

2008026797 00010

FORSYTH CO, NC FEE \$17.00

PRESENTED & RECORDED:

05-23-2008 08:25 AM

KAREN GORDON

REGISTER OF DEEDS  
BY: LORA SMALL

DPTY

BK: RE 2833

PG: 4323-4324

North Carolina ]  
Forsyth County ]

*DRAFTED BY: JAMES W. ARMSTRONG Box 58*  
Amendment to Declaration of Covenants,  
Conditions, and Restrictions for Crow Hill  
Book 2118, Page 2127

Comes now Crow Hill Homeowners Association (Association hereinafter) and hereby amends the Declaration of Covenants, Conditions, and Restrictions for Crow Hill as recorded in Book 2118, Page 2127, Forsyth County Registry;

WITNESSETH

WHEREAS, the Crow Hill subdivision in Forsyth County has as its covenants and conditions those set out in Book 2118, Page 2127, Forsyth County Registry (the Covenants)and

WHEREAS, Association has duly amended these covenants and conditions to reflect a change in the voting and voting rights of its owners, and wishes to make those changes a part of the public record;

NOW THEREFORE, the said Crow Hill Homeowners Association does amend Article III, Section 2, subsection (e) by adding the following language at the end of the subsection:

All matters requiring the vote of the membership shall have a quorum of 75% of the Owners in attendance or voting by proxies and an affirmative vote of 75% of the Owners in attendance or voting by proxies on the issues presented. Any voting requirements different than these, either in the Declaration or Bylaws, are superceded by these voting requirements.

Unless changed herein, all of the rest of the Declaration of Covenants, Conditions, and Restrictions for Crow Hill (Deed Book 2118, Page 2127) remain in full force and effect and are not changed by this amendment.

This 27<sup>th</sup> day of MARCH, 2008.

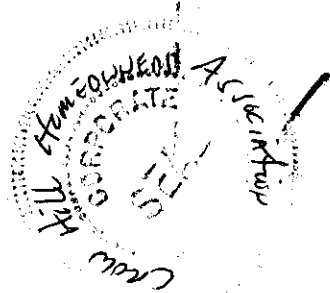
Crow Hill Homeowners Association

By Bob Tate

President

Attest:

Mary Leyendecker  
Secretary



Seal/Stamp

JAMES W. ARMENTROUT  
NOTARY PUBLIC  
FORSYTH COUNTY NC

MY COMMISSION EXPIRES 3/28/2012

STATE OF NORTH CAROLINA - Forsyth County

I, James W. Armentrout, a Notary Public of Forsyth County, NC  
do hereby certify that Bob Tate personally came before  
me this day and acknowledged that he is President of Crow Hill Homeowners Association  
and acknowledged on behalf of the corporation, the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 27<sup>th</sup> day of MARCH, 2008.

My commission expires 3/28, 2012.

James W. Armentrout  
Notary Public

2008026796 00009

FORSYTH CO, NC FEE \$17.00  
PRESENTED & RECORDED:

05-23-2008 08:25 AM

KAREN GORDON

REGISTER OF DEEDS  
BY: LORA SMALL  
DPTY

BK: RE 2833

PG: 4321-4322

Drawn by and return to:  
James W. Armentrout  
Box 58

NORTH CAROLINA }  
                              }  
FORSYTH COUNTY }

ANNEXATION OF PROPERTY  
TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Crow Hill - Phase 3)

THIS ANNEXATION made this 27<sup>th</sup> day of MARCH, 2008 by CROW  
HILL HOMEOWNERS ASSOCIATION (hereinafter referred to as "Crow Hill"), a North  
Carolina Corporation.

## WITNESSETH:

WHEREAS, Crow Hill Land Company, LLC (Declarant) acquired certain property in the  
Vienna Township, County of Forsyth, State of North Carolina, and caused to be recorded a  
Declaration of Covenants, Conditions and Restrictions for Crow Hill (hereinafter "Declaration")  
recorded in Book 2118, Page 2127, Forsyth County Registry;

WHEREAS, Declarant caused additional land (Crow Hill—Phase 2) to be annexed into  
the Crow Hill neighborhood by document duly recorded in Book 2158, Page 1592, Forsyth  
County Registry;

WHEREAS, the Declarant, in the said original Declaration in Article II retained the right  
to annex additional property and make said property subject to the aforesaid Declaration and a part  
of Crow Hill Homeowners Association;

WHEREAS, Declarant transferred to Crow Hill Homeowners Association (Crow Hill) all  
of its rights and responsibilities in the Declaration of Covenants, Conditions and Restrictions for  
Crow Hill by document duly recorded in Book 2686, Page 2001, Forsyth County Registry;

WHEREAS Crow Hill now desires to annex and subject additional property to the  
Declaration as aforesaid;

WHEREAS, the property which is annexed is more particularly described as follows:

BEING all of that certain parcel of land as shown on the plat entitled "Crow Hill—Phase 3" which plat appears of record in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 54, Page 175.

