

**Willow Ridge Residential Association, Inc.**  
**419 Van Thomas Dr**  
**Raleigh NC 27615**

**Karen Bowles, Pres.**  
**919-491-7340**

***New Homeowners Information Kit***



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# **Willow Ridge Residential Association, Inc.**

**419 Van Thomas Dr.  
Raleigh, NC 27615**



919-491-7340 Karen Bowles, President

**Dear New Homeowner,**

**On behalf of the Board, allow me to welcome you to the community of Willow Ridge HOA. We are a self managing association and rely on our Board members to make the decisions that move our association forward. We stress communication and team work with our residence which provides the basis for a very pleasant and long term working relationship. Please feel free to attend our Monthly Board meetings or even join our Board. We are looking for residences that want to be involved in their properties future.**

**As a reminder our Dues assessment is, to be paid on the first of each month and we have two locations it can be paid. The first is to place it in the secured Black Box located on the rails of the Gazebo or you can mail it to 419 Van Thomas Dr., Raleigh NC 27615. If you have any questions please feel free to call on me.**

**Respectfully,  
Karen Bowles  
President**

Hold: Barrow & Powell

NORTH CAROLINA  
WAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WILLOW RIDGE  
SUBDIVISION, BOOK OF MAPS 1985,  
PAGE 1217, WAKE COUNTY REGISTRY.

THIS DECLARATION, made on the date hereinafter set forth  
by NEWTON DEVELOPMENT CORPORATION, hereinafter referred to as  
"Declarant".

W I T N E S S E T H:

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

BEING all of Phase One, Phase Two and Phase Three  
of Willow Ridge Subdivision, containing a combined  
acreage of 4.491 acres, as shown on plat entitled  
"Willow Ridge" prepared by Thompson and Associates,  
R.L.S., dated June 21, 1985, as recorded in Book  
of Maps 1985, Page 1217, Wake County Registry, Wake  
County, North Carolina.

Aug 21 11 49 AM '85  
REGISTERED  
FOR  
REGISTRATION  
WAKE COUNTY REGISTRY

AND WHEREAS, Declarant will convey the said properties,  
subject to certain protective covenants, conditions, restric-  
tions, reservations, liens and changes as hereinafter set  
forth;

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



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "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 properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. Common Area shall also include all water lines which serve the properties and which are located outside of dedicated street rights-of-way and individual Lots, and it shall include all sanitary sewer lines which serve the properties, which are located outside of dedicated street rights-of-way, City of Raleigh sanitary sewer easements and on individual Lots.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to NEWTON DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional Property shall require the approval of the City of Raleigh, if required by its ordinances, and the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any.

Section 2. Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex (and by the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation.

Section 3. Subsequent to recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Association one or more deed conveying any Common Area within the lands annexed as such Common Area is developed, as set forth in Article III, Section 3 of this Declaration.

ARTICLE III

PROPERTY RIGHTS

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

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

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

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

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

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

(f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not less than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one vehicular parking space for each dwelling, such space to be as near the dwelling

to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats or trailers owned by any Member, any Member's family, tenants, or contract purchasers, shall be parked within the right of way of any public street in or adjacent to Willow Ridge Subdivision. No inoperable or unlicensed motor vehicles or "junk" cars owned by any member, any member's family or contract purchasers shall be parked in the Common Area or within the right of way of any public street in or adjacent to WILLOW RIDGE SUBDIVISION for more than thirty (30) days, the purpose of this restriction being to prohibit any junk cars being located in the Subdivision.

#### ARTICLE IV

##### MEMBERSHIP

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

#### ARTICLE V

##### VOTING RIGHTS

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On June 5, 1990.

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

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for 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 for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, including but not limited to, the payment of insurance premiums, local taxes and public assessments on the Common Area, the enforcement of these Covenants and the rules of the Association, and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the exterior of the homes situated upon the Properties.

Section 3. Basis and Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Forty and no/100 Dollars (\$540.00) per Lot.

