

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROSE HALL SUBDIVISION (A PLANNED COMMUNITY)**

**THIS DOCUMENT REGULATES OR PROHIBITS THE
DISPLAY OF POLITICAL SIGNS.**

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STATE OF NORTH CAROLINA

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROSE HALL SUBDIVISION (A PLANNED COMMUNITY)**

COUNTY OF WAKE

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSE HALL SUBDIVISION (A PLANNED COMMUNITY) (the "Amended and Restated Declaration") is made as of this 7th day of October, 2018, by Rose Hall Homeowners Association, Inc. (the "Association") by the affirmative vote of at least sixty-seven (67%) of the Lot Owners within the Association.

W I T N E S S E T H:

WHEREAS, Honeycutt Estates, LLC, then as Declarant, caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Rose Hall Subdivision (A Planned Community) recorded in Book 12397, Page 2190, Wake County Registry, on or about February 13, 2007 (the "Declaration");

WHEREAS, the Declaration, when recorded, included as Exhibit B thereto those certain Articles of Incorporation of Rose Hall Homeowners Association, Inc. (the "Articles of Incorporation");

WHEREAS, this Amended and Restated Declaration is not intended to amend or restate the Articles in any way; and, therefore, the Articles remain unamended, as-is, and in full force and effect (and as may be amended from time to time), and shall not be included in this Amended and Restated Declaration as an Exhibit or otherwise;

WHEREAS, the Declaration, when recorded, included as Exhibit C thereto those certain BY-LAWS OF ROSE HALL HOMEOWNERS ASSOCIATION, INC. (the "Bylaws");

WHEREAS, this Amended and Restated Declaration is not intended to amend or restate the Bylaws in any way; and, therefore, the Bylaws remain unamended, as-is, and in full force and effect (and as may be amended from time to time), and shall not be included in this Amended and Restated Declaration as an Exhibit or otherwise;

WHEREAS, the Declaration, when recorded, included as Exhibit D thereto that certain Stormwater Operations and Maintenance Manual Rose Hall Subdivision (the "Stormwater Manual");

WHEREAS, this Amended and Restated Declaration is not intended to amend or restate the Stormwater Manual in any way; and, therefore, the Stormwater Manual remains unamended, as-is,

and in full force and effect (and as may be amended from time to time), and shall not be included in this Amended and Restated Declaration as an Exhibit or otherwise;

WHEREAS, Honeycutt Estates, LLC, then as Declarant, caused to be recorded that certain Annexation Declaration Subjecting Additional Land to that Declaration of Covenants, Conditions and Restrictions for Rose Hall Subdivision, Phase I, Recorded in Book 12397, Page 2190, Wake County Registry, recorded in Book 13482, Page 1409, Wake County Registry (the "Annexation"), on or about April 15, 2009;

WHEREAS, the Annexation subjected the additional properties to the control of the Declaration as described therein in the Annexation, and which are set forth and described herein as:

BEING all of that certain tract or parcel of land, containing 10.40 acres, as shown on plat of survey entitled "LOT BY LOT SUBDIVISION-PHASE TWO-ROSE HALL-PROPERTY OF HONEYCUTT ESTATES, LLC-BARTONS CREEK TOWNSHIP-WAKE COUNTY-NORTH CAROLINA" prepared by Newcomb Land Surveyors, LLC, dated December 2, 2008, and recorded in Book of Maps 2009, Page(s) 433 & 434 Wake County Registry;

WHEREAS, Honeycutt Estates, LLC, then as Declarant, caused to be recorded that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Rose Hall Subdivision recorded in Book 14514, Page 1115, Wake County Registry (the "First Amendment");

WHEREAS, the Declarant Control Period as defined by the Declaration has expired, and the Association is now in control in carrying out and enforcing the covenants, conditions, and restrictions placed upon the Properties by the Declaration and as expanded by the Annexation and amended by the First Amendment;

WHEREAS, in order to ensure that its covenants, conditions, and restrictions are current with application North Carolina state law, and for other reasons to consolidate the various instruments, the Association desires to make this Amended and Restated Declaration;

WHEREAS, Article XII, Section 7 of the Declaration provides that the Declaration, "may only be amended by a sixty-seven percent (67%) vote of the Lot owners [sic];" and

WHEREAS, at least sixty-seven percent (67%) of the Lot Owners within the Association voted to approve this Amended and Restated Declaration.

NOW THEREFORE, the undersigned for the purposes expressed hereinabove, do hereby declare that the following Amended and Restated Declaration shall be binding on all parties having or acquiring any right, title or interest in the real property subject to the Declaration, or any part thereof, and shall inure to the benefit of each Owner or successor in interest or assignee thereof:

1. RECITALS. The foregoing Recitals are hereby incorporated herein by reference as if fully set forth hereinbelow, shall constitute an integral part of this Amended and Restated Declaration, and this Amended and Restated Declaration shall be construed in light thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. As used in this Article, the following words and terms have the following definitions, unless the context in which they are used clearly indicates otherwise (when any of these and other defined words or terms in this Article have an initial capital letter, however, it is not required that their use have initial capital letters in order to have the defined meaning). Some or all of the following words and terms may have the same definitions in other portions of this Amended and Restated Declaration; if so, they are being repeated here for convenience; if not, as used in this Article, they have the definitions contained in this Article. Words and terms defined in other portions of this Amended and Restated Declaration and not defined in this Article but used in this Article have the definition defined for them in such other portions of this Amended and Restated Declaration, unless those definitions are superseded or modified as a result of the conflict rules set forth in Section 3 of this Part A (for example, words and terms defined by the Code and used in this Amended and Restated Declaration have the definitions contained in the Code, notwithstanding that they may be defined differently in this Article or other portions of this Amended and Restated Declaration; however, to the extent that a word or term is defined in this Article or other portions of this Amended and Restated Declaration differently from how it is defined in the Code, and the definitions do not conflict, then both definitions are applicable). With respect to words and terms used herein, the singular shall include the plural, the plural shall include the singular, and one gender shall include all.

(a) "Act" is defined as the North Carolina Planned Community Act, as contained in Chapter 47F of the North Carolina General Statutes (or as contained in any successor portion of the North Carolina General Statutes), as the same exists from time to time. The Act is referred to herein from time to time as G.S.47F, with the particular section number following the G.S.47F reference (for example, G.S.47F-1-101). Words and terms used in this Article that are defined in the Act but not defined in the Code (for example, the term special declarant rights), have the definition contained in the Act.

(b) "Annexation Declaration" is defined as a document, by whatever name denominated, that is recorded for the purposes of annexing Annexed Property to the Declaration and causing such Annexed Property to be subject to the scheme of covenants, charges, conditions and restrictions contained in this Amended and Restated Declaration and including any additional covenants, charges, conditions and restrictions contained in the Annexation Declaration.

(c) "Annexed Property" is defined as all real property annexed or subjected (those two terms being used interchangeably herein) to any part or all of the terms of this Amended and Restated Declaration following the initial recording of this Amended and Restated Declaration in the Registry.

(d) "Association" is defined as the nonprofit corporation organized and operated under the laws of the State of North Carolina as the property Owners association for the Properties. Sub-Association (if applicable) is defined as a nonprofit corporation organized and operated under the laws of the State of North Carolina as the property Owners association for a portion of, but not all of, the Properties. There may be one or more Sub-Associations (if applicable) with respect to the

Properties. An example of a Sub-Association is a property Owners association for a townhouse development that is part of a cluster unit development which has an Association for the cluster unit development. All references herein to an Association that is, in fact, a Sub- Association, are deemed corrected accordingly.

(e) "Board" is defined as the board of directors of the Association, and is the Executive board as defined in the Act. The Board is responsible for the management and administration of the Association as provided for in this Amended and Restated Declaration and in the Act.

