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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR EMERYWOOD FOREST MANOR**

Prepared by Steven H. Bouldin

Return to Keziah firm - High Point

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM is dated as of June 12, 2006 by **EMERYWOOD FOREST MANOR HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and **FRANCES J. COLLINS**, unmarried; **VERNONW.MCFALLS**, and wife, **LAURA MCFALLS**; **HAZEL GLENN LONG**, unmarried; **JAMES K. STEPHENS, JR.**, and wife, **JOYCE M. STEPHENS**; **KIKI PERROU HASSAPELIS**, unmarried; **CYRUS L. BROOKS, JR.**, and wife, **JONI PARKS BROOKS**; **KAY C. ENGLISH**, unmarried; **WINONA P. ADAMS**, and husband, **ALLAN R. ADAMS**; **LEXINGTON STATE BANK**, Trustee of the Family Trust under Last Will and Testament of Frances Cater Franklin; **EDWARD E. MENDENHALL, III**, and wife, **JUDITH P. MENDENHALL**; **MARTHA S. ALDRIDGE**, Trustee of the Martha S. Aldridge Revocable Declaration of Trust dated January 3, 2000; **REID WALKER PARKS**, and wife, **ANN PARKS**, **MARTHA P.LITTLE** and husband, **HUGH D.LITTLE**, **SULA P.HICKS**, unmarried, **JANE P. KNIGHT**, unmarried; **ALVA E. SPIVEY, JR.**, and wife, **MERLE P. SPIVEY**; **ROBERT H. SHAW, JR.**, and wife, **NANCY B. SHAW**; **JOSEPH F. FLYTHE**, and wife, **ELIZABETH POOVEY FLYTHE**; **IRMA S. PRICE**, unmarried; **VIRGINIA L. CORRIGAN**, unmarried; **ELOISE R. TAYLOR**; unmarried; **CHARLOTTE WAGNER**, unmarried; **SARAH G. GORDON**, unmarried; **HUGH CLIFTON GORDON, III**, unmarried, and **ALLYSON GAYLE GORDON**, unmarried.

Recitals:

Emerywood Forest Manor is a condominium created under the Unit Ownership Act, Chapter 47A of the North Carolina General Statutes. The remaining parties are the individual unit owners of the Emerywood Forest Manor. The original condominium declaration is recorded in Deed Book 2602, at Page 6, as amended in Deed Book 2603, at Page 170, Guilford County Registry (the "Original Declaration"). The unit owners of the condominium desire to amend, update and restate the condominium declaration as provided below. **THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.**

NOW, THEREFORE, the Association and the individual Owners wish to amend, update and restate the original condominium declaration as provided in this instrument.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Emerywood Forest Manor Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and/or assigns.

Section 2. "Common Areas" or "Common Areas and Facilities" shall have the meaning described in Article V of this Declaration.

Section 3. "Condominium" shall mean the Emerywood Forest Manor.

Section 4. "Condominium Act" shall mean the North Carolina Condominium Act (Chapter 47C of the North Carolina General Statutes).

Section 5. "Limited Common Areas and Facilities" shall have the meaning described in Article VI of this Declaration.

Section 6. "Original Declaration" shall mean the original declaration of the Condominium recorded in Deed Book 2602, at Page 6, Guilford County Registry, including any amendments recorded prior to the recording date of this instrument.

Section 7. "Property" shall mean that property described in Article III of this Declaration, which shall include all Units, all Common Area and all Limited Common Areas and Facilities.

Section 8. "Unit" shall have the meaning described in Article IV of this Declaration.

Section 9. "Unit Owner" or "Owner" shall mean each person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation.

Section 10. "Unit Ownership Act" shall mean the North Carolina Unit Ownership Act (Chapter 47A of the North Carolina General Statutes).

ARTICLE II ESTABLISHMENT OF CONDOMINIUM

As provided in the original declaration, Emerywood Forest Manor Condominiums, was created under the Unit Ownership Act for the individual ownership of the real property described in Article III below. To the extent the terms of this Declaration are inconsistent with the Unit Ownership Act and those provisions of the Condominium Act which are applicable to this condominium, the terms of the Unit Ownership Act and Condominium Act shall control.

**ARTICLE III
DESCRIPTION OF REAL ESTATE INCLUDED IN THE CONDOMINIUM**

The real estate to be included in the Condominium, all of which is located in Guilford County, North Carolina, is as follows:

BEING ALL OF LOT THREE (3) of Emerywood Forest Manor, a map or plat of which is duly recorded in the Office of the Register of Deeds for Guilford County, North Carolina, Plat Book 45, Page 74.

**ARTICLE IV
DESCRIPTION OF CONDOMINIUM UNITS**

The Condominium shall consist of twenty (20) separate condominium units (the "Units"). The Units shall have the same designations, locations, approximate area, number of rooms, physical descriptions, and definitions as stated in Exhibits "A", "B" and "C" of the original declaration of the Condominium as shown in Deed Book 2602, Pages 18 through 29, Guilford County Registry, which provisions are incorporated by reference into this Declaration. The condominium units are also described in Condominium Book 1, Pages 1 through 10, Guilford County Registry, which plats are incorporated by reference into this Declaration.

**ARTICLE V
COMMON AREAS AND FACILITIES**

Section 1. Description. The common areas and facilities consist of all parts of the multi unit buildings situated on the land described in Article II above other than the individual Units described in Article III above (other than the limited common areas and facilities described in Article VI below), the recreational facilities, and further including but not limited to the following:

A. the land on which the buildings are erected and all lands surrounding the buildings as is more fully described in Article III above, excluding, however, the patios, patio fences and private parking spaces described in Article VI below;

B. all foundations, columns, girders, beams, supports, and other structural members;

C. all exterior walls and interior walls except those partition walls wholly within a dwelling unit;

D. all central and appurtenant installations for services such as power, light, all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or within individual dwelling units, and all other mechanical spaces;

E. all roofs of the buildings;

F. A sewer pipes, and

G. all other parts of the Property and all apparatus and installations existing in the buildings or upon the Property for the common use or necessary or convenient to the existence, maintenance, or safety of the Property, including but not limited to the pool and related facilities.