(a) From and after January 1, 1986, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, plus five percent (5%) of such rise, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1, 1986, the maximum annual assessments may be increased above that established by the Consumer Price Index (or such Index as may succeed the Consumer Price Index) formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3)

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

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Special Assessments for the Purchase and Reconstruction of Townhomes. In the event that any townhome located on the Property is substantially destroyed by fire or other hazard, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the townhome; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this Section, as notice that he does not intend to repair or reconstruct the townhome. If the owner elects not to repair or reconstruct the townhome, the Association shall have the first right and option

to purchase such unit in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

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

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



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

(b) Determination of Value. The owner of the townhome shall convey marketable title thereto to the Association upon payment to the owner by the Association of the fair market value of the lot and townhome in its damaged condition as determined by a MAI appraiser selected by the owner and approved by the Board. In the event that the Board and the owner are unable to agree upon an appraiser, each shall select a MAI appraiser and the two (2) appraisers so selected shall select a third MAI appraiser, and the three (3) appraisers shall jointly appraise and determine the fair market value of the lot and townhome in its damaged condition. Each party shall pay the fee of the appraiser selected by it or him, and each party shall pay one-half (1/2) of the fee of the third appraiser. If the Board and the owner agree upon a single appraiser, each shall pay one-half (1/2) the cost of the appraisal.

(c) Application of Insurance Proceeds. The owner of the townhome, prior to the conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the townhome as shall be necessary to pay all liens, mortgages, deeds of trust, taxes, and encumbrances upon the lot so that the fee simple marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be

used solely as a site or an attached, single-family townhome unit. The reconstructed or repaired townhome unit shall be substantially identical to the destroyed townhome unit, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(e) Retention by Owner. If a townhome is not habitable by reason of damage, and the owner gives notice of his election to repair or reconstruct the townhome, the obligation of the owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the townhome is restored to a habitable condition, whichever shall first occur. In the event a townhouse is damaged or destroyed, and the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean, and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the townhome until paid by the owner, unless the townhome is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the townhome, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the townhome; provided, however, that only that townhome which is to be reconstructed shall stand as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the townhome, and no other portion of the property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as

security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefor.

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

(g) Application of Declaration and Bylaws. Any townhome which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first such meeting called, as provided in Sections 3 and 4 hereof, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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 conveyances of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusial evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

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

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina; and (d) all properties owned by Declarant; however, Declarant agrees to subsidize in its discretion the operation of the Association in order to show good faith and to help assume the maintenance and operation of the Common Property. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building, fence, wall, antenna, clothesline, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the said improvements or alterations shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by their Architectural Control Committee. In the event that the said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have

been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Board or its committee can arrive at a decision.

The said Board or its committee shall have the right, at its election, to enter upon any lot during construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

Section 4. The owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his 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 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner that no Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article VIII, request of the adjoining property owner or property owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE IX

MAINTENANCE OF ACCESS ROUTES

In no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police or other public service to such developments or their occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, homeowners association, or occupants.

The Association shall have the authority to maintain and repair inadequate access routes and to prevent blocking of access routes to and from the Properties.

ARTICLE X

USE RESTRICTIONS

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

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

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and further provided they do not constitute a nuisance or annoyance to the Subdivision.



ARTICLE XI

## EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

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

An easement is hereby established over all common area for the benefit of applicable governmental agencies for the setting, removing, and reading of water meters, maintaining and replacing water, drainage and drainage facilities, fire fighting, law enforcement, garbage collection and the delivering of mail.

ARTICLE XII

## EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the owner of any lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the owner does not hinder the

Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, contractors, tenants, or contract purchasers, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

In no event shall the Association provide interior maintenance of structures not owned by the Association.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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. Insurance. Every owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of his townhome except that the amount shall not be required to exceed the replacement cost of the townhome. An owner shall exhibit to the Board, upon demand, evidence that such insurance is in effect. If any owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the owner and shall constitute a lien against his lot until paid.

Section 3. 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 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded and approved by the Raleigh City Attorney.

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

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

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

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,  
CONDITIONS AND RESTRICTIONS OF WILLOW RIDGE SUBDIVISION

By authority of its Board of Directors, WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing instrument has been duly executed by the Owners of \_\_\_\_\_ percent of the Lots of WILLOW RIDGE SUBDIVISION and is,

therefore, a valid amendment to the existing covenants, conditions and restrictions of WILLOW RIDGE SUBDIVISION.

WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC.

