

NORTH CAROLINA

WAKE COUNTY

THESE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS made for Crenshaw Manor and Crenshaw Place Subdivision made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by the undersigned property owners in Crenshaw Manor and Crenshaw Place Subdivisions, Wake County, North Carolina;

WITNESSETH

THAT WHEREAS, both Crenshaw Manor and Crenshaw Place were developed and then subdivided into phases as shown on those plats hereby recorded in the Wake County Registry as follows: Crenshaw Manor, Phase One - Book of Maps 1988 Page 842; Crenshaw Manor, Phase Two - Book of Maps 1989 Page 633; Crenshaw Manor, Phase Three - Book of Maps 1990 Page 1192 and 1193 and Book of Maps 1992 Page 179; and Crenshaw Manor, Phase IV - Book of Maps 1993 Page 1414, Wake County Registry, with all subdivided lots and roads and other common areas of said plats hereinafter being collectively referred to in this instrument as "Crenshaw" : (hereinafter "Crenshaw") and

THAT WHEREAS at the same time as when the developers recorded plats on each respective phase of Crenshaw, those developers also recorded in the Wake County Registry certain protective covenants for each phase as follows: Crenshaw Manor, Phase One - Book 4286 Page 145; Crenshaw Manor, Phase Two - Book 4513 Page 804; Crenshaw Manor, Phase Three - Book 4798 Page 153; Crenshaw Place, Phase III - Book 5179 Page 381; and Crenshaw Manor, Phase IV - Book 5994 Page 848, Wake County Registry. That there were further supplemental declarations recorded covering all phases in Crenshaw as follows: Book 8226 Page 1322; Book 11084 Page 1261; Book 11091 Page 2058;

Book 11511 Page 2038; and Book 14612 Page 40, Wake County Registry; and

THAT WHEREAS, all development property in the Town of Wake Forest, Wake County, North Carolina is subject to ordinances promulgated and updated from time to time by the Town of Wake Forest which govern and subject such development property to certain restrictions and use requirements, and

THAT WHEREAS, the body of ordinances for the Town of Wake Forest which are applicable to Crenshaw is called the Unified Development Ordinance and specifically, as revised and adopted July 16, 2013 (hereinafter, "UDO"); [URL: <https://www.wakeforestnc.gov/udo.aspx>], and

THAT WHEREAS, it is the intent and understanding that the UDO is applicable to Crenshaw in the absence of any further recorded restrictive covenants, and that Crenshaw, through recording its restrictive covenants for the several phases as described above and through the recording of supplemental declarations as also described above intends that such restrictive covenants be applicable to supplement and add to the UDO, but specific to all property within Crenshaw, and

THAT WHEREAS, subject to changes in NC Statutes since the original and supplemental declarations were filed, it is the intent and understanding that Crenshaw conform to all applicable NC Statutes, in particular with regard to any amendments of protective and restrictive covenants, and

THAT WHEREAS, it is the desire of the Crenshaw individual Lot Owners (hereinafter "Owners") to now amend and restate all declarations, covenants, conditions, restrictions, easements and liens of these restated covenants affecting all phases within Crenshaw into one document for the ease and convenience of all Owners, with the intention that it shall henceforth be the binding covenants on all Lot Owners within Crenshaw as provided in the original covenants and pursuant to agreement and consent by sixty-seven percent (67%) and which, once recorded, shall supersede any and all pre-recorded covenants as against all Owners properties in Crenshaw as so defined above; and

THAT WHEREAS, any existing waiver of restrictive covenants as they relate to setbacks and other violations that are recorded as of the recording of this document are still in effect and are binding upon those parties; and

NOW THEREFORE, THE OWNERS do hereby amend and restate and, where appropriate, declare, covenant and agree to and with each other and all persons, firms and corporations hereafter acquiring any real estate and appurtenances located in Crenshaw on the foregoing described property, that such property is hereby subjected to the following easements, covenants, conditions, restrictions, charges and liens hereinafter set forth. All Crenshaw property described and included in the foregoing referenced plats are hereby made subject to these amended and restated Covenants, as follows:

