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BOOK 3449 PAGE 65

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR QUARTERPATH
VILLAGE, SECTION ONE, RECORDED IN
BOOK OF MAPS 1984, PAGE 1711, WAKE
COUNTY REGISTRY

THIS DECLARATION, made on the date hereinafter set forth by
Quarterpath Village Partners, a North Carolina general
partnership, hereinafter referred to as the "Declarant"

WITNESSETH: THAT WHEREAS, the Declarant is the owner of
certain property near the City of Raleigh, Wake County,
Carolina, consisting of approximately 6 acres which is
particularly described as Quarterpath Village, Section One, as
the same is shown on the map recorded in Book of Maps 1984, Page
1711, Wake County Registry; and

WHEREAS, Declarant will convey the said properties, subject
to certain protective covenants, conditions, restrictions,
reservations, liens and charges as hereinafter set forth;

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

STATEMENT OF PURPOSE AND INTENT

The Property covered by this Declaration is already subject
to the Declaration of Covenants, Conditions and Restrictions for
Thorpshire Farm recorded in Book 3135, Page 544 of the Wake
County Registry, as amended by document recorded in Book 3176,
Page 830 of the Wake County Registry, both documents being herein
referred to as the Thorpshire Declaration. It is the intention
of the Declarant to convey the Common Area of Quarterpath Village
to the Thorpshire Farm Homeowners Association, Inc. Thorpshire
Farm Subdivision was designed as a planned unit development under
the ordinances of the City of Raleigh. Said ordinances provide

PRESENTED
FOR
REGISTRATION
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KENNETH G. WALKERS
REGISTER OF DEEDS
WAKE COUNTY, NC

that the Common Areas must be set aside to benefit homeowners in the planned unit development. The Common Area of Quarterpath Village is to satisfy the open space requirements for Quarterpath Village Townhomes and the Thorpshire Farm single-family homes. Everyone who owns a lot in Quarterpath Village Townhomes or in the Thorpshire Farm single-family homes will be a member of the Thorpshire Farm Homeowners Association and thus entitled to use the Common Area of Quarterpath Village provided they adhere to the conditions of the Thorpshire Declaration. However, the Declarant and the Quarterpath Village Homeowners Association, Inc., shall have an easement in the Common Area to establish private drives, sidewalks, and utilities, as needed, for the use of homeowners of Quarterpath Village. Furthermore, Members of Quarterpath Village Homeowners Association, Inc., shall have exclusive use of any parking areas located within the Common Area. The Common Area and any amenities constructed therein will be maintained by the Quarterpath Village Homeowners Association, Inc. Quarterpath Village Homeowners Association, Inc., will also be responsible for the maintenance of the townhomes' exteriors. Only lot owners in Quarterpath Village Townhomes will pay assessments to Quarterpath Village Homeowners Association, Inc. Therefore, single-family lot owners in Thorpshire Farm will pay one assessment as set forth in the Thorpshire Declaration. Townhome owners in Quarterpath Village will pay two assessments, one as set forth in the Thorpshire Declaration and one for the maintenance of the Common Area and townhome exteriors as set forth in this Declaration.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to QUARTERPATH VILLAGE HOMEOWNERS 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. "Thorpshire Farm Association" shall mean and refer to Thorpshire Farm Association, its successors and assigns.

Section 4. "Common Area" shall mean all real property and amenities located thereon owned by the Thorpshire Farm Association for the common use and enjoyment of members or designated classes of members of the Thorpshire Farm Association, or the Quarterpath Village Homeowners Association, Inc., including Limited Common Area.

Section 5. "Limited Common Area" shall mean those portions of the Common Area that serve only a limited number of lots and which may include, but specifically is not limited to, driveways and walkways, parking lots or areas serving only specified lots, and such other similar areas as may be designated by the Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded map of a portion of the properties which shows how a "building block" is divided into plots, with the exception of the Common Area and Limited Common Areas.

Section 7. "Lot in Use" shall mean and refer to any lot on which a dwelling unit has been fully constructed and either made ready for occupancy as a dwelling unit, including, without limitation, completion of the installation of final floor covering, interior paint and wallpaper and all appliances or for which a certificate of occupancy has been issued by the City of Raleigh. In addition to the foregoing, a Lot may become a Lot in Use by contractual agreement between the Declarant and the Owner of such Lot.