Section 2. Ownership of Common Areas and Facilities. The undivided interest of each Unit Owner in such common areas and facilities is stated in Exhibit A to this Declaration (which reflects the same undivided interest as stated in the Original Declaration). The undivided interest of each Unit Owner in the common areas and facilities as expressed in this Declaration shall have a permanent character and shall not be altered except with the unanimous consent of all Unit Owners expressed in an amended declaration duly recorded.

The undivided interest in the common areas and facilities shall not be separated from the Unit to which it pertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE VI LIMITED COMMON AREAS AND FACILITIES

Certain parts of the common areas and facilities (the "Limited Common Areas and Facilities") shall be reserved for the exclusive use of certain Units, and such Units shall have appurtenant thereto an exclusive easement for the use of such Limited Common Areas and Facilities. The Limited Common Areas and Facilities are all patios, patio fences, and private parking spaces adjacent to and associated with a particular Unit.

ARTICLE VII USE

The use of the Units and common areas and facilities, and Limited Common Areas and Facilities (collectively, the "Property") of the Condominium shall be in accordance with the following provisions.

Section 1. Rules and Regulations. Use and enjoyment of the Property shall be governed and regulated by the rules and regulations set out in this Article, which may be amended or abrogated only by amendment to this Declaration, as provided in Article XIX, Section 3. However, the Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable supplemental rules and regulations and may provide for imposition of fines and other penalties for the violation thereof or for the violation of any of the covenants and conditions contained in this Declaration, including rules and regulations adopted and published by the Board of Directors. Copies of the rules and regulations shall be furnished by the Board of Directors to each owner prior to the time when the same shall become effective.

Section 2. Residential Use. Except as may be otherwise expressly provided in this Declaration, each Unit shall be used for single-family residential purposes only.

Section 3. Rental Restrictions. No Unit may be used or occupied except as a residence for and by the Owner thereof and members of the Owner's immediate family, including relatives of an Owner related in the first degree to an Owner. If the Owner of a Unit is a corporation or other entity (including a trustee whether the trustee is an individual or entity), the Unit may be used as a residence by such entity's employees, representatives, beneficiaries or independent contractors associated with such entity.

Notwithstanding the preceding paragraph terms of the preceding Section, an Owner shall be permitted to lease such Owner's Unit as follows:

(A) An Owner may lease the Owner's Unit for a period not to exceed fifteen (15) days during each of the spring and fall sessions of the International Home Furnishings Market,

(B) An Owner may honor a written rental agreement for such Owner's Unit entered into prior to the date of this Declaration, provided, that upon the expiration or termination of such rental agreement no further leasing of such Owner's Unit shall be permitted except as permitted under this Declaration; and

(C) In cases of extreme hardship, the Board of Directors, in its discretion, may approve other occupancies from time to time upon prior written application thereof by the Owner. Such application shall set forth the type, nature and duration of the proposed occupancy arrangement, the name and relationship of the proposed occupant and such other pertinent information as the Board by rule or regulation may require.

Section 4. Antennas/Satellite Dishes. Except for such as are covered by, and installed in strict compliance with, the requirements of the Telecommunications Act of 1996, as amended, no outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by an Owner or permitted by an Owner to remain on the Property, including the Owner's Unit, without the prior written approval of the Board of Directors.

The installation of antennae and of satellite dishes or disks shall be permitted by the Board of Directors in a Unit and the Limited Common Area and Facilities associated with a Unit if accomplished in strict compliance with the limitations and conditions imposed by the Telecommunications Act of 1996, as amended from time to time (the "Act"), but no antenna or disk which is in any dimension larger than prescribed by the Act or which is not installed in accordance with the advance notice requirements and location guidelines of the Act may be installed or maintained on or in any Unit or Limited Common Area and Facilities except with the prior written approval of the Board. The Board of Directors may adopt guidelines on the installation of antennae and satellite dishes or disks which are not inconsistent with the Act.

Section 5. Nuisances. No activity deemed noxious or offensive by the Board of Directors shall be carried on within any Unit or within the Common Area (including Limited Common Areas and Facilities), nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by the Board of Directors. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site; the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, and similar unsightly

activity (such as use of outdoor clothes drying lines) not in keeping with the aesthetic character and high level of appearance of the community,

No potentially hazardous or toxic materials or substances shall be used or stored in any Unit other than normal household, lawn and garden products which shall be used by Owner in a manner that will not permit spills or runoff of such materials anywhere within the Property. No activity shall be allowed which violates local, state or federal laws or regulations and the Board of Directors shall have the right, but not the obligation, to take enforcement action in the event of a violation.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained in any Unit or Limited Common Area, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs and cats, shall not exceed two (2) in number, except for newborn offspring of such household pets which are under six (6) months in age. Notwithstanding the foregoing, pitbulls and rottweilers, are expressly prohibited, and the Association shall have the right to prohibit, or require the removal of, any dog or other animal which the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Property by Owners and the security measures taken by the Owner with respect to such animal.

Section 7. Control of Pets. Every person owning or having possession, charge, care, custody or control of a permitted pet shall keep such pet exclusively within his or her Unit; provided, that such pet may be off premises if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

Section 8. Vehicles. Except for temporary loading and unloading of household goods, no truck or commercial vehicle in excess of one ton load capacity may be parked on or permitted to remain on the Property.