#### ARTICLE I. DEFINITIONS

1. The terms "Crenshaw", "UDO" and "Owners" shall be as hereinabove defined.
2. "ACC" (Architectural Control Committee) is a committee elected by the Owners and who serve at the pleasure of the Owners.
3. "Common Areas" means all property within the Crenshaw community not owned by the Lot Owners.
4. "Lot" means any Lot that is designated for separate ownership or occupancy by a Lot Owner and/or designated as a Lot on any plat map recorded with the Wake County Register of Deeds, and including all improvements, residential and non-residential structures, buildings, fences, fixtures, plants and landscaping thereon. A Lot may be designated for separate ownership or occupancy by any Owner and/or designated as a Lot on any plat map recorded with the Wake County Register of Deeds, and including all improvements, residential and non-residential structures, buildings, fences, fixtures, plants and landscaping thereon.
5. "Dwelling" refers to the principal structure allowed on each Lot in the community.
6. "Undisturbed Natural Area" refers to those portions of any Lot which do not contain manicured lawn grass, shrubbery, dwellings and outbuildings, or access areas such as driveways and sidewalks. Such areas retain the land vegetation as existed prior to any building or development of the Lot.
7. "Association" means the Crenshaw Manor Homeowners Association, Inc. a North Carolina non-profit corporation subject to NCGS Section 55A.
8. "Board" means the Board of Directors of the Crenshaw Manor Homeowners Association, Inc.

9. "Member" is any recorded owner of any Lot who, at any time in the past, present or future has made, makes or shall make his or her Lot subject to the provisions of the Articles of Incorporation of the Crenshaw Manor Homeowner's Association, Inc.; which action shall, from that point forward continue and shall not be separated from the Association.
10. Membership in the Association is intended to be open to all Owners of Lots in Crenshaw, and any Lot Owner who has not done so may fully submit a Lot, by the execution and recordation of a written instrument to that effect. Once the Owner becomes a Member of the Association they may vote in person or by proxy on all affairs of the Association.
11. "Regular Annual Assessment" refers to the assessment paid each year by the Association Members, under the terms and for the purposes set forth herein.
12. "Special Assessment" refers to an assessment, in addition to the Regular Annual Assessment, to be paid to the Association by Members upon a vote or written instrument signed by sixty-seven percent (67%) of the Association Members.

## ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE.

There shall be an ACC (Architectural Control Committee), elected by the Owners and serving cooperatively with the Board, that shall have full responsibility for regulating any modification of existing dwelling or any new construction within the Crenshaw communities. The ACC shall also have non-exclusive authority to investigate any violation and to inform the Owner and Board of such violation.

In order to maintain architectural beauty in Crenshaw and to guard against poorly designed or proportioned structures or landscaping, no building, fence, outside lighting, screen planting, swimming pool, detached building, driveway, parking pad, trash collection facility, animal housing facility or other structure shall be erected, altered, placed or allowed to remain on any premises in Crenshaw unless approval in writing has been given by the ACC, which shall be in agreement with its published guidelines and response times and in conformance with these restrictive covenants. For approval to be given by the ACC a complete

set of building plans, specifications, plot plans on location, design, color scheme and anything else required by the ACC shall first be submitted to the ACC, in a manner to be proscribed by the ACC with concurrence by the Board.

The ACC is a committee whose authority is derived from and delegated by the Owners to the Board and it shall consist of at least three (3) and not more than seven (7) members, elected by the Owners. The members of the ACC serve cooperatively with the Board and in the event of a vacancy, the board may replace an ACC member until the next ACC election. The ACC shall continue to exist for so long as these restrictive covenants remain in effect. The ACC shall have the authority to promulgate its rules, regulations, procedures, policies and standards subject to review, approval, modification or deletion by the Board of any or all such newly promulgated ACC rules, regulations, procedures, policies and standards.