(f) "Code" is defined as the Wake County Code of General Ordinances (which includes the Wake County Zoning Ordinance) as it exists from time to time, and includes all duly adopted regulations, rules, directives, and policies of the County pursuant to or in furtherance of the Code.

(g) "Common Area" is defined as real property, together with any improvements situated thereon, intended for the common use and benefit of Owners and occupants of the Properties, however such real property is described on a plat or document recorded in the Registry. Common Area may be owned or leased by the Association or it may be owned by another Person with the Association having a right or easement therein (for example, part or all of a private stormwater drainage easement located on either a Lot or real property that is not part of the Properties and that serves more than one (1) Lot in the Properties or a right of the Association to use of a portion of a public street right-of-way pursuant to an encroachment agreement with the County). Common Areas include all of the following:

- (1) any private street and private walkways in the Properties (but excluding private walkways on and solely for the benefit of an individual Lot);
- (2) Stormwater Control Measures, including any area or facility designated a drainage easement on any recorded plat or map of the Properties, and level spreaders and stormwater retention, detention, or diversion facilities of any kind, as well as any landscaping areas incorporated therein;
- (3) any water or sewer utility line that serves more than one Lot and which is either located outside public street rights-of-way or outside any County utility easement;
- (4) any site or facility designated a common area, common property open space, open space common area, amenity area, recreation area or other similar designation on any recorded plat or map of the Properties, or in this Amended and Restated Declaration;
- (5) any Code-required shared facility or Open Space for the Properties, except for Open Space owned by the County or reserved by the Declarant;
- (6) any public road right-of-way dedicated to the public on plats and maps of the Properties recorded in the Registry but not accepted for public Maintenance by the appropriate Governmental Entity. Provided, however, that the fact that a street or road has not been accepted by the applicable Governmental Entity shall not relieve the Declarant of the obligation to take such action as is necessary to have it accepted. The Association has the right to enforce this Declarant obligation, and the Declarant shall be liable to the Association for all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Association in connection with such unaccepted street improvements and enforcement of its rights against Declarant hereunder. Notwithstanding

- anything herein to the contrary, upon the time that any and all such road rights-of-way are accepted by the State of North Carolina or other local municipality for maintenance, the same shall cease to be part of the Common Area; and
- (7) any object or improvement located on, under, in or over public property or public right-of-way which object or improvement is subject to an encroachment agreement with a Governmental Entity that is recorded in the Registry, and may include: signs, landscaping, irrigation facilities, drain pipes, decorative surfaces and brick pavers.

Common Area that is owned by or subject to being Maintained by a Sub-Association is Sub-Association Common Area, even if it is referred to in this Amended and Restated Declaration or in any recorded plat of the Properties as Common Area instead of Sub-Association Common Area. Common Area, if any, established by the Declarant or the Association for the benefit of fewer than all of the Owners and occupants of the Properties is Limited Common Area, and such Limited Common Area and the Owners and occupants of the applicable portion of the Properties for whose benefit the Limited Common Area exists are subject to the same Code provisions as those applicable to Common Area. All references herein or in any recorded plat of the Properties to Common Area that is, in fact, Limited Common Area, are deemed corrected accordingly. Sub-association Common Area, if any, owned by or subject to being Maintained by a Sub-Association for the benefit of fewer than all of the Owners and occupants of the applicable portion of the Properties is Sub-Association Limited Common Area, and such Sub- Association Limited Common Area and the Owners and occupants of the applicable portion of the Properties for whose benefit the Sub-Association Limited Common Area exists are subject to the same Code provisions as those applicable to Sub-Association Common Area. All references herein or in any recorded plat of the Properties to Limited Common Area or Sub-Association Limited Common Area that is, in fact, Common Area or Sub-Association Common Area, are deemed corrected accordingly.

(h) "Common Expense" is defined as all of the expenses incurred by the Association in furtherance of its rights and responsibilities under the Act, the Code, and the Governing Documents and including specifically, but without limitation, all of the following: (Expenses for the Maintenance of Limited Common Area are Limited Common Expenses, which is a subcategory of Common Expense.)

- (1) All sums lawfully assessed by the Association against its Members;
- (2) Expenses of the Common Area and administration, inspection and Maintenance of the Common Area;
- (3) Expenses classified as Common Expenses under the Act, the Code, or under the provisions of this Amended and Restated Declaration or other Governing Documents;
- (4) Expenses for acquisition, Maintenance, repair, restoration, replacement, use and operation of personal property owned or leased by the Association for the benefit of the Members;
- (5) Premiums for property, liability or such other insurance premiums as this Amended and Restated Declaration or other Governing Documents may require the Association to purchase;
- (6) Ad valorem taxes and public assessment and charges lawfully levied against

- any Common Area owned in fee simple by the Association;
 - (7) Fees or charges for utilities used in connection with the Common Area;
 - (8) Any unpaid Association assessment following the foreclosure of a first mortgage or first deed of trust or an assessment lien;
 - (9) Allocations to reserve funds;
 - (10) Payments owed to a Governmental Entity pursuant to any stormwater agreement, except for payments in such stormwater agreement owed to the Governmental Entity by the Declarant;
 - (11) Fees for services engaged by the Association;
 - (12) Costs and expenses for which the Association is obligated under any encroachment agreement or other agreement with any Governmental Entity;
 - (13) Financial obligations of the Association or financial obligations of Members with respect to which the Association has responsibility for collection and payment;
 - (14) Expenses incurred by the Association in performing its functions and providing services, including operating, management, enforcement and administrative expenses;
 - (15) Expenses agreed by the Members to be Common Expenses of the Association (for example, periodic washing of public streets within the Properties); and
 - (16) Expenses declared to be Common Expenses by the provisions of this Amended and Restated Declaration, including but not limited to, entry landscaping and lighting, irrigation and monuments, and the expenses of operating, maintaining and repairing any swimming pool, bath house, open play area and other amenities located upon the Properties.
- (i) "County" or "Wake County" is defined as Wake County, North Carolina, a North Carolina county.
- (j) "Declarant" is defined as Honeycutt Estates, LLC, its successors and assigns.
- (k) "Amended and Restated Declaration" is defined as the document, however denominated, which contains this Article, together with all exhibits and amendments to the document if any.
- (l) "Fiscal Year" is defined as the calendar year until such time as the Board, by appropriate resolution, establishes a different Fiscal Year for the Association.
- (m) "Governing Documents" is defined as all of the following: this Amended and Restated Declaration; the Articles of Incorporation and Bylaws of the Association; the Stormwater Operations and Maintenance Manual; architectural guidelines and bulletins and rules and regulations of the Association; Annexation Declarations; and other declarations of restrictive or protective covenants applicable to the Properties; and all Sub-Association documents (with respect to those portions of the Properties subject to such Sub-Association documents), as the same may be amended, restated or supplemented from time to time. The Articles of Incorporation, Bylaws, and Stormwater Manual were attached to the Declaration when recorded.
- (n) "Governmental Entity" is defined as the County, the County of Wake, North

Carolina, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over the Properties or any part thereof, and all applicable departments and agencies of any of them, whichever Governmental Entity or entities is/are applicable.

(o) "Include" or "Including" is defined as being inclusive of, but not limited to, the particular matter described, unless otherwise clearly obvious from the context.

(p) "Living Unit" is defined as any Lot on which a dwelling unit has been fully constructed and made ready for occupancy as a residence, including without limitation, completion of the final floor covering, interior paint and wallpaper and all appliances, for which a Certificate of Occupancy or Compliance has been issued, and owned by anyone other than the original builder thereof, unless occupied as a residence by the original builder thereof or his tenant.

(q) "Lot" is defined as any numbered or lettered portion of the Properties, together with any improvements thereon, which is shown upon any recorded plat of any part or all of the Properties, and which is not any of the following; dedicated street rights-of-way; Common Area; Open Space owned in fee simple by the Association; greenway or park lands owned in fee simple by the County.