No vehicle of any type which is abandoned, inoperative, wrecked, or lacking of a current license tag and inspection sticker shall be stored, parked or kept on the Property, and no automobiles or other mechanical equipment may be dismantled or parts thereof stored on the Property.

The provisions of this Article shall not preclude the parking of construction trailers within the Property or the construction, maintenance and use by a builder of temporary buildings and other structures while there is new construction within the Property.

No trailers of any type, mobile house trailers, on or off wheels, recreational vehicles ("RVs"), motorcycles, scooters, motor homes, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle (known generally as "campers"), commercial vehicles of any kind (including buses) or boats or boat trailers shall be permitted, parked or stored on the Property, provided that the temporary parking of commercial vehicles will be permitted while the driver thereof is on business delivering goods or services to a customer within the Property.

Mini-bikes, go-carts, ATVs and similar vehicles are prohibited from being used or operated on or with the Property.

Section 9. Signs, Banners and Flags. No signs (including political signs), banners, flags or advertising devices shall be erected or displayed on the Common Area, and Limited Common Area and Facility or the exterior of a Unit, without the prior written consent of the Association, except that the flags of the United States and of North Carolina, no larger than four feet by six feet, may be displayed on the exterior of a Unit, in accordance with and in a manner consistent with the patriotic customs set forth in 4 U.S.C. §8 5-10, as amended.

Section 10. Subdivision. No Unit may be divided into smaller units or any portion thereof sold or otherwise transferred.

ARTICLE VIII EASEMENTS

Section 1. Encroachment. If any portion of the common areas and facilities now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if such encroachment shall occur hereafter as a result of (a) settling of a building, or (b) alterations or repair to the common areas and facilities, or (C) as a result of repair or restoration of a building or a Unit after fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

Section 2. Pipes, Wires, Etc. Each Unit Owner shall have an easement in common with all other Unit Owners to use, and repair as necessary, all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the Units or common areas and facilities and serving his or her Unit. Each Unit shall be subject to an easement in favor of the other Unit owners to use, and repair as necessary, the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other Units and located in such Unit. The Association, its agents or employees, shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain repair or replace the common facilities contained therein or elsewhere in the building.

The Association may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, telephone wires, and equipment and electrical conduits, and wires over, under, along and on any portion of the common areas and facilities, and the Association may grant easements over any portion of the common areas for any other purpose deemed advisable by the Association.

Section 3. Other Easements. The Owners of the Units shall have a perpetual easement in the land of the Condominium for the following purposes: (a) to maintain, use, repair and replace all existing or future storm sewage systems, all parking areas, and all roadways used by the Owners as ingress or egress to their property, and (b) for the installation, maintenance, and repair of any pipe, duct, cable, wire, public utility line or other conduits supplying similar services to the Condominium. Such easement shall be subject to the restrictions and limitations stated in this Declaration.

**ARTICLE IX
NATURE OF INTEREST IN UNITS**

Every Unit, together with its undivided interest in the common areas and facilities, shall for all purposes be, and it is hereby declared to be and to constitute a separate parcel of real property; and the Unit owner thereof shall be entitled to the exclusive ownership and possession of his or her Unit subject only to the covenants, restrictions and easements contained herein and in the deed to his or her unit and in the Bylaws of the Association, and subject to the North Carolina Unit Ownership Act and those provisions of the North Carolina Condominium Act applicable to the Condominium, and to the agreements, decisions and determinations adopted by the Association.

**ARTICLE X
FORM OF ADMINISTRATION**

Section 1. Homeowners Association. The management, operation and administration of the Condominium shall be performed by Emerywood Forest Manor Homeowners Association, Inc., (the "Association") which is a nonprofit, nonstock, membership corporation organized under Chapter 55A of the North Carolina General Statutes. The Association is the association of Unit Owners acting under the bylaws and this Declaration in accordance with the North Carolina Unit Ownership Act and those provisions of the North Carolina Condominium Act applicable to the Condominium. The Association shall have all of the powers stated in N.C.G.S. §47C-3-102, specifically including subsections (7) through (10), the terms and provisions of which are incorporated into this Declaration. The Association shall also have the power to enforce in its own name the terms and provisions of this Declaration, any bylaws promulgated by the Association and any rules and regulations promulgated by the Board of Directors. In addition, the Association shall have the power to:

- (A) adopt and amend bylaws and rules and regulations;
- (B) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Unit Owners;
- (C) hire and terminate managing agents and other employees, agents, and independent contractors;
- (D) institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Condominium;
- (E) make contracts and incur liabilities;
- (F) regulate the use, maintenance, repair, replacement, and modification of common elements;
- (G) cause additional improvements to be made as a part of the common elements;
- (H) acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to N.C.G.S. 47C-3-112;
- (I) grant easements, leases, licenses, and concessions through or over the common elements;
- (J) impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;
- (K) impose charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment and, after notice and an

opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to Units) during any period that assessments or other amounts due and owing the Association remain unpaid for a period of 30 days or longer, and levy reasonable fines not to exceed one hundred dollars (\$100.00) for violations of the declaration, bylaws, and rules and regulations of the Association;

(L) impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates or statements of unpaid assessments;

(M) provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees and agents;

(N) assign its right to future income, including the right to receive common expense assessments;

(O) exercise all other powers that may be exercised in North Carolina by a nonprofit corporation; and

(P) exercise any other powers necessary and proper for the governance and operation of the Association,

Section 2. Members. Each Unit owner within the Condominium, by virtue of holding title to a Unit, shall be a member of the Association for so long as the Owner holds title to such Unit. The members of the Association shall be limited to and shall consist of all Unit Owners in the Condominium.

