



PRESENTED
FOR
REGISTRATION

BOOK 2825 PAGE 335

APR 23 4 07 PM '80

NORTH CAROLINA

WAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LINCOLN VILLAS,
PHASE 1-A, BOOK OF MAPS 1979, PAGE 1027,
WAKE COUNTY REGISTRY.

THIS DECLARATION, made on the date hereinafter set forth, by LINCOLN DEVELOPERS OF RALEIGH, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Raleigh Township, County of Wake, State of North Carolina, which is more particularly described as:

BEGINNING at a point in the southern edge of the right of way of Spring Forest Road, said point being located South 80° 35' 00" West 360.70 feet, as measured along the southern edge of the right of way of Spring Forest Road, from the point where the southern right of way line of Spring Forest Road begins to curve into the western right of way line of Hollenden Drive, runs thence South 9° 25' 00" East 33.67 feet to a point; thence South 80° 35' 00" West 7.50 feet to a point; thence South 9° 25' 00" East 73.50 feet to a point; thence North 80° 35' 00" East 7.50 feet to a point; thence South 9° 25' 00" East 50.33 feet to a point; thence North 86° 33' 08" East 74.97 feet to a point; thence South 3° 26' 52" East 150.00 feet to a point; thence South 12° 27' 37" West 139.10 feet to a point; thence North 77° 32' 23" West 76.00 feet to a point; thence South 17° 37' 50" West 131.05 feet to a point; thence North 89° 52' 22" West 186.12 feet to a point; thence North 01° 24' 53" West 5.70 feet to a point; thence South 88° 35' 07" West 73.50 feet to a point; thence South 1° 24' 53" East 3.72 feet to a point; thence North 89° 52' 22" West 16.34 feet to a point; thence North 01° 24' 53" West 166.56 feet to a point; thence North 88° 35' 07" East 70.52 feet to a point; thence North 02° 53' 42" East 45.76 feet to a point; thence North 06° 52' 54" East 27.81 feet to a point; thence North 45° 49' 52" East 181.05 feet to a point; thence North 86° 33' 08" East 73.50 feet to a point; thence North 02° 05' 02" East 67.27 feet to a point; thence North 09° 25' 00" West 103.82 feet to a point in the southern edge of the right of way of Spring Forest Road; runs thence along the southern edge of the right of way of Spring Forest Road North 82° 28' 10" East 20.01 feet to a point; continuing thence along the southern edge of the right of way of Spring Forest Road North 80° 35' 00" East 30.00 feet to the point of Beginning, containing 2.857 acres, according to plat of survey entitled "Lincoln Villas, Lincoln Developers of Raleigh, Inc., Raleigh, Wake Co., N.C., Phase 1-A", recorded in Book of Maps 1979, Page 1027, Wake County Registry.

AND WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, and charges as herein-after set forth;

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Lincoln Villas Home-owners Association, Inc., its successors and assigns.

Section 2. "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 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association.

Section 4. "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.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Lincoln Developers of Raleigh, Inc., and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes 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 30 days nor more than 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 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 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 2. If, within ten years of the date of incorporation of this Association, the Declarant should develop additional lands within the boundaries shown on the general plan of Lincoln Villas heretofore submitted to the Veterans Administration (the 23.4457-acre tract shown on map recorded in Book of Maps 1979, Page 458, Wake County Registry), such additional lands may be annexed to said properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Veterans Administration with the processing papers for Phase One. Detailed plans for the development of additional lands must be submitted to the Veterans Administration prior to such development. If the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and the Declarant, the development of additional lands must have the assent of two-thirds (2/3) of the Class A membership 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 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A 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 any such 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 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP

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

ARTICLE IV

VOTING RIGHTS

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

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

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

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article II, Section 2 above.

(b) on January 1, 1988.

Section 2. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and according to the provisions of Article V, Section 1(d).

ARTICLE V

PROPERTY RIGHTS

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

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

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

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the homeowners hereunder;

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

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and

(f) The right of the individual members to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, 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.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except street rights of way, easements for driveways, walkways, parking, drainage, and utility easements prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two 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 shall permanently assign one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers, and other such items on the Common Area. Boats, campers, trailers, and commercial vehicles shall be parked only in the Common Area in spaces designated by the Homeowners Association.