By \_\_\_\_\_ President

ATTEST:

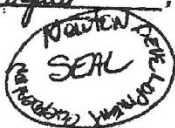
\_\_\_\_\_  
Secretary

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

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

Section 6. Lighting. The Declarant agrees that, unless required by the Raleigh City Code, there will be no free standing lights in the parking areas adjacent to neighborhood property. In the event lighting is required in the parking area, the Declarant agrees that there will be no on-pole lighting for the parking areas which back up to the neighborhood property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of August, 1985.



NEWTON DEVELOPMENT CORPORATION

By E. Lee Barber  
President

ATTEST:  
[CORPORATE SEAL]

Richard J. [Signature]  
Secretary

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard L. Glover personally came before me this day and acknowledged that he is the Secretary of NEWTON DEVELOPMENT CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS my hand and official stamp or seal, this 20th day of August, 1985.



My Commission Expires: January 31, 1988

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Sherri B. Brower

Notary 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.

BENJAMIN C. WILKINS, Register of Deeds

By P. Anne Redd  
Asst./Deputy Register of Deeds



BOOK:015987 PAGE:00985 - 00990



**WAKE  
COUNTY**  
NORTH CAROLINA

---

**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

---

**Laura M. Riddick  
Register of Deeds**

Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

**This Customer Group**

\_\_\_\_\_ # of Time Stamps Needed

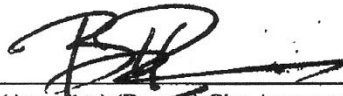
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\_\_\_\_\_ 6 # of Pages J

Ordinance No. (2008) 439 TC 315, TC-12-08, effective August 5, 2008, and corresponding modifications to City procedure have limited the necessity for City approval of amendments to restrictive covenants to such amendments that seek to modify, limit, or alter terms within the covenants that are mandated by the City of Raleigh Code of Ordinances (the "City Code").

The attached amendment does not seek to modify terms required by the City of Raleigh and is not subject to City review. If prior instruments require the approval of the Raleigh City Attorney for amendments to be valid, such terms shall be ineffective except with regards to amendments seeking to amend City-required terms and the City Attorney shall have no authority, per the City Code, to limit or restrict an amendment that does not modify or alter a City-required term.

Adherence to amendment requirements of the existing covenants, the City Code, and North Carolina General Statutes remains an obligation of the parties seeking to amend the covenants and their legal counsel. Nothing herein shall limit any legal options of the City to enforcement the requirements of the City Code, including any terms within this amendment that may violate such requirements.

  
(Associate) (Deputy) City Attorney

WAKE COUNTY, NC 93  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
04/21/2015 11:58:48

NORTH CAROLINA

BOOK:015987 PAGE:00985 - 00990

WAKE COUNTY

MAIL RECORDED DOCUMENT TO:

DAVID A. STOLLER  
420 VAN THOMAS DRIVE  
RALEIGH, NC 27615

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED AT BOOK 3540 PAGE 714 OF THE WAKE COUNTY REGISTRY FOR WILLOW RIDGE SUBDIVISION, BOOK OF MAPS 1985, PAGE 1217, WAKE COUNTY REGISTRY.

WHEREAS, the members of the Willow Ridge Homeowners Association are the owners of certain property in Raleigh Township, County of Wake, State of North Carolina known as the Willow Ridge Subdivision, as shown in Book of Maps 1985, Page 1217 of the Wake County Registry; and,

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Willow Ridge Subdivision as filed and recorded at Book 3540, Page 714 of the Wake County Registry provides, at ARTICLE XIII, Section 4. of the Declaration that such Declaration may be amended in the manner as set forth in such Declaration,

NOW THEREFORE, by action of the members of the Willow Ridge Homeowners Association, and the Board of Directors of said Willow Ridge Homeowners Association, the Declaration of Covenants, Conditions and Restrictions for Willow Ridge Homeowners Association, is hereby amended as follows:

ARTICLE X, USE RESTRICTIONS, Section 1. Rules and Regulations shall read as follows:

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 Common Areas.

ARTICLE X, USE RESTRICTIONS, Section 3. Quiet Enjoyment. shall read as follows:

No obnoxious, offensive or hazardous activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood or a danger to the residents or property of the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets



may be kept provided they are not kept, bred or maintained for any commercial purposes and further provided they do not constitute a nuisance or annoyance to the Subdivision. No open burning, or use of fire pits, chimneas, or similar devices is permitted at any time. Charcoal grills may be used provided that a person of at least 18 years of age is personally present to supervise the use of the grill at all times.

