

Prepared by and after recording return to:
Malcolm E. Harris, Attorney at Law, Box 78
P.O. Box 1100 Wake Forest, NC 27588-1100

Wake County, NC 63
Laura H Riddick, Registrar of Deeds
Presented & Recorded 02/14/2001 09:33:13
Book : 008807 Page : 02178 - 02187

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
FOR SEDGEFIELD PARK
SUBDIVISION

THIS DECLARATION, made this 15th day of February, ~~2000~~²⁰⁰¹, by CLM Associates, LLC, a North Carolina Limited Liability Company, hereinafter called "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below.

Article I

The real property which is subject to these covenants ("Lots") is part of Sedgefield Park Subdivision, located in Wake County, North Carolina, and is more particularly described as follows:

Being all of Lot (s) 1 through 24 and 63 through 87 of Sedgefield Park Subdivision, according to that map recorded in Book of Maps 2001, Page 231, Wake County Registry.

No other property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto.

The real property herein described is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots ("Owners") against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain a harmonious color scheme; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard inharmonious improvements on lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of investments made by purchasers of lots therein.

Article II

The Lots described in Article I hereof shall be used as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and private garage for not more than two cars.

Article III

There is hereby created an Architectural Review Committee (the "Committee") that shall have the duties and powers provided in this Article and elsewhere in the Declaration.

NO SITE PREPARATION AND NO CONSTRUCTION, ERECTIONS, OR INSTALLATION OF ANY STRUCTURES, FACILITIES, OR OTHER IMPROVEMENTS WHATSOEVER INCLUDING TREE REMOVAL, FENCES, WALLS, MAIL BOXES, OUTSIDE LIGHTING, NEWSPAPER BOXES, SCREEN PLANTINGS, AND LANDSCAPING, SHALL BE UNDERTAKEN ON ANY LOT WITHIN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLANS HAVE BEEN SUBMITTED TO THE COMMITTEE, AND THE COMMITTEE HAS GIVEN WRITTEN APPROVAL AS TO THE LOCATION OF THE PROPOSED STRUCTURES, FACILITIES AND IMPROVEMENTS WITH REGARDS TO TOPOGRAPHY, FLOWING AND IMPOUNDED WATERS, BEGINNING AND FINISHED GROUND ELEVATIONS, EXISTING TREES AND SHRUBS, TREES AND SHRUBS TO BE PLANTED, AND NEIGHBORING STRUCTURES, AND HAS ALSO GIVEN WRITTEN APPROVAL OF THE PROPOSED STRUCTURES, FACILITIES, AND IMPROVEMENTS WITH RESPECT TO CONFORMITY AND HARMONY OF THE EXTERNAL DESIGN, EXTERIOR COLORS, AND EXTERNAL MATERIALS, THEREOF WITH OTHER PROPOSED OR EXISTING STRUCTURE AND IMPROVEMENTS AND THE GENERAL CHARACTER OF THE SUBDIVISION. PERMANENT EXTERIOR CLOTHESLINES ARE PROHIBITED.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modifications of structures and improvements, insofar as the modification or alteration would affect the conformity and harmony of the external materials with other proposed or existing structure and improvements and general character of the real property made subject to these protective covenants.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

1. The Committee shall consist of three (3) natural individuals ("Members"). Declarant shall have the right to appoint all three (3) Members to the Committee for as long as Declarant owns at least three of the lots into which the Declarant will subdivide the Property. Declarant shall have the right to appoint two (2) Members to the Committee for as long as Declarant owns any portion of the Property. When Declarant owns less than three lots of the Property, the Owners other than Declarant shall be entitled to elect one Member, and when Declarant owns no portion of the Property, the Owners other than Declarant shall be entitled to elect all three Members.

2. Declarant shall notify the Owners in writing when they are first entitled to elect one Member and when they are first entitled to elect three Members. After Declarant is no longer entitled to elect any of the Members, the Owners of the Property shall be responsible for holding such meetings and conducting such elections as provided in this Article.

3. The Members shall serve for terms of one (1) year, and shall be able to succeed themselves. The Members shall meet at such times and places as shall be determined by a majority of the Members. All decisions and consents made by the Committee and/or required by this Declaration shall require the consent of at least two (2) Members, except as otherwise expressly provided in this Declaration. The Committee may, at its discretion, act by written agreement in lieu of a formal meeting or by proxy.