NOW THEREFORE, Crow Hill Homeowners Association hereby declares that all property described above is hereby annexed into the Crow Hill Homeowners Association and shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration recorded in Book 2118, Page 2127, Forsyth County Registry, as amended, and said lots and common area shown on the aforesaid plats shall become part of the Crow Hill Homeowners Association, and the conditions and requirements of the said Declaration shall run with the real property and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned, upon approval of said annexation by the Crow Hill Homeowners Association, has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed hereto as of the day and year first above written.

ATTEST:

CROW HILL HOMEOWNERS ASSOCIATION  
a North Carolina non profit corporation

Mary Leyendecker by: Bel Tate (SEAL)  
Secretary President

NORTH CAROLINA  
FORSYTH COUNTY

I, James W. Armentrout, a Notary Public of the County and State aforesaid, certify that Bob Trautwein, President of Crow Hill Homeowners Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this the 27<sup>th</sup> day of MARCH, 2008.

My commission expires:

3/21/2012 JAMES W. ARMENTROUT  
NOTARY PUBLIC  
FORSYTH COUNTY NC  
MY COMMISSION EXPIRES 3/21/2012

**2-60000000**

FORSYTH CO, NC 281 FEE: \$ 88.00  
PRESENTED & RECORDED: 05/26/2000 4:36PM  
DICKIE C. WOOD REGISTER OF DEEDS BY: HOOBVA  
BK2118 P2127 - P2167

AS BY: HOD

**WITNESSETH:**

109476.1

WHEREAS, it is in the best interest of the Declarant, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the said lots that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the development; and for the continued maintenance and operation of the entranceway, decorative street lighting, and other common areas as may be provided therein;

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the property, which is a part of the development, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereinafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the said property or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the said property made subject to this Declaration, by acceptance of a deed or contract for deed or other conveyance of any interest in or to said property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

## ARTICLE I

### Definitions

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meaning:

Section 1. “Amenities” shall mean the facilities constructed, erected, installed or set aside on the Common Area for the use, benefit and enjoyment of members.

Section 2. “Association” shall mean and refer to the Crow Hill Homeowners Association, a nonprofit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.

Section 3. “Committee” shall mean and refer to the Architectural Committee.

Section 4. “Common Area(s)” shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plat(s) designated thereon as “Common Areas(s)” or “Open Space”. Common Area(s) shall include all real property and easement interests owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association, which may include but is not limited to, entranceway and decorative street lighting located within the Common Area. (It is understood that this list of possible amenities is only for descriptive purposes and the Declarant is not obligated to construct any of said amenities.)

Section 5. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to Crow Hill and which is recorded in the Forsyth County Registry.

Section 6. “Declarant” shall mean and refer to the Crow Hill Land Company, L.L.C., a North Carolina limited liability company, its successors and assigns.

Section 7. “Lot” or “Lots” shall mean and refer to any plot of land within Crow Hill whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site as shown on a plat or plats for Crow Hill, or amendments thereto, recorded in the Forsyth County Registry. “Lot” shall also mean other single dwelling sites as may hereafter be annexed and brought within the jurisdiction of the Association.

Section 8. “Member” shall mean and refer to any person or other 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 the fee interest in any Lot in the development, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.

Section 10. “Person” shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.



Section 11. "Property" shall mean the property shown on the aforesaid plat of Phase I of Crow Hill, and any future phases which are annexed into this Declaration.

## ARTICLE II

### **Properties Subject to This Declaration**

Section 1. Subjected Property. The property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Vienna Township, Forsyth County, North Carolina, and is more particularly described as the Crow Hill, Phase I, subdivision as shown on the recorded plat in Plat Book 42, Pages 120, 121, and 122, Forsyth County Registry.

Section 2. Right to Subject Property in the Future. Declarant reserves the right to subject other real property to the Restrictions set forth hereinafter. Without further assent or permit, Declarant hereby reserves the right, exercisable from time to time, to subject other real property to the Restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Additional property outside the boundaries of the Property may be annexed by Declarant so long as such additional properties are within a five (5) mile radius of the Property, and so long as the annexation occurs within twenty (20) years of the date of incorporation of the Association.

The additions herein authorized shall be made by the filing of record of one or more supplementary declarations in respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expense. Any such

supplemental declaration or any such other declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subject hereto and any such supplemental declaration shall be substantially similar in form and content to this Declaration.

### ARTICLE III

#### **Association Membership and Voting Rights**

##### **Section 1. Membership.**

(a) 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 shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties, joint tenancy, or tenancy in common or by some other legal form of multiple ownership, the membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 hereinbelow.

(b) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors of the Association until such assessment is paid. In the event of violation by a member of any rules or regulations

established by the Board of Directors of the Association, such member's voting and use rights may be suspended by the Board of Directors of the Association after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors of the Association (or a committee thereof) after giving the member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board of Directors of the Association or a committee thereof.

