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Wake County, NC 1123
Laura M Riddick, Register Of Deeds

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CALLAN PARK TOWNHOMES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALLAN PARK TOWNHOMES (hereinafter called "this Declaration") is made this 1st day of April, 2002, by WALDO STREET, LLC, a North Carolina limited liability company (hereinafter called "Declarant").

PURPOSE OF DECLARATION

Declarant owns certain real property and improvements shown and contained on certain maps including that certain recombination and easement relocation plat entitled "Callan Park at Waldo", dated March 22, 2002, and recorded in Book of Maps 2002, Page 487, Wake County Registry (hereinafter called "the Property" and this said map is hereinafter called "the Townhome Map"), and desires to create thereon, a residential community of attached Dwelling Units to be named Callan Park Townhomes (hereinafter collectively called "the Development"). Declarant desires to insure the attractiveness of the Property, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Property and to provide for the maintenance and upkeep of the exterior (not including doors and windows) of the Dwelling Units, including the area of a Lot outside the Dwelling Unit and the Common Areas, as hereinafter defined, and to this end desires to subject the Property to the covenants, conditions, restrictions, assessments, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof, and their heirs, successors and assigns. The Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Property and to insure the residents' enjoyment of the maintenance and upkeep of the exterior of all Dwelling Units, including the area outside of the exterior walls of said Dwelling Units and the Common Areas as hereinafter set forth, to create an organization to which will be delegated and assigned the power of owning, maintaining and administering the Common Areas, and maintaining most of the exterior of the Dwelling Units, and administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. Thus, Declarant, soon after the recording of this Declaration, will incorporate, under North Carolina law, the Callan Park Townhomes Owners Association, Inc. as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does hereby declare that all of the Property shown on the aforesaid map of Callan Park Townhomes and described in Article II, along with any future additions thereto, is and shall be held, sold and conveyed subject to the easements, assessments, restrictions, covenants and conditions, charges and liens set forth in this Declaration, which are for the purpose of protecting

the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and/or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1. "Association" shall mean and refer to Callan Park Townhomes Owners Association, Inc., a North Carolina non-profit corporation, its successors and/or assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Declarant" shall mean and refer to WALDO STREET, LLC, a North Carolina limited liability company, its successors and assigns, if such successors or assigns should acquire all of Declarant's interest in the Property, or if such successor or assign is specifically designated as a "Successor Declarant" in a document duly executed and recorded in the Wake County Registry.

Section 4. "Dwelling Unit" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached dwelling for a single family or individuals. By way of illustration, but not limitation, each townhouse or townhome shall constitute a separate Dwelling Unit.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Property with the exception of any Association Property (which shall be designated as "Common Area" or "Association Property" on the said Townhome Map) and shall include all improvements thereon.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "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 part of the Property, including contract sellers, but excluding those having any interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to the real property and improvements described in Article II hereof.

Section 9. "Association Property" or "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Association Property should be shown on the plats of the Property recorded or to be recorded in the Wake County Public Registry, and expressly should include any water and sewer lines serving one or more Lot(s) and located outside of a public right-of-way, any public or private sanitary sewer easements serving one or more Lot(s), all private or public drainage easements, and all private driveways and/or parking areas and sidewalks.

Other terms not specifically defined herein shall have the meanings given to them under the North Carolina Planned Community Act found in Chapter 47F of the North Carolina General Statutes.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, used, transferred, sold, leased, mortgaged, conveyed and occupied subject to this Declaration and within the jurisdiction for the Association is located in Cary, Wake County, North Carolina, is described as follows (and may ultimately include future additions thereto):

BEING all of that certain 2.50 acre tract shown on the said Townhome Map recorded in Book of Maps 2002, Page 487, Wake County Registry.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two (2) classes of Lots with respect to voting rights:

A. Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same is hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as Owners thereof among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Class A Lot.

B. Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in (i) or (ii) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease and be converted to Class A Lots on the happening of either of the following events, whichever occurs earlier:

- (i) when the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or
- (ii) on June 30, 2004, unless the Declarant in its sole discretion elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 3. Suspension of Voting Rights. Voting rights attributable to an ownership interest in a Lot shall be suspended throughout the term of any default under this Declaration, the

Association's Articles, Bylaws and/or any published rules and regulations, by an Owner of such Lot, so long as the statutory due process procedures under Chapter 47F, The North Carolina Planned Community Act, of the North Carolina General Statutes (hereinafter called "Chapter 47F") are followed.