Section 3. Suspension of Voting Rights. Voting rights attributable to an ownership interest in a Unit shall, as permitted by the North Carolina Condominium Act, be suspended throughout the term of any default by an Owner of a Unit under the bylaws or of this Declaration of Condominium or of rules and regulations adopted and published by the Association.

Section 4. Bylaws. The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached to this Declaration as Exhibit B.

ARTICLE XI OPERATION OF THE PROPERTY

Section 1. Preparation and Approval of Budget. Each year on or before thirty (30) days prior to the annual meeting of the Association, the Board of Directors for the Association shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the Units as to which the Association has the responsibility to maintain, repair and replace, and the cost of wages, materials, insurance premiums, water and sewer charges, services, supplies and other expenses that may be declared to be common expenses by this Declaration or the North Carolina Unit Ownership Act or provisions of the North Carolina Condominium Act which apply to this Condominium, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses payable by each Unit Owner fifteen (15) days

prior to the annual meeting preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Unit Owner's contribution for the common expenses of the Condominium

Section 2. Assessment and Payment of Common Expenses. The total amount of the estimated funds require for the operation of the Condominium set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to such Owner's respective interest in the common areas and facilities as stated in Exhibit A, and shall be a lien against each Owner's Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Association one-twelfth (1/12) of the assessments for such fiscal year made pursuant to the provisions of this Article. In addition, the Association may establish an initiation fee to be assessed against each new Owner in order to defray certain administrative costs, including for example only, providing copies of the bylaws, declaration, rules and regulations, budget, assessment schedule, and other pertinent information. The charge for the new member initiation fee shall be collectible as an additional assessment against the applicable Unit.

Section 3. Special Assessments. In addition to the regular assessments authorized in the preceding section, the Association may charge each Unit, in any fiscal year of the Association, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement upon and to any part of the common elements, including fixtures and personal property related thereto; provided that any such special assessment must be approved by the affirmative vote of at least two-thirds (2/3) of all Units existing at the time of the vote, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association. If the special assessment is authorized by the Association, the special assessment shall be paid on such schedule as determined by the Board of Directors.

Section 4. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas which the Association is obligated to maintain, for working capital, operations and contingencies. Such reserve fund is to be established out of regular assessments for common expense.

Section 5. Due Dates of Assessments. Both annual and special assessments shall be due and payable on a schedule established by the Board of Directors.

Section 6. Effect of Failure to Prepare or Adopt Budget. The failure or delay or the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocable share of the common expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

Section 7. Lien for Assessment. Any assessment levied against a Unit remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Unit when a claim of lien is filed of record in the office of the Clerk of Superior Court for Guilford County. The following charges shall be enforceable as assessments and shall be secured by the lien: regular and special

assessments, interest, late charges, initiation fees, fines, and all expenses of collection for the foregoing, including the Association's reasonable attorneys fees.

Section 8. Personal Obligation for Assessments. Each regular and special assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation the Owner of such Unit at the time when the assessment fell due, but not of an Owner's successors in title unless expressly assumed by such successor.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be assessed a late charge to be set from time to time by the Board of Directors within any statutory limits, and the assessment with late charge shall bear interest from the due date at an annual rate equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law. The Association, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien as provided in Section 47C-3-116 of the North Carolina Condominium Act against the Unit to which the assessment related; and, in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Unit. In the event of a default for a period of thirty (30) days by any Owner in the payment of any assessment levied against the Owner's Unit, the Board of Directors shall have the right, after notice and hearing, to declare all unpaid assessments for the then current fiscal year to be immediately due and payable.

Section 10. Subordination of Lien to First Mortgages. The lien created by this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the lien of any assessment, except that the sale or transfer of any unit pursuant to mortgage foreclosure shall extinguish the lien of any assessment against the Unit that first became due prior to such sale or transfer.

ARTICLE XII MAINTENANCE AND REPAIR OF THE PROPERTY

Section 1. By the Association. The Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expense shall be charged to such unit owner) of the following, the cost of which shall be charged to all Unit Owners as a common expense.

(A) all of the common areas and facilities, whether located inside or outside the Units;

(B) all exterior walls and exterior surfaces, roofs, party walls and all other portions of the Units which contribute to the support of any building such as the outside walls of a building and all fixtures on the exterior thereof, window screens and the screen for the sliding doors to the patio or the balcony, the boundary wall of units, floor slabs, floor joists, and attached ceilings, and Unit party walls along with painting (but not repair) of primary entrance doors;

(C) damages to the following which are caused by fire or the elements which is covered under the master insurance policy of the Association (but excluding normal maintenance, repair or replacement): damage to any interior walls, interior ceilings and interior floors, and carpeting;

(D) the sanitary and storm sewer systems and appurtenances, and all water and plumbing facilities, and including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of such utility services into two or more master antenna systems located outside the specific boundaries of any Unit; and including the roof and all roof drainage pipes, gutters and leaders; and

(E) all incidental damage caused to any unit by such work as may be done or caused to be done by the Association in accordance therewith.

Section 2. By the Owner. Except for the portions of the Owner's Unit required to be maintained, repaired and replaced by the Association, each Unit Owner shall be responsible for the maintenance, repair and replacement, at the Owner's own expense, of the following: kitchen equipment, water heater, dishwasher, carpeting, doors, refrigerator and range, lighting, heating and air conditioning system serving the Unit and plumbing and bathroom fixtures serving the Unit, even though it is located totally outside of the unit and roof over the patio and any other improvements made by the Owner, which is due to wear or deterioration or damage not covered under the master insurance policy of the Association. Each Unit Owner shall keep the interior of his or her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damages to any and all other Units or to the common areas and facilities resulting from his or her failure to make any of the repairs required to be made by him or her in this section. Each Unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Association's managing agent any defect or need for repairs for which the Board of Directors is responsible.