(c) No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration or as the Members of the Association may from time to time hereafter adopt.

## Section 2. Voting and Voting Rights.

(a) The voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot by a person other than Declarant shall entitle its owner to one vote. The Association shall have two classes of voting membership:

(1) Class A. Class A members shall be all Owners, other than Declarant; however Declarant shall be a Class A member to the extent provided in paragraph (2) hereinafter. Class A members shall be entitled to one vote for each Lot owned.

(2) Class B. The Class B member shall be the Declarant, and it shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee

interest; 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:

(i) Four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On September 1, 2006.

(b) When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot (except with respect to Lots owned by Declarant), nor shall any fractional vote be cast.

(c) Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

(d) Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. A corporate Member's vote shall be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation, which designation must, if requested by the Association, be in writing.

(e) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

## ARTICLE IV

### Common Area Property Rights

Section 1. Use of Common Area. Every Owner (by virtue of membership in the Association) shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of this Declaration, the Charter and the Bylaws of the Association, and the encumbrances referred to in Section 3 hereof, and the following:

(a) The right of the Association to limit the use of the Common Areas to Owners, their families and guests.

(b) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

(c) The right of the Association to mortgage, to dedicate or to transfer any part of the Common Areas to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members of this Association as applicable in accordance with the terms and provisions of this Declaration.

No such mortgage, dedication or transfer shall be effective unless approved 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, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the vote. The instrument effecting such dedication, transfer or conveyance shall be sufficient if it is executed by appropriate officers of the Association and contains a recital of the approval of the Members.

(d) Notwithstanding the provisions of paragraph (c) above, the Declarant and/or the Board of Directors of the Association may deed, transfer or dedicate the private streets or roads designated on the recorded plat of Crow Hill to the public in order to obtain maintenance and repair of said roads or streets by the appropriate governmental agency, and said deed, transfer or dedication shall not require any vote or approval by the Members.

(e) The right of the Association to formulate, publish and enforce rules and regulations as provided in Article VI, and to formulate, publish and enforce rules and regulations governing the use and activities permitted on or designated as Common Areas.

Section 2. Delegation of Use. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family and an Owner may delegate his rights of enjoyment in the Common Areas to his tenants or contract purchasers who occupy the residence of the Owner within the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants that it will convey fee simple title to the Common Area shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, and drainage easements and easements to governmental authorities. Similarly, Declarant will convey to

the Association Common Areas which are parts of this development as those portions are annexed in the future.

**Section 4.     Parking and Use Regulations for Boats, Trailers, etc.** The Association may regulate the parking and use of boats, trailers, motor homes, recreation vehicles, trucks, and other such items on the Common Areas (including the provision of special facilities for which a reasonable charge may be made). No boats, trailers, motor homes, recreational vehicles, or trucks shall be parked within the right-of-way of any public or private street in or adjacent to this development.

## **ARTICLE V**

### **Covenants for Maintenance Assessments**

**Section 1.     Annual Assessment for Maintenance Fund.** For each Lot owned within Crow Hill, the Owner covenants and agrees and each subsequent Owner of any such Lot covenants and agrees, that by acceptance of a deed therefor whether or not it is so expressed in such deed, they will pay to the Association the assessments and charges provided for in this Declaration as follows:

- (a)     Annual assessments or charges.
- (b)     Special assessments as approved by the Association to be established and collected as hereinafter provided.

The annual assessment provided for herein for the Association shall be payable in advance on an annual basis by every Owner of each Lot, unless the Association decides by

a majority vote to have the assessment payable monthly. The annual assessment shall be due on January 1 of each year except for the first year of ownership by an Owner. At the closing of the purchase of a Lot by an Owner, the assessment shall begin to accrue and the Owner shall pay to the Association the Owner's pro rata share of the annual assessment for the remainder of the year.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes and common expenses as are for the benefit of the Owners of Lots within the areas overseen and administered by the Association which purposes may include maintenance, replacement, repair, insurance, landscaping and beautification of the Common Areas and any easements which are for the general use and enjoyment of the Association, including but not limited to, sign easements for entrance monuments, and which expenses shall specifically include the installation, repair, maintenance, replacement and payment of electric bills for decorative street lighting whether or not such lighting is installed in the Common Area. Funds may also be used to provide other services to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of the properties, services and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against all Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise. Any additional uses and purposes for assessments may be adopted by an amendment to this Declaration, as provided in Article X herein.



Section 3. Creation of the Lien and Personal Obligation of Assessment. In accordance with the terms and provisions hereof, and in order to secure payment at and after the due date, as each assessment becomes due, there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. Each such assessment, together with such interest, cost and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 4. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Areas, nor shall they apply to any Lot the title to which is vested either in any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans' Affairs or any other state or federal governmental agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such Lot by such first mortgagee or such governmental agency, the assessment herein provided shall again commence and accrue and shall be fully applicable to such Lot upon the conveyance to any subsequent Owner. Any Lot which Declarant may hereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created herein. In addition, other than land and improvements devoted to dwelling use, all property dedicated to and accepted by a local public authority shall be exempt from the assessments, charges and liens created hereby.