Section 4. Control by Declarant. Notwithstanding any other language or provision to the contrary herein or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any Members of the Board and any officer(s) of the Association until ninety (90) days after the first of the events to transpire outlined in Article III, Section 2 above, concerning the termination of the Class B Member status of Declarant, or the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant, if Declarant then owns one or more Lots and a special meeting of the Association shall be called for and held within ninety (90) days after the date of the expiration of Declarant's rights hereunder. At such special meeting the Owners shall elect a new Board of Directors pursuant to the said Chapter 47F which Board shall undertake the responsibilities of running the Association and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section.

ARTICLE IV. PROPERTY RIGHTS

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

(a) The right of the Association to limit the use of the Association Property to Owners who occupy a residence on the Property as their principal residence in Wake County, North Carolina, and to their families, tenants, contract purchasers and guests as provided in Section 2 of this Article IV;

(b) The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless written notice of the proposed action is sent to every Member not less than thirty (30) days and not more than sixty (60) days in advance and all statutory procedures and requirements of Chapter 47F are followed. This paragraph shall not preclude the Association or Declarant from granting easements to public authorities or others for the installation and maintenance of electrical, telephone, cablevision, water and sewage utilities and drainage facilities, upon, over, under and across the Association Property without the assent of the membership when, in the sole

opinion of the Board or Declarant, such easements do not interfere with the use and enjoyment of the Property or are necessary for the convenient use and enjoyment of the Property; provided, however, that all utility easements granted by the Association (but not Declarant) shall be limited to underground installations;

(c) The right of individual Owners to the primary use of the driveways and/or paved parking pad areas located on the Association Property directly in front of such Owner's Lot;

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

(e) The Association shall have the power to borrow money for the purpose of improving the Common Area and pursuant thereto to mortgage the Common Area, or any portion thereof; provided, however, that written notice of the proposed action is sent to every Member not less than thirty (30) days and not more than sixty (60) days in advance of the execution of said mortgage and all statutory procedures and requirements of the said Chapter 47F are followed. The rights of such mortgagee in said Common Area properties shall not necessarily be subordinate to the rights of the Members;

(f) The right of the Association to adopt, publish, and enforce rules and regulations as provided in Article X;

(g) The right of the Association to enter any Lot in order to perform any maintenance, alteration, or repair required herein to be performed by the Association, including the maintenance, alteration or repair of any driveway or other items located on the Association Property and the Owners of such Lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance verbal or written notice;

(h) The right of the Association or its representative to enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not require any advance notice.

Section 2. Delegation of Use.

(a) Family. The rights and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owner's family who occupy the residence of the Owners within the Property as their principal residence in Wake County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be delegated from the Owner to his tenants or contract purchasers who occupy a residence within the Property, or a portion of said residence, as their principal or secondary residence in Wake County, North Carolina.

(c) Guests. If applicable, recreational facilities situated upon the Property may be utilized by guests of Owners, tenants or contract purchasers subject to the rules and regulations of the Association, as may be established by its Board of Directors, governing said use.

Section 3. Exchange of Association Property. The Association, acting with the consent of a majority of the Members of each class present or represented by proxy at a duly called meeting of the Association at which a quorum is present, at any time and from time to time may exchange with Declarant, or with any Owner, or with any other person with whom such an exchange is determined by the Board to be in the best interests of the Association, a portion of the Association Property for a portion of the real property owned by the Declarant, such Owner or such person, provided that the real property acquired by the Association in the exchange: (i) is free and clear of all encumbrances except for any applicable Supplemental or Additional Declaration and subdivision covenants, and easements for drainage, utilities, and greenways; (ii) is contiguous to a Lot, Dwelling Unit or some portion of the Association Property, or roadways; (iii) has like area and utility, or is of approximately the same market value, as the portion of the Association Property exchanged; (iv) the exchange is approved by the Town of Cary Planning Director (if such approval is required); and (v) the acreage and configuration of the remaining Association Property equals or exceeds the requirements of the Cary City Code (if applicable). In addition to the foregoing, the Association shall have the right to exchange portions of Association Property with the Declarant or with any Owner without the consent of the Members (as determined by the Board) for other real property for the purpose of eliminating encroachments or improvements onto portions of the Association Property to be retained by the Association or for the purpose of correcting any encroachments of any improvements located on a Lot or Dwelling Unit.