THE FOREGOING AMENDMENT IS APPROVED BY THE UNDERSIGNED LOT OWNERS:

Duane F. Newman      437 Van Thomas Dr.

Carol M. Daughtay      505 Van Thomas Dr.

Carol M. Daughtay  
PROXY FOR DORIS PERRELL, 507 Van Thomas Dr.

Daryl A. Hollis      420 Van Thomas Drive, Relief

Anne Best      438 Van Thomas Dr.

Karen Bowls      426 Van Thomas Dr.

Cara G. Bouney      434 Van Thomas Dr.

Jim Smith      501 Van Thomas Dr.

Vic Smith,  
proxy for Trip Colquitt      435 Van Thomas Dr.

Vic Smith 447 Van Thomas Dr

Susan Aubrey Hunter 430 Van Thomas Drive

Jim Crossen 424 Van Thomas Drive

Jim Crossen - Proxy for Stephen Wing 422 Van Thomas Drive

Jim Crossen - Proxy for Dawn Debra 503 Van Thomas Drive

Charles W. Marshall 443 Van Thomas Drive

THE FOREGOING AMENDMENT IS APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
Raleigh City Attorney

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,

CONDITIONS AND RESTRICTIONS OF WILLOW RIDGE SUBDIVISION

By authority of its Board of Directors, WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing instrument has been duly executed by the Owners of 75 percent of the Lots of WILLOW RIDGE SUBDIVISION and is, therefore, a valid amendment to the existing covenants, conditions and restriction of WILLOW RIDGE SUBDIVISION.

WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC.

By Jim Crosson  
President

ATTEST:

Susan Aubrey Hunkler

Secretary

NORTH CAROLINA

WAKE COUNTY

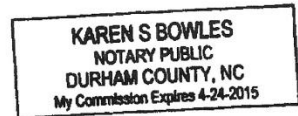
I, a Notary Public of the County and State aforesaid, certify that Jim Crosson personally appeared before me this day and acknowledged that He is the President of Willow Ridge Homeowners Association, Inc., and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by its Secretary.

Witness my hand and seal this 13<sup>th</sup> day of January, 2015

Karen S Bowles

Notary Public

My commission expires: Apr. 1 24, 2015



# **RULES AND REGULATIONS**

## **WILLOW RIDGE HOMEOWNER'S ASSOCIATION**

**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 Common Areas.**

The following rules and regulations are designed to make living at Willow Ridge pleasant and comfortable for each member of the Association. The cooperation and consideration of each member is vital for the mutual benefit of all.

1. **DUES:** Homeowner dues are due on the first of the month.
2. **ALTERATIONS:** Prior to any exterior alterations or additions to your unit or grounds, including but not limited to shrubs, plants, planters, and fences, a written request must be submitted to the Board of Directors/Architectural Control Committee for approval in accordance with Article VII of the Declaration of Covenants, Conditions, and Restrictions. The Board, at its sole discretion, may or may not approve any changes. A written reply to any request will be made within thirty (30) days.
3. **PARKING:** For the convenience of each member, two parking spaces (a garage counts as one) have been provided for each residential unit. Please see that your guests park in a considerate manner, respecting the rights of other homeowners. Parking is not allowed on the grass, in medians, or along throughways. No boats, trailers, campers or recreational vehicles shall be parked in a parking space or on any Common Area in Willow Ridge. Improperly parked vehicles will be towed at owner's expense.
4. **FIREWOOD:** Firewood should be stacked neatly in order to provide a good appearance. It should not be stacked immediately adjacent to any building due to termite hazard.
5. **DAMAGE:** Any damage to the exterior of any building, fence, or grounds shall be charged to the responsible party or homeowner. Breakage of exterior glass, doors, screens, door casings, and locks are the responsibility of the homeowner.
6. **INSURANCE:** The Homeowners Association does not provide insurance for the residential units. A policy specifically designed for townhouse owners is recommended. Willow Ridge Homeowners Association should appear as an "additional insured" on the policy and evidence thereof should be provided to the Association.

