

WAKE COUNTY, NC 381
LAURA M RIDDICK
REGISTER OF DEEDS
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**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
OF PRINCETON MANOR SUBDIVISION**

Prepared By & Hold For: Bob Brady, Box 28

THIS DECLARATION, made this 10th day of April, 2003, by SOUTHERN DEVELOPERS, INC., a North Carolina Corporation, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the property described on Exhibit "A" to this Declaration; and

WHEREAS, the Declarant desires to create on that portion of the above properties described in Article II hereof a planned development community to be known as PRINCETON MANOR SUBDIVISION, and to provide for the preservation of values, for the maintenance of common facilities and services, and for a vehicle for the administration and enforcement of these Covenants and restrictions; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of North Carolina, a nonprofit corporation, Princeton Manor Property Owners Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW, THEREFORE, Declarant declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments ("Assessments"), affirmative obligations, and liens (all hereinafter sometimes referred to as "the Covenants" or the "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Princeton Manor Property Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

(b) "Princeton Manor Subdivision" shall mean and refer to the lands in Knightdale, North Carolina, which are shown as Princeton Manor on the Declarant's Master Plan as revised from time to time.

(c) "Declarant" shall mean, W&W Partners, Inc., a North Carolina corporation, its successors and assigns.

(d) "Developer" shall mean, W&W Partners, Inc., a North Carolina corporation, its successors and assigns.

(e) "Affiliate" shall mean any corporation owning more than fifty percent (50%) of the voting stock of the Declarant, or which is owned or controlled by the Declarant or the Developer, and any partnership or joint venture in which the Declarant or a Developer has fifty percent (50%) or more of the cash flow from such partnership or joint venture.

(f) The "Properties" shall mean and refer to the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(g) "Owner" shall mean and refer to the Owner as shown by the Real Estate Records in the Register of Deeds Office of Wake County, North Carolina, whether it be one (1) or more persons, firms, associations, corporations or other legal entities, of fee simple title to any residential Lot situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. In the event that there is recorded in the Office of the Register of Deeds of Wake County, North Carolina, a long-term contract of sale covering any Lot or Parcel of land within the Properties, the Owner of such Lot or Parcel of land shall be the Purchaser under said contract and not the fee simple title- holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract and where the Purchaser does not receive title to the Property until all such payments are made, although the Purchaser is given the use of said Property.

(h) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Residential Unit in Princeton Manor Subdivision.

(i) "Resident" shall mean and refer to each Owner and Tenant of a Residential Unit who resides in Princeton Manor Subdivision.

(j) "Member" shall mean and refer to all those Owners and Tenants who are Members of the Association as defined in Section 1 of Article III.

(k) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Princeton Manor Subdivision. Since the concept of the future development of Princeton Manor Subdivision is subject to continuing revision and change by the Declarant, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(l) "Common Properties" shall mean and refer to those tracts of land designated as "Common Open Space" - "C.O.S." on recorded maps of the Properties with all improvements thereon which are deeded or leased to the Association. The term "Common Properties" shall also include any personal property acquired or leased by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.

(m) "Restricted Common Properties" shall mean and refer to those tracts of land with all improvements thereon which are designated as "Common Properties" or "Common Area" on any map of a portion of the Property which is under the control and jurisdiction of a Sub-Association", as hereinafter defined, and which is reserved or restricted for the use of members of such Sub-Association.

(n) "Sub-Association" shall be North Carolina non-profit corporations established by developers of places or portions of the Properties requiring an association to manage the affairs of its members and properties owned by or under the control of such Sub-Association, which definition shall also include each Association established in connection with any Sub-Master Declaration defined in (v) below.

(o) "Neighborhood Areas" shall mean various areas within Princeton Manor Subdivision, each of which have been subjected to Additional Restrictive Covenants applied only to such area.

(p) "Neighborhood Covenants" shall mean the additional Restrictive Covenants applied only to a particular Neighborhood Area.

(q) "Board of Directors" shall mean those persons elected or appointed to act collectively as the directors of the Association.

(r) "Bylaws" shall mean the bylaws of the Association as they are now or hereafter exist.

(s) "Institutional Lender" shall mean any bank, insurance company, trust company, real estate investment trust, savings and loan association, pension fund, or other first mortgage lender holding a first mortgage or deed of trust on any of the Property.

(t) "Residential Lot" shall mean all residential lots or units approved from time to time by the Town of Knightdale to be included within Princeton Manor Subdivision for use as a site for a single-family detached dwelling, single-family duplex unit, single-family patio home (or zero lot line), single-family condominium unit, single-family townhouse unit, single-family cooperative apartment unit or single-family apartment unit.

(u) "Residential Units". The residential lots may herein be referred to from time to time as "Residential Units".

(v) "Sub-Master Declaration of Covenants and Restrictions" shall mean additional Declaration of Covenants and Restrictions placed on all or a portion of its respective property by each Declarant and which shall be applicable only to such Property.