Section 5. Annual Maintenance Assessments.

(a) The annual maintenance assessment imposed by the Association shall be set each year by the Association as set forth herein.

(b) In establishing the annual assessment for any year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.

(c) Notwithstanding anything in this Article V to the contrary, Declarant shall at no time be required to pay any dues or assessments established by the Association.

Section 6. Special Assessments.

In addition to the annual assessment imposed by the Association set forth above, the Association may levy, in any assessment year, a special assessment applicable to that year only.

Section 7. Date of Commencement of Annual Assessment Due Dates; Certificate of Payment.

(a) The annual assessments provided for herein for the Association shall be payable on January 1 of each year. The assessment shall begin to accrue as to all Lots at the time of closing and conveyance of a Lot to an Owner other than the Declarant. The Declarant reserves the right, at the time of closing of a Lot to an initial Owner other than the Declarant, to require the initial Owner to pay two (2) months of the annual maintenance assessment to the Association. At least thirty (30) days before January 1 of each year, the Board of Directors of the Association shall establish the amount of the annual assessment imposed by the Association against each Lot and in the event the Board of Directors of the Association elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner by the Association.

(b) The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments (whether annual or special or imposed by the Association) on a specified Lot have been paid to date.

**Section 8. Effect of Nonpayment of Assessment; Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association or its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the Common Areas or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The liens provided for herein shall be subordinate to the lien of any first lien deed of trust (sometimes hereinafter called "mortgage" or "first mortgage" and the holder thereof being sometimes hereinafter referred to as a "first mortgagee") on any Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed of record have been paid. The lien and permanent charge hereby subordinated is only a lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a

foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale, junior only to the said foreclosed first mortgage and the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, except as provided in Section 4 of this Article V.

Section 10. Collection of Assessments. The Association shall promptly collect all assessments due from Owners pursuant to the terms and provisions hereof.

## ARTICLE VI

### Architectural Control, Inspection and Use Restriction

Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which, upon appointment by the Board of Directors, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean Declarant until the Committee is appointed and references to Declarant shall include the Committee once it is appointed. The following architectural restrictions shall apply to each and every Lot now or hereafter subject to this Declaration. The Declarant, prior to the appointment of the Committee, and then the Committee, shall have the right but not the obligation, to waive any minor violations of the restrictions set forth herein so long as the Declarant, in its sole discretion, determines that said violation is minor and will not adversely affect the plan of development for Crow Hill.

Section 1. Approval of Plans. Except for initial improvements by Declarant, no construction, erection, or installation of any improvements, including but not limited to, residences, outbuildings, fences, walls, and other structures, shall be undertaken upon any Lot unless the plans and specifications therefore, showing the nature, kind, shape, height, color, materials and location of the proposed improvements shall have been submitted to the Declarant, or its successors and assigns, for so long as Declarant owns a Lot subject to this Declaration, and thereafter to the Board of Directors of the Association or Architectural Committee established by the Board of Directors and is expressly approved in writing. No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements may be undertaken on any Lot without prior review and express written approval of Declarant or the Board of Directors of the Association, or by the Architectural Committee (as applicable.)

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

Generally, approval or disapproval should be issued within thirty (30) days. 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 sixty (60) 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 approval of any such plans, specifications or other items submitted to the Committee pursuant to this Article VI shall not impose any liability or responsibility on the Committee or the Association with respect to either the compliance or non-compliance of any such plans, specifications or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations or defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).

For so long as Declarant owns a Lot in Crow Hill, or until such time as the Declarant notifies the Board of Directors of the Association in writing of its desire to have the Association elect the members of the Committee, the Declarant shall serve as the Committee, and shall exercise the authority to approve plans and other matters set forth in this Article. After Declarant divests itself of all Lots within the Property, or specifically and in writing, assigns the architectural approval rights granted herein to the Association, the Committee shall be elected by a majority of the votes of the Members, cast in person or by proxy, at a meeting duly called for this purpose.

To maintain the high quality of the neighborhood, to protect the resale values of the houses and Lots, and to make the neighborhood a desirable place to live, each Owner of a Lot shall properly maintain the exterior of the house and the landscaping of the Lot. If, in the opinion of the Declarant or the Committee, as the case may be, a house or Lot is not being properly maintained in a reasonable and prudent manner to a standard harmonious with

that of the other houses and Lots in Crow Hill, the Declarant or the Committee may recommend to the Board of Directors that appropriate repairs or maintenance needs to be performed on a house or Lot. The Board of Directors, by a majority vote and following ten (10) days written notice to the Owner, may enter upon and make or cause to be made, the maintenance work or repairs as may be deemed reasonably required by the Board. The Association, or its agents, shall have an easement for the purpose of accomplishing the foregoing. The costs incurred by the Association in rendering such services, plus a charge of twenty percent (20%) of such costs, shall be added to and become a part of the assessments to which such Lot is subject.