4. A Member designated by the Declarant may be removed and replaced only by the Declarant in its sole and absolute discretion and without any need for a meeting or vote. Any Member not elected by the Declarant may be removed and replaced at a special meeting of the

owners of the Property upon the affirmative vote of the owners other than Declarant having at least two-thirds (2/3) of the total interest of all owners other than Declarant. Before any Member not elected by Declarant may be removed from office, such Member shall be notified in writing of such motion to remove the Member and the Member shall have an opportunity to be heard at such special meeting.

5. The then latest edition of Robert's Rules of Order shall govern the conduct of election and/or removal of any Member not elected by Declarant. For purposes of any consent or vote to which an owner is entitled pursuant to this Article, each owner (in person or by proxy) shall have one vote for each lot in the Property owned by such owner.

6. In granting any approval of an application, the Committee may impose any conditions or limitations thereon which it, in its sole discretion, deems advisable.

7. Any approved application shall be performed only in accordance with the terms and conditions of the approval given by the Committee.

8. The Committee may from time to time authorize, in writing, variances from the requirements of particular provisions of this Article to the Owner of a particular Lot where, in the sole opinion of the Committee, the variance can be granted without substantial detriment in the development, enjoyment and operation of Sedgefield Park Subdivision. Any variance granted by the Committee hereunder shall inure to the successors and assigns of the Owner being granted the variance unless specifically set forth to the contrary in writing by the Committee at the time the variance is granted.

Article IV

1. The Architectural Review Committee and/or the Declarant shall have the sole right to enforce the restrictions, conditions, terms and provisions, and it shall be deemed that all restrictions, provisions, conditions, terms contained in this Declaration are for the benefit and protection of the owners of the Property and the Declarant. If the Architectural Review Committee shall cease to exist or to function, the owners of the Property, either collectively or individually, may exercise this enforcement power.

Article V

1. The Architectural Review Committee shall control the performance of management, in general, of Sedgefield Park Subdivision and maintenance and management of the common areas, any easements for the benefit of the Sedgefield Park Subdivision, and the systems, facilities, and the entranceway to Sedgefield Park Subdivision (hereinafter collectively referred to as the "Maintenance and Management Functions"). The Committee may, in its sole discretion, perform all or any of the Maintenance and Management Functions or delegate performance of any or all of the maintenance and management functions to one or more persons or entities.

2. Reasonable measures shall be used in the conduct of all maintenance and management functions and the control functions of the Committee to minimize interference with the operations of Owners.

3. The Maintenance and Management Functions shall include, but not be limited to, the following:

a. Perform maintenance, management, operations, repairs, replacements, and installation of betterments and renewals of the roadways, general service utility easements, drainage and other easements dedicated on any recorded map of Sedgefield Park Subdivision, and the entranceway to Sedgefield Park Subdivision, but not (1) any installed, existing or used solely to provide service to a single building site or lot, including by way of illustration and not limitation, driveways, paths, utility laterals and utility service lines, or (2) any of the foregoing after dedication and acceptance thereof by a public utility or governmental authority.

b. Perform maintenance, management operations, landscaping, and beautification for Sedgefield Park Subdivision to the extent the same are not required to be performed by Owners.

c. Administer and enforce the terms and conditions of this Declaration and take any other actions determined by the Architectural Review Committee to be related to implementation of this Declaration, related to the management, in general, of Sedgefield Park Subdivision or appropriate to implement control and execution of the Maintenance and Management Functions.

e. Prepare and deliver to owners, on or before December 1st of each year, an estimated budget of the cost of performing the Maintenance and Management Functions for the twelve (12) month period commencing on January 1st next thereafter (hereinafter referred to as the "Common Expense Budget"); and

f. Assess, bill, collect and expend assessments from owners and occupants.

Article VI

1. Each owner of a Lot, its heirs, executors, administrators, successors and assigns, is hereby obligated to pay to the Architectural Review Committee, its assigns or the designee of either, the Regular Assessments fixed, established and collected as set forth in this Declaration. The aforesaid Regular Assessments, together with such interest thereon and costs of collection thereof, as are hereinafter provided, shall be, and are hereby made, deemed and imposed as a charge on the land and shall be a continuing lien upon the Lots against which each such Regular Assessment is made, as well as the buildings and improvements situate thereon. Each such Regular Assessment, together with such interest thereon and cost of collection thereof, as are hereinafter provided, shall also be the joint and several personal obligation of each Owner of a lot on the date the Regular Assessment is levied by the Architectural Committee.

