

*Amend Covenants*

FOR RECORD OF SEE BOOK 1343  
PAGE 931 THIS 8 DAY OF NOV 1993  
PHYLLIS H. HALL, REGISTERED CLERK  
BY: Rhonda R. Remy  
DEPUTY

15138

BOOK 1336 PAGE 442

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS  
CARRIAGE PARK TOWNHOMES

COUNTY OF JOHNSTON

This declaration was made on the date hereinafter set forth by Jerry Edward Moore and wife, Linda Pleasant Moore, hereinafter referred to as "Declarants".

WITNESSETH:

Declarants are the owners of the following described property as platted on Plat Book 40, Page 55, Johnston County Registry as well as the 50' access easement set forth on said plat and the initial Phase I of Townhomes and any subsequent Phases:

BEGINNING at an existing iron pipe control corner at the Northeast corner of the 50' access easement, thence South 48 degrees 36 minutes 18 seconds West with Braswell Communication, thence North 55 degrees 34 minutes 18 seconds West 160.90 feet with Highway 70, thence North 47 degrees 03 minutes 43 seconds West 34.09 feet with Highway 70, thence North 49 degrees 37 minutes 50 seconds East 332.42 feet to an iron pipe, thence South 40 degrees 33 minutes 34 seconds East 45.23 feet, North 49 degrees 26 minutes 26 seconds East 71.44 feet to an existing iron pipe thence South 40 degrees 40 minutes 12 seconds East 137.72 feet to the BEGINNING.

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

ARTICLE I: DEFINITIONS

- 1. Section 1. Association shall mean and refer to Carriage Park Townhome Association, its successors and assigns.
- 2. Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.
- 3. Section 3. Common area shall mean all real property (including the improvements thereto) and personal property and easements and other interests therein, together with the facilities and improvements located thereon now or hereafter acquired by the Association for the common use and enjoyment of the owners.

Developer, by the recordation of various plats of real property and by the dedications contained in such plat or plats shall be deemed to have conveyed to the Association, common properties dedicated to the Association as set forth on such plats and as conveyed by deed including the permanent, unobstructed, nonexclusive and public right-of-way of egress and ingress and parking lot as appears on the recorded plat of the subdivision referenced above. This right-of-way will be appurtenant to and run with the lots of the subdivision as well as the area reserved on the plat by the owner. Declarant and the Association hereby covenant for themselves, their successors and assigns, that said common property shall be subject to and bound by the terms of this declaration and exhibits hereto. The use and enjoyment of the common property shall be subject to such rules and regulations relating thereto as are adopted or amended by the Association.

All of the access streets, parking area and walks abutting the lots within the properties which are not maintained by the State of North Carolina or the Town of Clayton shall, upon the recordation of the plat of the subdivision, be dedicated to the common benefit of the community and shall be maintained and

repaired by the Association and invitees of any member whether or not set forth on said plat. Maintenance, repair, and replacement of common properties, including improvements thereto, shall be the obligation of the Association. The Developer's right to construct facilities or make improvements to common properties shall terminate on the 31st day of December 1999, unless the Developer waives its right hereunder, in writing, prior to such date.

Section 4. Lot shall mean and refer to any or each individual residential lot shown upon any recorded subdivision map of the properties. Phase I has lots A, B, C and D as shown on the initial plat.

Section 5. The community and properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 6. Declarants shall mean and refer to Jerry Edwin Moore and wife Linda Pleasants Moore, their successors, heirs and assigns provided such successors, heirs or assigns should acquire more than one undeveloped lot from the declarants for the purpose of development.

ARTICLE II: PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. the right of the Declarants or the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless executed by the Declarants or unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property; nevertheless, the access right-of-ways and parking lot shall remain open to the general public.

Section 3. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between the townhomes located upon each lot and such portion or portions of the common property adjacent thereto or as between adjacent lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each lot and the adjacent portion of the common property or as between adjacent lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association.

