DOLLARS (\$500.00).

SIXTH. The address of the initial registered office of the Corporation is 709 South Lindell Road, Greensboro, Guilford County, North Carolina 27403, and the name of the initial registered agent at such address is John J. Brody.

SEVENTH. The initial Board of Directors shall consist of one; and the name and address of the person who is to serve as Director until the first meeting of shareholders, or until successors are elected and qualified is:

John J. Brody

709 South Lindell Road
 Greensboro, N. C. 27403

EIGHTH. The name and address of the Incorporator is:

John J. Brody

709 South Lindell Road
 Greensboro, N. C. 27403

NINTH. No holder of common stock shall as such holder have any preemptive right in, or preemptive right to subscribe to any part of any new or additional issue of stock or securities

State of North Carolina



Department
of the
Secretary of State

111 PG
PICKED UP

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of
North Carolina, do hereby certify the following and
hereto attached (2 sheets) to be a true copy of

ARTICLES OF INCORPORATION

OF

65832

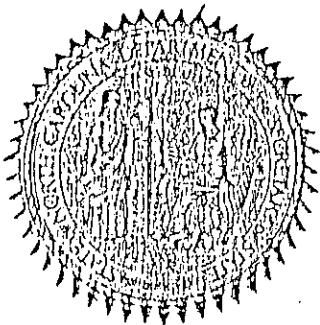
IRVING PARK VILLAGE, INC.

555#27#5291 #00008.50 CP

and the probates thereon, the original of which was
filed in this office on the 19th day of December 19₈₃,
after having been found to conform to law.

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

Done in Office, at Raleigh, this 19th day
of December in the year of our Lord 19₈₃.



RECORDED
KAY F. PATSEA-GOURAS
REGISTRAR OF DEEDS
GUILFORD COUNTY, N. C.

DEC 27 3 45 PM '83

Thad Eure
Secretary of State

[Signature]
Deputy Secretary of State

BK3338 100473

FILE TO CONTAINER