The Declarant and/or the Association (as applicable) shall have the right, at its election, but shall not be required, to enter upon any the Lot 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 workmanlike manner utilizing approved methods and good quality materials.

Section 2. 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 Common Areas. 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 Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 3. Use Restrictions.

- (a) All Lots shall be used for single family, residential purposes only. No

building shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling and customary accessory buildings used in connection therewith for customary purposes.

(b) No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property, shall be used as a residence either permanently or temporarily, except that construction vehicles and construction and/or sales trailers of a temporary nature are permitted during the construction of improvements on the Lots.

(c) No one-story dwelling shall be built or erected or used unless it shall contain at least 3,000 square feet of heated and finished floor space on the ground level. A one and one-half story dwelling or a two-story dwelling must contain at least a total of 2,000 square feet of heated and finished floor space on the ground level. The floor space herein referred to shall be exclusive of garages, porches, breezeways, terraces and basement areas. Said measurements are to be measured from the outside wall lines.

(d) No garage may face or open on the street on which the residence faces. Garages may be attached to, detached from or built within a residence. Each Owner must also provide on the Lot at least two additional parking spaces (which may be on the driveway), not necessarily covered, for off-street parking.

(e) No numbered Lot as shown on the recorded plat of any section of Crow Hill shall be subdivided except that two Lot owners may subdivide a Lot between them, but only one residence shall be built on the combined original Lot and the subdivided portion of any Lot; provided, however, the conveyance of a strip of land no more than (10) feet in width from any Lot shall not constitute a subdivision of the Lot if the minimum square footage



required by the applicable zoning requirements is met by the reduced Lot. No Lot shall be used as a street or other type of access for any adjoining tracts of land which are not a part of the Crow Hill subdivision, unless the Lot owner obtains the written consent of the Declarant or its successor or assigns.

(f) No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than fifty (50) feet. In the case of a corner Lot, no building may be placed within forty (40) feet of the side-street property line. Rear yard and side yard setback requirements shall be as required by applicable zoning.

(g) Vinyl sidings or coverings shall be permitted only on wings of the main dwelling and garages and only if approved in writing by the Declarant in its sole discretion; all other sidings on the dwellings shall be either brick, stone or wood. No portions of any building erected on any Property shall have exposed concrete blocks on the exterior; stucco foundations are acceptable. The roof style of buildings erected on any Property shall be limited to mansard, hip or/or gable; and flat roofs are specifically prohibited.

(h) No building may be moved from another location and placed on any Lot, it being specifically required that any dwelling-house built on any Lot shall be of new construction and constructed on the premises. Mobile homes, manufactured homes, modular homes and kit-houses are specifically prohibited.

(i) All driveways shall be paved either with asphalt or concrete.

(j) All fencing on a Lot shall meet the following requirements:

- (1) All proposed fencing must be submitted for approval as to height, material and location, by the Declarant, its successors and assigns, so long as Declarant owns a Lot subject to these Restrictions.
- (2) Fences must comply with applicable local ordinances.
- (3) Fencing shall be restricted to the yards beside and to the rear of the dwelling and shall not be nearer the front property line than the front corners of the dwelling.
- (4) Barbed-wire and metal fabric fences are prohibited.
- (5) The “smooth” side of the fencing material shall be facing the outside of the Lot upon which the fence is located.

(k) No drainage ditches or swales constructed within the rights-of-way of streets bordering any Lot may be filled or altered in such a manner that impedes the flow of water within the right of way and/or which impedes the flow of water to a catch basin, drainage easement or stream and/or which results in water flowing from any Lot onto the adjacent street pavement.

(l) The Declarant reserves and retains an easement extending five (5) feet to each side of all property lines shown on the recorded plat for the installation of utility lines, sewer lines, drainage lines and ditches for the benefit of the Lots or any land adjacent thereto owned by the Declarant. The right to use such easements(s) may be granted by the Declarant to utility companies for a specific use without the Declarant’s disposing of its right

to use or to grant additional parties an easement for one or more reserved uses. The Declarant reserves the right to dispose of or to release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

(m) No business, profession, professional clinic or other trade or business activity shall be carried on upon any Lot or in any building erected thereon except a Lot Owner may use one room of the residence as a home office provided there is nothing visible from outside the residence to indicate a room is being used as an office, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(n) No swine or other livestock shall be kept on the premises. Household pets maybe kept for non-commercial purposes on the Property, if they are properly confined and do not constitute a nuisance. The walking of any pets on streets or Lots belonging to others for the purposes of allowing pets to relieve themselves of bodily wastes is prohibited, and each pet owner is responsible for retrieving any excrement deposited by his or her pet in the event of unintentional depositing of such waste.