2. The Regular Assessments levied by the Architectural Review Committee shall be used to pay the cost of the control of and the performance of the Maintenance and Management Functions.

3. The amount of the Common Expense Budget established herein shall be assessed by the Architectural Review Committee as of January 1st of each year equally against each lot in the Sedgefield Park Subdivision and the Owners thereof (said assessment being herein referred to as a "Regular Assessment").

The Architectural Review Committee or its designee shall issue a Regular Assessment bill to the Owner of each Lot on or about January 1st of each year. The Aforesaid bill shall be due and payable within fifteen (15) days after the date of the bill.

The Committee shall, upon written demand, furnish to any Owner a certification setting forth whether all Regular Assessments have been paid. Such certification shall be conclusive evidence of payment of any assessments therein stated to have been paid.

4. At the closing of each sale to the first homeowner of a house built on a Lot, a sum equal to two (2) monthly payments of the then applicable Annual Assessment (the "Initial Assessment") shall be collected from the purchaser and contributed to the Committee as working capital. The Initial Assessment shall be used in the manner specified for Annual Assessments. The Initial Assessment shall not be considered an advance against Assessments to become due on and after transfer of title to the purchaser.

5. Delinquent Assessments

a. If any Regular Assessment is not paid on or before the date when due, such Regular Assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as is hereinafter provided, thereupon become a continuing lien on the Lot against which such Regular Assessment is made, as well as the buildings and improvements situate thereon. The lien shall continually bind the Lot, buildings and improvements owned by the Owner on the date of the Regular Assessment and any subsequent additions to such buildings and improvements. Except as hereinafter specifically provided, a change of Owners shall not affect the aforesaid lien. The personal obligation of such Owner to pay Regular Assessments shall remain their respective personal obligations and shall pass to their successors in title or occupancy as provided in this Article.

b. If a delinquent Regular Assessment is not paid within ten (10) days after the delinquency date, such Regular Assessment shall bear interest from the date of delinquency at the lower of (i) the rate of fifteen (15) percent per annum, or (ii) the highest rate allowed by applicable law.

c. The Architectural Review Committee may bring an action at law against the Owner personally obligated to pay the Regular Assessments or to foreclose the lien against the Lot as well as the buildings and improvements from time to time situate thereon. In the event of such litigation, there shall be added to the amount of such Regular Assessment as above provided, reasonable attorney's fees, and the costs of the action. Any such action prosecuted against Owner shall refer to this Declaration.

6. Any Lot and buildings and improvements situate thereon which become subject to any Regular Assessment lien provided for herein shall be relieved of such lien to the extent hereinafter described, upon the exercise by a bonafide first mortgage or deed of trust if such exercise results in the bonafide first mortgagee or trustee obtaining title to such Lot and the buildings and improvements situate thereon, by foreclosure or by deed or assignment in lieu of foreclosure. The release of lien shall be applicable only to the extent that such lien related to Regular Assessments that accrued prior to the first mortgagee or trustee taking title by foreclosure of the mortgage or deed of trust or deed or assignment in lieu of foreclosure. Notwithstanding the foregoing, a first mortgagee or trustee having obtained title to a Lot and buildings and improvements situate thereon, as aforesaid, shall not be released from liability for any pro rata share of such released Regular Assessments resulting from a reallocation thereof through inclusion in a Common Expense Budget. The rights of a bonafide first mortgagee or trustee under this Article shall also be applicable to an Owner taking title to a Lot as a purchaser as a foreclosure sale of a Lot held pursuant to foreclosure of a bonafide first mortgage or deed of trust.

7. Delinquent or unpaid assessments upon sale:

a. Except as provided in Paragraph 5 of this Article, upon the sale or conveyance of a Lot or any interest therein, the person or entity becoming the Owner thereof shall be jointly and severally liable with the Owner being the grantor thereof for all delinquent or unpaid Regular Assessments or special assessments approved in accordance with the provisions of this Declaration which have been assessed against the Lot as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may pay, and until any such assessments are paid, they shall continue to be a charge and lien against the Lot which may be enforced in the manner set forth in this Declaration or as is provided by law.

b. Any person or entity having entered into a written agreement to purchase or accept as security for a loan a Lot shall be entitled to obtain from the Committee a written statement of the amount of unpaid Regular Assessments and special assessments charged to the Lot. In the event the aforesaid written statement is incorrect as of the date it is rendered, neither the person or entity requesting such statement nor the Lot shall be liable, with respect to Regular Assessments and special assessments levied prior to the date of the written statement, for the

payment of more than the unpaid Regular Assessments and special assessments shown thereon, but the Owner who is the seller, mortgagor, obligor or lessor of the Lot shall remain liable for such excess. Any such excess that cannot be promptly collected from such Owner may be reassessed by the Committee to all Owners, including the person or entity requesting the aforesaid statement, by inclusion in a Common Expense Budget.