Section 5. TV Antennas, Cablevision, and Piped-In Music. The Association may, in its discretion, provide one or more central television antennas for the convenience of the members and may supply piped-in music and/or 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 VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established, and collected from time to time as hereinafter provided. All assessments relating to Common Areas and the maintenance of the exterior shall be shared equally by the owners of each Lot. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of the Properties, recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of those homes situated upon the Properties. The Homeowners Association shall be responsible for the payment of premiums for liability insurance, payment of local ad valorem taxes on common areas, payment of assessments for public and private capital improvements made to or for the benefit of the Common Areas and maintenance of recreational and other facilities located on the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. Until December 31, 1980, the maximum annual assessment shall be Two Hundred Eighty Two Dollars (\$282.00) per Lot.

(a) From and after December 31, 1980, the maximum annual assessments may be increased effective January 1 of each year without a vote of the membership, provided the increase is not more than five percent (5%) above the maximum assessment for the previous year.

(b) From and after December 31, 1980, the maximum annual assessments may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose.

(c) After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximums.

(d) So long as Declarant owns a Lot that is not occupied, it may pay twenty-five percent (25%) of the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Except as provided in Section 3(d) above, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Special assessments shall be fixed in the same manner except Declarant shall not be entitled to a reduction in amount.

Section 6. Quorum for any Action Authorized Under Section 4. At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at any such 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in Use on the first day of the month following the conveyance of the Common Areas. The

first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been made.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Responsibility for Maintenance. The maintenance responsibility of the private streets and driveways as shown on the aforesaid recorded map shall rest with the Homeowners Association. In no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police, or other public service to the property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, Homeowners Association, or occupants.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties 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 in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The owner of any Lot may construct, reconstruct, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction.

Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

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

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

Section 7. Certification 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 VII, request of the adjoining property owner or property owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided however that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, 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, 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 will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

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, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.~~ Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. 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 revoke the owner's maintenance rights for a period not to exceed one year. The owner of a Lot shall not plant any vegetation in the front yard except with the prior written approval of the Association.

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, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

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

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

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

ARTICLE XI

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 lines 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.

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 fireplaces, overhanging eaves, gutters, and downspouts and walls.

An easement is hereby established for the benefit of the City of Raleigh over all Common Areas hereby or hereafter established for the setting, removal, and reading of water meters, the maintenance and replacement of water, sewer and drainage facilities, the fighting of fires and collection of garbage.

ARTICLE XII

GENERAL PROVISIONS

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

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

Section 3. Mandatory Membership. Membership in the Homeowners Association shall be mandatory for each original purchaser and each successive purchaser of a residential site.

Section 4. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than the Owners of ninety percent (90%) of the lots, and thereafter by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots. Amendments shall not become effective until approved by the City of Raleigh or until the City of Raleigh, after twenty (20) days notice, fails to comment on the amendment.

Section 5. If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined.)

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,

CONDITIONS AND RESTRICTIONS OF LINCOLN VILLAS

By authority of its Board of Directors, Lincoln Villas Homeowners Association, Inc., hereby certifies that the foregoing instrument has been duly executed by the Owners of _____ percent of the Lots of Lincoln Villas and is, therefore, a valid amendment to the existing covenants, conditions, and restrictions of Lincoln Villas.

LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
President

ATTEST:

Secretary

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wake County Registry.

All amendments shall be effective from the date of recordation in the Wake County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of this Association. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Board of Directors, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Lincoln Villas.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 7. VA/FHA/FNMA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Veterans Administration,

Federal Housing Administration, and the Federal National Mortgage Association: annexation of additional properties, dedication of Common Area and the amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 8. Rights of Noteholders. Any institutional holder of a first mortgage on a unit in the project 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, and (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings.

Section 9. Prior Consent of Noteholders. The prior written approval of the institutional holders of first mortgages on sixty percent (60%) of the lots will be required for the following:

- (a) Abandonment or termination of the duties and responsibilities of the Association, or
- (b) Effectuation of any decision by the Association to terminate professional management and assume self-management.