(o) No abandoned or unlicensed vehicles shall be parked on any Lot unless kept in an enclosed garage, and no tractor-trailers shall be parked on any Lot except for the temporary loading and unloading of household goods.

(p) The discharging of firearms of any type on any Lot or part thereof is prohibited.

(q) No T.V. or Video Satellite dish or receiver larger than one (1) meter in

diameter or C.B. and radio antennas may be placed or installed on any Lot. Any satellite dish or receiver of one (1) meter in diameter or less is permissible, but the lot owner must make a good faith effort to place said dish or receiver to the rear of the residence located on the lot.

(r) No solar panels may be placed or installed on any Lot unless they are screened such that they are not visible from any street or adjoining Lot.

(s) No sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon outside the residence, except for the Declarant's signs, and the initial builder's sign of no more than 9 square feet of surface space and realtor's standard "for sale" signs (no subcontractor's signs shall be allowed) and thereafter, customary "for sale" signs.

(t) No recreational vehicle, motor home, boat, trailer, truck (larger than a standard pickup truck), camper, bus, motorcycle or scooter shall be parked on any subdivision street or on any Lot unless any such vehicle is parked in the rear of the house located on said Lot and not visible from the street. It is the intention of this restriction to prevent the parking of any vehicles in the parking area of the Lot other than the Owner's or the Owner's invitees' passenger automobiles and pickup trucks. No vehicle which contains any commercial printing or signs on the vehicle may be parked on a Lot unless it is either parked within a closed garage or is temporarily parked on the Lot by an invitee of the Owner.

(u) No automobile, pickup or other vehicle used for regular family transportation shall be parked on any subdivision street except for guests and for temporary periods of time. All motorized vehicles operating on any Lot or street of Crow Hill must have proper mufflers so as to eliminate noise which might be offensive to others. Minibikes

and similar two, three, or four-wheeled vehicles are prohibited from being used or operated on or within any Lot or street of Crow Hill.

(v) No property in the subdivision shall be used for the sale of any items, including automobiles, nor shall junk automobiles or other junk, trash or storage items be allowed to accumulate on any Lot of the subdivision.

(w) Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be screened to conceal same from the view of neighboring lots, roads, streets, or between streets and roads.

(x) No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of the Lot, except as is temporary and incidental to the bona fide improvement of any portion of the Lot.

(y) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for completion of the improvement in which same is to be used.

(z) No exposed above-ground tanks will be permitted for storage of fuel or water or any other substance.

(aa) Except with the prior written approval and permission of the Declarant, no water well shall be sunk or drilled on any Lot.

(bb) No outside toilet facility or septic tanks may be constructed or maintained on any Lot, except during construction of improvements on any Lot.

(cc) Outside clotheslines and such clothes-handling devices will not be permitted.

(dd) Declarant must approve the initial mailbox for each Lot. The cost and installation of the mailbox shall be at the Lot owner's expense. All future mailboxes must be of the same design, construction and color and in the same location.

(ee) No vent or other pipes or appendages may extend from the front of any residence, unless screened from public view by screening material or shrubbery.

(ff) Any exterior air-conditioning or heating equipment must be screened from public view by a screening material or shrubbery approved by the Declarant.

(gg) Downspouts and gutters must be so constructed so as not to promote the erosion of the soil of any Lot.

(hh) Any tennis courts, swimming pools, or other outdoor recreational facilities located on any Lot must be screened from public view by a screening material approved by the Declarant; moreover, any outdoor lighting must be shielded so as to cast no direct light upon adjacent Lots.

(ii) As soon as possible, but no later than the issuance of a certificate of occupancy for a house on a Lot, the Owner of the Lot, at a minimum, must immediately sow grass seed over all areas that are not natural areas to control erosion. The landscaping plan previously approved must be completed within six (6) months of the issuance of the certificate of occupancy.

(jj) Any unintentional violations of these restrictions, covenants, or conditions herein set forth which do not materially alter the character of the development may be removed, modified or changed by securing the written consent of the Declarant, its successors or specific assigns, for so long as Declarant owns a Lot subject to these Restrictions, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds, Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant, its successors, specific assigns.

(kk) The foregoing covenants, restrictions and conditions shall run with the land. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant, either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Hobbies and Activities. The pursuit of hobbies or other inherently dangerous or unsightly activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the discharging of firearms of any type, fireworks or pyrotechnic devices of any type or size; and such other

activities shall not be pursued or undertaken on any part of any Lot or the Common Areas without the consent of the Board of Directors of the Association.

Section 6. Nuisances and Unsightly Materials. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed, covered structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units. In the event any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this Section, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs, until paid, shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenants for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, its agents, assigns, or representatives. No such entry as provided in this Section shall be deemed a trespass. The provisions of this Section shall not apply to Lots upon which houses are under construction.