### ARTICLE III. USE RESTRICTIONS

1. Residential Purposes: No Lot shall be used except for residential purposes. No commercial signs, with the exception of "For Sale" signs no more than three feet in width and three feet in height, shall be erected or maintained on any Lot. Nothing shall be kept and no activity will be permitted on any Lot or in any dwelling structure that will increase the rate of insurance for the Common Area. No Lot Owner shall do or keep anything, or cause or allow anything to be done or kept, in a dwelling structure or on a Lot that will result in the cancellation of insurance on any portion of the Crenshaw communities, or which will be a violation of any law, ordinance or regulation.
2. No mobile homes of any type shall be allowed in Crenshaw for any reason whatsoever. No incomplete structure shall be used as a residence. No trailer, tent, camper unit or any type of vehicle may be used as a residence, temporarily or permanently.
3. Conformity with UDO. It is granted that all Use Restrictions stipulated hereunder are consistent with and subject to the UDO and are intended to further protect and restrict Lots within Crenshaw, including Common Areas. Where use restrictions are not specifically stipulated, they shall follow and be consistent with the UDO.

Examples of such UDO restrictions, not specifically further restricted or defined below, include use of Lots for residential purposes, mobile homes or RVs, commercial raising of animals, commercial establishments other than allowed home businesses under the UDO, vehicles or devices emitting loud noises, open burning or other acts endangering Crenshaw. Sections 5, 6, 8, 9, 11, and 12 are UDO Sections most pertinent to use requirements and restrictions.

4. Any outside hobbies, such as car repair, boat building, woodworking with electrical tools and similar projects shall be allowed provided that all materials including the items being built or repaired are stored inside at night and shall follow the Code of Ordinances of the Town of Wake Forest [URL: [https://library.municode.com/nc/wake\\_forest/codes/code\\_of\\_ordinances](https://library.municode.com/nc/wake_forest/codes/code_of_ordinances)], Article III Noise, Sec. 14-69, dated Feb 27, 2017, including the decibel level table, General Use. Temporary dwelling repairs or approved enhancement or addition conducted by the Lot Owner or a contractor in the employ of the Lot Owner shall not be subject to this provision, provided that the ACC has first approved the work subject to the other provisions of these restrictive covenants. All temporary signs or materials used for such temporary repairs or enhancements must be removed immediately upon completion of the project.
5. Motorbikes, go-carts, three-wheeled vehicles or other off-road legal vehicles shall be stored in the garage or back of the lot, out of site from the street. Any other types of motor vehicles or machinery that produce excessively loud noises shall follow the Code of Ordinances of the Town of Wake Forest, Article III Noise, Sec. 14-69, dated Feb 27, 2017, including the decibel level table, General Use.
6. Burning of leaves, brush, trash, and other materials is strictly prohibited. All garbage and other refuse must be kept in stable, sanitary containers that are cleaned on a regular basis. Such garbage and refuse must be disposed when regular waste collection periods occur. Containers for garbage, trash, and other refuse shall be out of sight of streets in Crenshaw, either by placing such receptacles in the rear of the residence or providing an ACC-approved screening for the receptacles. The use of garden fire places and fire pits is allowed.

7. The Association shall provide for one- or two-yard sales per year, at designated times, including the possibility of rescheduling because of inclement weather.
8. Each Lot Owner shall keep his or her Crenshaw Lot and all structures thereon in a neat, clean and well-maintained condition, free of tall grass, undergrowth, dead trees or other plants, trash and rubbish. In the event an owner does not properly maintain his Lot as set forth in this paragraph and after reasonable notice requesting compliance, the Association shall take steps under Articles VI and VII of these restrictive covenants to enforce compliance.

#### ARTICLE IV. DWELLING STRUCTURE DESIGN AND LOCATION STANDARDS

9. Single Family Homes: No dwelling shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed two- and one-half stories in height, with a private garage for not more than three cars. Each dwelling must have a private garage for at least two cars and this garage must be a part of or connected to the dwelling. The garage must have its main vehicle entry from the side or rear of the lot and not from the front of the lot. Location of the entry may be waived by the Architectural Control Committee if topography of the lot makes a side or rear entry infeasible.
10. Minimum Size. All single story and ranch dwellings shall have a minimum of 2,000 square feet of heated area. All one and one-half story dwellings shall have a minimum heated area of 2,300 square feet. All two-story dwellings shall have a minimum heated area of 2,600 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included. However, up to 300 square feet of unfinished interior area may be included in meeting above square footage requirements. No construction shall commence until approved by the ACC in writing as provided herein.
11. Roof Pitch. All residential dwellings, including the garage, shall have a minimum roof pitch of 8 x 12 for the main gable. However, any front gable or dormer must have a minimum pitch of 10 x 12. The ACC has the right to waive in writing any minor violation of this article, and for the purposes hereof any violation which does not exceed ten percent (10%) shall be considered a minor violation.