Section 10. Association Management. Any Management Agreement for the Association will be terminable by the Association for cause upon thirty (30) days written notice thereof and the term of such agreement may not exceed one year, renewable by the parties for successive one-year periods.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 13th day of February, 19 80, by authority of its Board of Directors.

LINCOLN DEVELOPERS OF RALEIGH, INC.

By:

President

ATTEST

Secretary



NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do certify that George W. Umholtz
_____ personally came before me this day and acknowledged that
he is _____ Secretary of LINCOLN DEVELOPERS OF RALEIGH, INC., a corpora-
tion, and that by authority duly given and as the act of the corporation, the fore-
going 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 13th day of February,
1980.

My commission expires:

7-2-81

Kaye M. Horton
Notary Public



NORTH CAROLINA - WAKE COUNTY
The foregoing certificate _____ of Kaye M. Horton

Notary(y)(ies) Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and
time and in the book and page shown on the first page hereof.

R. B. MCKENZIE, JR., Register of Deeds
By Mary S. Peoples
Deputy Register of Deeds

BYLAWS
OF
LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Lincoln Villas Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2003 Shelly Road, Raleigh, North Carolina 27612, but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Lincoln Villas Homeowners 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 affecting Property now within the jurisdiction of the Association 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 members of the Association.

Section 4. "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.

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

Section 6. "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 interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Lincoln Developers of Raleigh, Inc., and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "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 Wake County, North Carolina.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. As evidence of each Owner's membership, each Owner shall deliver to the office of the Association a photocopy of the page(s) of his deed(s) which contains the name of the member and the Lot(s) owned by such member.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members

of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number and Qualification. Until Class B shares become Class A shares, the affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. Beginning with the first annual meeting of the members after all Class B shares have been converted to Class A shares, the number of directors shall be increased to nine (9).

Section 2. Election and Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years, and thereafter until their successors are elected and qualified. At the first annual meeting of the members following the date on which all Class B shares are converted to Class A shares, three directors shall be elected to replace the one director whose term expires at that time. This shall be repeated at the next two annual meetings thereafter, whereupon the total number of directors shall be nine. After all Class B shares have been converted to Class A shares, if there is a resignation from the Board of Directors by a director who was elected during the period when there were only three directors, such director shall be replaced by three directors.

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 in the capacity of director. 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

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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 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 VII

NOMINATION AND ELECTION OF DIRECTORS ,

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting 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 nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret 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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) To 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) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors; and
- (d) To employ (or remove from employment) a manager, an independent contractor, or such other employees as they deem necessary, and to describe their duties.

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

- (a) To cause to be kept a complete record of all its acts and corporate affairs and, if requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, to present a statement thereof to the members at the annual meeting of the members or at any special meeting;
- (b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided herein and in the Declaration;

- (1) to fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period, as hereinafter provided in Article XII, and
- (2) to send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period;
- (3) to foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

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

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

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

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

11

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Thursday in the month of January of each year at the hour of 7:30 o'clock, P.M., and at such place as is fixed by the Board of Directors.

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 of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of 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.

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 Bylaws. 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 XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 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 the 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 in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of 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 and all meetings of the members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, promissory notes, mortgages, deeds, and other written instruments and may sign all checks.

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 a 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.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title as a personal obligation unless expressly assumed by them, regardless of the fact that it is a lien on the property purchased.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of the Properties, recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of those homes situated upon the Properties. The Homeowners Association shall be responsible for the payment of premiums for liability insurance, payment of local ad valorem taxes on Common Areas, payment of assessments for public and private capital improvements made to or for the benefit of the Common Areas and maintenance of recreational and other facilities located on the Common Areas.

Section 3. Basis and Maximum of Annual Assessments.

Until December 31, 1980, the maximum annual assessment shall be Two Hundred Eighty Two Dollars (\$282.00) per Lot.

(a) From and after December 31, 1980, the maximum annual assessments may be increased effective January 1 of each year without a vote of the membership, provided the increase is not more than five percent (5%) above the maximum assessment for the previous year.

(b) From and after December 31, 1980, the maximum annual assessments may be increased above five percent (5%) ~~by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose.~~

(c) After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximums.

(d) So long as Declarant owns a Lot that is not occupied, it may pay twenty-five percent (25%) of the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the annual or special meeting setting forth the purpose for which the special assessment will be considered. The amount of the proposed special assessment need not be stated.