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

Section 9. "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 10. "Declarant" shall mean and refer to Quarterpath Village Partners, and its successors and assigns to

whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as the Declarants may impose.

Section 11. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

Section 12. "Building" shall mean and refer to a multi-unit structure containing townhomes, constructed or erected on the Property.

Section 13. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 14. "Common Expenses" shall mean and include:

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

(b) Expenses for maintenance of the townhomes and private streets as provided in this Declaration;

(c) Expenses of administration, maintenance, repair, or replacement of amenities located in the Common Areas and Limited Common Areas;

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

(e) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase;

(f) Ad valorem taxes and public assessment charges lawfully levied against property located in the common areas;

(g) Expenses agreed by the members to be common expenses of the Association; and

(h) Unpaid assessments resulting from the purchase of a townhome at a foreclosure sale (such assessment shall be collectible from all members of the Association, including the purchaser at the foreclosure sale, his successors and assigns).

Section 15. "Townhome" shall mean and refer to a dwelling or place of residence constructed upon a Lot within the Property and constituting a part of a building.

Section 16. "Amenities" shall mean the facilities constructed, erected or installed on the Common Areas for the use, benefit and enjoyment of Members of the Thorpshire Farm Association or the Quarterpath Village Homeowners Association, including, but not limited to, sidewalks, lighting fixtures, parking areas, private drives, all waterlines outside city streets which serve Quarterpath Village Townhomes, and all sewer lines outside city streets or city easements which serve Quarterpath Village Townhomes, except sewer and water lines located on individual lots, which serve that particular lot (said lines shall be the property of the individual lot owner), plus all other utility lines which serve or are for the benefit of Quarterpath Village Homeowners.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional Property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any.

Section 2. If within 7 years of the date of incorporation of this Association, the Declarant should develop additional lands within the boundaries of the following tract, such additional lands may be annexed to said Properties without the assent of the Class A members:

Being all of the 20.56 acres as described in Exhibit "A" attached hereto.

If all of the tract described on Exhibit "A" is included in Section One of Quarterpath Village Townhomes, the Declarant shall not annex additional lands without the assent of Class A members.

The total number of lots within the Properties herein described and the area subsequently annexed shall not exceed 110 unless approved by Class A members as provided in Section 1 of this Article. Additional lands annexed will be developed in general conformity with plans for Quarterpath Trace heretofore submitted to and approved by the Raleigh City Council, unless the Raleigh City Council approves alterations to said plans.

Section 3. Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a

Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 2 above (and by the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except the City of Raleigh if required by its ordinances.

Section 4. Subsequent to recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Thorpshire Farm Association one or more deeds conveying any Common Area within the lands annexed as such Common Area is developed, as set forth in Article V, Section 4 of this Declaration.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject 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. 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 and no fractional vote may be cast with respect to any Lot.

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

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

(b) on December 31, 1991.

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 V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the amenities located in the Common Area, including but not limited to, parking areas, private drives, sidewalk, and utility easement lines, and such easement shall be appurtenant to and shall pass with the right to every Lot, subject to the provisions of the Thorpshire Farm Declaration. Members of the Quarterpath Village

Homeowners Association shall have exclusive use of the parking areas located in the Common Area.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and amenities to the Members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Parking Rights. Ownership of each Lot with a three bedroom townhouse constructed on it shall entitle the Owner or Owners thereof to the use of not more than two and one-half automobile parking spaces. Ownership of each Lot with a two bedroom townhouse constructed on it shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces. Said spaces shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats, trailers, campers, motor homes, trucks or tractors owned by a member, his guests, or family members shall be parked within the right of way of any public or private street in or adjacent to Quarterpath Village Townhomes; nor shall any of these be regularly parked on the Properties except in areas designated by the Association. Provided, however, that pickup trucks for personal use shall be allowed as any other automobile. All parking areas shall be for the exclusive use of the members of the Association, their guests and invitees. Notwithstanding anything to the contrary contained in this Declaration, people owning single-family houses in Thorpshire Farm shall not be entitled to use the Quarterpath Village parking areas for any reason whatsoever. The Association shall from time to time adopt appropriate rules for the temporary parking of these items on the Properties.

