

Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, PAck : 008647 Page : 01136 - 01157

**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JAMISON PARK**

THIS DECLARATION is made on the date hereinafter set forth by **OPTIMIST FARM VENTURES, LLC**, a North Carolina limited liability company, with its principal place of business in Wake County, North Carolina hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Wake, State of North Carolina, which is more particularly described on **Exhibit A** attached hereto, the description of which is incorporated herein by reference.

WHEREAS, it is the intent of the Declarant hereby to cause such land to be subjected to this Declaration of Covenants, Conditions and Restrictions.

WHEREAS, notwithstanding the necessity of the Declarant or other developer to create an owners association and an additional set of covenants, conditions and restrictions for any townhome project or other subdivision constructed within the Property or Additional Property as defined herein, ("Additional Covenants"), this Declaration and the covenants, conditions restrictions and easements, to the extent applicable, shall apply to the owners of all townhome lots and any other subdivision constructed within the Property or Additional Property.

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Jamison Park Community Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and any improvements constructed thereon, if any, owned by the Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Common Area shall include Permanent Open Space as defined below, and the access or pedestrian easements leading to the Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots. Declarant shall convey the Common Area to the Association free and clear of any liens prior to the conveyance of a lot as security for a VA or HUD insured loan.

"Permanent Open Space" shall mean Common Area which shall be maintained for forestry or agriculture or active recreational uses or passive recreational uses. Permanent Open Space shall not include public and private roads within the property. The Permanent Open Space and the permitted uses thereon shall be designated on a plat or plats of Jamison Park Subdivision recorded or to be recorded in the office of the Wake County Register of Deeds. All Permanent Open Space may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance and repair of the utilities, and may be subjected to easements for any encroachments arising from initial improvements. Since the Property is located within a Wake County Water Supply Watershed, Permanent Open Space which is not designated on a recorded plat as being maintained for active recreational uses or passive recreational uses shall be retained in its vegetated or natural state subject to the ability of the owner of the Permanent Open Space to subject it to easements as provided within this Section 4.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the Association, which property may include all or any portion of the Properties, including any additional land annexed by Declarant pursuant to Article IX, Section 4 hereof and the Association shall accept any such conveyance of additional property and thereafter such additional property shall be held and maintained by the Association as Common Area. Improvements, which may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices, a swimming pool, clubhouse, and tennis courts, may be located on such Common Area or any additional Common Area.

Declarant does contemplate the construction of a swimming pool, tennis courts and a clubhouse within the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association .

Section 6. "Declarant" shall mean and refer to Optimist Farm Ventures, LLC, a North

Carolina limited liability company, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

Section 7. A "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision map of the Properties with the exception of Common Area. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant and to thereby create additional Lots, eliminate existing Lots or create additional Common Area. If Declarant elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant, Declarant shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

Section 8. "Family Dwelling Unit" shall mean and refer to any improved property or any property formally classified as a Lot for which a Certificate of Occupancy has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a single-family dwelling or townhouse.

ARTICLE II

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 requirements for a Cluster Development as described in the Wake County Subdivision Regulations in effect at the time of initial development of the property and the following items:

A maximum of seventy-five percent (75%) of the area of the property shall be included within lots and associated off-street parking for such lots.

A minimum of twenty-five percent (25%) of the area of the property may include utility areas, septic field areas, wells and pump houses, recreational facilities, such as playing fields and tennis courts; community buildings such as clubhouses; and Permanent Open Space set aside for passive recreation or for forestry, pasture or agriculture. Off street parking for persons using facilities may also be included within the twenty-five percent (25%) area.

The recorded plat for the Property shall show no less than twenty-five percent (25%) of the total area has been reserved for Permanent Open Space.

The entire subdivision shall at all times remain in compliance with the governing percentages of land area dedicated to individual lots and to Permanent Open Space.

Section 2. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by two thirds (2/3) of each class of members and recorded at the Wake County Register of Deeds.
- (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area ;
- (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; and
- (f) the right of the Association to convey portions of Common Area to the Declarant or to any owner for the purpose of eliminating unintentional conveyances of Common Areas or unintentional encroachments of improvements onto portions of the Common Areas or for the purpose of enhancing the utility of the Common Areas to be retained by the Association or for the purpose of correcting any setback violations, minimum Lot size requirements, or encroachments of any improvements located on any Lot.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

Section 4. Leases of Lots. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. The voting Members of the Association shall be the Class A Members and the Class B Members defined below.

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

Class A. The Class A Members shall be every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, except Declarant during the period Declarant is a Class B Member as defined below. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Provided however, Class A Members shall not have a vote until such time as the Class B membership shall cease as provided herein.

Class B. The Class B Member shall be the Declarant and Declarant shall be entitled to five (5) votes for each lot as may be developed within the property described on Exhibit B attached hereto (which property Declarant has an option to purchase and portions of which Declarant presently owns, and contemplates developing as additional subdivisions within Jamison Park) under applicable Wake County zoning ordinances and regulations, as they may be amended from time to time, if fully developed to maximum density under such ordinances and regulations. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, additions are made to the Properties sufficient to give the Class B membership a total number of votes to exceed those of the Class A membership; or,

(ii) Ten (10) years from the date this Declaration is recorded in the Office of the Register of Deeds, Wake County, North Carolina.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication to a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way within the Properties), drives and parking areas within the Common Area; the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of dams and ponds or other bodies of water, if any, located within the Common Area; the maintenance of entrance ways, landscaping and lighting of Common Area, road medians and islands and entrance ways; the cost of operating, maintaining and repairing any street lights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefor within the Properties; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund

is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his member ship interest therein, except as an appurtenance to his Lot. When any Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