8. The Committee shall prepare and distribute to all Owners of Lots, on or before July 1st of each year, a statement relative to the previous calendar year itemizing actual receipts from Regular Assessments and the expenditures thereof.

9. No Owner may exempt itself from liability with respect to the Regular Assessments by waiver of the enjoyment of the right to use any of the Common Areas, or any facilities or systems situate thereon, or by the abandonment of the Lot.

10. In the event of emergencies or unanticipated expenses, the Committee may impose and collect special assessments. Such special assessments shall have the same lien and enforcement characteristics as Regular Assessments and shall be enforced as is provided herein.

Article VII

Except with the prior written approval of the Architectural Committee described above, no single-story residential structure which has less than 1400 square feet of heated area, or one and one-half story residential structure which has less than 1500 square feet of heated area, or two and three story residential structure which has less than 1600 square feet of heated area, exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any lot. All single story residences shall have a roof pitch of not less than 7/12; and one and one-half story residences shall have a roof pitch of not less than 10/12; and all two or three story structures shall have a roof pitch of not less than 8/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Committee.

Article VIII

All structures in the subdivision shall meet the following criteria:

1. Exterior siding for each dwelling and garage shall be either brick veneer, stone, wood, vinyl or concrete siding. Three sides must consist of the same material.
2. Each dwelling unit shall have a driveway of concrete or asphalt paving and approved by the Architectural Committee. Such driveway shall be a minimum of 16 feet wide at the street and may decrease in width as it runs into the lot, provided that is no less than 10 feet wide at any point.
3. Each dwelling shall have a roof made of an architectural shingle approved by the Architectural Committee. All approved roofs will have a minimum warranty of 30 years.
4. All mailboxes shall be the same and approved by the Declarant, its successors or assigns. All mailboxes shall be paid for by builder. Any changes made to the mailboxes (hanging or attached) must be submitted to the Architectural Committee for approval.
5. All unimproved areas of each lot, and the appurtenant road right of way area must be landscaped in accordance with a landscaped plan submitted to and approved by the Architectural Committee.

Article IX

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to the rear lot line than 20 feet, nor nearer to a side lot line than 10 feet, provided, however, on corner lots the dwelling may face either street and may be located no nearer than 20 feet to one street if the same is at least 30 feet from the other street.

Article X

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors or inoperable vehicles may be stored or regularly parked on the Lots or on common property or within the right-of-way of any street. No business activity or trade materials or inventories may be stored on any of the Lots, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

Article XI

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No detached structure other than a garage shall be permitted on any lot, unless pre-approved in writing by the Architectural Committee. All detached structures must have the same roof pitch and material as the residential dwelling.

Article XII

No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Animal pens are not permitted. Fencing will be allowed provided that the guidelines for fences are followed. Architectural Committee approval must be obtained before placement of any fencing.

Article XIII

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors and assigns.

Article XIV

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot. All fencing, etc., must be approved by the Architectural Committee and fencing may not be taller than four (4) feet and may not be constructed of chain link fence material.

Article XV

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant reserves the right to subject the subdivision to a contract and easement with Wake County, Carolina Telephone and Telegraph Company, Wake Electric Membership Co-operative, and any other public or private utility company for the installation of underground utility cables and facilities; and for the installation of street lighting which may require a continuing monthly payment to the utility by the owner of the lot whereon the lights are located, or, a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost.

Article XVI

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots; or by the owners of not less than seventy-five percent (75%) of the subdivided lots of said subdivision to which these restrictions apply, when Declarant shall no longer own any lot in the Subdivision. Such instrument shall be recorded in the Wake County Registry.