Section 4. 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 shown on the aforementioned map recorded in Book of Maps 1984, Page 1711, Wake County Registry, to the Thorpshire Farm Association, free and clear of all encumbrances and liens, prior to the conveyance of the first

Lot, except utility and drainage easements and easements to governmental authorities. Similarly, the Declarant will convey to the Thorpshire Farm Association Common Areas which are parts of Quarterpath Village Townhomes as those portions are annexed in the future until all Common Areas, as shown on plans approved by the City of Raleigh, have been conveyed to the Association.

Section 5. TV Antennas. The Association may provide one or more central television antennas for the convenience of the members and the cost of this may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas or satellite dishes on individual lots.

ARTICLE VI

COVENANT FOR ASSESSMENTS

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

- (a) Annual assessments or charges which are common expenses;
- (b) Special assessments for capital improvements; and
- (c) Special assessments for purchase and reconstruction of townhomes as hereinafter provided.

✓ Notwithstanding any provision herein to the contrary, the assessment for each lot which is not a Lot in Use shall be twenty-five percent (25%) of the assessment of a Lot in Use.

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

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment is made. Each such assessment, together with such

interest and costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments shall be shared equally by the owners of each Lot, except as otherwise provided in this section.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents and the Property; enforcing these covenants and the rules of the Association; improving and maintaining the Property and the townhomes situated thereon; paying all common expenses; and providing the services and facilities for purposes of and related to the use and enjoyment of the common area and amenities.

Section 3. Amount of Assessment.

(a) Initial Assessment. To and including December 31, 1984, the initial annual assessment shall not be in excess of Seven Hundred Twenty Dollars (\$720.00) per Lot in Use, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3.

(b) Increase by Association. From and after December 31, 1984, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed twelve (12%) percent per year, since the year of the last increase.

(c) Increase by Members. From and after December 31, 1984, the annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations herein set forth shall not apply to any increase

in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and such other areas and structures which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses as provided for in this article. In establishing the annual assessment for any assessment year, the board of directors shall set the annual assessment high enough to cover all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the annual assessment in an amount in excess of the limit set forth in subsection (b) of this Section 3 without the consent of members required in Section (c) of this Section 3.

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

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

Section 5. Special Assessments for the Purchase and Reconstruction of Townhomes. In the event that any townhome located on the Property is substantially destroyed by fire or other hazard, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the townhome; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this Section, as notice that he does not intend to repair or reconstruct the townhome. For purposes of this section "substantially destroyed" shall mean that the costs of replacement or repair equals at least fifty percent (50%) of the appraised value of the improvements on the lot before they were damaged. If the owner elects not to repair or reconstruct the townhome, the Association shall have the first right and option to purchase such unit in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board of Directors shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged townhome will result in substantial pecuniary injury to the Association or diminution in value of the remaining Property. The committee may employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days. The report shall set forth such matters as the Board and committee deem pertinent, but shall contain estimates of the pecuniary injury and diminution in value along with an estimate of the cost of purchase and reconstruction of the townhome.

If the Board of Directors determines that it would be advantageous to the Association and/or to the remaining Property to purchase and reconstruct the townhome, it shall call a special meeting by giving written notice thereof, setting forth the

purpose of the meeting, to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days nor more than fifteen (15) days following notice to members. Upon an affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of each class of membership present and voting, the Board will be authorized to purchase and reconstruct the townhome and to assess all lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the townhome. The Board may require that the assessment be paid in a lump sum, in installments during an assessment year, or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate.

Such an assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Section 3 and the special assessments provided for in Section 4 of this Article.

(b) Determination of Value. The owner of the townhome shall convey marketable title thereto to the Association upon payment to the owner by the Association of the fair market value of the lot and townhome in its damaged condition. Fair market value shall be determined in any manner agreed upon by the Association and the owner. If they cannot otherwise agree on a fair market value or method of determining fair market value, each shall appoint an appraiser and those two appraisers shall appoint a third appraiser. The fair market value as determined by any two of these three appraisers shall be final and binding on all parties. Each party shall pay the fee of the appraiser selected by it or him, and each party shall pay one-half (1/2) of the fee of the third appraiser. If the Board and the owner agree upon a single appraiser, each shall pay one-half (1/2) the cost of the appraisal.