Section 5. Uniform Rate of Assessment. Except as provided in Section 3(d) above, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Special assessments shall be fixed in the same manner, except Declarant shall not be entitled to a reduction in amount.

Section 6. Quorum for any Action Authorized Under Section 4. At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the

60%
(60%)
4.

notice requirement set forth in Section 4, and the required quorum at any such 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 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty 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 at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof,

shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to and accepted by a local public authority and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII

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 Bylaws 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 XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.", and in its center the words "Corporate Seal".

ARTICLE XV

AMENDMENTS

Section 1. Any portion or all of these Bylaws may be amended from time to time by a two-thirds (2/3) vote of a quorum of the members of the Board of Directors after 30 days written notice of the proposed change except Articles I and II, Article III, Section 1, Article IV, Article V, Sections 2 and 4, Article XII and Article XIII. These Articles may be amended only by the members at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy, and as long as there is Class B membership, must have the prior approval of the Veterans Administration, Federal Housing Administration, and the Federal National Mortgage Association.

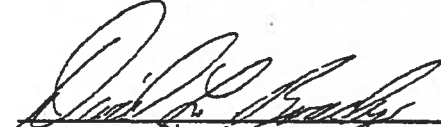
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

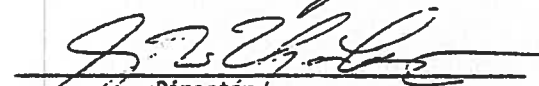
MISCELLANEOUS

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.

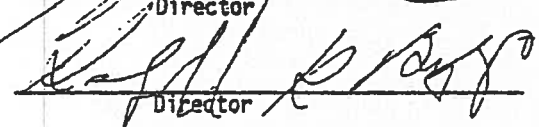
IN WITNESS WHEREOF, we, being all of the directors of the LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 13th day of February, 1980.



Director



Director



Director

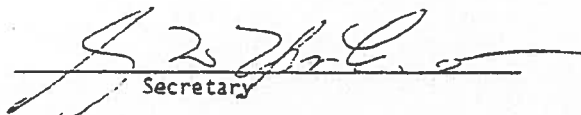
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Lincoln Villas Homeowners Association, Inc., a North Carolina corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 19____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of February, 1980.



Secretary

Nail: SEAY, ROUSE,
SHERILL & JOHNSON, ATTYS.



NO. 2325 art 603

State of North Carolina

Department
of the
Secretary of State

PRESENTED
FOR
REGISTRATION
APR 29 4 00 PM '00
F. J. WATSON, JR.
REGISTER OF DEEDS
HARRIS COURT BLDG.

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

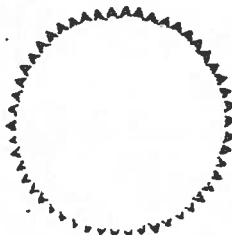
OF

LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 28th day of April, 19 00, 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 28th day of April, in the year of our Lord 19 00.



Secretary of State

By *Charles Smith*
Deputy Secretary of State

FILED

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BOOK 2825 PAGE 604

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REC'D FOR
RECORDING
IN THE
REGISTER

ARTICLES OF INCORPORATION

OF

LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of North Carolina, the undersigned, all of whom are residents of Wake County, North Carolina, and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal and initial registered office of the Association is located at 2003 Shelly Road, Raleigh, Wake County, North Carolina 27612.

ARTICLE III

George W. Umboltz, whose address is 2003 Shelly Road, Raleigh, North Carolina 27612, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property described as:

BEING that certain 23.4457-acre tract as shown on map entitled "Property of North Boulevard Industrial Park, Hesse Township, Wake County, N.C.", dated June, 1979, prepared by Murphy & Hall, P.A., Registered Land Surveyors, and recorded in Book of Maps 1979, Page 458, Wake County Registry, North Carolina.

BOOK 2825 PAGE 605

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

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

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

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

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

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

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the

BOOK 2825 PAGE 606

Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VI
VOTING RIGHTS

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

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

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

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

(b) On January 1, 1988.