(r) "Maintain", "Maintenance", "Maintaining", or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(s) "Member" is defined as each Person who or which holds membership in the Association.

(t) "Mortgagee" is defined as the beneficiary or payee under any mortgage or deed of trust, and the terms mortgage and deed of trust are deemed to refer to both mortgages and deeds of trust.

(u) "Open Space" is defined as open space areas shown on preliminary subdivision plans filed with the County and delineated on any recorded plat of the Properties or the open space areas required by the Code or by the conditional use zoning of the Properties for the perpetual benefit of the Owners. Open Space areas required under the Code are required as compensation for the flexible lot dimensions allowed on part or all of the Properties and Open Space areas in Conditional Use Zoning Districts may be required as consideration for such conditional use zoning. Accordingly, Open Space may not be conveyed except in strict compliance with the Code. Under the Code, Open Space may be owned by the Association, a Sub-Association, or by the County. Open Space owned by the Association or a Sub-Association is Common Area or Sub-Association Common Area, as appropriate.

(x) "Operating Deficit" is defined as the difference between the total amount of the annual assessments for a Fiscal Year levied on all Lots and the amount of actual expenditures by the Association during the Fiscal Year for Common Expenses, including funding of

reserves, but excluding (i) amounts levied against a Lot, but which are not paid, and (ii) special assessments for capital improvements.

(y) "Owner" is defined as the record Owner, whether one or more Persons, of fee simple title to any Lot. "Owner" shall not include any Person who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

(z) "Person" is defined to include any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Entity (including the County), or other entity.

(aa) "Properties" is defined as all of the real property subject to any part or all of the terms of this Amended and Restated Declaration. A survey of the Properties entitled "SUBDIVISION-ROSE HALL-PROPERTY OF HONEYCUTT ESTATES, LLC" is recorded in Book of Maps 2007, Page 372, Wake County Registry; and BEING all of that certain tract or parcel of land, containing 10.40 acres, as shown on plat of survey entitled "LOT BY LOT SUBDIVISION-PHASE TWO-ROSE HALL-PROPERTY OF HONEYCUTT ESTATES, LLC-BARTONS CREEK TOWNSHIP-WAKE COUNTY-NORTH CAROLINA" prepared by Newcomb Land Surveyors, LLC, dated December 2, 2008, and recorded in Book of Maps 2009, Page(s) 433 & 434 Wake County Registry.

(ab) "Registry" is defined as the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Properties are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Properties is situated.

(ac) "Stormwater Control Measures" is defined as one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a plat or in a document) that serves the Properties: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wetponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than (1) Lot in the Properties, and which are located outside public street rights-of-way and drainage easements. Private stormwater drainage easements that serve more than (1) Lot in the Properties, however identified on a recorded plat or in a recorded document, are deemed to be dedicated to the Association for the benefit of the Properties or applicable portion thereof. All Stormwater Control Measures are Common Area or Limited Common Area, or Sub-Association Common Area or Sub-Association Limited Common Area, as applicable.

(ad) "Stormwater Operations and Maintenance Manual" is defined as that manual attached hereto as Exhibit "D", as it may be amended from time to time, and which describes the Association's operation and Maintenance responsibilities for the Stormwater Control Measures for the Properties.

(ae) "Structures" are defined as objects and/or improvements located on a Lot, that may or may not be permanent in nature, including, but not limited to, any building, dwelling sheds, garages, outbuildings, dog houses, green houses, fences, decks, stoops, porches, outdoor kitchens, stoves, fireplaces, towers, parking pad, driveway, sidewalk, poles, vegetable gardens, mailboxes, playsets/swingsets, and otherwise.

ARTICLE II

ASSESSMENTS

Section 1. Obligation for Assessments. Each Owner, by execution of this Amended and Restated Declaration or by acceptance of a deed or other instrument conveying title to a Lot, whether or not it shall be so expressed therein, is deemed to consent and agree to pay to the Association (or to any Person who may be designated by the Association to collect such monies) all assessments and other charges required by this Amended and Restated Declaration, including the following: (1) annual assessments; (2) working capital assessments; (3) assessments for Stormwater Control Measures; (4) special assessments; (5) fines for violations of the provisions of this Amended and Restated Declaration or other Governing Documents or assessments levied against Owners for misuse and damage to the Common Areas by the Owners or their family members, tenants, agents, contractors and guests; (6) individual assessments for any expense under the Code or this Amended and Restated Declaration which the Association becomes obligated to pay and pays on behalf of an Owner; (7) late payment charges, interest on unpaid assessments, costs of collection, including without limitation, court costs, service charges, and attorney's fees as provided in the Act, and charges for dishonored checks; all as established by the Board from time to time; and (8) all other assessments and charges imposed or allowed to be imposed by this Amended and Restated Declaration.

The Association at all times has the right to include as part of the assessments or other charges applicable to the Properties and the Owners thereof such amounts as are required to pay all Common Expenses and all financial obligations of the Association imposed by the Code either (i) directly on the Association, or (ii) indirectly on the Association by imposition of the financial obligation on some or all of the Owners, with the Association having responsibility for collection and payment to the County.

Section 2. Purpose of Assessments. The annual assessment primarily is for the purpose of funding the Common Expenses of the Association, including monies allocated for reserve funds, for the Fiscal Year to which it applies and in accordance with the budget for that Fiscal Year adopted by the Association, although such assessments may be used for payment of any Common Expenses as determined by the Board. All budgets of the Association shall be proposed in good faith and with the intent to cover all reasonably necessary Common Expenses for the applicable Fiscal Year of the Association, including monies allocated for reserve funds.

Section 3. Budgets: Amount of Assessments. The Association is at all times empowered to levy assessments against the Lots and Living Units and the Owners of Lots and Living Units within the Properties for the payment of Common Expenses.

The beginning annual assessment per Lot when the Declaration was created was Four Hundred Twenty-Five Dollars (\$425.00) in 2007. As of the date of this Amended and Restated Declaration, the annual assessment per Lot is Seven Hundred Seventy Dollars (\$770.00). The Board shall have the authority to increase the amount of the annual assessment per Lot up to, but not to exceed, twenty percent (20%) of the prior year's annual assessment for the same ("Maximum Annual Assessment"). Both annual and special assessments must be fixed at a uniform rate for all Lots and Living Units, on a per Lot and per Living Unit basis, and may be collected on a monthly basis or other periodic basis as the Board in its discretion determines.

The Board shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after the adoption of the proposed budget, the Board shall send a copy of the proposed budget to the Members and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than sixty (60) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget; provided, however, if the budget provides for an annual assessment per Lot not in excess of the Maximum Annual Assessment in effect for that Fiscal Year of the Association, such budget shall be deemed ratified unless Members having at least eighty percent (80%) of the votes of the entire membership vote to reject the budget. If any proposed budget is rejected by the Members, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

The provisions of this subsection shall not apply to, nor shall they be a limitation upon, any change in the annual assessment or the Maximum Annual Assessment incident to a merger or consolidation as provided in § 47F-2-121 of the Act.

Section 4. Effect of Non-Payment; Remedies. No Owner shall be exempt from liability for any assessment provided for herein for reason of non-use of the Common Area or such Owner's Lot or Living Unit, or abandonment or leasing of such Owner's Lot or Living Unit, or unavailability of the use or enjoyment of the Common Area.