Section 3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.

Section 4. Patios and Decks. Any patio or deck which is appurtenant to a Unit and to which such Unit has sole access shall be for the exclusive use of the owner of such Unit. The Owner of such Unit shall keep such patio or deck in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall also make all repairs thereto, with the exception of the bannisters or fences on the patios and decks which shall be the responsibility of the Association.

ARTICLE XIII INSURANCE

Insurance coverage on the Property shall be governed by the following provisions.

Section 1. Ownership of Policies. All insurance policies upon the Condominium property shall be purchased by the Association, for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear and, upon request, provisions shall be made for the issuance of certificates of mortgagee endorsement to the mortgagees or Unit Owners. Unit Owners shall obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses and such other coverage as they may desire.

Section 2. Coverage. All buildings and improvements upon the land and all personal property included in the common areas and facilities shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Association with the assistance of the insurance company providing such coverage. Such coverage shall provide protection against:

(A) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(B) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the building on the property.

Public liability insurance shall be secured by the Association in such amount and with such coverage as shall be deemed necessary by the Association, including, but not limited to, an endorsement to cover liability of the Unit Owners as a group to a single unit owner, There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

Section 4. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as Insurance Trustee under this Declaration. The sole duty of the Association as Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or as may be stated in the bylaws and for the benefit of the Unit Owners and their mortgagees in the following shares:

(A) Proceeds payable on account of damage to common areas and facilities shall be held in the following undivided shares; an undivided share for each Unit Owner, such shares being the same as each Unit Owner's undivided interest in the common areas and facilities.

(B) Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(2) When the building is not to be restored, an undivided share for each Unit Owner, such share being the same as each Unit Owner's undivided interest in the common areas and facilities.

(3) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

Section 5. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

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

(B) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as provided in the succeeding section. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners.

(C) Failure to Reconstruct or Repair. If it is determined, as provided in the succeeding section, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners thereof.

Section 6. Damage and Destruction. Except as hereinafter provided, damage to or destruction of the building shall be promptly repaired and restored by the Association using the proceeds of insurance on the building for that purpose and Unit Owners shall be liable for assessment of any deficiency; provided, however, if the building be more than two-thirds (2/3) destroyed by fire or other casualty and the owners of three-fourths (3/4) of the Units in the building resolve not to proceed with reconstruction or restoration, then in that event the property shall either be (A) sold or otherwise transferred as hereinafter provided, or (B) deemed to be owned as tenants in common by the Unit Owners. Provided, however, in the event it is determined not to reconstruct and restore the building, then the purchaser of the property, or the Unit Owners, as applicable, shall demolish and remove the building from the property within a period not to exceed ninety (90) days from the date of damage or destruction and shall leave the real property clean and free of trash, debris and rubble. A determination to sell the property shall be by affirmative vote of three-fourths (3/4) of the Unit Owners. Any reconstruction or repair shall be in accordance with the plans and specifications approved by the Board of Directors.

ARTICLE XIV
COMPLIANCE WITH BY-LAWS, REGULATIONS AND COVENANTS:
DAMAGES, INJUNCTIONS

Each Unit Owner shall comply strictly with the bylaws and with any rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to such Unit. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or its managing agent, or, in a proper case, by an aggrieved Unit Owner.

**ARTICLE XV
UNIT OWNERS NOT TO JEOPARDIZE SAFETY OF PROPERTY OR IMPAIR
EASEMENTS**

No Unit Owner shall do any work which would jeopardize the soundness or safety of the Property or impair any easements or hereditament without in every such case the unanimous consent of all the other Unit Owners affected being first obtained.

**ARTICLE XVI
ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNER**

No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by any Unit Owner for approval to a proposed structural addition, alteration or improvement in such Owner's Unit within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement.

**ARTICLE XVII
RIGHT OF ACCESS**

A Unit Owner shall grant a right of access to his or her Unit to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or the common areas and facilities, or for the purpose of performing installations, alterations or repairs to the mechanical, electrical, or television services of the common areas and facilities in his or her Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

**ARTICLE XVIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Neither the Owners, nor the Board of Directors (individually or collectively), nor any officers, directors, agents or employees of the Association, shall be personally liable for debts contracted for, or otherwise incurred by, the Association or for a tort of an Owner, whether such Owner was acting on behalf of the Association or otherwise. Neither the Association, nor its directors, officers, or Owners shall be liable for any incidental or consequential damages for failure to inspect the Units, the Common Areas or any other portion of the Property, or any improvements thereon, or for failure to repair or maintain the same. Neither the Association, nor its directors, officers, or Owners shall be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any properties or improvements.

The Association shall, to the extent permitted by applicable law, indemnify, defend and save harmless all members of the Board of Directors from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of Directors of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify every director, officer, former director and former officer of the Association and any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not-for-profit, against expenses (including attorneys' fees) and liabilities actually and reasonably incurred by him or her in connection with the defense of, or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being, or having been, such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or of disinterested directors, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall undertake to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification under any policy of insurance purchased and maintained on his or her behalf by the Association or from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article or in the bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE XIX GENERAL PROVISIONS

Section 1. Enforcement. The Association, and each Owner, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions for 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. The covenants of the Association and Owners under this declaration are real covenant which run with the land even if not so designated under specific paragraphs of this declaration.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by the vote of the Unit Owners having at least sixty seven percent (67%) of the total votes cast in person or by proxy at a meeting duly held in accordance with the provisions of the bylaws. Notwithstanding the foregoing, each Unit Owner's percentage interest shall not be altered except with the unanimous consent of all Unit Owners. No such amendment shall be effective until recorded in the office of the Register of Deeds of Guilford County, North Carolina.