Doc 2825 CASE 607

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

ARTICLE VII

BOARD OF DIRECTORS

Until Class B shares become Class A shares, the affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. At the first annual meeting of the members following the date on which all Class B shares are converted to Class A shares, three (3) directors shall be elected to replace the one (1) director whose term expires at that time. This shall be repeated at the next two annual meetings thereafter, whereupon the total number of directors shall be nine (9). After all Class B shares have been converted to Class A shares, if there is a resignation from the Board of Directors by a director who was elected during the period when there were only three (3) directors, such director shall be replaced by three (3) directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
David L. Brady	2003 Shelly Road, Raleigh, N. C. 27612
George W. Usholtz	2003 Shelly Road, Raleigh, N. C. 27612
Ralph K. Boggs	2003 Shelly Road, Raleigh, N. C. 27612

ARTICLE VIII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$30,000.00 while there is a Class B membership, and thereafter shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds

REV 2825 DEC 608

(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 30 days nor more than 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 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 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 thereat.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XI

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XII

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No

NOV 28 25 AM 609

such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale, or transfer.

As to lenders and purchasers for value, the certification by the Secretary of the Association that the required number of members have executed instruments in conformity with this Article, shall be conclusive as to the fact recited by such certification and shall be binding upon the Association and all of its members.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the Association, a dedication of the Common Areas as they then exist for public use for purposes as similar to those to which they were required to be devoted by the Association, shall be offered to the City of Raleigh and the areas thus dedicated shall be conveyed to the City of Raleigh, provided that such dedication shall be subject to the superior right of the owner of each lot to an easement for reasonable ingress and egress between his lot and the public street as well as an easement for a reasonable off-street parking area to accompany his lot; and provided further, that the Association may in its discretion designate the boundaries of said easement for off-street parking and said area for ingress and egress which shall accompany each lot. In the event that the City of Raleigh refuses to accept such dedication and conveyance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This Corporation shall have no capital stock. In the event of dissolution, no member, director, or officer of the Corporation or any private individual shall be entitled to share in the distribution of the assets of this Corporation.

BOOK 2825 PAGE 610

ARTICLE XIV

DURATION

The corporation shall exist perpetually.

ARTICLE XV

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting, shall be given to all members not less than 30 days nor more than 60 days in advance 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 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 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, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Notwithstanding the foregoing, if any action may be taken by Class B members without approval of Class A members, the meeting may be held without notice to Class A members and notice to Class B members may be waived.

ARTICLE XVI

AMENDMENTS

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

ARTICLE XVII

FEMA/FHA/VA APPROVAL

As long as there is a Class B membership the following actions will require the prior approval of the Federal National Mortgage Association, Federal Housing Administration, and the Veterans Administration: annexation of additional properties, mergers, and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of these Articles.

NOV 28 25 1961

ARTICLE XVIII
INCORPORATOR

Name

Address

W. E. Rouse, Jr.

3620 Six Forks Road, Raleigh, N. C. 27609.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of North Carolina, I, the undersigned, being the incorporator of this Association, have executed these Articles of Incorporation this 13th day of February, 1960.

W. E. Rouse, Jr.
W. E. Rouse, Jr.

(SEAL)

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do certify that W. E. Rouse, Jr., personally came before me this day and acknowledged the due execution of the foregoing instrument.

IN WITNESS by hand and notarial seal, this 13th day of February, 1960.

My commission expires:

7-2-61

Kay M. Horton
Notary Public



LINCOLN VILLAS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

1. **General:** The following rules and regulations are designed to make living at Lincoln Villas pleasant and comfortable for each member of the association. The restrictions which are imposed upon the members are for the mutual benefit of all. The cooperation and consideration of each member is vital.
 2. **Dues:** Homeowners dues are due and payable between the first and last day of each month. Homeowners in arrears for one or more months will be charged a \$20.00 monthly late fee each month that they are delinquent. Homeowners who are consistently delinquent, requiring extra notifications, will forfeit the privilege of paying the dues monthly. The delinquent party may be required to pay all of the current years dues in advance. This will be pursued legally with the addition of late fees, as applicable, plus six percent interest on the unpaid balance, plus any and all Attorney fees and court costs.
 3. **Alterations:** Prior to any exterior alterations or additions (including grounds), a request must be submitted in writing to the board of directors for approval. The board, at its sole discretion, may or may not approve any changes. A written reply to any request will be made within thirty days after a board meeting. Any unauthorized alterations or additions are subject to removal at the homeowners expense and at the boards discretion.
 4. **Doors:** Storm doors must be the full view type. They can have an inter-changeable screen and must be trimmed in white. The maintenance and repair of storm doors is the responsibility of the owner. Each homeowner is responsible for the upkeep, painting and replacement of all outside doors, this includes townhouse and storage room doors. You are to keep your outside doors in good condition and appearance. Replacement doors shall be the same kind. The four colors of paint approved for doors are available from Sherwin Williams Paint Co.
 5. **Parking:** For the convenience of each member, two parking spaces have been provided for each residential unit which are on a first come first serve basis. Please use some common sense about parking. When you can, please park in front of your unit, and not in front of someone else's home. If you own more than two vehicles per household, they must be parked elsewhere. (Not in the residential spaces) If more than two vehicles are parked on the property, the excess vehicles will be towed at the owner's expense. Please ask visitors to park away from the buildings and not in someone else's space. Parking is not allowed on the grass, in medians, or along throughways. All vehicles parked on the Lincoln villas property must be in operating condition both legally and mechanically, IE. Current license plates and Inspection sticker, no flat tires, etc. Any vehicle not in operating condition will be towed at the owners expense after ten (10) days written notification. Recreation vehicles and Commercial vehicles including, but not limited to boats, trailers, jet skis, campers, motorcycle trailers, and all towed vehicles are not allowed to be parked on the Lincoln Villas Property and will be towed and stored at the owner's expense.
 6. **Automobile Repairs.** Minor vehicle repairs (tire changing, spark plug replacement etc.) are allowed; however, oil changing & major repairs (engine overhaul, transmission repair, brake replacement, rear end repairs, etc.) are not allowed. Any damage to the parking lot or any common area will be the sole responsibility of the homeowner. Vehicles are not allowed to be left on jacks or blocks.
 7. **Speed Limit:** For safety reasons, the speed limit on any street within Lincoln villas shall be ten miles per hour. Special attention should be exercised when driving within the community to insure the safety of all residents.
 9. **Firewood:** Firewood must be kept within the patio area, but not directly next to fences (termite hazard). Please do not stack firewood on the grass as it will be in the way of grounds maintenance.
 10. **Damage:** Any damage to the exterior of any building, fence, or common property, including grounds, shall be charged to the responsible party. Breakage or maintenance of exterior glass, screens, doors, door casings, door sills, window casings, window sills, locks, and hose faucets are the responsibility of the homeowner. The association is responsible for the repair and maintenance of roof shingle repairs & replacement when needed as well as the repair of roof leaks. Any interior damage as a result of an exterior leak is the sole responsibility of the homeowner (IE. Water damage to sheetrock or carpet). It is also the homeowner's responsibility to report any maintenance problems or roof leaks as soon as possible to the board and/or management company.
 11. **Windows:** All windows are required to have proper coverings, either blinds, shades or curtains with light colored backing.
 12. **Insurance:** The Homeowners Association does not provides insurance for the residential units. It is recommended that each owner, at his expense, secure and maintain in full force and effect one or more insurance policies insuring his lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. It is also suggested that the owner, at his expense, secure and maintain in full force and effect, comprehensive general liability insurance for damage or injury to person or property of others occurring on his lot. Any damage to any unit that would be covered under a standard "Extended Coverage" insurance policy such as wind, hail, vandalism, malicious mischief, and lightning, etc., shall be the responsibility of the owner.
- Renters:** All renters must comply with the rules, regulations, and by-laws of the association and should be properly informed of these responsibilities by the owner of the unit. Any damage done by the renters shall be charged to the respective unit homeowner.