(c) Application of Insurance Proceeds. The owner of the townhome, prior to conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the townhome as shall be necessary to pay all liens, mortgages, deeds

of trust, taxes and encumbrances upon the lot so that the fee simple marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be used solely as a site of an attached or detached, single-family townhome unit. The reconstructed or repaired townhome unit shall be substantially identical to the destroyed townhome unit, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(e) Retention by Owner. If a townhome is not habitable by reason of damage, and the owner gives notice of his election to repair or reconstruct the townhome, the obligation of the owner to pay annual assessment installments shall not be suspended. In the event a townhome is damaged or destroyed, or the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean, and safe condition and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the townhome and its lot until paid by the owner, unless the lot is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the townhome, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the townhome; provided, however, that only that townhome which is to be reconstructed shall stand

as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the townhome, and no other portion of the Property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefore.

The Association shall hold title to the lot and improvements for the benefit of all members. The Board may lease or sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members. The lease rental shall be applied in the following order of priority: (1) to the payment of taxes, assessments, liens, encumbrances, and obligations on or secured by the lot; (2) to the maintenance, upkeep, and repair of the townhome; (3) to payment or repayment to the members, pro rata, of the special assessment, if any, for purchase and reconstruction of the townhome; and (4) to the general expenses of the Association. In the event the lot is sold, the purchase price shall be applied in the following order of priority: (1) to the payment of taxes, assessments, liens, encumbrances, and obligations on or secured by the lot; (2) to payment or repayment to the members, pro rata, of the special assessment, if any, for purchase and reconstruction of the townhome; and (3) to the general expenses of the Association. Any payment or repayment to members of the special assessment may be in cash or may be applied to the annual assessment due or to become due.

(g) Application of Declaration and Bylaws. Any townhome (including the Lot on which it was constructed) which is destroyed and not subsequently restored or reconstructed and any townhome which has been destroyed in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots

and lots in use, on a per lot and per lot in use basis, and may be collected on a monthly basis.

Section 7. Quorum for any Action Authorized Under Sections 3, 4, and 5. At the first meeting called, as provided in Section 3, 4, and 5 of this Article, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 3, 4, and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the next preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the next preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided herein for Lots in Use, and Lots shall be paid in equal monthly installments and the payment of such shall commence as to each lot in use and Lot on the first day of the first month following the date that all common area immediately adjacent to the lot in use or lot in question has been conveyed to the Thorpshire Farm Association. Notwithstanding the foregoing, the Declarant may, at its election, postpone, in whole or in part, the date on which any assessments shall commence provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement. 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, upon demand at any time, shall 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 properly executed certificate of

the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or portion thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the highest rate then permitted by the regulations of the Federal Housing Administration (FHA) and the regulations of the Veterans Administration (VA); provided, however, that if highest rate permitted by FHA and VA are not the same, the interest rate shall be the lower of rates permitted by these two agencies. The Association may bring an action 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. If any law permits the filing of a lien and the foreclosure of such lien, or other similar action, as a method of enforcement of the Association's right to collect assessments, the Association may use such remedy. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage on such lot. The sale of a lot to a bona fide purchaser for value and the sale or transfer of any lot pursuant to such mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sales or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina

shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Two Months of Assessments to be Collected at Closing. At the closing of the sale of each townhome unit by a builder to an individual home buyer, a sum shall be collected equal to the total assessment for such townhome unit for the succeeding two months and such sum shall be contributed to the general operating fund of the Association for the purpose of insuring that the Association will have sufficient funds to meet unforeseen expenditures.

ARTICLE VII

EXTERIOR MAINTENANCE

The Association shall provide maintenance of all amenities and structures located in the Common Areas, including, but not limited to, sidewalks, lighting fixtures, parking areas, private drives, and utility and drainage facilities. The Association shall also provide exterior maintenance upon each townhome which is subject to assessment hereunder, as follows: Stain and/or paint all exteriors, replace roofs, replace, repair and care for walks, and other such exterior improvements, clean and repair gutters, and maintain individual lots including those which have been fenced in. Such exterior maintenance shall not include glass surfaces.