All assessments and other charges shall be established and collected as provided in this Amended and Restated Declaration. All assessments and other charges remaining unpaid for thirty days (30) days or longer, together with late charges, interest, and the costs of collection thereof, including attorney's fees, shall be charge on the Owner's Lot as provided in G.S.47F-3-116 of the Act and, upon filing of a claim of lien in the office of the clerk of superior court of the county in which the Lot is located in the manner provided in G.S.47F-3-116(g), shall be a continuing lien upon the Lot against which such assessment is made until paid in full. The lien may be foreclosed by the Association in any manner permitted under the Act or by law. When the holder of a first mortgage or first deed of trust of record or other purchaser of a Lot who obtains title to the Lot as a result of a foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors, and assigns shall not be liable for the assessments and other charges against such Lot which became due prior to the acquisition of title to such Lot by such purchaser. Each assessment and other charges due hereunder, together with late charges, interest, the costs of collection

thereof, including attorney's fees, shall also be the personal obligation or corporate obligation of each Person who was Owner of the Lot at the time when the assessment or other charge first became due and payable and may be collected by appropriate action at law. If more than one Person held an ownership interest in the Lot at the time the assessment or other charge first became due, then each Person shall be both jointly and severally liable. An Owner's personal obligation for payment of such assessments and other charges shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amounts due are paid.

Section 5. Working Capital Fund. At the time of closing of the initial sale of each Living Unit from the builder to an Owner, five hundred dollars (\$500.00) shall be collected from the Owner and transferred to the Association to be held as a working capital fund. Likewise, for each subsequent sale of a Living Unit from an Owner to another Owner, five hundred dollars (\$500.00) shall be collected from the new Owner and transferred to the Association to be held as additional working capital. The purpose of said fund is to insure that the Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence on the first day of the first month following the recording by Declarant of a deed to the Association or the County for the Common Areas. Provided, however, that Lots owned by the Declarant and builders who have acquired title directly from Declarant shall be assessed at the rate of twenty-five percent (25%) of the amount of the annual assessments due for a Living Unit. Provided, furthermore, that the annual assessments on Lots owned by a builder shall be allowed to accrue for each month that the builder owns the Lot and shall not be required to be paid by the builder until the date of closing of the sale of a Living Unit or the date of rental of a Living Unit to the tenant of an Owner or builder. The annual assessments for any Living Unit shall commence on the day of the conveyance of the Lot from the builder to any Owner.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows: 1) 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, restoration, repair or replacement of a capital improvement upon the Common Areas, any extraordinary maintenance, including fixtures and personal property related thereto and any property for which the Association is responsible, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose; and 2) Notwithstanding item no. 1 in this Section 7., the Board, in its sole discretion, may declare that a special assessment be levied against all Lots or Living Units, unless ninety percent (90%) of the total vote of Members vote to reject it. Any such special assessment shall be in an amount not to exceed the annual assessment per Lot or Living Unit then in effect and may be levied no more than once every five (5) years.

Section 8. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax 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, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Certificate of Payment. The Association shall, within ten (10) business days after receipt of a written request from an Owner or the Owner's authorized agent, and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association, or by a Person or employee of any Person employed by the Association and to whom the Association has delegated the authority to issue such certificates, setting forth whether the assessments and other charges against a specified Lot or Living Unit have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment and is binding on the Association, the Board, and every Owner.

ARTICLE III

MEMBERSHIP AND GOVERNANCE

Section 1. Membership. Every Owner within the Properties shall be a Member of the Association, and by execution of this Amended and Restated Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association, subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Member's Lot. The foregoing is not intended to include any Person that holds an interest merely as security for the performance of an obligation. Upon termination of ownership, an Owner's membership with respect to the transferred Lot shall automatically terminate and be automatically transferred to the new Owner of the Lot.

Section 2. Members' Rights of Use. Each Member and lawful occupant in the Properties shall have a non-exclusive right of use and enjoyment and easement in the Common Areas, including the rights of ingress and egress to and from all Common Areas throughout the Properties, subject to such rules and regulations as are allowed under the Governing Documents to be imposed by the Association and subject to suspension of use rights allowed in the Governing Documents; provided that no suspension of rights shall occur without first providing notice of the charge, opportunity to be heard and to present evidence, and notice of the decision as required by G.S. 47F-3-107.1 of the Act. But, the right of access and support, the right to drain stormwater and the right to use stormwater control measures, private streets, private utility services provided to the Lot through easements in Common Area, and any assigned parking areas shall not be suspended for violation of the Association's rules and regulations.

Section 3. Voting Rights. Each Member shall have those voting rights established in this Amended and Restated Declaration. If a Lot is owned by multiple Owners, the votes allocated to that Lot shall be cast only in accordance with the agreement of a majority in interest of the multiple Owners unless otherwise provided in the Governing Documents. A majority agreement is conclusively presumed if only one of the multiple Owners casts the votes allocated to that Lot. If the agreement of a majority in interest of the multiple Owners cannot be obtained, and any Owner promptly protests to the Person presiding at the meeting, the votes allocated to that Lot shall not be cast.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies must be dated, duly executed by the Owner, and delivered to the Secretary of the Association or to the property management company authorized by the Board to receive proxies prior to the opening of the meeting for which it is first intended to be used. No proxy shall exceed a term of eleven (11) months from its date except as otherwise provided in the Act. Revocation of a proxy shall be made by actual notice to the Person presiding over the Association meeting.

Section 5. Quorum. Except as otherwise provided in the Governing Documents, a quorum is present throughout any meeting of the Association whenever Persons entitled to cast ten percent (10%) of the votes are present in person or by proxy at the beginning of the meeting. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Governing Documents, the quorum requirements at the next meeting shall be one-half (1/2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 6. Enforcement. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Article III of the By-Laws and the Act. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Lot or Living Unit of the violator;
- (b) filing liens in the public records for nonpayment of assessments or fees;
- (c) filing notices of violations in the public records providing notice of any violation of the Governing Documents;
- (d) suspending an Owner's right to vote;
- (e) suspending any Person's right to use any recreational facilities within the Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot or Living Unit; and
- (f) suspending any services provided by the Association to an Owner or the Owner's Lot or Living Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association.

ARTICLE IV

ANNEXATION

Section 1. Annexed Property. Real property which was not part of the County-approved development, or real property that was part of the County-approved development but which was not subjected to this Amended and Restated Declaration at the time of its initial recording, may be annexed to this Amended and Restated Declaration and made part of the Properties as Annexed Property, provided that all of the following conditions are met with respect to the real property to be annexed:

- (a) the Annexed Property is contiguous to the Properties or directly across a street from the Properties;
- (b) annexation of such Annexed Property meets any other applicable requirements of this Amended and Restated Declaration; and
- (c) contemporaneously with either the development of the Annexed Property or the recording of the plat of the Annexed Property, whichever first occurs, an Annexation Declaration shall be recorded in the Registry.

An Annexation Declaration may contain such complementary additions and modifications to the terms of this Amended and Restated Declaration as may be necessary or desirable to reflect the different character, if any, of the Annexed Property and as are not inconsistent with the general scheme of this Amended and Restated Declaration. Each Annexation Declaration shall state that title to the Common Area that is included within the Annexed Property shall be conveyed to the Association no later than the time of the conveyance of the first Lot within the Annexed Property, and any Open Space in the Annexed Property shall be conveyed in fee simple without any encumbrances except drainage, greenway, utility and conservation easements and this Amended and Restated Declaration. Open Space in the Annexed Property is subject to all Code and Amended and Restated Declaration provisions relating to Open Space.

Annexation of the Annexed Property shall be effective upon the later of the recording of the Annexation Declaration in the Registry or such later date as specified in the Annexation Declaration, and the Annexed Property described therein shall be subject to all of the provisions of this Amended and Restated Declaration to the extent made applicable by the Annexation Declaration, and to the jurisdiction of the Association pursuant to the terms of this Amended and Restated Declaration and other Governing Documents of the Association. Each Owner of a Lot in Annexed Property shall be a Member of the Association, and the Annexed Property and each Owner of any portion thereof shall be subject to assessment by the Association in accordance with the terms of this Amended and Restated Declaration, the Annexation Declaration, other Governing Documents, and the Code, as applicable. The Association shall have the duties, responsibilities and powers set forth in this Amended and Restated Declaration and other Governing Documents with respect to Annexed Property. Except as may otherwise be expressly provided in this Amended and Restated Declaration or any Annexation Declaration, the Properties, including the Annexed Property, shall be managed and governed by the Association as an entirety. Assessments for Common Expenses collected from Owners in the Annexed Property may be expended by the Association for Common Expenses anywhere in the Properties without regard to the particular phase, area or subdivision from which such assessments came.