Section 4. Rights of Noteholders. Any institutional holder of a first mortgage on a Unit will, upon written request therefor (acknowledged by the Association), be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (C) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage, (e) receive written notice of any sixty (60) day delinquency in the payment of dues, assessments or charges owed by the Owner of the Unit on which it holds the mortgage (if permitted by law), (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 5. Owner's Duty to Notify of Mailing Address. Each Owner shall have the affirmative obligation to notify the Association of the Owner's current mailing address, if different from the address of the Owner's Unit. The Association may prescribe the specific manner in which such notice must be given, but in any event, such notice must be in writing, must be in the form of a letter or memorandum specifically stating that the Owner's mailing address is different from the Unit address, and if the Association has hired a professional property manager, such notice must be given to the property manager. An address contained on envelopes or checks shall not constitute notice to the Association of a mailing address change. The Owner shall have the duty to confirm that the Association has received notice of the Owner's current mailing address.

Section 6. Declaration Binding on Successors. The restrictions and burdens imposed by the covenants of this Declaration are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements. This Declaration shall be binding upon all parties who may subsequently become Unit Owners, and their respective heirs, legal representatives, successors and assigns.

Section 7. References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

IN WITNESS WHEREOF, Emerywood Forest Manor Homeowner Association, Inc. and the undersigned Unit Owners have executed this Amended and Restated Declaration of Condominium as of the day and year first written above.

**EMERYWOOD FOREST MANOR
HOMEOWNERS ASSOCIATION, INC.**

By: Cyrus L. Brooks Jr.
President

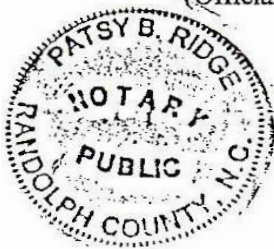
Guilford County, North Carolina

I certify that Cyrus L. Brooks Jr. personally came before me this day and acknowledged that he is President of Emerywood Forest Manor Homeowners Association, Inc., a non-profit corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Date: 11-30-06

Patsy B. Ridge
Print Name: Patsy B. Ridge
My Commission Expires: 3-20-2011

(Official Seal)



Frances J. Collins (Seal)
Frances J. Collins
1119 Gatehouse Road

Vernon W. McFalls (Seal)
Vernon W. McFalls
1117 Gatehouse Road

Laura McFalls (Seal)
Laura McFalls

Hazel Glen Long (Seal)
Hazel Glen Long
1115 Gatehouse Road

James K. Stephens, Jr. (Seal)
James K. Stephens, Jr.
1113 Gatehouse Road

Joyce M. Stephens (Seal)
Joyce M. Stephens
1113 Gatehouse Road

Kiki Perrou Hassapelis (Seal)
Kiki Perrou Hassapelis, unmarried
1101 Gatehouse Road

Cyrus L. Brooks, Jr. (Seal)
Cyrus L. Brooks, Jr.
1103 Gatehouse Road

Joni Parks Brooks (Seal)
Joni Parks Brooks
1103 Gatehouse Road

Kay C. English (Seal)
Kay C. English
1105 Gatehouse Road

Winona P. Adams (Seal)
Winona P. Adams
1107 Gatehouse Road

Allan R. Adams (Seal)
Allan R. Adams
1107 Gatehouse Road

Edward E. Mendenhall, III (Seal)
Edward E. Mendenhall, III
1111 Gatehouse Road

Judith P. Mendenhall (Seal)
Judith P. Mendenhall
1111 Gatehouse Road

Martha S. Aldridge, Trustee (Seal)
Martha S. Aldridge, Trustee of the Martha S. Aldridge Revocable Declaration of Trust dated January 3, 2000
1121 Gatehouse Road

Alva E. Spivey, Jr. (Seal)
Alva E. Spivey, Jr.
1125 Gatehouse Road

Merle P. Spivey (Seal)
Merle P. Spivey
1125 Gatehouse Road

Robert H. Shaw, Jr. (Seal)
Robert H. Shaw, Jr.
1127 Gatehouse Road

Nancy B. Shaw (Seal)
Nancy B. Shaw
1127 Gatehouse Road

Joseph F. Flythe (Seal)
Joseph F. Flythe
1129 Gatehouse Road

Elizabeth Poovey Flythe (Seal)
Elizabeth Poovey Flythe
1129 Gatehouse Road

Irma S. Price (Seal)
Irma S. Price
1131 Gatehouse Road

Virginia L. Corrigan (Seal)
Virginia L. Corrigan
1133 Gatehouse Road

Eloise R. Taylor (Seal)
Eloise R. Taylor
1135 Gatehouse Road

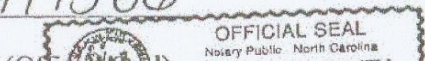
Charlotte Wagner (Seal)
Charlotte Wagner
1137 Gatehouse Road

Sarah G. Gordon (Seal)
Sarah G. Gordon
1139 Gatehouse Road

(see attached) (Seal)
Hugh Clifton Gordon, III
1139 Gatehouse Road

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Reid Walker Parks, Ann Parks

Date: 11-13-06



Vicki S. Thornton

Print Name: Vicki S Thornton

My Commission Expires: 9-27-07

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jane P. Knight

Date: 11-13-06

Vicki S. Thornton

Print Name: Vicki S Thornton

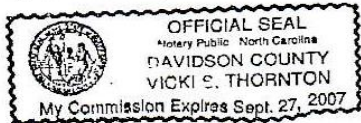
My Commission Expires: 9-27-07

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sula P. Hicks

Date: 11-13-06

(Official Seal)