009314PG01498

Prepared by and return to
Malcolm E. Harris, Attorney at Law
P.O. Box 1100
Wake Forest, NC 27588

Wake County, NC 275
Linda M. Rife, Register of Deeds
Presented & Recorded 02/01/2002 08:14:00
Book 1 009314 Page 1 01402 - 01403

NORTH CAROLINA
WAKE COUNTY

ADDENDUM TO PROTECTIVE
COVENANTS FOR SEDGEFIELD
SUBDIVISION

THIS ADDENDUM TO PROTECTIVE COVENANTS, made this 26 day of
February, 2002, by CLM Associates, LLC, a North Carolina Limited
Liability Company ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as Sedgefield
Subdivision in Wake County, North Carolina, and has subjected Sedgefield Subdivision to
Protective Covenants recorded in Book 8807, Page 2178, Wake County Registry; and

THAT WHEREAS, the Protective Covenants provide in Article I thereof that "[t]he
Declarant may, from time to time, subject additional property to the Protective Covenants and
restrictions herein set forth by appropriate reference hereto";

THAT WHEREAS, Declarant desires to subject the hereinafter described property to the
Protective Covenants;

NOW THEREFORE, the Declarant hereby declares that all of Lots 25 through 62
of Sedgefield Subdivision, Phase II, recorded in Book of Maps 2001, Page 2321, Wake County
Registry, North Carolina, are and shall be held, transferred, sold and conveyed subject to the
Protective Covenants as shown above.

IN TESTIMONY WHEREOF, CLM Associates, LLC, a North Carolina Limited Liability
Company, has caused this instrument to be executed the date first above written.

CLM ASSOCIATES, LLC, a
North Carolina Limited Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr., Managing Member

NORTH CAROLINA
GRANVILLE COUNTY

I, a Notary Public of the County and State aforesaid, do hereby certify that James M.
Adams, Sr., Managing Member of CLM Associates, LLC, a North Carolina Limited Liability
Company, personally appeared before me this day and acknowledged the due execution of the
forgoing instrument. Witness my hand and official seal or stamp, this 26 day of
February, 2002.

My Commission Expires:
3-2-04



Malcolm E. Harris
Notary Public

Prepared by and return to
Malcolm E. Harris, Attorney at Law
P.O. Box 1100
Wake Forest, NC 27588

NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO PROTECTIVE
COVENANTS FOR SEDGEFIELD
SUBDIVISION

THIS ADDENDUM TO PROTECTIVE COVENANTS, made this 29 day of
April, 2002, by CLM Associates, LLC, a North Carolina Limited
Liability Company ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as Sedgefield
Subdivision in Wake County, North Carolina, and has subjected Sedgefield Subdivision, Phase I
and II to Protective Covenants recorded in Book 8807, Page 2178, and to Addendum to
Protective Covenants recorded in Book 9314, Page 1492, Wake County Registry; and

THAT WHEREAS, the Protective Covenants provide in Article XIV thereof that "All
fencing, etc., must be approved by the Architectural Committee and fencing may not be taller than
four (4) feet and may not be constructed of chain link fence material".

NOW THEREFORE, Declarant hereby alters, modifies, changes and amends the
Protective Covenants recorded in Book 8807, Page 2178 and to Addendum to Protective
Covenants recorded in Book 9314, Page 1492, Wake County Registry, by amending said Article
XIV to read as follows: "All fencing, etc., must be approved by the Architectural Committee and
fencing may not be taller than six (6) feet and must be constructed of wood or similar material.
No chain link fences are allowed".

IN TESTIMONY WHEREOF, CLM Associates, LLC, a North Carolina Limited Liability
Company, has caused this instrument to be executed the date first above written.

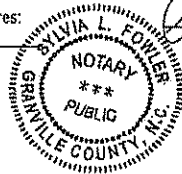
CLM ASSOCIATES, LLC, a
North Carolina Limited Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr., Managing Member

NORTH CAROLINA
COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that James M.
Adams, Sr., Managing Member of CLM Associates, LLC, a North Carolina Limited Liability
Company, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument. Witness my hand and official seal or stamp, this 29 day of
April, 2002.