12. The roof of each dwelling and its garage must be cedar shake, cedar shingle, standing seam metal roofing of copper or tin, or other metal material or wood material of similar quality, or architectural asphalt roofing shingle as detailed and specified below. Any outbuilding approved by the ACC shall have the same roof material as does the residential dwelling on that lot. If the roofing material chosen is the architectural asphalt roofing shingle, then the selected roofing should be comprised of either a heavy fiberglass mat or organic felt mat base and ceramic coated mineral granules that are tightly embedded in carefully refined water-resistant asphalt. The product should be additionally identified as either a Fiberglass Shingle (laminated, multi-ply [with a minimum of three- ply] overlay construction, mineral-granule surfaced, self-sealing product) or an Organic Felt Shingle (a laminated, multi-ply [minimum three-ply]) overlay construction, mineral granule surfaced, self-sealing product, with the following specifications for further definition:

- A. Shingles shall be rated Class C or better for Exterior Fire Exposure or UL 790 or the subsequent equivalents standards performance test replacement.
- B. Product should provide a three-dimensional appearance to enhance the steep roof line characteristics of the neighborhood homes.
- C. Shingles must be produced by a nationally recognized manufacturer (e.g., CertainTeed, GAF or other ACC approved brands) and categorized or identified as one of their top of the line or high-end products. Acceptable shingles will meet a minimum weight of 300 pounds per square or meet approval at the discretion of the ACC.
- D. Shingles must contain algae-resistant inhibitors.
- E. Selected product will meet the following standard specifications or their subsequent replacement thereof:

(1) ASTM D 3018 – standard specifications for class A shingles surfaced with Mineral Granules;

(2) ASTM D 3161 – standard test method for wind resistant asphalt shingles;

(3) ASTM D 3462 – standard specification for asphalt shingles made from glass,



felt and surfaced with mineral granules.

F. The requirements for the shingles are as follows:

- (1) Fiberglass or Organic felt shingles should be comprised of a laminated, minimum three-ply overlay construction that is self-sealing;
- (2) Shingles should also provide a three-dimensional appearance to enhance steep roof lines, varying degrees of shingle thickness to create depth with color tone variation;
- (3) Shingles should strive to create a simulated cedar shake look by either having irregular tab lengths to break up geometric lines or an enhanced shadow effected thus creating a “wood-like” dimensional look;
- (4) There should be installed sheet metal open valleys consisting of metal flashing as asphalt wraparound corners are **not** permitted;

G. All applications shall be submitted to the Architectural Control Committee for approval prior to installation and must include all information about chosen roofing shingles including make/brand, material (i.e. architectural asphalt shingle, standing seam metal, or wood shake), style name (only if asphalt shingle), and color name, as the Architectural Control Committee retains the right of discretion in reviewing the application to maintain neighborhood aesthetic appearances;

H. Shingles must be produced by a recognized national manufacturer (e.g., CertainTeed or GAF) and categorized or identified as one of their top of the line or high-end products with acceptable shingles within the CertainTeed or GAF product line or other Architectural Control Committee-approved brands.

13. The exterior walls of each dwelling and its garage shall be of stone, brick, stucco, wood, or hard board. Absolutely no vinyl siding or aluminum siding shall be used on a residential dwelling or any other building in Crenshaw.