ARTICLE V

PROPERTY DEVELOPMENT REQUIREMENTS AND PROPERTY RIGHTS

Section 1. Property Development Requirements. The property shall be developed in accordance with a plan that complies with the applicable governmental zoning regulations and the Wake County Subdivision Ordinance in effect at the time of initial development of the property and further subject to the architectural controls, objective standards and guidelines all as provided for in Article VII below.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas together with and including the right of access, ingress and egress, both pedestrian and vehicular, on and over the drives, walkways and parking areas of the Common Areas, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate, sell, lease or transfer all or any part of the Common Areas, or any interest therein, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication, sale or transfer shall be effective unless it has been approved by two-thirds (2/3) of Members as permitted by local government ordinances, and an instrument of dedication, sale, lease, or transfer properly executed by the Association has been recorded. On such instrument the Secretary of the Association shall certify that two-thirds (2/3) of Members have approved the dedication, sale, lease or transfer and that certificate may be relied upon by any third party without inquiry and shall be conclusive as to any grantee, its successors or assigns; provided, however, conveyances for general utility purposes, as specified herein, may be made by the Association without consent of the members. Notwithstanding the foregoing, the Association shall have a right to participate in an equal exchange of open space as permitted by local government ordinances;

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

(e) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgage in the Common Areas shall be subordinate to the rights of the members hereunder;

(f) the right of the Association in accordance with its Articles of Incorporation or Bylaws to impose rules and regulations for the use and enjoyment of the Common Areas and improvements thereon, which rules and regulations may further restrict the use of the Common Area;

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of use and enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 4. Conveyance or Dedication of Common Areas. Common Areas shall either be conveyed to the Association in fee simple without any encumbrances except this Amended and Restated Declaration, drainage, greenway, utility and conservation easements of record at the time of conveyance, and the lien of real property taxes not yet due and payable, or conveyed to the County as allowed or required under the Code. Common Areas may be conveyed to the County free of part or all of the provisions of this Amended and Restated Declaration, as determined by the Association and the County. Title to Common Areas shall be conveyed to the Association or to the County no later than the time of the conveyance of the first Lot within the applicable phase of the Properties. The Association shall accept all Common Areas, including the improvements installed thereon by the Declarant, deeded to it and/or dedicated to it on any recorded plat of the Properties, whether or not the conveyance or dedication occurs prior to the time of the conveyance of the first Lot within the applicable phase of the Properties.

Section 5. Private Utility Lines. Any water or sewer line that serves more than one Lot and which is either located outside of any public street right-of-way or outside of any County utility easement shall be owned and Maintained by the Association as Common Area. In no case shall the County or the State of North Carolina be responsible for Maintaining any such private utility line or be responsible for the consequences for any blockage, backflow, break or leak in said utility line. Such responsibility shall rest with the Association (or applicable Sub-Association) and Owners of Lots within the Properties. Accordingly, the County shall not be responsible for failing to provide regular or emergency utility services to any cluster unit development, unit Ownership (condominium) development, group housing development, townhouse development, or manufactured home park or their occupants when such failure is due to inadequate design or construction, blockage, backflow, leakage, inadequate maintenance, or any other factor within the control of the Association or the Owners or occupants of the Properties.

The provisions of this Section shall be incorporated into all conveyances of any part or all of the Properties, which incorporation may be by reference to this Amended and Restated Declaration. Provided, however, the provisions of this Section and all other provisions of this Amended and Restated Declaration are applicable to the portions of the Properties conveyed and the Owners thereof, whether or not any such provisions are incorporated into the conveying documents.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every record Owner of a 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 one class of voting membership. Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they among themselves determine, or as set forth in the Bylaws, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting is prohibited.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. **Purpose.** The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings, Structures, and other similar structures or improvements makes it possible to take full advantage of the individual characteristics of each parcel of Properties and of technological advances and environmental values. In order to implement the purposes of these covenants, the Association shall establish and amend from time to time objective standards and guidelines, including, but not limited to, Architectural Standards and Construction Specifications, Uniform Sign Regulations, Uniform Mailbox Regulations, Landscape Guidelines, and Environmental Rules and Regulations as defined hereinafter, and which shall be binding on all Owners within the Properties.

These standards and guidelines shall be administered by the Association or its designee(s), including the Architectural Review Board as appointed by the Board, which Architectural Review Board, if any, shall be composed of not less than three (3) Members of the Association. As used throughout this Article VII, the term Association shall mean and include the Architectural Review Board, if any appointed by the Board.

Section 2. **Controls.**

(a) No Structure, or other similar structure shall be erected, placed, or altered, nor shall a building permit application for such improvement be made on any Lot in Properties until the proposed building location, specifications, exterior materials and color or finish, plot plan (showing the proposed location of such Structure, or other similar structure, exterior shape, size and height) shall have been approved in writing by the Architectural Review Board, or Association, as the case may be. In addition, the Association may require prior written approval of a landscape plan. The

Association further reserves the right to promulgate and amend from time to time architectural standards and construction specifications (hereinafter referred to as the "Architectural Standards and Construction Specifications") for specific neighborhoods and areas or for all Properties within the Properties and such Architectural Standards and Construction Specifications shall establish, define and expressly limit those standards and specifications which will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design, and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association shall deem sufficient. No alteration in the exterior appearance of any Structure, or other similar structure, including exterior color or finish, shall be made without prior written approval by the Association. One (1) copy of all plans and related data shall be furnished to the Association for its records. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Association of written demand for approval, the provisions of this paragraph shall be thereby waived.

(b) In order to assure that Structures, or other similar structures, will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or Structure within the confines of the Lot, and to assure that Structures will be located with regard to the topography of the Properties, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Association reserves the right to control absolutely and solely to decide (subject to the provisions of the Wake County Code) the precise site and location of any building or Structure on any Lot in the Properties for reasons which may in the sole and uncontrolled discretion and judgment of the Association deem sufficient. Such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or Structure on a given Lot shall not be affected by the location of a building or Structure on any adjacent Lot.

(c) Each Owner shall provide space for the parking of automobiles on his Lot prior to the occupancy of any building or Structure constructed on said Lot in accordance with reasonable standards established by the Association.

(d) Except as may be required by legal proceedings, no sign shall be erected or maintained on any Lot that anyone including, but not limited to, an Owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Association. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association seems sufficient. The Association further reserves the right to promulgate

and amend from time to time uniform sign regulations (the "Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Lot in the Properties. The Association and its agent shall have the right, whenever there shall have been placed or constructed on any Lot in the Properties any sign which is in violation of these restrictions, to enter immediately upon such Properties where such violation exists and summarily remove the same at the expense of the Owner.

(e) It shall be the responsibility of each Owner, tenant, contractor, or subcontractor to prevent the development of any unclear, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Lot which shall tend to substantially decrease the beauty or safety of the Properties, the neighborhood as a whole, or the specific area. The Association and its agents shall have the right to enter upon any Lot for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the Lot, and the cost of such corrective action shall be paid by the Owner. Such entry shall not be made until thirty (30) days after the Owner of the Lot has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said thirty (30) day period; provided, however, that should such conditions pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Association to take any such corrective action.