Notwithstanding any provision herein to the contrary it is expressly provided that the Association may convey to the Declarant, as well as any other Member, for fair market value any portion of the Common Area previously conveyed to the Association, as provided in the Articles of Incorporation of the Association. Any such conveyance shall be subject to prior VA or HUD approval. Upon such conveyance, the area conveyed shall cease to be Common Area and shall cease to be subject to the provisions of these covenants relating to the Common Area. Any area purchased by the Association pursuant to the foregoing language shall become Common Area and subject to the provisions of these covenants relating to the Common Area. (The following hypothetical situation is by way of illustration, but not of limitation: Due to a surveying error an undesirable drainage area is designated for the location of Lots. Under this provision, the Declarant and the Association exchange deeds so that the Lots may be relocated within the Common Area and the area previously designated for Lots may be converted to Common Area.)

Section 4. Conveyance of Common Areas to the Association. Association Property shall be conveyed to the Association in fee simple without any encumbrances except for this Declaration, and drainage, greenway, and utility easements. Title to the Association Property shall be conveyed to the Association no later than the time of conveyance of the first Lot to an Owner other than Declarant. Any current or future open space, Association Property and/or

private streets shall be preserved for the perpetual benefit of the Owners, and is hereby restricted against private or public ownership for any other purpose.

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owners of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, and (c) individual assessments which may be established against particular Lots, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and of the exterior of the Dwelling Units and Lots, including the maintenance, repair, and reconstruction of driveways, walks, parking areas and walking paths situated on the Property, such maintenance to include the cutting and removal of weeds and grass on Lots owned by Owners or Declarant as well as all Association Property, the removal of trash and rubbish, or any other maintenance, and for the exterior maintenance of the Dwelling Units (other than exterior windows and doors which shall be the responsibility of the individual Dwelling Unit Owner) situated upon the Property as hereinafter provided, for the use and enjoyment of the Association Property, including, but not limited to, the cost of repairs, replacements, and additions, the cost of utilities, labor, equipment, materials, management, and supervision, and the payment of taxes and public assessments assessed against the Association Property. In addition, the assessments may be used for the procurement and maintenance of insurance in accordance with this Declaration, the retention of attorneys, accountants or other professional service providers to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements, including, without limiting the generality of the foregoing, roofs, painting the exterior of Dwelling Units, paving, and any other major expense for which the Association is responsible, and such other needs as may arise. Any expense or portion thereof for the operation, repair, maintenance or replacement of Association Property may be reasonably assessed by the Board against the Lot or Lots benefited thereby in proportion to the relative benefit derived therefrom as an individual assessment.

Section 3. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the

Association Property and those other portions of the Property which the Association may be obligated to maintain. Such reserve fund is to be established out of the annual assessments.

Section 4. Maximum Annual Assessment. At the closing of a conveyance of a Lot from Declarant to an Owner, said Owner shall be responsible for the payment of a one-time working capital contribution to the Association in the amount of One Hundred Dollars and No/100 Cents (\$100.00). Moreover, until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be up to Nine Hundred Dollars and No/100 Cents (\$900.00) per Lot (i.e. \$75.00 per month per Lot).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased effective January 1 of each year, without a vote of the Members, but subject to the limitation that any such increase shall not exceed the greater of ten percent (10%) of the amount of the maximum annual assessment of a preceding calendar year or the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for all cities over the preceding calendar year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above if such increase is approved by Members entitled to cast no less than two-thirds (2/3rds) of the votes appurtenant to each Class of Lots represented in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The provisions of this section shall not apply to nor be a limitation upon any change in the basic annual assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Property or Common Area, or in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the same approval of the Members as provided in Section 4(b) of this Article.

Section 6. Notice and Quorum for any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 of this Article shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum

at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessments.

(a) Assessments other than individual assessments must be fixed at a uniform rate for all Lots. Annual Assessments other than individual or special assessments may be collected on a monthly, quarterly, annual or other basis, as determined by the Board. The Board shall have the power at any time and from time to time, in its sole discretion and upon such terms and conditions as the Board deems appropriate, to allow percentage discounts to Owners who pay assessments earlier than would otherwise be required for such payments; provided, however, all such discounts shall be made available to and applied uniformly to the Owners of all Lots that are subject to the assessment to which the discount applies.