14. There shall be no more than one building per lot that is detached from the dwelling, hereinafter referred to as an "outbuilding". Any outbuilding approved by the Architectural Control Committee shall have for its exterior siding the same type, shape, and material as the exterior siding used on the residential dwelling on that lot.
15. All exterior chimneys or fireplaces must be of brick, stucco, or stone masonry construction. Any such fireplace or chimney must first have the approval of the ACC.
16. Each dwelling within Crenshaw shall have a driveway leading to the side or rear of the house. In addition to the driveway there shall be a parking pad such that at least three vehicles may be accommodated in the garage and parking pad, with the parking pad to be at the side or rear of the house. If pre-approved by the ACC, the Lot Owner may also construct a circular driveway in addition to the above. The ONLY approved driveway materials are concrete, landscape pavers, or similar materials of construction approved by the ACC consistent with improving the appearance of the neighborhood. Using any other material shall be a violation and must be removed, and if the Lot Owner refuses to remove it, the Association shall take steps under Articles VI and VII of these restrictive covenants to enforce compliance.
17. Any vehicle which has advertising of any type, whether a display, a name or logo on the vehicle (other than the vehicle manufacturer's markings), an attached sign, or otherwise, must be parked in the garage, in the rear of the residence or behind a natural or manmade screen or fence so that such vehicle cannot be seen from the street. The screening must not exceed 7 feet in height and 16 feet in length and must be approved by the ACC. A screening larger than this will not be approved, and vehicles, boats, campers, RVs and trucks that cannot be screened by the 7' x 16' screen as set forth herein may not be kept on any Lot within Crenshaw. Absolutely no vehicles, boats or any other type of personal property shall be placed in the front or side yard of any residence with a "for sale" sign upon it, any other such sign, or information which might indicate that the property is for sale.
18. The driveway, parking pad, lawn, or Undisturbed Natural Area of any Lot shall not be used for boats, motor homes, trailers (including utility trailers), camper units, RVs or vehicles with advertising on them. Any boats,

motor homes, trailers, camper units or RVs that are kept on the Lot must be kept inside the dwelling or ACC-approved structure, behind the dwelling, or behind an ACC- approved screening. No boats, motor homes, trailers, RVs or vehicles with advertising on them may be kept in the front or side of the dwelling. All cars, trucks, boats, motor homes, trailers, camper units, RVs, and other vehicles kept on the residential lot must be well maintained and in operational use. Any such car, truck, boat, motor home, camper unit, RV or vehicle not well maintained or not in operational use shall not be kept in Crenshaw and, after providing the Lot Owner notice and the reasonable opportunity to correct the situation, the ACC has the right to remove it and store it offsite, and all costs therefore shall be a lien on the Lot and shall be collected as an assessment as provided herein in Article VII. In addition to the above conditions in this paragraph, no boats, motor homes, trailers, camper units, RVs or vehicles with advertising on them may be kept on a Lot in such a way that they are visible from another Lot in Crenshaw that is next to or backs up to the Lot upon which these vehicles or boats are being stored. An ACC-approved screen, as called for above, must be placed behind such vehicles or boats, or they cannot be kept in Crenshaw.

19. No fence shall be installed except upon approval of the ACC and such approval shall only be for fencing installed in the rear yard of the Lot, which shall be installed no closer than the rear corner of the dwelling. There shall be absolutely no chain link fencing whatsoever. Any satellite dishes must be screened by plantings. Outside clothes lines are prohibited. There shall be no signs of any kind, statues, or permanent lawn ornaments except as approved by the ACC. The ACC has the authority and may establish additional guidelines and regulations relating to fences and exterior structures or decorations.

20. No building may be constructed within 50 feet of the front lot line, within 40 feet of the rear lot line, within 10 feet of a side lot line or within 30 feet of a side street line. If a lot is a corner lot, the building must be at least 50 feet from the front street and at least 30 feet from the side street. For good cause, the ACC may waive any minor violations of this article, and for the purposes hereof any violation that does not exceed ten percent (10%) shall be considered a minor violation. To be effective and binding upon the Association and upon the other Lot Owners, such waiver shall be issued only after a majority vote of the ACC and shall be in writing

and signed by the Chair of the ACC.