Section 4. Easement for Utilities. There is hereby reserved to the Declarant and the Association a blanket easements upon, across, above and under all property within the community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the community or any portion thereof, including, but not limited to, gas, water, sanitary, sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant and the Association might decide to have installed for either of themselves or their designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party requesting such utility or service, request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, rules and regulations, use restrictions, and any amendments to any of the foregoing, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the community for the benefit of Declarant, its successors, and assigns, over, under, in, and/or on the community, without obligation and without charge to Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the community and any other property now owned or which may in the future be owned by Declarant (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the community and specifically includes, but is not limited to:

a. the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the community; and the right to tie into and or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the community; and

b. the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the community;

c. no rights, privileges, an easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the community, but shall be held independent of such title, and no such right, privilege or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

d. if these reserved easements are exercised without annexing any additional property to the community, the owner of the affected additional property shall share the costs, if any, of using and maintaining utility and similar facilities (but whose common easements, facilities, or assets are shared with the affected additional property), including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities with the Owner in the community in the proportion that the number of completed dwellings on the affected additional property bears to the total number of completed dwellings upon the affected additional property and the number of lots in the community. The costs of maintenance and repair of community driveways shall likewise be apportioned to the affected additional property if the only means of vehicular access to the affected additional property is across the community. For the purposes of this provision, a dwelling on the affected additional property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the association in accordance with this Declaration.

Section 6. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

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

Section 7. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than

two automobile parking spaces, which shall be as near-and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking-spaces for each dwelling.

ARTICLE III: PARTY WALLS

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

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

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

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators; in the alternative, any owner may require the dispute in which he is a party to be resolved pursuant to the American Arbitration Association.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be Owners, with the exception of the declarants and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B members shall be the declarants and shall be entitled to thirteen (13) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership provided Declarants have constructed all twelve planned townhomes or

b. on January 1, 2005.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarants, for each lot owned within the properties, hereby covenant, and each owner of any lot by

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and to agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and preserve the recreation, health, safety, and welfare of the residents in the properties and for improvement and maintenance of the common easements, the common right-of-way and lighting system located on each lot as well as any common area later added pursuant to the terms of these Covenants.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Five Hundred and No/100's (\$500.00) Dollars per lot.

a. from and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

b. from and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose and the Declarant.

Section 5. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. Subject to Section 10 hereinafter, the annual assessments provided for herein shall commence as to each lot on the first July 1 following the conveyance of the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the

Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Properties. Until the construction of the initial dwelling on a lot has been completed and either the first occupant takes possession of the dwelling, or an intended occupant takes title to the lot, such lot shall be exempt from annual assessments. No dwelling lot shall be exempt from special assessments. All properties dedicated to and accepted by a local public authority, utility, common area, or any restricted common area such as parking lots, streets, or utility and drainage easements, shall be exempt from the assessments created herein.

Section 11. Loans to the Association. The Association's Board of Directors may borrow monies from time to time, so long as the repayment of the principal borrowed and the interest thereon shall be accomplished within the term of five (5) years. Loans that shall require repayment over a longer term shall first be approved by two-thirds (2/3) of the votes of the members present in person or by proxy at a meeting duly called for this purpose.

In order to secure the repayment of any and all sums borrowed by it from time to time, the Association is hereby granted the right and power; (i) to assign and pledge revenues received, and to be received by it under any provision of this Declaration; and (ii) to enter into agreement with Note Holders with respect to the collection and disbursement of funds; and (iii) to apply funds received by the Association first to the payment of principal and interest, when due, on such loans; and (iv) to establish such collection, payment and lien enforcement procedures as may be required by Note Holders.

Section 12. Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and its effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

Section 13. Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

#### ARTICLE V: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nevertheless so long as Declarant owns as many as one lot within the subdivision, Declarant shall retain absolute, immediate and unfettered control over the committee and its members. Only thereafter may the Board select the committee members. Furthermore, if no suit to enjoin the erection of such structure has been commenced prior to ninety (90) days after the completion of the structure, such approval shall not be required.

#### ARTICLE VI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The court may award reasonable attorney's fees to the prevailing party.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the lot owners and the Declarant; and thereafter it may be amended by an instrument signed by not less than sixty-six and two-thirds (66-2/3's) percent of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and a Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members except for the following: additional land owned by the declarant may be annexed by the declarant without the consent of members within ten (10) years of the date of this instrument. Furthermore, declarant may create subassociations to cover special problems involving later phases with special needs (i.e., such as the care of common party walls or building exteriors in townhouses or condominiums). Finally, within ten years of date, the Declarant may add Phases constituting additional townhomes or other structures to the property as the Declarant, their heirs or assigns, deem appropriate at their sole discretion without restrictions due to these covenants.

#### ARTICLE VII: USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes and for single-family townhouse units. No lot shall be subdivided or boundary lines amended, except with the written consent of the declarant and in compliance with the subdivision regulations of the Town of Clayton. The Declarants hereby expressly reserve to themselves, and their successors and/or assigns the right to replat one or more lots shown on the plat of said subdivision in order to create a modified building lot.