7. **RENTERS:** All renters must comply with the “Rules and Regulations” and legal documents of the Association. Owners should properly inform renters of these responsibilities. Any damage done by the renters shall be charged to the respective unit owner.
8. **NOISE:** Being thoughtful of one’s neighbors is especially important in a community such as Willow Ridge. Loud noises from televisions, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided at all times, especially between the hours of 11:00 p.m. and 7:00 a.m.
9. **TOYS:** Bicycles, tricycles, and other toy equipment should not be left in the Common Area or in the way of the grounds maintenance crew. Skateboards and roller blades are not permitted in Common Area(s).
10. **PETS:** Dogs, cats, and other domestic pets are allowed, provided they do not disturb or annoy residents or their guests. It is the owner’s responsibility to pick up and dispose of any excrement. All pets should be kept on a leash under direct control of their owner at all times and shall not be allowed to run free or otherwise interfere with the comfort and convenience of any resident or their guests.
11. **HAZARDS:** The discharge of firearms, fireworks, or any other noisemaking or explosive device is not permitted at any time within the boundaries of Willow Ridge.
12. **COMMON AREA:** Every homeowner should protect his interest in the Common Areas. Please do not abuse these areas by way of littering or in any way restricting the enjoyment of these areas. No motorized vehicle of any type except those used for lawn maintenance is permitted on the lawn areas at any time.
13. **CLOTHES LINES:** Outside clothes lines are not allowed.
14. **EXTERIOR ANTENNAS:** No outside antennas of any type are allowed.
15. **TRASH PICK-UP:** Regular garbage collection is provided by the City of Raleigh. Homeowners are expected to comply with the guidelines of the City to facilitate pick-up of garbage and recyclables. Neatness in outside storage in containers, rather than bags, is necessary.
16. **SIGNS:** No personal signs of any kind, excluding small security signs are permitted on the property or at the entrances.
17. **WINDOWS:** Window muntins must be kept on windows, and all window treatments and blinds on front windows must have white backing. Windows

facing the front of the building must be kept clear of items such as air conditioners, etc.

18. **REPAIRS/MAINTENANCE:** To request repairs/maintenance, a dated, written Work Order must be submitted by the homeowner to the Building Maintenance Chair. This request must be placed in the black box at the gazebo. The homeowner will be informed about the decision concerning this request as soon as possible.
19. **PENALTIES:** At the sole discretion of the Board of Directors fines may be levied for any violation of these Rules & Regulations.
20. **RESPONSIBILITY:** A detailed list of the association's and homeowner's responsibilities is as follows:

**Association's Responsibilities:**

1. Maintenance of all common grounds including concrete walkways & driveways
2. Exterior Maintenance of units:
  - a. Painting
  - b. Repair, replace and care for roofs, gutters, downspouts
  - c. Finish on front storm doors and exterior of doors
3. Water lines from city water meter to units
4. Fence around property
5. Existing skylights
6. All outside lighting fixtures
7. Maintenance and repair of all decks, patios and front porches
8. Screens enclosing porches

**Homeowner's Responsibility:**

1. Roof attic fans
2. Awnings – Homeowner pays for installation and the expense to maintain the awning. The association will request that the owner repair and keep awnings clean.
3. Chimney covers
4. Windows – All glass surfaces and screens
5. Garage Doors
6. Patio Drains
7. Repairs to all doors other than exterior surface finish
8. Any foundation repairs
9. Any changes or additions to skylights
10. Maintenance of interior space on enclosed screened porches

21. QUIET ENJOYMENT: No obnoxious, offensive or hazardous activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood or a danger to the residents or property of the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and further provided they do not constitute a nuisance or annoyance to the Subdivision. No open burning, or use of fire pits, chimineas, or similar devices is permitted at any time. Charcoal grills may be used provided that a person of at least 18 years of age is personally present to supervise the use of the grill at all times.