With the prior written approval of the Architectural Committee, an owner may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion of his lot, provided that such planting does not hinder the Association or increase its expense in performing its maintenance duties as to the townhome, or the yard spaces, or the limited common area. No maintenance performed by an owner shall reduce the assessment payable by him to the Association.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or

negligent acts of its owner, or his family, tenants, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke, as the foregoing are defined and explained in North Carolina standard fire and extended coverage insurance policies, or for the purpose of correcting, repairing or alleviating any emergency condition provided for in Article XI, Section 5, (but only if such would normally be an expense of the lot owner), the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the 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 owner 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. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or

willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Does Not Run With Land.

The right of any owner to contribution from any other owner under this Article shall not be appurtenant to the land and shall not pass to such owner's successors in title.

Section 6. Easement and Right of Entry for Repair,

Maintenance, and Reconstruction. Every owner shall have an easement and right of entry upon the lot of any other owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall and those improvements belonging to one lot which encroach on an adjoining lot or common area. Such repair, maintenance, or reconstruction shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining lot or lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 7. 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 under the laws of the State of North Carolina as they now are or are hereafter amended.

ARTICLE IX

ARCHITECTURAL AND LANDSCAPING CONTROL & INSPECTION

No site preparation or initial construction, erection, installation of any improvements, or landscaping, including, but not limited to, residences, outbuildings, fences, walls, screens (whether by plants or structures), trees, shrubs, ground cover, and other structures or plants, shall be undertaken upon the Properties unless the plans and specifications therefor, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to the Declarant or its agent and expressly approved in writing. No subsequent alteration or modification of any existing improvements or

landscaping, nor construction, erection, or installation of additional improvements or landscaping may be undertaken on any of the Properties without prior review and express written approval of the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In general, no exterior alterations or additions to buildings or landscaping shall be considered for approval unless such alterations or additions are in harmony with existing structures and landscaping, as to style, shape, color, size, and plant materials. However, this section shall not be construed to mean that the Architectural Committee or Board shall have to approve a proposed alteration or addition that meets the above criteria.

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

In the event that the Declarant or the Association, as the case may be, fails to approve or disapprove the site or design of any proposed improvements within thirty (30) days after plans and specifications therefor have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Declarant or the Association if they contain erroneous data or fail to present adequate information upon which the Declarant or the Association, as the case may be, can arrive at a decision.

The Declarant and/or the Association (as applicable) shall have the right, at its election, but shall not be required, to

enter upon any of the Properties during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

ARTICLE X

USE RESTRICTIONS

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

Section 2. Use of Property. Each building, the townhomes therein, and the common area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws:

(a) All buildings and the common area and amenities shall be used for residential and related common purposes. Each townhome shall be used as a single-family residence and for no other purpose, except that the Declarant may use one or more townhomes for offices and/or model townhomes for sales purposes consistent with the Code of Ordinances of Raleigh. However, a resident, upon approval of the Board of Directors, may operate a limited home business or pursue a home occupation in his unit upon such terms and conditions as the Board of Directors may direct, provided the necessary approval is also secured from the City of Raleigh.

(b) Nothing shall be kept and no activity shall be carried on in any building or townhome or on the common area and facilities which will increase the rate of insurance, applicable to residential use, for the Property or the contents thereof. No

owner shall do or keep anything, nor cause or allow anything to be done or kept, in his townhome or on the common area and facilities which will result in the cancellation of insurance on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the common area and facilities.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in or to any townhome or in, to, or upon any of the common area and facilities which will impair the structural integrity of any building, townhome, or portion of the common area and facilities or which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

(e) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except as set out in (a) of this section.

(f) No owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any townhome, building, or any portion of the common area and facilities, except as required by the Raleigh City Code and as allowed by the Association pursuant to its bylaws (A unit owner shall be allowed to erect a "For Sale" or "For Rent" sign upon such terms and conditions as set by the Board of Directors.); provided, however, that the Declarant and any mortgagee who may become the owner of any unit, or their respective agents, may place "For Sale" or "For Rent" signs on

any unsold or unoccupied townhomes and in suitable places on the common area; provided, however, that during the development of the Property and the marketing of townhomes, the Declarant may maintain a sales office and may erect and display such signs as the Declarant deems appropriate as aids to such development and marketing, provided that such signs do not violate any applicable laws.