21. During construction of the dwelling or any other type of structure upon a Lot in Crenshaw, any damage caused by such construction must be cleaned up and repaired by the party causing or otherwise responsible for it. Any mud clods or other debris which get into the right of way area of a street must be cleaned up and removed within twenty-four (24) hours. During construction, there shall be a gravel area of at least 40 feet in length leading from the street, this gravel area being the entrance to the Lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street. During construction, it is the responsibility of the Lot Owner to keep all construction vehicles off the shoulder and right of way of the road. It is the Lot Owner's responsibility to see that each construction vehicle enters onto the Lot upon which construction is being carried out.
22. Easements for installation and maintenance of utilities, all of which must be underground, and easements for drainage facilities shall be as shown on the recorded plat for Crenshaw and over the rear 10 feet of each Lot and side 5 feet of each Lot unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within or upon these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or restrict the flow of water through drainage channels in the easements.
23. Whenever a residence is constructed on a Lot in Crenshaw, a minimum of forty percent (40%) of the Lot is to remain as undisturbed natural area, with some of this undisturbed natural area to be in the front yard and some of this to be in rear yard.
24. Any single stem tree having a diameter of eight inches (8") or larger diameter breast height (DBH), that is the diameter of a tree measured at four and one-half feet (4-1/2') above the existing grade at the base of the tree, or having an aggregate diameter (the combined diameter of multi- stem tree measured at breast height) of fifteen inches (15") DBH or larger may not be removed from any Lot at any time, whether construction or non-construction related, without the written approval of the ACC.

## ARTICLE V. CRENSHAW MANOR HOMEOWNERS ASSOCIATION

1. The Association has the responsibility of maintaining Common Areas of Crenshaw in a manner consistent with the provisions applying to Lots under Articles III, and IV and under the provisions of Article II. The Association shall be empowered to collect and disburse funds to pay for providing such services acting through its Board of Directors.
2. Membership in the Association is intended to be open to all Owners of Lots in Crenshaw, and any Lot Owner who has not done so may fully submit a Lot to all of these Amended and Restated Declaration of Covenants, Conditions and Restrictions, including full membership of the Association, by the execution and recordation of a written instrument to that effect. Once fully subjected to these Amended and Restated Declaration of Covenants, Conditions and Restrictions, including membership in the Association, the Owner becomes a Member of the Association and may vote in person or by proxy on all affairs of the Association and the Lot becomes subject to all actions by the Association on behalf of Crenshaw, nor shall the Lot be separated from the Association. The Association shall have all powers as set forth in Chapter 55A of the North Carolina General Statutes, as well as the powers and duties set out in the Association's Articles of Incorporation and the Association's By-Laws. The Association's powers and duties include but are not limited to the power to maintain any Common Area, including, but not limited to, subdivision entryways, traffic islands and decorative street lighting, all for the general welfare and benefit of all Owners within Crenshaw.
3. Voting rights in the Association are limited to one vote per Member on all matters of the Association. Owners who are not Members of the Association shall have rights to vote only on the election of members of the ACC, and then to participate as an ACC member if elected.

## ARTICLE VI. ASSESSMENTS

The Association, by a majority vote of its Board of Directors, shall have the power to levy an assessment against

the Lots of all Members, and the assessments shall be established, levied and payable once each year on a date as determined by the Board as provided herein. This assessment is referred to herein as the Regular Annual Assessment. The Regular Annual Assessment shall be used for such purposes as the Association, acting through its Board or in the Association Bylaws, may deem necessary, including normal and reasonable expenses related to the operation of the Association, enforcement actions by the ACC to correct architectural violations, the maintenance and upkeep of the Common Areas and shall include but is not limited to ad valorem taxes, insurance premiums, fees of accountants, attorneys, other professionals, maintenance of subdivision entry and traffic islands, maintenance of decorative street lights, grass cutting and brush and tree clearing as needed, the promotion of the recreation, health, safety and welfare of the residents of Crenshaw, and the creation and funding of prudent reserves for similar expenses and/or improvements within Crenshaw. These Regular Annual Assessments shall be a lien upon each Member Lot as hereinafter provided. The amount of the Regular Annual Assessments shall be set by the Board of Directors no later than December 1<sup>st</sup> of each year prior to the year the assessment is to become due, and, unless otherwise specified by the Board of Directors, shall be due and payable in advance on January 1<sup>st</sup> of each calendar year, and, unless otherwise specified by the Board, shall be delinquent if not paid by February 1<sup>st</sup> of each calendar year.