(b) The annual assessment for a Lot on which there is not a Dwelling Unit, or upon which there is a Dwelling Unit for which a certificate of occupancy has not been issued by the governmental authority having jurisdiction thereof at the time the Lot is conveyed to the Owner by Declarant, shall, for the first six (6) months that such Lot or Dwelling Unit is subject to the annual assessment, be in an amount equal to fifty percent (50%) of the annual assessment established by the Board, and thereafter shall be applied at the full rate.

(c) Notwithstanding anything to the contrary that may appear in this Declaration, all Lots owned by Declarant as shown on a recorded plat, shall be exempt from annual and individual assessments.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot; and in the event the Board 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 change in the assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The certificate shall be binding on the Association, the Board and every Owner.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date the assessment shall bear interest from the due date at a rate not to exceed eighteen percent (18%) per annum and, pursuant to Chapter 47F, shall constitute a lien

on that Lot when a claim of lien is filed and recorded with the Clerk of Superior Court. The Association may levy late charges in addition to the interest specified above, may bring an action at law against the Owner personally obligated to pay any assessments, late charges and/or interest, or, pursuant to said Chapter 47F, may foreclose the lien created herein in the same manner as prescribed under Chapter 45 of the North Carolina General Statutes, for the foreclosure of Deeds of Trust. Costs and reasonable attorney's fees as provided by law of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by the nonuse of the Common Area or abandonment of his Lot.

In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall be further empowered to execute on that judgment in such manner and to the full extent provided and permitted by the laws of the State of North Carolina.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot and to any ad valorem taxes for such Lot. 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 first mortgage or deed of trust pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer; provided, however, that the Board of Directors of the Association may in its sole discretion determine such unpaid assessments to be an annual assessment collectible from all Owners including the foreclosure sale purchaser. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI. **MAINTENANCE**

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Association Property within Callan Park Townhomes, as well as all improvements located thereon. This maintenance shall include without limitation maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and grass areas, driveways, sidewalks, streets and other improvements situated on the Association and Association Property within Callan Park Townhomes. The Association shall maintain and keep in good repair all landscaping and grass areas within the boundaries of all Lots, irregardless of whether a Lot is owned by an Owner or Declarant. The Association shall maintain and keep in good repair all paved, gravel or concrete private streets, walkways, driveways and parking areas;

and all water, sewer, gas and electricity lines serving more than one (1) Lot, even though located partially or wholly within the boundaries of a Lot.

The Association shall provide exterior maintenance upon Lot improvements as follows: paint, stain, repair, replace and care for roof surfaces and roof systems, any gutters and downspouts and all exterior building surfaces, including the painting and staining of entry doors and garage doors, but excluding repair and replacement of entry doors and garage doors and their appurtenant hardware, and further excluding all exterior glass including windows and any patio or other exterior doors (i.e. the Association shall be responsible for painting or staining all exterior doors and windows or glass frames but the Lot Owner shall be responsible for all other maintenance of exterior doors and/or windows or glass).

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

Section 2. Owner's Responsibility. Except as provided in Section 1 of this Article, above, all maintenance of the improvements on the Lot shall be the responsibility of the Owner thereof. Each Owner shall maintain, repair and replace, at his expense, all interior portions of the improvements on his Lot which shall need repair, including bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner's Lot. Further, each Owner shall repair, maintain and replace, at his own expense, when necessary, the heating and air-conditioning systems servicing his dwelling, whether located on his Lot or the Association Property adjacent to his Lot. Each Owner shall be responsible for interior and exterior pest control.

In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have ten (10) days after the sending of such notice within which to complete such maintenance, repair, or replacement; or, in the event that such maintenance, repair or replacement is not capable of completion within this ten (10) day period, to commence and complete such work within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3. Management Agreement. The Association shall have the right to hire a management company to undertake any of its responsibilities set forth in the Declaration. However, any such management agreement shall be terminable without cause by the Association, without liability, upon not more than ninety (90) days' notice to the other party.

ARTICLE VII. **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the 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 for a party wall shall be shared in equal shares by the Owners of the two (2) adjoining Lots utilizing such wall.