(g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the common area and facilities except at the direction or with the express written consent of the Association.

(h) The common area and amenities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the townhomes, subject to any rules or regulations that may be adopted by the Association pursuant to its bylaws.

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

ARTICLE XI

EASEMENTS

Section 1. Walks, Drives, Parking Areas and Utilities. All of the Property, including lots and common area, is hereby subject to an easement to allow the Declarant, its successors in title, or the Association, to construct and maintain private streets, driveways, walkways, parking areas, water lines, irrigation systems, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, cable television and other public utilities as shall be necessary to serve the Property and benefit members of the Association. As to a particular lot, this right shall cease upon sale of said lot to an individual home buyer, but the lot shall continue to be subject to an easement for the above facilities constructed at the time of the sale. The Thorpshire Farm Association shall also have the power and authority to grant and

to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

The Declarant reserves the right to subject the real property covered by this Declaration to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

Section 2. Easements Appurtenant to Lots. All private streets shall be subject to an easement in favor of every Lot to which they are adjacent or which they are designated to serve and shall be deemed appurtenant to each such Lot, whereby the owner of each such Lot shall be entitled to use them as a means of ingress, egress and regress and such other uses as shall have been designated. Such easement shall be superior to the lien of every mortgage or deed of trust.

Section 3. Encroachments. All lots and the common area 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, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms and walls. Said easement shall also allow maintenance of the encroachment. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a lot to an owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon

making entry for such purpose, shall restore the affected lot or lots to as near the original condition as practicable.

Section 4. Structural Support. Every portion of a townhome which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other townhomes within the building.

Section 5. Emergencies. Every lot and townhome shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any lot or within any townhome and that endangers any building or portion of the common area.

Section 6. Easement for Governmental Agencies. An easement is hereby established over the Common Area for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

ARTICLE XII

RIGHTS OF INSTITUTIONAL LENDERS

Section 1. Rights Reserved to Institutional Lenders.

"Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, other reputable mortgage lenders and insurers of first mortgages. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Lot, or shall be the owner of any Lot, such Institutional Lender or Institutional Lenders shall have the following rights:

A. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, prepared by a Certified Public Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished by April 15 of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to the Declaration, or the Articles of Incorporation and Bylaws of the Association, which notice shall state the nature of the amendment being proposed, and to be given permission to designate a representative to attend all such meetings.

C. To be given notice of default in the payment of assessments by any owner of a Lot encumbered by a mortgage held by the Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place which it or they may designate in writing to the Association.

D. To inspect the books and records of the Association during normal business hours.

E. To be given notice by the Association of any substantial damage to any amenities located in the Common Areas.

Whenever any Institutional Lender desires the benefits of the provisions of this section, such lender shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein identifying the Lot upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any Lot owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Providing for Traffic Flow. It shall be the responsibility of the Association to maintain uninterrupted traffic flow along all private streets within the Properties. If it is necessary for "no parking" signs, street lights or other necessary traffic aides to be erected in order to accomplish

this, this shall be done at the expense of the Association as a common expense.

In no case shall the municipality or other agency which provides emergency or regular fire, police, sanitation or other public service for the Properties, be responsible for failing to provide any such service to the Properties or any of its occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, Association, or occupants.

Section 2. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Insurance. Every owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of his townhome except that the amount shall not be required to exceed the replacement cost of the townhome. An owner shall exhibit to the Board, upon demand, evidence that such insurance is in effect. If any owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the owner and shall constitute a lien against his lot until paid.

In the event the Association becomes the owner of any buildings, or other improvements, or personal property, located within the common areas or such other areas that the Association is responsible for, the board of directors shall obtain hazard insurance (if available) in an amount equal to the maximum insurable replacement value as determined annually by the board of directors with the assistance of the insurance company providing such coverage. Such coverage shall provide protection

against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and properties similar in construction, location and use.

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

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

(Recommendation to owners - If a townhome is damaged by fire or other casualty, and if such damage results in damage to an adjacent attached unit, there may be prolonged disputes between the insurance carriers of the adjacent damaged units (which may, in turn, delay the settlement of claims) unless the insurance protection on both units is provided by the same carrier. It is therefore recommended that the owners of all townhomes located within each building purchase their fire and casualty insurance from the same insurance carrier.)