(w) "Exempt Property" shall mean and refer to the following classifications of property within the Properties, which property shall be exempt only from the payment of dues.

(1) All land designated on the Master Plan for intended use, or by actual use if applicable, for indoor and outdoor recreational and community facilities owned and operated by the Declarant, the Declarant's Affiliates, the Developer, the Developer's Affiliates, and the Association;

(2) All lands and any improvements thereon designated in any way as Common Properties; or Restricted Common Properties;

(3) All lands designated on the Master Plan as "Neighborhood Rec." areas;

(4) All lands designated on the Master Plan or on recorded plats as Dedicated Open Space, Common Open Space, Public Greenways, Greenways, Public Roads, and Open Space and any improvements thereon which are defined in subparagraph (1) of this paragraph (w);

(5) Property which is used for the maintenance, operation and service of facilities within Common Properties and Restricted Common Properties and facilities within Open Space Areas which are defined in subparagraph (1) of this paragraph (w);

(6) Property which is used for the maintenance, operation, and service of utilities within the Properties;

- (7) All land utilized for church purposes;
- (8) Boat Storage.

ARTICLE II
EXISTING PROPERTY AND ADDITIONS

“Section 1”. “Existing Property”. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to this Declaration is described as follows:

All that tract or parcel of land, situate, lying and being in Wake County, North Carolina, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Declarant intends to develop the Existing Property in accordance with a Master Plan prepared in its Planning Department and placed on display in its Reception and Sales Office, and other areas. The Declarant reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program. The Master Plan shall not bind the Declarant, its successors and assigns, to adhere to the Master Plan in the development of the land shown thereon. Subject to its right to modify the Master Plan as stated herein, the Declarant shall convey to the Association certain properties designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties. The Declarant shall not be required to follow any predetermined sequence or order of improvements and development; and, it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Declarant shall have full power to add to, subtract from or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association. The Declarant shall incorporate and organize the Association prior to the sale or occupancy of any Residential Lot.

“Section 2”. “Additions to Existing Property”. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) “Additions”. During the period of development, which shall by definition extend from date of this Declaration to December 31, 2018, the Declarant, its successors and assigns shall

have the right, without further consent of the Association, by Supplementary Declaration, to bring within the plan and operation of this Declaration additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times.

The additions authorized under this and the succeeding subsection shall be made by recording a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other additions to the Properties.

(b) "Other Additions". Upon approval in writing of the Association pursuant to a simple majority of the vote of those present at a duly called meeting, the owner of any property who desires to add such property to the plan and operation of this Declaration and to subject it to the jurisdiction of the Association, shall record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient which are not inconsistent with the plan or this Declaration, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other additions to the Properties.

(c) "Merger". Upon merger or consolidation of the Association with another association, as provided for in the By-Laws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Property, together with the Covenants and Restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, within the Existing Property, including, without limitation, the maximum limits on Assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association or Institutional Lenders.

(d) Additional lands that become subject to this Declaration under the provisions of this

Section 2 may in the future be referred to as a part of Princeton Manor Subdivision. Also, the name Princeton Manor Subdivision may be used by the Declarant to refer to other nearby properties not subject to this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

"Section 1". "Membership". The Declarant (so long as it owns a Residential Unit within Princeton Manor Subdivision) shall be a Member of the Association, and any creditor of an Owner of a Residential Unit who acquires title to the Properties or any portion thereof pursuant to foreclosure shall be a Member of the Association. Every Owner of a Residential Unit shall be a Member of the Association. Owners who are exempt from the payment of Assessments shall not be Members of the Association unless otherwise specified herein.

"Section 2". "Voting Rights". The Association shall have two (2) types of regular voting membership.

TYPE "A": Type "A" Members shall be all Owners of Residential Units, excluding Declarant, its successors and assigns, of Property situated within the bounds of the property described on Exhibit "A" and each Type "A" Member shall be entitled to one (1) vote for each Residential Unit Owned by such Member.

TYPE "B": Type "B" Members shall be the Declarant (Developer) and shall be entitled to twenty-seven (27) votes for each Residential Unit owned by it.

"Section 3". "Governance". The Association shall be governed by a Board of Directors consisting of three (3) Members.

"Section 4". "Election of The Board of Directors".

(a) The Type "A" Members together with the Type "B" Member Developer of the Property described on Exhibit "A" shall elect three (3) Directors;

(b) The method of electing directors shall be as determined by the Developer of the Property described on Exhibit "A"; provided, however, when any property entitling the Owner to membership in the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, all such Owners shall be Members of the Association. The vote for such Property shall be exercised as the Owners thereof determine, but in no event shall more than the number of

votes specified in Section 2 of this Article III be cast for any Property, and no fractional vote shall be cast.

(c) Notwithstanding any provision in this Section 4, or in Section 8 of this Article III to the contrary, the right of the "Type B" Member to control the Board of Directors shall terminate not later than fifteen (15) years after the conveyance of the first residential lot.

"Section 5". "Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association". The quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as provided in Article III, Section 4 of the By-Laws.