(f) No mailbox (which term shall be deemed to include the post) shall be erected or maintained on any Lot until the proposed mailbox design, color, and location have been approved in writing by the Association or the Architectural Review Board. Refusal or approval of design, color, or location may be based by the Association or the Architectural Review Board upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association or Architectural Review Board seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Association or the Architectural Review Board. The Association further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Lot in the Properties. Once approved, a mail box must be erected on the Lot prior to obtaining a certificate of occupancy for any building or Structure on any Lot.

(g) Prior to the occupancy of a building or Structure on any Lot, proper and suitable provisions for water shall be made by connection with the water lines of the County or other Governmental Entity, and proper and suitable provisions shall be made for the disposal of sewage by individual septic systems to be Maintained by each Lot Owner, unless and until County or other Governmental Entity sewer services become available to the Properties and connection is made for the Lot.

Section 3. Review Board. The Architectural Review Board, if any appointed by the Board, shall be composed of not less than three (3) Members of the Association.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. Under no circumstances shall any Lot be used for hotel, transient, or short-term rentals for vacation or otherwise, shorter in term than six (6) months. Moreover, no less than the entire Lot and the dwelling thereon may be rented or leased at any time.

Section 2. Dwelling Specifications. Except with prior written approval of the Association or the Architectural Review Board, as the case may be, no dwelling shall be erected or allowed to remain on a Lot having an area of the main Structure, exclusive of open or screened porches, carports, garages and decks, of less than 3,500 square feet.

Section 3. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.

Section 4. Outside Antennas and Satellite Dishes. Unless otherwise required by law, no exterior satellite dish or antenna in excess of one meter (39.37") in diameter may be placed on the exterior of any dwelling or in the Common Areas without the prior written approval of the Architectural Review Board, or Association, which may be withheld in its sole discretion. The locale of any exterior antenna, or satellite dish more than one meter (39.37") in diameter, shall be subject to the reasonable prior approval of the Architectural Review Board, or Association. Exterior antenna, or satellite dishes less than one meter (39.37") in diameter may be required to be screened from public view by the Architectural Review Board, or Association, based upon application guidelines.

Section 5. Building Setback. Any house, garage or other approved building constructed on any Lot in said subdivision shall be constructed with the setback requirements set forth in the Wake County Code in effect at the time that said house, garage or other approved building is constructed on a Lot.

Section 6. Mobile Homes, Manufactured Homes, etc. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section 6, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a

permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

Section 7. Waiver of Minor Violations. The Board shall have the right to waive a minor violation of, and allow a minor variance from, the restrictions contained in Sections 2 and 5 of this Article, where the same resulted unintentionally or without gross carelessness on the part of any Owner and/or is not materially harmful to the Properties. For the purpose of this Section 7, a minor variance shall be deemed to be any variance of ten percent (10%) or less. If such waiver is granted in writing, then thereafter any matter so waived shall no longer be deemed a violation of these covenants.

Section 8. Parking. No automobile, truck or vehicle of any kind shall be parked on any public street within the subdivision for a period longer than forty-eight (48) hours. Neither shall any vehicle of any kind be parked in the portion of the Owner's driveway where it crosses the sidewalk so as to block the sidewalk to pedestrian traffic. No recreational vehicles, trucks, trailers, boats, personal watercraft, campers, junked, dismantled, wrecked, unregistered or abandoned vehicles may be parked on any Lot without the prior approval of the Association or the Architectural Review Board. Any restriction on the right to park vehicles on public streets contained in this Amended and Restated Declaration shall only be applicable to the Owners and their family members and tenants.

Section 9. Use of Common Area and Streets. The Association shall promulgate rules and regulations regarding use and enjoyment of the Common Area by all persons. No athletic equipment such as goals, ramps, boards or jumps are permitted to be placed in the public street right of way.

Section 10. Approved Building Materials. Materials approved for the exterior of any building are brick, stone, hardi-plank, fiber cement siding or any other material as may be approved in writing by the Association or the Architectural Review Board, as the case may be. Vinyl siding and trim accessories are not allowed.

Section 11. Swimming Pools. All swimming pools must be located behind the dwelling on the Lot in which the swimming pool is located. No above-ground pools shall be erected, constructed or installed anywhere on any Lot.

Section 12. Fences. All fences must have the written approval of the Association or the Architectural Review Board and must be installed and maintained at all times in a structurally sound and attractive manner. Materials approved for fences are wrought iron, aluminum, vinyl or any other material as may be approved in writing by the Association or the Architectural Review Board, as the case may be. Fences shall not exceed five feet in height. No fence of any kind shall be located closer to the front Lot line than the rear of the dwelling. Wood, wire, chain link or concrete fences are not permitted. In addition, any fencing erected for use as a dog or animal pen shall be located behind the dwelling located on the Lot and shall be located at least twenty feet (20') from the rear property line and least twenty feet (20') from either side property line.

Section 13. Accessory Buildings. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, dog houses, and greenhouses) shall be placed on any Lot without the prior written approval of the Association or the Architectural Review Board, either of which shall have sole discretion relating to the location and type of accessory building which shall be permitted on any Lot. Accessory buildings shall have an exterior finish of brick, stone, hardi-plank, fiber cement siding or any other material as may be approved in writing by the Association or the Architectural Review Board, as the case may be. Vinyl siding and trim accessories are not allowed.

Section 14. Animals. No animal, livestock or poultry of any kind shall be raised, bred, kept or allowed to remain on any Lot other than the usual and common household pets with the following exceptions:

(1) no more than three (3) dogs may be kept on any Lot; (2) no pets shall be kept, bred, or maintained for any commercial purposes; (3) household pets must be kept and contained on an Owner's property within an approved fence enclosure; (4) no animals shall be kept, chained or tied to a stake of any kind; (5) no "runs" shall be erected or permitted on the Properties; (6) no person shall keep, permit and/or cause the keeping of any animal otherwise allowed which habitually or frequently makes such sounds, cries or other utterances as may disturb the quiet, comfort or repose of any person with the Properties; (7) any pet that is not on the Owner's premises shall be on a leash and accompanied by a responsible person who is required to clean up pet droppings; and (8) no pit bulls, rottweillers, or other breeds commonly known to have vicious propensities shall be allowed. The determination as to whether a pet constitutes a nuisance or danger to Owners or the Association shall be in the sole discretion of the Board. The terms household pet and pet as used herein shall specifically exclude any and all livestock including, but not limited to, goats, swine, cows, horses, donkeys, and otherwise; and shall specifically exclude any and all poultry including, but not limited to, chickens, turkeys, ducks, birds, geese, and otherwise.

Section 15. Drives and Walks. All walks must be paved with concrete, stone and concrete mixture, brick pavers or such other material as may be approved in writing by the Association or the Architectural Review Board, as the case may be.

Section 16. Golf Carts and All-Terrain Vehicles. Golf carts licensed for public highway use may be operated within the subdivision by persons having a valid driver license. No all-terrain vehicles, dirt bikes, go-carts, toy or radio controlled cars, or otherwise, will be permitted to operate on any Lot, street, or Common Area within the subdivision, except that toys and radio controlled cars may be permitted to operate on a Lot.

Section 17. Impervious Surface Area. As set forth in the Stormwater Operations and Maintenance Manual, the total impervious surface area for the Properties shall not exceed thirty percent (30%) of the total land area, and Stormwater Control Measures are required. Each Lot shall be limited to a maximum of 12,829 square feet of total impervious surface area. The stormwater runoff from any Lot with a total impervious surface area exceeding this maximum must be captured/treated with a stormwater infiltrator system, for which the Owner of the Lot shall be responsible to Maintain.