Vicki S Thornton

Print Name: Vicki S Thornton

My Commission Expires: 9-27-07

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Martha P. Little, Hugh D. Little

Date: 11-13-06

(Official Seal)



Vicki S Thornton

Print Name: Vicki S Thornton

My Commission Expires: 9-27-07

_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

(Official Seal)

Print Name: _____

My Commission Expires: _____

Allison Gayle Gordon (Seal)
Allyson Gayle Gordon
1139 Gatehouse Road

Horry County, ~~North~~ ^{South} Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ALLYSON GAYLE GORDON

Date: 6/20/06
(Official Seal)



Mazie B. Anderson
Print Name: MAZIE B ANDERSON
My Commission Expires: _____
My Commission Expires 02/01/15

Hugh C. Clifton III (Seal)
Hugh C. Clifton III
1139 Gatehouse Road

Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Hugh C. Clifton III

Date: 6/20/06

Cora Stiles Shore
Print Name: Cora Stiles Shore
My Commission Expires: Sept 13, 2008

(Official Seal)



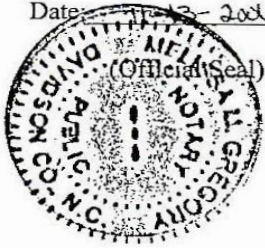
Lexington State Bank, Trustee of the Family Trust
under Last Will and Testament of Frances Cater
Franklin

Lexington State Bank, TTEC
By: *Bob M. Noun* (Seal)
SR Vice President
1109 Gatchouse Road

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brenda M Houser

Date: 11-7-2009

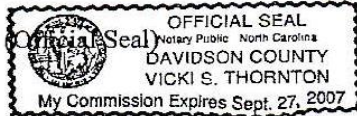


Melissa M. Gregory
Print Name: Melissa M. Gregory
My Commission Expires: 11-7-2009

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: LAURA W. McFALLS

Date: 11-13-06



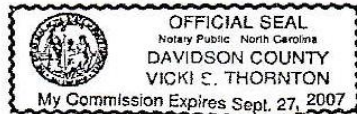
Vicki S Thornton
Print Name: Vicki S Thornton
My Commission Expires: 9-27-07

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ALLAN R. ADAMS

Date: 11-13-06

(Official Seal)



Vicki S Thornton
Print Name: Vicki S Thornton
My Commission Expires: 9-27-07

Davidson County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Frances Collins, Vernon McFalls, Hazel Glenn Long, James K. Stephens, Jr., Joyce M. Stephens, Kiki Perrou Hassapelis, Cyrus L. Brooks, Jr., Joni Parks Brooks, Kay C. English, Winona P. Adams, Edward E. Mendenhall III, Judith P. Mendenhall, Martha S. Aldridge, TTEE, Alva E. Spivey, Jr., Merle P. Spivey, Robert H. Shaw, Jr., Nancy B. Shaw, Joseph F. Flythe, Elizabeth Poovey Flythe, Irma Price, Virginia Corrigan, Eloise R. Taylor, Charlotte Wagner, Sarah G. Gordon

Date: 11-13-06

(Official Seal)

Vicki S. Thornton

Print Name: Vicki S. Thornton

My Commission Expires: 9-27-07

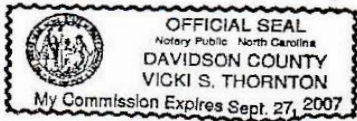


Exhibit A
Undivided Interests in Common Area and Facilities

<u>Unit Number</u>	<u>Common Street Address</u>	<u>Percentage Ownership Interest In Common Area and Facilities</u>
1	1119 Gatehouse Road	4.92%
2	1117 Gatehouse Road	4.92%
3	1115 Gatehouse Road	4.92%
4	1113 Gatehouse Road	4.92%
5	1101 Gatehouse Road	5.42%
6	1103 Gatehouse Road	5.42%
7	1105 Gatehouse Road	5.42%
8	1107 Gatehouse Road	5.42%
9	1109 Gatehouse Road	5.42%
10	1111 Gatehouse Road	5.42%
11	1121 Gatehouse Road	4.92%
12	1123 Gatehouse Road	4.92%
13	1125 Gatehouse Road	4.92%
14	1127 Gatehouse Road	4.92%
15	1129 Gatehouse Road	4.92%
16	1131 Gatehouse Road	4.92%
17	1133 Gatehouse Road	4.92%
18	1135 Gatehouse Road	4.92%
19	1137 Gatehouse Road	4.92%
20	1139 Gatehouse Road	4.92%

Exhibit B
Bylaws

The Bylaws begin on the succeeding page

**AMENDED AND RESTATED
BYLAWS
OF
EMERYWOOD FOREST MANOR
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Emerywood Forest Manor Homeowners Association, Inc., hereinafter referred to as the "Association."

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Emerywood Forest Manor Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Emerywood Forest Manor.

Section 3. "Unit" shall mean and refer to any separately numbered condominium unit shown upon any recorded condominium map of the Property.

Section 4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, but excluding those having such interest as security for the performance of an obligation.

Section 5. "Declaration" shall mean and refer to the Amended and Restated Declaration of Condominium applicable to the Property recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Deed Book 6642, at Page 335. Except as otherwise herein defined, the capitalized terms used herein shall have the meaning set forth in the Declaration.

Section 6. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws

**ARTICLE III
MEMBERSHIP AND PROPERTY RIGHTS**

Section 1. Membership. All Owners shall be Members of the Association. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote or votes for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. The President of the Association shall have the authority to require that such multiple Owners of a Unit file a certificate with the Secretary of the Association, signed by all

of the Owners, designating the person entitled to cast the vote for such Unit. Such certificate shall be valid until revoked by a subsequent certificate

ARTICLE IV
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held at such time and place as the Board of Directors may prescribe.