"Section 6". "Proxies". All Members of the Association may vote and transact business at any meeting of the Association by proxy as provided in Article III, Section 5 of the By-Laws.

"Section 7". "Ballots by Mail". When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote for the Members and a ballot on which each Member may vote for or against each such motion. Each ballot that is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 5 of this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

"Section 1". "Members' Easements of Enjoyment in Common Properties". Subject to the provisions of these Covenants, the rules and regulations of the Association and any fees or charges established by the Association, and the provisions of Covenants, rules and regulations of "Sub-Associations" established within the Properties, every Member, and every guest and tenant of such Member, shall have a right of easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every parcel within the Properties.

As determined in the sole and uncontrolled discretion of the Board of Directors, certain Owners of Exempt Properties, and certain Tenants and guests, may have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

"Section 2". "Title to Common Properties". The Declarant covenants for itself, its successors and assigns, that it shall convey by deed to the Association, at no cost to the Association, and subject to (i) this Declaration of Covenants and Restrictions, (ii) all other restrictions and

limitations of record at the time of conveyance, (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said deed, and (iv) any commitments by the Declarant to construct certain improvements thereon as stipulated in said deed, those Common Properties described in Section 4 of this Article IV hereof; except such Common Properties as are required to be deeded to the Town of Knightdale as designated in the Master Plan. Notwithstanding the foregoing, each Developer agrees to convey to the Town of Knightdale that portion of the Common Properties located on its portion of Princeton Manor Subdivision as is required to be deeded to the Town of Knightdale on the Master Plan in a manner and sequence consistent with the development schedule of all Developers.

"Section 3". "Extent of Members' Easements". The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) - The right of the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Properties, and providing services authorized herein and in aid thereof to mortgage said properties provided, however, that any such mortgage is with the prior consent of two-thirds of the votes entitled to be voted by the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of such two-thirds by Members voting in person or by proxy at a duly called meeting of the Association; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;
- (c) The right of the Association to suspend the right to vote and the right to use that portion of the Properties designated as "Common Open Space" - "C.O.S." of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any Assessment or a breach of the rules and regulations of the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.
- (d) The right of Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties; and
- (e) The right of the Association to give or sell all or any part of the Common properties, including lease-hold interests, subject to (i) the provisions of this Declaration of Covenants and Restrictions and (ii) all other restrictions and limitations of record at the time of conveyance, to any

public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfers, and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer of any parcel of land and improvements thereon affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its sole and uncontrolled discretion.

(f) The right of the Declarant or the Association to convey all or part of the Common Properties to the Town of Knightdale.

"Section 4". The Declarant covenants for itself, its successors and assigns, that it will convey to the Association the Common Property shown on each recorded "phase" or "section" map of the Properties prior to the conveyance of any Residential Lot or Unit shown on such map, and that, prior to fifteen (15) years from the date of the conveyance of the first lot in Princeton Manor Subdivision, they shall convey to the Association, at no cost to the Association, and subject to all the restrictions and limitations of the various Articles of this Declaration and any other restrictions and limitations of record, all properties designated as Common Properties on recorded maps of the Property.

ARTICLE V

COVENANTS FOR ASSESSMENTS

"Section 1". "Creation of the Lien and Personal Obligation of Assessments". The Declarant covenants, and each Owner of each Residential Unit within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

- (a) Annual Assessments or charges; and
- (b) Special Assessments or charges for the purposes set forth in this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The

Annual and Special Assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such Assessment is made, and shall also be the personal obligation of the Owner of such property at the time when the Assessment first became due and payable. Co-owners shall be jointly and severally liable for the entire amount of the Assessment.

“Section 2”. “Purpose of Assessments”. The Annual Assessments levied by the Association shall be used exclusively for the purposes outlined in Article VI hereof.

“Section 3”. “Application of “Maximum” Assessment”. The Maximum Regular Annual Assessment, as set forth in subparagraph (a) of this Section 3 and as is automatically increased annually pursuant to the provisions of subparagraph (d) below, shall be levied by the Association. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Assessment less than the Maximum Regular Annual Assessment, it may levy such lesser Assessment.

If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any Assessment year and thereafter, during such Assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser Assessment, the board may, by a majority of voting power (subject to an affirmative vote of 2/3 of each Type of Members), levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of Directors, by a majority of voting power, determines that the important and essential functions of the Association will not be properly funded in any one (1) year, or in any one (1) year and all subsequent years, it may request approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years, by the vote of the Members at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5. Should the Members vote in favor of such proposed increase, it shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to the provisions hereof shall in no way affect the Maximum Regular Annual Assessment for subsequent years on increases thereof in subsequent years.

(a) From and after the date of recording of this Declaration, the Maximum Regular Annual Assessment shall be Four Hundred and No/100 Dollars (\$400.00) for each Residential Unit and shall be automatically increased in each instance by percentage as set forth in Section 3(d) of this Article, and as may be increased pursuant to the provisions set forth immediately above.