**Section 7. Governmental Regulations.** Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

## **ARTICLE VII**

### **Easements**

**Section 1. Walks, Drives, Parking Areas and Utilities.** 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, television antenna lines, and other public utilities as shall be established prior to subjecting the properties to this Declaration by the Declarant or its predecessors in title. The Association shall have the power and authority to grant and to establish in, over, upon, and across the Common Areas conveyed to it such further easements as are requisite for the convenient use and enjoyment of the properties.

**Section 2. Utilities and Drainage.** All utility lines of every type, including but not limited to water, electricity, natural gas, telephone, sewage and television cables, running from the main trunk line or service locations must be underground. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, across, over and under the ground to erect, maintain, replace and use water, sewer, electric and telephone systems, wires, cables, and conduits for the purpose of bringing public services to the Lots and Common Areas, said easement to be within (i) twenty (20) feet of each lot line fronting on a street, (ii) ten (10) feet along the side lines of each lot, (iii) twenty

(20) feet along the rear line of each lot, (iv) the rights of way of any street or road shown on any recorded plat(s) of the Property, and (v) such other areas as are shown on any recorded plats of the Property; provided further, that the Declarant or Association may cut, at its own expense, drain ways for surface water wherever and whenever such action is required by applicable health or sanitation authorities in order to maintain reasonable standards of health, safety and appearance. In the event of any additions to the Property, as provided in Article III, by the Declarant or others with the consent of the Declarant, the easements created hereby shall exist on the Lots in such additions to the Property. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

Section 3. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Declarant or the Association, firemen, ambulance personnel and all similar persons to enter upon the Property, or any property or portion thereof which is now or hereafter made subject to this Declaration, in the performance of their respective duties.

## **ARTICLE VIII**

### **Insurance**

Section 1. Fidelity Insurance Coverage. The Association may provide for fidelity coverage against dishonest acts on the part of the officers, directors, management, contractor, employees or volunteers responsible for handling funds belonging to or administered by the Association at the discretion of the Board of Directors of the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount set by the Association. In connection with such coverage, an appropriate

endorsement to the policy to cover any person or persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. If requested by an Owner or first mortgagee, such policies shall additionally provide that the policies cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to all who have requested such notice.

Section 2. Other Insurance. The Board of Directors of the Association may purchase and maintain in force as a common expense, liability insurance, debris removal insurance, plate or other glass insurance, fidelity bonds and other insurance or bonds that it deems necessary. The Board of Directors of the Association shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the Association.

## ARTICLE IX

### Rights of Institutional Lenders

Section 1. Amendments. The prior written approval of each institutional holder of a first deed of trust on Lots will be required for any material amendment to the Declaration or to the Bylaws of the Association which affects the rights of such holders.

Section 2. Professional Management. Declarant reserves the right to select professional management of the Association for the period during which Declarant maintains voting control of the Association. Declarant is not required to engage professional management, but may, if Declarant so desires. Following the transfer of voting control to the Owners pursuant to Article III, the Owners may vote either to engage professional management for the Association, or to self manage the Association. Any contract for

professional management shall provide that the Association may terminate said contract on the giving of not less than ninety (90) days notice.

Section 3. Inspection and Notice. Upon written request, any institutional holder of a first lien on a lot will be entitled to:

- (a) inspect the books and records of the Association during normal business hours; and
- (b) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year; and
- (c) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; and
- (d) written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (e) written notice of any proposed action that requires the consent of a specified percentage of mortgage holders; and
- (f) written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 4. Condemnation or Default.

(a) If any Lot or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition.

(b) The holder of a first mortgage on any Lot shall be given prompt written notice of any default in the mortgagor's obligations hereunder which are not cured within thirty (30) days of said default, provided that the holder shall have given written notice to the Association that it is a holder as to the Lot of such mortgagor and shall have requested the notice of default as herein set forth.

## **ARTICLE X**

### **General Provisions**

**Section 1.** **Duration.** The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for thirty (30) years from the date of recording, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above-described property to change, amend or revoke the restrictions in whole or in part. Every purchaser, owner or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2.     Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Owners during the first twenty (20) year period and of at least sixty percent (60%) of the Owners thereafter, and with the consent of the Declarant, so long as Declarant owns a Lot in the Property.

Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, hereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Article. Amendments as used in this Article X shall not mean the addition of properties as provided in Article II.

Section 3. Procedure for Certification and Recordation of Amendment. Any instrument amending these covenants, conditions, and restrictions (other than a permitted unilateral amendment by the Declarant, or an amendment by the Board of Directors to correct an error or inconsistency in drafting, typing or reproduction) shall be delivered, following approval by the owners, to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been approved by the Owners of the required number of Lots as provided in Section 2 of this Article. (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.

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be executed by the Association's officers in the same manner that deeds are executed, and recorded in the Forsyth County Registry.

All amendments shall be effective from the date of recordation in the Forsyth County Registry, unless a later effective date is specified therein. 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 the Owners of all Lots in this development.