Revised 04-21-2015

**Willow Ridge Homeowners Association, Inc.**  
Homeowners and Association Maintenance Coverages

	<b>Association</b>	<b>Homeowner</b>
<b><u>Common Area</u></b> (Grounds & Parking Lot)		
Maintenance to walkways/driveways, common areas	X	
<b><u>Chimney, Fireplace, Vents, Dryer Vents</u></b>		
Maintenance & Repair, chimney covers		X
<b><u>Doors</u></b> (all types, including French, storage, sliding, storm)		
Scheduled maintenance of exterior surface (painting & power washing)	X	
- Painting finish on front storm doors & exterior doors	X	
All repair or maintenance besides painting & power washing		X
Door locks, bells, hardware		X
Threshold & weather stripping		X
Garage Doors		X
<b><u>Electrical</u></b>		
Outside Lighting fixtures, existing skylights	X	
Changes or additions to skylights		X
Parking lamp posts	X	
Service to house, and electrical components in unit		X
Cable TV and phone connections		X
<b><u>Exterior Building Surfaces</u></b>		
Maintenance, pressure washing, & painting (see also Glass Surfaces)	X	
Awnings - repair and maintenance		X
Maintenance & repair of front porches	X	
Screens enclosing porches	X	
Maintenance of interior space on screened in porch		X
<b><u>Fences</u></b>		
Patio and deck - maintenance & repair	X	
Patio drains		X
Fences (original construction)	X	
Fences - added by owner		X
<b><u>Glass Surfaces &amp; Windows</u></b>		
All maintenance, cleaning & repair of window glass surfaces & screens		X
<b><u>Gutters &amp; Downspouts</u></b>		
Maintenance, replacement, repair & scheduled cleaning	X	
<b><u>HVAC (Heating &amp; AC Equipment)</u></b>		
Maintenance & Repair including all components, lines, ducts, drains, Condensers, compressor, electrical connections, dryer vents		X



	<b>Association</b>	<b>Homeowner</b>
<b><u>Interior Damage</u></b>		
Repair to ceilings, walls, carpet, floors, underside of house etc, caused From leaking roofs, siding, or foundation/walls, or from ground water		X
Interior damage from stopped up sewer lines		X
<b><u>Mailboxes</u></b>		
Supports & Boxes	X	
Lock & key replacement (contact post office)		X
Repair due to negligence		X
<b><u>Negligence</u></b>		
Cost of repair for negligent or accidental damage to grounds, Building or any common areas by owners, tenants, residents		X
<b><u>Nuisances</u></b>		
Removal or extermination of rodents, birds, squirrels, insects, wood destroying insects (termites), and snakes		X
Repair of termite damage		X
Termite warranty or bond		X
<b><u>Plumbing System</u></b>		
Water lines from main to meter	X	
Water line from meter to house		X
Sewer line main pipe	X	
Water heater & all home plumbing components		X
<b><u>Roof</u></b>		
Covering maintenance , repair and replacement	X	
Sheathing & framing (under shingles - if shingles exist)		X
Interior damage from roof leak		X
Roof attic fans		X
<b><u>Trees, Shrubs &amp; Plantings</u></b>		
Maintenance in common areas	X	
- Trees, shrubs, grass, walks	X	

\*\*Any damage outside of normal wear and tear that is caused by negligence or vandalism of owner, tenants, or unknown person will not be repaired at the expense of the HOA and will be charged to the respective homeowner.

\*\*Excluding minor repairs, any damage caused by wind, rain, tornado, hurricane, fire, and other acts of nature are not covered by the HOA and must be filed through owner's insurance policy.

BYLAWS  
OF  
WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 430 Weathergreen Drive, Raleigh, Wake County, North Carolina 27609 but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Common area shall also include all water lines which serve the properties and which are located outside of dedicated street rights-of-way and individual Lots, and it shall include all sanitary sewer lines which serve the properties, which are located outside of dedicated street rights-of-way, City of Raleigh, sanitary sewer easements and on individual Lots.

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

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

Section 6. "Declarant" shall mean and refer to NEWTON DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

#### ARTICLE III

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, or these Bylaws, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the meeting shall elect three directors for a term of three years.

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

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

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

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

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

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

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

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

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

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

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

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

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment and period; and

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

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

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

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) Cause the Common Area to be maintained.

(h) Pay any ad valorem or public assessment levied against the Common Area.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

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

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



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

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

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

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days of the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC."

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the WILLOW RIDGE HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 30th day of April, 1985.

 (SEAL)  
E. Lee Barham, Director

 (SEAL)  
Richard L. Glover, Director