Section 18. Maintenance. Subject to any other applicable terms of this Amended and Restated Declaration, the Owner of any Lot or Living Unit, at such Owner's sole cost and expense, shall Maintain its Lot, including improvements thereon, in a safe, clean and attractive condition at all times, including but not limited to the following:

- (a) Prompt removal of all litter, trash, refuse and wastes;
- (b) Lawn maintenance on a regular basis, including Landscape Easements, Sign Easements and Landscaped Rights-of-Way if requested by the Association or according to the terms of any recorded easement agreements;
- (c) Tree and shrub pruning and removal of dead or diseased trees, shrubs and other plant material;
- (d) Maintenance of flower and plant gardens;
- (e) Maintenance of exterior lighting and mechanical facilities;
- (f) Maintenance of parking areas and driveways;
- (g) Maintenance of all Improvements thereon, including gutters and downspouts, which shall be kept clean and free of debris;
- (h) Maintaining adequate soil erosion controls;
- (i) Maintenance of storm water drainage easements and portions of the Properties served by storm water drainage easements, as required by this Amended and Restated Declaration; and
- (j) To the extent not adequately Maintained by the applicable Governmental Entity, the Association or a public utility provider, Maintenance of the sidewalk, driveway, driveway apron and utility laterals serving each Owner's Lot, even if located in the Common Area, including providing snow and ice removal for any sidewalks located adjacent to the Owner's Lot.

Each Owner shall perform the foregoing responsibilities in a manner that does not reasonably disturb or interfere with the reasonable enjoyment by the other Owners of their property.

If any Owner fails to perform any of the foregoing Maintenance responsibilities, then the Association may give such Owner written notice of the failure and such Owner must, within ten (10) days after such notice is given by the Association, perform the required Maintenance. If any such Owner fails to perform the required Maintenance within the allotted time period, then the Association, acting through its authorized agent or agents, shall have the right and power, but not the obligation, to enter such Owner's Lot and perform such Maintenance without any liability to any Person for damages for wrongful entry or trespass. Such Owner shall be liable to the Association for the expenses incurred by the Association in performing the required Maintenance and shall reimburse the Association for such expenses within thirty (30) days after the Association mails or delivers to such Owner an invoice therefore. If the Owner fails to reimburse the Association as required, the Association shall have the same rights and remedies for collection of the amount as provided in Article II, Section 4 hereinabove.

ARTICLE IX

EASEMENTS

Section 1. Utility Easements. All of the Property, including Lots and the Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant (or by the Association as necessary and from time to time) or by his predecessors in title, prior to the subjecting of the Properties to this Amended and Restated Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such other and further easements as are requisite for the convenient use and enjoyment of the Properties without approval of the membership as provided in the Articles of Incorporation and this Amended and Restated Declaration.

Section 2. Easement for the Benefit of Governmental Entities. An easement is hereby established for the benefit of any Governmental Entity having jurisdiction over the Properties, or other governmental agency, overall Common Areas for the setting, removing and reading of water meters (which shall be separate for each Lot), maintaining and replacing water, sewage and drainage facilities, for police protection, fire-fighting and garbage collection, postal services, and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the Governmental Entity or other responsible agency, be responsible for failing to provide any emergency or regular fire, police, or other public service to the Properties or to any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Association, the Owners or occupants. All conveyances of any portion of the Properties shall be subject to these limitations on the Governmental Entity's responsibilities.

Section 3. Easements Shown on Recorded Maps. There are hereby reserved easements as shown on the recorded map or maps of the subdivision, including, but not limited to the following: (1) 10' wide drainage and utility easements (10' each side) along all interior Lot lines; (2) 10' wide drainage and utility easements along all exterior boundary lines; and (3) 15' wide grading, slope, drainage and utility easements along the Lot side of and adjacent to all street rights-of-way. In the event of a conflict in the width of any easement reserved herein or on the recorded map, the wider easement shall prevail.

Furthermore, in and addition to the foregoing reserved specific easements, the Association may cut and create drains and drainways both above ground and underground for the purpose of facilitating the removal of surface water whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance along, over or across any Lot.

These reservations of easements expressly include the right to cut any trees, bushes, shrubs or growth, the grading, cutting or ditching of the soil any other action necessary to complete installation.

Section 4. Easement for Benefit of Utility Company. The Association reserves the right to subject the Property, including the Common Areas, to a contract with Progress Energy for

the installation of underground electric lines, cables and connector posts or for the installation of street lighting, either or both of which, may require an initial payment or a continuing monthly payment to the utility by the owner of each Lot.

Section 5. Easements for Repairs. Each Lot owner shall have a perpetual access easement over an adjoining Lot and Common Areas to the extent reasonably necessary to perform repair, maintenance, or reconstruction of his dwelling. No Structure, or any other kind of obstruction, shall be installed or maintained within the easement area which will obstruct access to the residential unit. Such repair, maintenance, or reconstruction shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining Lot and Common Areas to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

Section 6. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Amended and Restated Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Areas, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

Section 7. Association Easement. If any encroachment shall occur subsequent to subjecting the Properties to this Amended and Restated Declaration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Association for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding utilities, grading and drainage. The Association, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 8. Emergencies. Every Lot shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot and endangers any building or portion of the Common Areas.

Section 9. Easement for Entrance Signs and Landscaping. An easement is reserved on Lot 1 as shown on the above referenced to recorded map for the purpose of locating thereon entrance signs and landscaping and lighting surrounding same for the entrances to the subdivision. Included in the rights reserved is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs or lighting or portions thereof located on said Lot. The rights retained hereunder by the Association shall be for the benefit of the Association, and for any person, firm, or corporation which shall hereafter own any Lot in the subdivision.

Section 10. Landscape Easements. The Association shall be responsible for Maintaining and replanting any shrub, tree, or groundcover located within any area designated on a recorded map of the Properties as a landscape easement, open space, Stormwater Control Measure, buffer, or similar designation. Association expenses for Maintaining a landscape easement or similar designation are Common Expenses. Whenever a slope easement co-exists, in whole or in part, within a designated landscape easement, and any future public improvement adjacent to the slope easement removes or causes any of the shrubs or trees within the slope

easement to die or become unhealthy, it shall be the responsibility of the Association to replace the shrubs and trees in accordance with the minimum applicable quantity, size and spacing requirements of the Code within one-hundred and eighty days of completion of the public improvement. Within any area designated on recorded maps of the Properties as a landscape easement or similar designation, no vegetation shall be removed without the prior written consent of the Association. Notwithstanding the foregoing, no Governmental Entity shall be required to obtain the consent of the Association when working within slope easements, greenway easements or construction easements.

Section 11. Sight Triangles. No sight obstructing or partially obstructing wall, fence, foliage, berm, parked vehicle or sign between two feet and eight feet tall, as measured above the curb line elevation or the nearest traveled way if no curb exists, shall be placed within any area designated on a recorded map of the Properties as a sight triangle or other similar designation. An easement over sight triangles is reserved for the benefit of the Association and the County, and their respective agents and contractors for the purpose of removing any such obstruction, and a Person entering onto a Lot pursuant to such easement for the purpose of removing such obstruction shall not be deemed a trespasser and shall not be liable for damages to the Association or the Owner of the Lot with respect to the obstruction removed from the sight triangle. It shall be the responsibility of the Association (as to Common Area) or Owner of the Lot, as soon as reasonably practicable following removal of any obstruction from the sight triangle, to restore the portion of the Properties previously occupied by the removed obstruction to the condition required or permitted by the Code and the Governing Documents.

ARTICLE X

INSURANCE

Section 1. Insurance. The Association shall procure and Maintain (i) hazard insurance on the Common Area, insuring against all risk of loss commonly insured against, including fire and extended coverage of peril, and (ii) liability insurance, in an amount of not less than one million dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use ownership or Maintenance of the Common Area. The Association shall obtain and Maintain such other insurance as required in this Amended and Restated Declaration or such other forms of insurance, and in such coverage amounts, as determined by the Board to be required or beneficial for the protection or preservation of the Common Area and other property of the Association or otherwise is in the best interests of the Association. The premiums for such insurance shall be a Common Expense paid from the annual assessments as established pursuant to this Amended and Restated Declaration.