Section 4. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these Restrictions, it shall be lawful for the Association or for any other person, firm or corporation owning any property to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The violating party shall be responsible for all costs and attorneys' fees incurred by the Association or such other Owner in such action. Any failure by the Association or any Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these Restrictions by judgment or court order shall neither affect any of the provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 5. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to Common Areas; provided, however, that any transferee, grantee or assignee shall be deemed to have assumed the same, in the event of any such sale, transfer or conveyance. Declarant shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants arising after such sale, transfer or conveyance.



Section 6. FHA/VA Approval. This paragraph shall apply only in the event Declarant desires FHA or VA approval for Crow Hill. As long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Conflicts. In the event of any irreconcilable conflict between the Declaration and the Bylaws of the Association, the provisions of this declaration shall control. In the event of any irreconcilable conflict between this Declaration or the Bylaws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 8. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular sections to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarant and all persons claiming by, through and or under Declarant.

Section 9. Unintentional Violation of Restrictions. In the event of an unintentional or minor violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserves the right (by and with the mutual written consent of the Owner or Owners if Declarant is no longer the owner of the Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

## ARTICLE XI

### **Dissolution or Insolvency of the Association**

**Section 1. Insolvency.** In the event that the Association becomes insolvent or for any reason whatsoever loses the ownership of any of the private streets, if any, or Common Areas, the Owners of Lots having an interest in such Common Areas and private streets may, at their election as determined by majority vote of those affected, form a nonprofit corporation as provided in the Articles and Bylaws of the Association and assign to it the duty and authority to assess on a per Lot basis all Lots having an interest in such Common Areas and private streets whereupon such corporation shall maintain such Common Areas and private streets in the same manner that the Association is empowered to do by this instrument with the same right of lien for assessments provided for herein.

**Section 2. Default by the Association.** Upon default by the Association in the payment to the Jurisdiction entitled thereto of any assessments for public improvements or ad valorem taxes levied against the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in Crow Hill shall become personally obligated to pay to the jurisdiction a portion the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the jurisdiction by the total number of lots in Crow Hill. If the sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the Owner, his heirs, devisees, personal representatives, and assigns. The taxing or assessing jurisdiction may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner.

IN WITNESS WHEREOF, the Declarant, by its duly authorized member, has caused this Declaration of Covenants, Conditions and Restrictions to be duly signed this 25<sup>th</sup> day of May, 2000.

CROWHILL LAND COMPANY, L.L.C. (SEAL)

By: Karl Alexander Stimpson (SEAL)  
Karl Alexander Stimpson, Member

By: Charles Aubrey Stimpson (SEAL)  
Charles Aubrey Stimpson, Member

By: Clay V. Ring (SEAL)  
Clay V. Ring, Member

By: Ann C. Ring (SEAL)  
Ann C. Ring, Member

NORTH CAROLINA )

)

COUNTY OF FORSYTH )

I, Darlene James Yale, a Notary Public of Forsyth County,  
State of North Carolina, do hereby certify that Karl Alexander Stimpson, Member of Crow  
Hill Land Company, L.L.C., personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument. Witness my hand and notarial seal, this the 25<sup>th</sup>  
day of May, 2000.

Darlene James Yale  
Notary Public

My commission Expires: June 23, 2004

NORTH CAROLINA )

)

COUNTY OF FORSYTH )



I, Darlene James Yale, a Notary Public of Forsyth County,  
State of North Carolina, do hereby certify that Charles Aubrey Stimpson, Member of Crow  
Hill Land Company, L.L.C., personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument. Witness my hand and notarial seal, this the 25<sup>th</sup>  
day of May, 2000.

Darlene James Yale  
Notary Public

My commission Expires: June 23, 2004

NORTH CAROLINA )

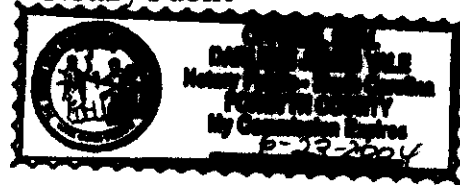
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COUNTY OF FORSYTH )

I, Darlene James Yule, a Notary Public of Forsyth County,  
State of North Carolina, do hereby certify that Clay V. Ring and Ann C. Ring, Members of  
Crow Hill Land Company, L.L.C., personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument. Witness my hand and notarial seal, this the  
25<sup>th</sup> day of May, 2000.

Darlene James Yule  
Notary Public

My commission Expires: June 23, 2004



The foregoing cert STATE OF NC - FORSYTH CO The foregoing certificate(s) of: Darlene James Yule is correct.  
This instrument and this NP(s) is/are certified to be correct at the date of recordation shown on the first page thereof. the Book  
and Page shown on the fi Dickie C. Wood, Register of Deeds by: JW Deputy/Asst

Dickie C. Wood, Register of Deeds of Forsyth County