14. **HVAC, Electrical, & Plumbing:** All heating, air conditioning, electrical, & plumbing apparatuses are the responsibility of the owner. Window air conditioners are not allowed. Maintenance and repair of water lines from the water meter to the residence, including the lines under and in the house are the owner's responsibility. Maintenance and repair of sewer lines from the main sewer line to the house, including the lines under and in the residence are the owners responsibility.
15. **Noise:** Being thoughtful of one's neighbors is especially important in a community such as Lincoln villas. Loud noises from televisions, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided at all times, and especially between the hours of 10:30pm and 8am. If a homeowner should be disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbance is a recurring one, the homeowner should notify the local police. The homeowner should notify the management office on the next business day.
16. **Toys:** Bicycles, skateboards, and so forth should not be left in the common areas or in the way of grounds maintenance.
17. **Children:** Children are not allowed to play in the streets or parking lots due to the imminent danger.
18. **Pets:** Dogs, cats, and other domestic pets are allowed, provided that they do not disturb or annoy residents or guests. Any inconvenience, damage, excrement or unpleasantness caused by any pet shall be the sole responsibility of its owner. The City of Raleigh requires a pooper scooper to remove and dispose of pet excrement properly. All pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free (City of Raleigh leash law) or otherwise interfere with the comfort and convenience of any resident or their guest. Animals are not allowed to be restrained in any common area with chains, ropes, or runs, etc. Animal houses, cages, etc. are not allowed in common areas. If there is a problem with a pet running free, the Raleigh Humane Officer should be summoned. (Dial 911)
19. **Mailboxes:** Federal law prohibits any unauthorized entry of mailboxes. Any person in violation will be reported to the federal postal authorities.
20. **Operating Business:** Lincoln Villas is zoned for residential use only. No type of business is allowed to operate on these premises.
21. **For Sale/Rent Signs:** All signs must be located directly in front of the townhouse involved. Only one sign per unit is allowed. The only exception to this is in the event of an "open house." In this case, a directional sign may be placed in the entrance area for a maximum of three days.
22. **Hazards:** The discharge of firearms, fireworks, or any other noise making device is not permitted at any time within the boundaries of the Lincoln villas community.
23. **Common Areas:** Every homeowner should protect his interest in the common areas. Please do not abuse these areas by way of littering or in any way restricting the enjoyment of these areas. Planting or placing anything in the common areas without permission from the Board is prohibited.
24. **Clothes Lines:** Outside clothes lines are not allowed.
25. **Exterior Antennas:** The only outside antenna that is allowed is the mini satellite-tv dishes ie. Primestar & DSS. Before installation, they must be approved by the Board. Please call management office for requirements and guidelines.
26. **Deck/Patio or Building Repair:** Should any deck/patio, storage building, or other part of the property need repairing/replacing, and any building equipment (vac, plumbing lines & equipment, electrical meters, lines, & equipment, gas meters, lines & equipment, cable tv lines & equipment, phone lines & equipment, etc.) is in the way or otherwise hindering the said repair/replacement, it will be the sole responsibility of the owner to move/ remove the building equipment and personal property in order that the repairs/ replacements can be implemented. It is also the owner's responsibility to reinstall the building equipment after the repairs/ replacements are completed.
27. **Patio Areas:** Patio areas must be kept neat and clean at all times. Any homeowner who fails to keep a neat and orderly patio will be notified. If the patio is not neat and clean after 10 days, the patio will be cleaned at the owner's expense. Indoor furniture is not allowed to be kept on the patios. The patio areas are not allowed to be used for storage. The Board, at it's sole discretion, may fine the violator.
28. **Garbage Collection:** Trash collection is provided by the City of Raleigh. The City will provide each townhome with a rolling garbage can. Each can shall be stored in the patio area in the front or rear of the home. All garbage for each unit shall be placed in that unit's can and rolled to the curb on the day designated by the City as garbage pickup day. Once the garbage has been picked up, owners must return their individual cans to the front or rear patio area by sunset the day after the garbage has been picked up. Failure by an owner to return their garbage can to the patio area may result in a daily fine until the can is placed back in the rear of the home. Trash cans are not allowed to be kept in the front or on the side of the homes. **Violators will be subject to a fine.**
- Recycling:** The City of Raleigh provides recycle bins and pick up service for recyclable items (glass, newspapers, plastic containers, etc.) Recycling bins should be kept inside, on the back patio, or in the rear storage room. **RECYCLING BINS ARE NOT PERMITTED IN THE FRONT OF THE UNITS AS THEY ARE UNSIGHTLY. VIOLATORS WILL BE SUBJECT TO A FINE.**

If there are any problems with trash/garbage or recycling please call the City of Raleigh - 831-6890.