The Board shall take reasonable steps to timely notify all Members of the amount of the Regular Annual Assessment due for each year, but no Member Lot shall be excused from the payment of any regular or special assessment, or interest and costs accruing thereon as a result of delinquency, because of any failure to notify. Any delinquent Regular Annual Assessment, or delinquent Special Assessment as provided for below, shall bear interest from the date of delinquency payable to the Association at such rate as may be set by the Association. The Regular Annual Assessments may be decreased at any time by the Board and may be increased by the Board without a vote of the Members to an amount of not more than ten percent (10%) in excess of the assessment for the prior year. A majority of the Members must approve any increase in the Regular Annual Assessment in excess of ten percent (10%).

1. In addition to the Regular Annual Assessment, the Association may, by a sixty-seven percent (67%) agreement of the Members, obtained either at a vote or indicated by signing an instrument of

agreement, or some combination thereof, approve a special expenditure for the benefit of Crenshaw or the Association, and finance the same with a Special Assessment against the Crenshaw Lots.

Unless otherwise specified by the Board, any such Special Assessment shall be due and payable in the same manner as, but in addition to, the Regular Annual Assessment, and shall be a lien as against any Lot just as provided for Regular Annual Assessments as stated above.

2. Any Owner of a Lot in Crenshaw who elects to become a Member shall be deemed to covenant and pay to the Association any and all Regular Annual and Special Assessments as may be set by the Board as so provided above. Such assessments shall automatically become a lien upon the Lot.
3. In the event of a delinquency in the payment of an assessment created herein, the Association may proceed to file and perfect a lien on the Lot and, if the assessment remains unpaid, the Association may pursue collection or foreclosure of any lien, it shall be entitled to the reimbursement of all costs of the action including reasonable attorney fees.
4. Any such charges or liens as described herein shall be at all times subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property; provided, however that such subordination shall apply only to charges which shall have become due and payable prior to the sale of said property pursuant to a foreclosure of such instrument. Such sale shall not relieve the property from liability for charges thereafter becoming due hereunder nor the lien or any charge or installment thereof thereafter becoming due.

#### ARTICLE VII. ENFORCEMENT

In the event any Owner of any Lot, or his heirs or assigns, shall violate or attempt to violate, any of these covenants, then the ACC or any Owner of any Lot within Crenshaw, is empowered to initiate and prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant, and either to prevent the violation or to recover damages or to secure other available remedies for such violation. In the event adjudication of any such at law or in equity is found unfavorable to the person or

persons in violation, then all attorney fees and other costs of prosecuting the action must be paid by the Owner in violation. The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

In the event of a violation as described in the above paragraph, the Owner shall have thirty (30) days to cure the violation, or such longer time limit as set forth in writing by the ACC. The ACC shall inspect the resolution of the violation and provide a statement in writing that the violation has been cured to the satisfaction of the ACC.

In the event the violation is not cured to the satisfaction of the ACC within the thirty-day limit set forth above, the ACC and Owner may agree to attempt to resolve the disagreement by requesting a meeting with the ACC and HOA Board with the presentation of witnesses, facts, and potential methods of resolution from all sides with an eye toward reaching agreement without initiating legal proceedings. These discussions to resolve the disagreement shall take place in the form of a hearing to commence not longer than sixty (60) days from delivery of the written notice by the ACC to the Owner in violation. Resolution of the violation shall be completed within two (2) weeks following the hearing. The Board shall conduct the hearing and participate in resolution of the dispute.

#### ARTICLE VIII. MISCELLANEOUS

1. These Amended and Restated Covenants, Conditions and Restrictions apply to all Lots in this subdivision, and to the Owners, their heirs, successors, and assigns, and shall remain in effect unless amended or dissolved. These Covenants may be amended by the vote of a sixty-seven percent (67%) majority of the Owners, cast in person or by proxy at a meeting duly called for this purpose or by written agreement, or both. Any such Amendment shall become operative and binding on all Lots when so recorded in the Wake County Registry.



2. Any notice to be sent to any Owner under the provisions of these covenants shall be deemed to have been properly sent when mailed, or otherwise delivered, to the last known address of the person who appears as an owner on the records of the Association at the time of the mailing. It shall be the sole responsibility of the Owners to advise the Association secretary or property manager in writing of any changes of address.
3. Upon recordation, these covenants are deemed to replace all existing covenants as so defined above.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals to these covenants the date and year first above written.

CRENSHAW MANOR HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Secretary