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

way affect any other provisions, which shall remain in full force and effect.

Section 5. FHA/VA Approval. Notwithstanding any provision in this instrument to the contrary, as long as there is a Class B membership, and if Declarant desires to qualify sections of this subdivision for Federal Housing Administration or Veterans Administration approval (but not otherwise), the following actions will require the prior approval of Federal Housing Administration or the Veterans Administration: Annexation of additional properties, amendment of this Declaration of Covenants, Conditions and Restrictions, mergers and consolidations, and dissolution.

Section 6. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for three successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Wake County Registry. All amendments shall become effective upon recordation.

Section 7. 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 QUARTERPATH VILLAGE
TOWNHOMES

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

QUARTERPATH VILLAGE TOWNHOMES
ASSOCIATION

ATTEST:

By _____
President

Secretary

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

All amendments shall be effective from the date of recordation in the Wake County Registry, provided, however, that no such amendment 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 Quarterpath Village.

Notwithstanding the foregoing, no amendment shall be effective unless approved by the City Attorney of Raleigh (so long as this is required by the Raleigh City Code); provided, however, that if any amendment is submitted to said City Attorney and is neither approved or disapproved within twenty (20) days

from the date of submission, it shall be conclusively presumed that the City Attorney has approved it.

Section 9. Amendment of Declaration Without Approval of Owners. The Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, or suggesting an amendment of VA, HUD and/or such corporation or agency.

No amendment made pursuant to this Section shall be effective until duly recorded in the Wake County Registry.

Section 10. Prohibition Against Association Entering Into Long Term Contract While Declarant in Control of Board of Directors. Until such time as the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or December 31, 1991, whichever occurs first, the Association is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease,

without cause, which is exercisable without penalty at any time after the occurrence of one of the above events, upon not more than 90 days notice to the other party.

Section 11. Right of Declarant or Association to Amend to Achieve Tax-Exempt Status. The Declarant, for so long as it shall retain control of the Association, and, thereafter, the Board of Directors of the Association, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner, in order to qualify the Association or the Properties or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Wake County Registry.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this the 12th day of December, 1984.

QUARTERPATH VILLAGE PARTNERS

BY: JOHN T. BELL CO., INC.

By John T. Bell
President



Alice O. Hutchins
Ass't. Secretary

BY: ETHERIDGE CONSTRUCTION CO., INC.

By J. Glenn Stoen Jr. Pres.
President



[Signature]

BY: CBS DEVELOPMENT COMPANY

By Frank W. Benson
President



Alice O. Hutchins
Secretary

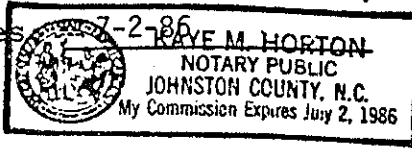
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Alice O. Hutchins personally appeared before me this day and acknowledged that she is Ass't. Secretary of JOHN T. BELL CO., INC., PARTNER OF QUARTERPATH VILLAGE PARTNERS, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal, and attested by herself as its Ass't. Secretary.

WITNESS my hand and notarial seal this the 12th day of December, 1984.

Kaye M. Horton
Notary Public

My Commission Expires 7-2-86



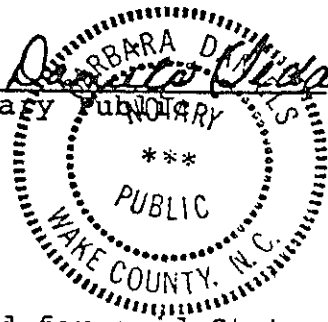
NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that William L. White personally appeared before me this day and acknowledged that he is Secretary of ETHERIDGE CONSTRUCTION CO., INC., PARTNER OF QUARTERPATH VILLAGE PARTNERS, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him self as its Secretary.

WITNESS my hand and notarial seal this the 12th day of December, 1984.

Barbara Daniels (Redd)
Notary Public

My Commission Expires: 10/24/87



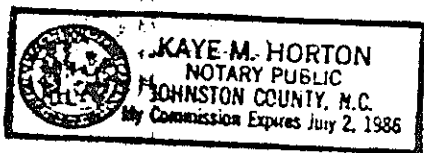
NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Alice O. Hutchins personally appeared before me this day and acknowledged that she is Ass't. Secretary of CBS DEVELOPMENT COMPANY, PARTNER OF QUARTERPATH VILLAGE PARTNERS, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Ass't. Secretary.