My Commission Expires:
2-16-2004



Sylvia L. Fowler
Notary Public

BK012725PG02016

WAKE COUNTY, NC 574
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/28/2007 AT 15:41:12

BOOK:012725 PAGE:02016 - 02021

Prepared By/Return To: Brian S. Edlin
JORDAN PRICE WALL GRAY JONES & CARLTON
1951 Clark Avenue
Raleigh, NC 27605

AMENDMENT TO PROTECTIVE COVENANTS FOR SEDGEFIELD PARK
SUBDIVISION

BK012725PG02017

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO PROTECTIVE
COVENANTS FOR SEDGEFIELD
PARK SUBDIVISION

THIS AMENDMENT to the Protective Covenants for Sedgefield Park Subdivision, made this 21 day of August, 2007 by the Declarant, CLM Associates, LLC, a North Carolina Limited Liability Company (hereinafter, "the Declarant"),

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded the Protective Covenants for Sedgefield Park Subdivision at book 8807, page 2178 of the Wake County Register of Deeds and all amendments thereto (collectively, "Protective Covenants"); and

WHEREAS, the Sedgefield Park Subdivision Review Committee, Inc. was thereafter incorporated to administer the affairs of the Sedgefield Park community; and

WHEREAS, Article XVI of the Protective Covenants provides that such Protective Covenants may be altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by the owners of not less than seventy-five percent (75%) of the subdivided lots of said subdivision to which these restrictions apply; and

WHEREAS, not less than seventy-five percent (75%) of the subdivided lots of said subdivision to which these restrictions apply have voted in favor of amending the Protective Covenants as set forth herein; and

NOW, THEREFORE, the undersigned does hereby declare that the Protective Covenants shall be amended as follows:

1. To amend Article X, of the Protective Covenants by adding the following additional language (new language appears in bold type):

"No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors, or inoperable vehicles may be stored or regularly parked on the Lots or on common property or within the right-of-way of any street. No business activity or trade materials or inventories may be stored on any of the Lots, which shall include, but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, an antique shop or gift shop, shall be carried on upon any Lot.

BK012725PG02018

All leases of Lots for residential purposes must be pre-approved in writing by the Board of Directors. Approval by the Board of Directors will not be unreasonably be withheld, provided however, that the Board of Directors reserves the right to promulgate rules and regulations with respect to leases of Lots, including without limitation, a rules placing limitations on the percentage of Lots which may be leased in the Subdivision. All leases shall have a minimum term of at least six (6) months. All leases shall require that the tenant acknowledge receipt of a copy of the Protective Covenants and By-Laws for the Sedgefield Park Subdivision and shall also obligate the tenants to comply with the foregoing and provide as a remedy to the Owner for failure to comply with the foregoing, eviction from the Lot."

2. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

3. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

WHEREFORE, CLM Associates, LLC has hereunto affixed its corporate certification for the purpose of enacting the foregoing amendment.

[Signature Blocks on Following Pages]

BK012725PG02019

SEDGEFIELD PARK SUBDIVISION REVIEW
COMMITTEE, INC.

By: [Signature]
President

By: [Signature]
Vice President

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

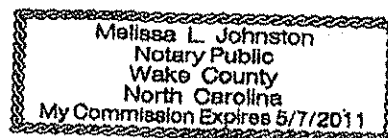
I, Melissa Johnston, a Notary Public of the County and State aforesaid, certify that Daryl Cash + Larry Pugh, personally came before me this day and acknowledged that he/she are the President and Vice President, respectively, of Sedgefield Park Subdivision Review Committee, Inc., a North Carolina non-profit 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 Vice President.

Witness my hand and official stamp or seal, this 21 day of August,
2007.

Notary Public

My commission expires:

May 7, 2011

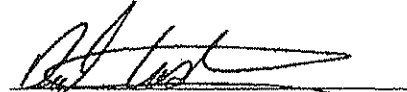


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CERTIFICATION OF VALIDITY OF AMENDMENT TO
PROTECTIVE COVENANTS FOR SEDGEFIELD PARK SUBDIVISION

The undersigned hereby certifies that the foregoing instrument has been duly approved by not less than seventy-five percent (75%) of the subdivided lots of the Sedgefield Park Subdivision and is, therefore, a valid amendment to the existing Protective Covenants for Sedgefield Park Subdivision, pursuant to the requirements of Article XVI of the Protective Covenants.

By:


President

By:


Vice President

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

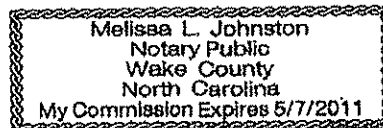
I, Melissa Johnston, a Notary Public of the County and State aforesaid, certify that Daryl Cash + Larry Pugh, personally came before me this day and acknowledged that he/she are the President and Vice President, respectively, of Sedgefield Park Subdivision Review Committee, Inc., a North Carolina non-profit 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 Vice President.

Witness my hand and official stamp or seal, this 21 day of August, 2007.

Notary Public

My commission expires:

May 7, 2011



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BOOK:012725 PAGE:02016 - 02021

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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