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 the Owner of the other Lot adjoining such wall shall contribute one half of the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omission.

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, either pursuant to the rules of the American Arbitration Association then in effect or by common law if agreed by the pertinent Owners.

Section 7. 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 with whom such Owner shares a party wall to the extent reasonably necessary to perform repair, maintenance, or reconstruction of such a party wall. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the repairing Owner shall restore the adjoining Lot or Lots and Association Property to as near the same

condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 8. Certification by Adjoining Property Owner that No Contribution is Due. If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article VII, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of such adjoining Owner to make such certification immediately upon request and without charge; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

ARTICLE VIII. ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no construction of any Dwelling Unit, no site preparation on any Lot, no significant change in grade or slope of any Lot, no construction or placement of any building or exterior additions to any other structure situated upon a Lot, and no construction of or changes or additions to any other structure or improvement on a Lot or Dwelling Unit shall be commenced nor shall any of the same be placed, maintained or allowed to remain, on any Lot or Dwelling Unit until the Association Board of Directors has approved in writing the plans and specifications therefor and the location of such improvements. If such approval is not granted within sixty (60) calendar days after a detailed written submission from the pertinent Lot Owner describing such proposed construction or change is received by the Association, then the submission shall be deemed to have been approved.

ARTICLE IX. INSURANCE

Section 1. By Association. The Association shall procure and maintain the following fire and extended coverage insurance, and shall collect the amounts set forth in (a) and (b) of this Section 1 from the Owners in the Annual Assessment:

(a) Coverage. Each townhouse unit and improvements upon a Lot shall be insured in an amount equal to at least eighty percent (80%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

- (i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;
- (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
- (iii) Such policies shall contain clauses providing form waiver of subrogation.

(b) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than Three Hundred Thousand and No/100 (\$300,000.00) Dollars per occurrence.

All such policies shall name the Owner as one of the named insureds as its interest appears and, upon written request, copies of said policies and renewals thereof shall be furnished to each applicable Owner. Upon failure by the Association to promptly pay the premiums due on the policy insuring the Owner's townhouse unit and improvements, such Owner may, but it is not required to, pay the delinquent premium(s), and shall bill the Association for such premium amount but any such Owner shall not be entitled to offset any such bill against his future assessments without express written authorization from the Association for any such offset.

Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(c) Association Property. All insurance policies upon the Association Property shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of Owners.

(d) Coverage. All buildings and improvements upon the Association Property and all the personal property of the Association included in the Association Property or otherwise owned by the Association shall be insured in an amount equal to at least eighty percent (80%) insurable replacement value as determined annually by the Association with the assistance of the insurance company shall provide protection against:

- (i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;
- (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
- (iii) Such policies shall contain clauses providing form waiver of subrogation.

(e) Liability. Public liability shall be secured by the Association with limits of liability of no less than One Million and No/100 (\$1,000,000.00) Dollars per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner, the Association, its directors and officers. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(f) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment described in Article V above.

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

- (i) Proceeds on account of damage to Association Property and facilities are to be held for the Association.
- (ii) If applicable due to insured casualty occurring on the Sub-Association Property, proceeds on account of damage to Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.
- (iii) In the event a mortgage endorsement has been issued for any Lot, the share of the proceeds of the Owners shall be held in trust for the mortgagee and the Owners as their interests may appear.

(h) Subrogation. Each insurer shall waive its right to subrogation under any policy maintained pursuant to this Section 2 against any Owner or member of Owner's household.

(i) Act or Omission of Owner. No act, error or omission of any Owner, unless such Owner is acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under any of the policies maintained pursuant to this Section 1.

(j) Other Insurance. If, at the time of a loss, there is other insurance in the name of an Owner covering the same risk covered by the Association's policy, the Association's policy shall provide primary insurance.

(k) Issuance of Certificates; Cancellation. Any insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurer issuing an insurance policy under this Section 2 may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed in the following manner:

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

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs to the Association Property and, if applicable due to insured casualty occurring on the Association Property, proceeds on account of damage to Lots shall be paid to defray the cost of repair to the Lots. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners as provided in Section 2(g)(ii).

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, may, as determined by the business judgment of the Association Board of Directors from year to year, first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to at least six (6) months' assessments, plus reserves accumulated. Premiums for such insurance shall be included as part of the annual assessment described herein.