WITNESS my hand and notarial seal this the 12th day of December, 1984.

Kaye M. Horton
Notary Public

My Commission Expires: 7-2-86



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate is by Kaye M. Horton and Barbara Daniels (Redd)

Notar(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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Ass't./Deputy Register of Deeds

EXHIBIT A

BEGINNING at the northernmost corner of Lot 52 of Thorpshire Farm as shown on a map recorded in Book of Maps 1984 at Page 354, Wake County Registry; thence with the western lines of Lots 52 through 44, inclusive, and the northern lines of Lots 42 through 36, inclusive, all as shown on said map, the following courses and distances: South 33° 10' West 430 feet, South 4° 35' East 189.19 feet, South 11° 20' East 156.41 feet, South 11° 35' East 170.08 feet, South 2° 46' West 40 feet, North 87° 14' West 495 feet, North 69° 40' West 70 feet, South 56° 30' West 169.08 feet to a point in the northeastern right of way line of Thorpshire Drive, said point also being the westernmost corner of Lot 36 as shown on the above map; thence with the northeast right of way line of Thorpshire Drive 66.41 feet along a curve bending to the right with a radius of 256.12 feet to a point; thence South 66° 02' West 50 feet to a point in the center of Thorpshire Drive as shown on the above-referenced map; thence along a line which will become the centerline of the right of way of Thorpshire Drive the following measurements: 128.85 feet along a curve bending to the right with a radius of 286.12 feet to a point, North 01° 50' East 672.04 feet to a point, 190.07 feet along a curve bending to the left with a radius of 286.01 feet to a point in the center of the 60-foot right of way of Falls of the Neuse Road; thence with the center of the 60-foot right of way of Falls of the Neuse Road the following courses and distances: North 47° 55' 14" East 90.03 feet, North 47° 10' 52" East 199.98 feet, North 46° 29' 15" East 100.01 feet, North 46° 23' East 99.91 feet, North 46° 24' 41" East 4.07 feet to a point; thence leaving the center of the 60-foot right of way of Falls of the Neuse Road, a new line, South 56° 50' East 736.71 feet to the point and place of Beginning, and being all of 20.56 acres as shown on a map entitled "Property of Quarterpath Village Partners" dated June 9, 1984, by John A. Edwards & Company, Consulting Engineers.

P. O. Box 2021
27602

PRESENTED
FOR
REGISTRATION

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR QUARTERPATH
VILLAGE

COUNTY OF WAKE
00012 P

93 DEC 22 AM 10:42

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Quarterpath Village made this 8th day of June, 1993 by the Lot Owners of Quarterpath Village Homeowners Association.

W I T N E S S E T H:

THAT WHEREAS, the original Declarant caused to be recorded on 22 March 1985 a Declaration of Covenants, Conditions and Restrictions for Quarterpath Village, Section 1, in Book 3449, Page 65 of the Wake County Registry; and

WHEREAS, the Declarant subsequently amended such Declaration to include additional properties within the jurisdiction of the Declaration and to subject such additional property to the conditions and restrictions in the Declaration; and

WHEREAS, Article XIII, Section 6 of the Declaration provides that such Declaration may be amended at this time by an instrument signed by the owners of not less than ninety percent (90%) of the lots. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Wake County Registry and all amendments shall become effective upon recordation.

NOW, THEREFORE, the undersigned do hereby declare that the Declaration of Covenants, Conditions and Restrictions for Quarterpath Village, as amended, shall be further amended as follows:

1. Article XIII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Quarterpath Village, as amended, shall be further amended by adding a third sentence thereto, following the word, "thereafter", to read as follows:

"In any proceeding arising because of an alleged default or failure to perform any covenant, condition or restriction by a Lot Owner, the Association, if successful, shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fees as may be determined by the Court, but in no event shall the Lot Owner be entitled to such attorneys' fees."

2. This amendment shall be effective upon recordation in the Office of the Wake County Registry and when indexed in the name of the Association.