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 the votes entitled to be cast.

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 fifteen (15) days before such meeting to each Member entitled to vote at such meeting, 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. Waiver by a Member in written of the notice required herein, signed by him or her before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) 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 at such meeting 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 or her Lot.

ARTICLE V
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors who need not be Members of the Association. There shall be five (5) members of the Board of Directors.

Section 2. Term of Office. Each director shall serve a term of three (3) years, with two (2) members being elected in one year, another two (2) members elected the next succeeding year and one (1) member being elected the following year.

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

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his or her 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. If permitted by law, a director's consent to action taken without meeting may be in electronic form and delivered by electronic means.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination and Election of Directors. Nomination and election of the Board of Directors shall be conducted as provided in this Section.

1. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If a Nominating Committee is established by the Board of Directors, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. 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.

2. Election to the Board of Directors shall be by secret written ballot unless otherwise approved by a majority vote of those Members present in person and by proxy at such meeting. An election by a means other than by secret written ballot shall not invalidate the results of any election unless a Member present in person or by proxy at such meeting objects prior to the conclusion of the vote. At such election the Members or their proxies may cast, in respect to each vacancies 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.

Section 2. Publication of Names and Addresses of Board Members. Within thirty (30) days following election of any person to the Board of Directors, the Association shall publish the name and address of each such newly elected board member.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Directors. At regular intervals, the Board of Directors shall provide an opportunity for Members to attend a portion of a meeting of the Board of Directors to speak to the Board about issues and concerns. The Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

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 VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(b) 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;

(c) contract for the benefit of the Property and to delegate to such contractors all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. The undertakings and contracts authorized by the initial Board of Directors (including contracts for the management of the Property) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with the Declaration, the Articles of Incorporation and these Bylaws, and provided further that, any undertaking or contract entered into by the Association at a time before the Declarant has transferred control of the Association to Lot Owners shall contain a provision reserving the right of the Association to terminate such under taking or contract upon not more than ninety (90) days written notice to the other parties) thereto.

(d) employ attorneys to represent the Association when deemed necessary.

(e) establish an initiation fee to be assessed against each new Owner who acquires title to a Lot in order to defray certain administrative costs, including for example only, providing copies of the bylaws, declaration, rules and regulations, budget, assessment schedule, and other pertinent information

(f) establish rules and regulations governing the Property and the conduct of Owners and their guests, lessees and other agents on the Property, and to establish penalties for the infraction thereof.

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

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the 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 against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (provided, however, that failure of any Owner to receive such notice shall in no way affect the obligation of such Owner to pay annual assessments); 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 officer 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 insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property owned by the Association in such amounts and covering such risks as the Board of Directors determines in its reasonable discretion;

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

- (g) perform such services as set out in the Declaration.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and one 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, including additional vice-presidents who need not be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Within thirty (30) days following election of any officer, the Association shall publish the name and address of each such newly officer.

Section 3. Term; Compensation. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. No officer shall receive compensation for services rendered in such capacity to the Association; provided, however that an officer may be reimbursed for actual expenses incurred in the performance of such duties.

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 by giving written notice to the Board, the President or 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 or she replaces.

Section 7. Duties. The duties of the officers are as follows:

- (a) President. 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; provided, however, that if a professional property manager is employed by the Association the duty and authority to sign checks may be delegated to such property manager by the Board of Directors with such limitations as may be set by the Board of Directors.

(b) Vice-President. 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 or her by the Board.

(c) Secretary. 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 Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. 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; if ordered by the Board, cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year, and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The Board of Directors may delegate responsibilities of the treasurer to a professional property manager selected by the Board of Directors.

ARTICLE X COMMITTEES

The Board of Directors may 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 XI 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 at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII 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 after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) 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, late fees, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. In addition, or as an alternative to the charging of interest, the Board of Directors may, in its reasonable discretion, assess a late fee for assessments not timely paid. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of facilities or services provided by the Association or abandonment of his or her Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

ARTICLE XIII
CORPORATE SEAL

The association may have a seal in circular for having within its circumference the words: Emerywood Forest Manor Homeowners Association, Inc.

ARTICLE XIV
AMENDMENTS

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

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

ARTICLE XV
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. By resolution, the Board of Directors may adopt a different fiscal year.

ARTICLE XVI
PROCEDURAL ORDER OF MEETINGS

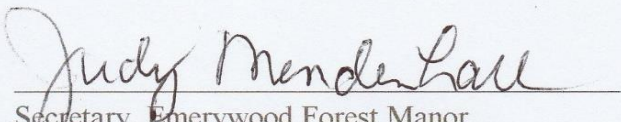
Every meeting of the Board of Directors and every annual and special meeting of the Association shall be conducted in a manner which is procedurally fair. Such meetings need not strictly follow *Robert's Rules of Order*, unless a motion to follow such order is adopted at the meeting in question by a majority of those members entitled to vote who are present in person or by proxy at such meeting. If a motion is passed to for a meeting to be conducted in accordance with *Robert's Rules of Order*, the President (or other presiding officer) shall have the power and authority to recess such meeting to a date stated in order to obtain a copy of *Robert's Rules of Order*.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Emerywood Forest Manor Homeowners Association, Inc., a North Carolina corporation, and

THAT the foregoing Amended and Restated Bylaws were adopted by majority of the Members voting in person or by proxy at a duly called meeting of the Association, for which proper notice was given, held on the 11th day of May, 2022.



Secretary, Emerywood Forest Manor
Homeowners Association, Inc.

Summary of Amended Bylaws

1. May 11, 2022 - Article XV Miscellaneous: Adopted a new fiscal year to commence on January 1, 2023. From June 1 - May 31 amended to January 1 - December 31.