ARTICLE X. USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the use and enjoyment of the Association Property and/or Common Area. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Antennas/Satellite Dishes. Subject to any contrary rules and regulations of the Federal Communications Commission now in effect or hereafter enacted, no exterior antennae, earth satellite station, microwave dish or other similar improvements may be constructed, placed, or maintained or allowed to remain on any Lot or Dwelling Unit (or on any Improvement) unless the same is no greater than twenty-four (24) inches in diameter and is screened by materials approved by the Association Board of Directors so that it cannot be seen from the street on which the Dwelling Unit fronts or from any adjacent Lot or Dwelling Unit.

Section 3. Restrictions on Use. The Lots shall be occupied and used by Owners for residential purposes only and no trade or business activity of any kind (other than activities related to installation and maintenance work by utility providers and persons responsible for street maintenance, construction, alteration, repair, improvement, maintenance or replacement of a Dwelling Unit, or improvement or maintenance of a Lot or Dwelling Unit) shall be conducted in or from any Lot or within any Dwelling Unit.

This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property.

Declarant shall also have an easement to maintain For Sale or Rent signs on the Association Property advertising the Property.

Section 4. Nuisances. No activity deemed noxious or offensive by the Association Board shall be conducted upon any Lot, Dwelling Unit, or Association Property or Common Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles, or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and quality level of appearance of the community.

No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three (3) in number, except for newborn offspring of such household pets which are under nine (9) months in age. Notwithstanding the foregoing, "Pit-Bulldogs" are expressly prohibited. Also, the Association has the right to prohibit, or require the removal of, any dog or animal, which after consideration of factors such as size, breed, and disposition of the animal, interferes with the peaceful enjoyment by other Owners of their Lots if the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance, or a safety hazard.

No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn and garden products which shall be used by Owner in a manner not to permit spills or runoff of such materials onto the Lot, adjacent lots or property, Association Property, drainage or sewer easements, wetlands area, ponds or buffers. No activity shall be allowed which violates local, state or federal laws or regulations; provided however, the Board shall have no obligation to take enforcement action in the event of a violation.

Section 5. Temporary Structures and Parking of Vehicles On-street and Off-street. No structure of a temporary nature shall be erected or allowed to remain on the Property, and no trailer, basement, shack, tent, garage, barn or any other outbuilding of a similar nature shall be used on any Lot as a residence on the Property, either temporarily or permanently. No playground equipment shall be permitted within any setbacks or the buffered areas adjacent to any public or private street or road within the Property. Mobile house trailers, on or off wheels, recreational vehicles ("RVs"), motor homes, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the Lot and any boats and boat trailers shall not be permitted on any Lot or any other portion of the Property, unless inside a garage, carport or enclosed structure specifically approved by the Association Board.

No out buildings storage sheds, trash receptacles or other structures shall be placed between the dwellings on the Property and any adjoining public right-of-way or adjoining property.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot or elsewhere within the Property in such manner as to be seen from any other Lot or any street within the Property, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said Lot. Vehicles of any type shall not be parked on the sidewalks or within the private street rights-of-way, nor shall vehicles of any type be parked or stored on any part of the Lot or other portion of the Property not improved for that purpose, i.e. garage, driveway, or parking pad. This paragraph does not preclude occasional, overnight overflow parking within the street rights-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the Owners of other Lots.

The provisions of this Section 6 shall not preclude temporary buildings and other structures used during the construction period by Declarant for sale of Lots, such as a temporary sales office or construction trailer. This paragraph shall also not preclude trucks and other construction vehicles used during construction of dwellings and Lot development by Declarant or its contractors, agents and employees.

Section 6. Signs. No signs or other advertising devices shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without being approved by the Association Board of Directors, but no "For Sale" signs may exceed 18" x 35" when placed in the window of a townhouse unit, and Declarant may post temporary "For Sale" or "For Rent" and other advertising signs on the Property as deemed reasonably necessary by Declarant or its agents and representatives.

Section 7. Control of Dogs. Every person owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon his own Lot; provided, however, that such dog may be off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be stored in sanitary containers in accordance with the rules and regulations of the Association and of any health or public safety authority having jurisdiction over the property. No trash, garbage or other waste may be placed with the Association Property, except in containers approved by the Association.