Section 2. Dwelling Size and Foundational Dwellings shall have the following minimum square footage of heated floor space exclusive of porches, carports and garages: 1,150 minimum square feet for any one story, split-level, or ranch; 750 minimum square feet on the first story with a total of 1,150 for any story and a

half dwelling. Any two story dwelling must have total square footage of no less than 1,400 square feet. All foundations shall be veneered on the exterior with brick.

Detached outbuildings shall be at least twenty (20) feet behind the back foundation line of the house.

Section 3. Character of Structures. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence on the property. No mobile homes or modular homes shall be permanently or temporarily located on a lot.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period.

Section 6. Animals. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number as determined by the board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other lots or the owner of any property located adjacent to the community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the community. Pets shall be leashed, penned or physically restrained at all times.

Section 7. Garbage, Clotheslines, Woodpiles. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation or rubbish or debris shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All clotheslines, garbage containers, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, or other property.

Section 8. Vehicles. No stripped, partially wrecked, or junk motor vehicles, or parts thereof, shall be permitted to be parked or kept on any street or lot, in such a manner as to be visible to the occupants of other lots or the users of any street. No trucks or cars shall be parked on or along the right of way.

Section 9. Damaged Property. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

Section 10. Satellite Dish and Antennas.

a. Any satellite dish located on any lot for television reception shall be placed twenty (20) feet behind the back foundation line of the house located on the lot. The dish shall not be visible from any street. The plans and specifications for the location of such dish shall be submitted to and approved in writing by the Architectural Control Committee of the subdivision prior to installation

b. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Board or its designee, except that an Owner may erect an antenna on his dwelling roof so long as such antenna does not extend more than six (6) feet above the highest part of the roof. No free standing antennas whatsoever shall be placed on any lot, including, without limitation, satellite dishes without approval.

Section 11. Gardens, Play Equipment and Pools. Ornamental plants and shrubbery (and only ornamental plants and shrubbery) may be placed between the rear of the dwelling and any street line. All other planting in this area may be done only with the



prior written approval of the Board or in accordance with the guidelines previously established by the Board. Any vegetable garden, hammocks, statuary, play equipment, or pools must be located between the rear of the dwelling and the rear lot line.

Section 12. Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Board of its designee.

Section 13. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Committee or its designee. The Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a hog wire or chain link fence be approved except that the Declarant may install a chain link fence along the boundary of the development and the Board may maintain the same. Forty-eight (48) inch picket type fence, slat five and one-half (5 1/2) inches in width, picket pointed top or round, will be the only other fences allowed unless specifically approved in writing by the Board. The purpose of this provision is to ensure a uniform, high quality appearance to the yards. The developer anticipates that the Board will approve guidelines allowing forty-eight (48) inch high wooden picket fences with slats five and one-half (5 1/2) inches in width, pickets pointed or rounded on the top.

Section 14. Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any lot must be painted or repainted in a color used by Declarant in the original construction and marketing of residences within the community or in a color approved by the Architectural Control Committee.

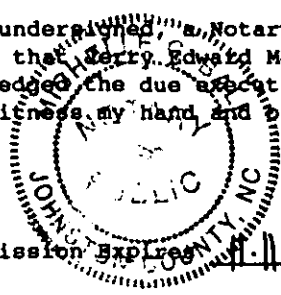
IN TESTIMONY WHEREOF, the declarants have hereunto set their hands and seals this the 27 day of September, 1993.

Jerry Edwin Moore (SEAL)  
Jerry Edward Moore

Linda Pleasant Moore (SEAL)  
Linda Pleasant Moore

NORTH CAROLINA  
JOHNSTON COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that Jerry Edward Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and official seal, the 27 day of September, 1993.

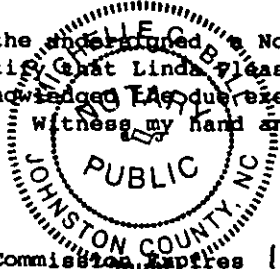


Michelle C. Ball  
Notary Public

My Commission Expires 11-11-97

NORTH CAROLINA  
JOHNSTON COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that Linda Pleasant Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and official seal, the 27 day of September, 1993.



Michelle C. Ball  
Notary Public

My Commission Expires 11-11-97

NORTH CAROLINA — JOHNSTON COUNTY  
The foregoing certificate/s of Michelle C. Ball  
Notary Public/Notaries Public is/are certified to be correct.  
Filed for registration and recorded in this office in Book 1336 Page 442  
This 27 day of September, 1993 at 7:15 o'clock P. M.  
Phyllis N. Wall Register of Deeds By Clayton W. Dackiw Asst./Deputy Register of Deeds