Section 2. Insurance to be Maintained by the Owners. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of his Living Unit except that the amount shall not be required to exceed the replacement cost of the Living Unit. An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual

assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

ARTICLE XI

RIGHTS OF INSTITUTIONAL LENDERS

Section 1. Rights Reserved to Institutional Lenders. "Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, savings banks, insurance companies, Veterans Administration, Federal Housing Administration, Federal National Mortgage Association and other reputable mortgage lenders and guarantors and insurers of first mortgages. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Lot, or shall be the Owner of any Lot, such Institutional Lender or Institutional Lenders shall have the following rights:

(a) To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to the Amended and Restated Declaration, or the Articles of Incorporation and Bylaws of the Association, which notice shall state the nature of the amendment being proposed, and to be given permission to designate a representative to attend all such meetings.

(c) To be given notice of default in the payment of assessments by any Owner of a Lot encumbered by a mortgage held by the Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place for which it or they may designate in writing to the Association.

(d) To inspect the books and records of the Association and the Amended and Restated Declaration, Bylaws and any Rules and Regulations during normal business hours, and to obtain copies thereof.

(e) To be given notice by the Association of any substantial damage to any part of the Common Areas.

(f) To be given notice by the Association if any portion of the Common Areas, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority.

Whenever any Institutional Lender, guarantor or insurer desires the benefits of the provisions of this section requiring notice to be given or to be furnished a financial statement, such Lender shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated herein, or to the address of the Property, identifying the Lot upon which any such Institutional Lender or

Institutional Lenders hold any mortgage or mortgages, or identifying any Lot owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Applicability. The Properties, this Amended and Restated Declaration and the other Governing Documents are subject to the ordinances, regulations, and rules of the County, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Amended and Restated Declaration. There may be certain provisions of the Code that apply to all of the Properties and certain provisions of the Code that apply only to certain portions of the Properties (for example, provisions of the Code relating to private streets apply only to those portions of the Properties that contain private streets). It shall be the responsibility of the Association and each Owner of each portion of the Properties to comply with all provisions of the Code applicable to such portion of the Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Amended and Restated Declaration with respect to such portion of the Properties has been given by the Board, any committee of the Board, or any other Person who has the authority to give such approval, disapproval, waiver or variance.

Section 2. Conflicts.

(a) Some or all of the Properties may be subject to the provisions of the Act. To the extent that Properties are subject to the Act, the provisions of the Act control over any inconsistent provisions of this Amended and Restated Declaration, any Annexation Declaration or any other Governing Documents.

(b) The provisions of the Code control over any inconsistent provisions of this Amended and Restated Declaration, any Annexation Declaration or any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Amended and Restated Declaration and all Annexation Declarations are deemed to be revised so as to conform to the provisions of the Code as they exist from time to time and are applicable to the Properties or any part thereof. Provided, however, any provision of this Amended and Restated Declaration or any Annexation Declaration that is more restrictive than an applicable provision of the Code (for example, a building setback distance required by this Amended and Restated Declaration or an Annexation Declaration that is greater than that required by the Code) is not an inconsistent provision of this Amended and Restated Declaration unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.

(c) The provisions of this Article control over any inconsistent provisions of any other portion of this Amended and Restated Declaration, any Annexation Declaration or any other Governing Documents.

(d) The provisions of this Amended and Restated Declaration control over any inconsistent provisions of any other Governing Documents, except as to matters of compliance with the North Carolina Nonprofit Corporation Act, in which event the Articles shall control; and in the event of any inconsistencies regarding the North Carolina Planned Community Act, N.C.G.S. § 47F-1-101, et. seq. in which the law of the State of North Carolina and the North Carolina Planned Community Act determines controls over this Amended and Restated Declaration.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration of Amended and Restated Declaration. The covenants and restrictions of the Declaration, as amended and by this Amended and Restated Declaration, shall run with and bind the land, for a term of twenty-five (25) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Amendment of Amended and Restated Declaration. This Amended and Restated Declaration may be amended only by affirmative vote or written agreement signed by Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 6. Amendments Permitted Without Membership Approval. The following amendments may be effected by the Board without consent of the Members:

(a) Amendments, if necessary for the exercise of any development right, including, but not limited to, amendments to qualify the Association or the property, or any portion thereof, for tax exempt status, or to reflect any plat change to the property as permitted herein.

(b) Amendments to correct any obvious error or inconsistency in drafting, typing or reproduction.

(c) Amendments to conform to the requirements of any law or Governmental Entity having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of Properties, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National

Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

Section 7. Indemnification. No immunity, exculpation or indemnification provision of this Amended and Restated Declaration shall relieve one or more Owners from its liabilities as an Owner under this Amended and Restated Declaration and other Governing Documents

Section 8. Recordation. No amendment shall be effective until recorded in the County in which the Property is situated.

2. This Amended and Restated Declaration has been duly approved by vote of at least sixty-seven percent (67%) of the Lot Owners within the Association.

3. That nothing in this Amended and Restated Declaration shall be construed as replacing, superseding, amending, restating, or otherwise revising or revoking the Articles of Incorporation, the Bylaws, or the Stormwater Manual, which, and as may be amended from time to time, remain in full force and effect and as-is as of the date of this Amended and Restated Declaration.

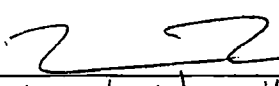
4. This Amended and Restated Declaration shall become effective as of the date of recording in the Office of the Wake County Register of Deeds.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing Amended and Restated Declaration and by the affirmative vote of at least sixty-seven percent (67%) of the Lot Owners.

CERTIFICATION OF VALIDITY OF AMENDED AND RESTATED DECLARATION

By authority of its Executive Board, the undersigned hereby certify that the foregoing instrument has been duly authorized by not less than sixty-seven percent of the Lot Owners in ROSE HALL HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation.

ROSE HALL HOMEOWNERS ASSOCIATION,
INC., A North Carolina Non-Profit Corporation

By:  10/7/18
Nathaniel Newell President

ATTEST: 
KEVIN K. GORDON Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Melanie VanderKlok Louny, a Notary Public of the County and State aforesaid, certify that Kevin Gordon personally came before me this day and acknowledged that s/he is Secretary of ROSE HALL HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Kevin Gordon as its Secretary.

Witness my hand and official stamp or seal, this 8th day of October, 2018.

Melanie VanderKlok Louny

Notary Public

Melanie VanderKlok Louny

Printed Name

My Commission Expires: 07/27/2021

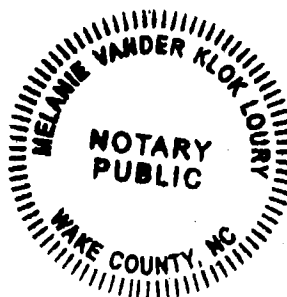


EXHIBIT A
PROPERTIES SUBJECT TO AMENDED AND RESTATED DECLARATION

BEING all of that certain tract or parcel of land, containing 44.8 acres, as shown on plat of survey entitled "SUBDIVISION-ROSE HALL-PROPERTY OF HONEYCUTT ESTATES, LLC-BARTONS CREEK TOWNSHIP-WAKE COUNTY-NORTH CAROLINA", prepared by Newcomb Land Surveyors, LLC, dated August 21, 2006, and recorded in Book of Maps 2007, Page 372, Wake County Registry; and

BEING all of that certain tract or parcel of land, containing 10.40 acres, as shown on plat of survey entitled "LOT BY LOT SUBDIVISION-PHASE TWO-ROSE HALL-PROPERTY OF HONEYCUTT ESTATES, LLC-BARTONS CREEK TOWNSHIP-WAKE COUNTY-NORTH CAROLINA" prepared by Newcomb Land Surveyors, LLC, dated December 2, 2008, and recorded in Book of Maps 2009, Page(s) 433 & 434 Wake County Registry.