Section 9. Prohibition of Renting for Transient or Hotel Purposes. No Owner shall rent his Lot or the Dwelling Unit thereon for transient or hotel purposes, which for the purposes of this Declaration shall be defined as either a rental for any period less than thirty (30) days or any rental if the lessee of the Lot or the Dwelling Unit thereon is provided customary hotel services. Each permitted lease shall lease an entire Lot and Dwelling Unit thereon, shall be in writing, and shall be subject to this Declaration and the Bylaws of the Association, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who enters into a lease of his Lot or the Dwelling Unit thereon shall promptly notify the Association of the name and address of each lessee, the Lot or the Dwelling Unit

thereon rented, and the term of the lease. Other than the foregoing restrictions, each unit Owner shall have the full right to lease his Lot or the Dwelling Unit thereon.

ARTICLE XI.
EASEMENTS

Section 1. General. All of the Property, including Lots and Association Property, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewer, storm drainage facilities, gas lines, telephone lines, electric power lines; and other public utility facilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Property to this Declaration or by recording of the Townhome Map or any future revision or recombination thereof; and the Declarant, prior to conveying the Association Property to the Association, shall have the power and authority in accordance with Article IV, Section 1(b) herein to grant and establish upon, over, under, and across the Association Property such further easements as are required for the convenient use, development and enjoyment of the Property. All new utilities shall be installed underground, if at all possible. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress, and regress across all Association Property, now or hereafter owned by the Association, for the purpose of development of the Property and construction of improvements within the Property. Following use of this easement, the Association Property shall be restored to the same condition which existed prior to the use of the easement.

Declarant shall construct all driveways upon all Lots before a Certificate of Occupancy for such Lot is issued. All Owners sharing joint driveways shall have non-exclusive easements for the use of such driveways located upon such Owners' Lots and/or upon the Association Property. All of the driveways shall be maintained by the Association in accordance with this Declaration. All Lots and Association Property shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots and Association Property to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves and walls.

Section 2. Construction. Declarant or any other party initially constructing improvements on the Lots, hereby reserves a construction easement over the Property for the purposes reasonably related to the installation of streets and utilities and construction of dwellings on the Lots and improvements on the Association Property. Following use of this easement, the Association Property shall be restored to the same condition which existed prior to the use of the easement.

Section 3. Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen, postal service personnel, garbage collection personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. The Association and its agents shall also have the right to enter the Lots and any improvements located thereon for the purposes of making any emergency repairs or replacements.

ARTICLE XII.
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have any right to enforce, by 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 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the property. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any such amendment shall not be effective until such amendment has been filed of record in the Wake County Public Registry. No amendment to this Declaration shall be effective unless consented to by Declarant, as evidenced by written document signed by Declarant and recorded in the Wake County Public Registry, for so long as there is a Class B membership; and no amendment to this Declaration may affect easements granted to Declarant, the Town of Cary, or any other party without the consent of the party or parties to whom the easements are granted. Such amendment shall be prepared, executed, certified and recorded by the President, Vice-President or Secretary of the Association.

Section 4. Management and Contract Rights of Association. Declarant may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance and management of the Property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract by the Association Board of Directors.

Section 5. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon written request in each of the following alternatives, be entitled to: (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnations or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage, (e) receive written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of any insurance policy maintained by the Association.

Section 6. VA and HUD Approval. As long as there is a Class B member, the following acts will require the prior approval for compliance with established VA and HUD guidelines: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Master Covenants, Conditions and Restrictions.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and appropriate seals and duly executed this Declaration as of the day and year first above written.

Declarant:

WALDO STREET, LLC, a North Carolina limited liability company

BY: *Jeff Fike*
Jeff Fike, Member and Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, *Ann L. Harper*, a Notary Public of the County and State aforesaid, certify that Jeff Fike, duly authorized Member/Manager of Waldo Street, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for and on behalf of the said limited liability company, all as of the day and year first above written.

Witness my hand and official stamp or seal, this *1st* day of *April*, 2002.

NOTARY SEAL

Ann L. Harper
Notary Public

My Commission Expires: *8/8/06*



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009360 Page : 00758 - 00780

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate ___ of Ann C. Harper

____ Notary(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.

Laura M. Riddick, Register of Deeds
By: Michael D. Blake
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
 New Time Stamp
23 # of Pages