Section 3. Maximum Annual Assessment. Until December 31 of the year of the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 300.00 per Lot and \$ 600.00 per Family Living Unit.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be automatically increased each year by the greater of the amount of ten percent (10%) of the maximum annual assessment of the previous year or a percentage equal to the percentage increase reflected by the U.S. city average, Consumer Price Index-United States (published by the U.S. Bureau of Labor Statistics, Washington, D.C., or such other index as may succeed the Consumer Price Index, for the twelve month period ending immediately preceding July 1. In the event the Board of Directors of the Association, determines by majority vote, that the important and essential functions of the Association may be properly funded by an assessment less than the maximum regular annual assessment, the Association Board of Directors may vote to adjust the regular annual assessment less than the maximum amount, however, the Board of Directors may not reduce the assessments below those set out in this Section 3 without the written consent of the Declarant so long as Declarant owns any of the Properties, since the Declarant is engaged in the development of properties that are subject to the terms of this declaration. Any reduction of the maximum annual assessment for any one or more years shall not affect the right the levy an annual assessment equal to the maximum annual assessment in subsequent years as though there had been no reduction in the annual assessment for any prior year. For example, if the Board desires to charge the maximum assessment for years 2000-2005, but votes not to charge the maximum amount for 2006-2008, the Association may charge a maximum annual assessment in 2009 based on an increase in the

maximum assessment that would have been permitted in 2008 had the association chosen to charge the maximum assessment in the years 2006-2008.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Members entitled to cast at least two thirds (2/3) of the votes of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Notice And Quorum For Any Action Authorized Under Sections 3 And 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Working Capital Fund. At the time of closing of the sale of each Family Dwelling Unit from the builder to the third-party owner, a sum equal to at least two (2) months assessment for each Lot (based on the monthly portion of the maximum annual assessment in effect at the time of the sale) shall be collected from the third-party Owner and transferred to the Association to be held as a working capital fund. The purpose of said Fund is to insure that the Board of Directors of the Association 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 7. Rate of Annual Assessment. Both annual and special assessments shall be fixed at a uniform rate for Lots and Family Dwelling Units.

Section 8. Date and Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a Lot on the first day of the month

following the conveyance of the Lot from the Declarant to any builder. The annual assessments for any Family Dwelling Unit shall commence on the first day of the month following conveyance of the Lot from the builder to any third-party other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall establish an annual budget and determine whether the annual assessments for the following year shall be less than the maximum regular annual assessment as provided in Section 3 of this Article IV. In the event the Board of Directors does not determine that the annual assessments shall be reduced, then the annual assessments shall be as provided in Section 3, Article IV. Upon adoption by the Board of the budget and annual assessments amount, the Board shall deliver copies of same to every Owner subject there to; provided, however, that failure to deliver a copy of the budget and annual assessments amount shall not affect the liability of Owners for assessments. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 11. Subordination of the lien to mortgages. The liens provided for herein shall

be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 12. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties 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.

ARTICLE V 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 and other structures makes it impossible 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 Declarant 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.

Section 2. Controls.

(a) No building, fence, or other 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 building or structure, drives, and parking areas, exterior shape, size and height) shall have been approved in writing by the Declarant, or by the Architectural Review Board of the Association if such review responsibility has been delegated to the Association by the Declarant. In addition, the Declarant may require prior written approval of a landscape plan. The Declarant 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 Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alteration in the exterior appearance of any building or structure, including exterior color or finish, shall be made without like prior written approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Declarant of written demand for approval, the provisions of this paragraph shall be thereby waived.

(b) In order to assure that buildings and other 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 Declarant reserves the right to control absolutely and solely to decide (subject to the provisions of the Zoning Ordinance of the County of Wake or the Town of Cary, North Carolina, whichever is applicable) 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 Declarant seem 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 off public street prior to the occupancy of any building or structure constructed on said Lot in accordance with reasonable standards established by the Declarant.

(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 Declarant. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant seems sufficient. The Declarant 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 Declarant 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 Declarant 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 Declarant to take any such corrective action.

(f) No mailbox shall be erected or maintained on any Lot until the proposed mailbox design, color, and location have been approved in writing by the Declarant. Refusal or approval of design, color, or location may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Declarant. The Declarant 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.

(g) Prior to the occupancy of a building or structure on any Lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Cary public sewer system, or to a system approved by the Wake County.

(h) Prior to the occupancy of a building or structure on any Lot, proper and suitable provisions for water shall be made by connection with an approved water system.

(i) The Declarant reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right, on, over and under the Properties to erect, maintain, and use electric, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of such Properties as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Lot as may (a) have been used prior to the installation of such

utilities for construction of a building whose plans were approved pursuant to these covenants by the Declarant, or (b) such portion of the Lot as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Declarant and which has been approved in writing by said Declarant. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation to maintain reasonable standards of health, safety, and appearance. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, and tanks within any Common Area or on any Lot designated for such use on the applicable plat of said Properties, or to locate same upon any Lot with the permission of the Owners of such Lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not create any obligation on the part of the Declarant to provide or maintain any such utility or service.

(j) The Declarant reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Declarant; provided, however, no trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the prior written approval of the Declarant. Approval for the removal of trees located within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Properties.

Section 3. Review Board. The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors. At least one (1) Member of the Association other than the Declarant shall be a Member of the Architectural Review Board at all times. The Architectural Review Board will be formed at such time as architectural approval authority is delegated to the Association by the Declarant. The Declarant shall delegate the approval authority to the Architectural Review Board no later than the time at which the Declarant conveys all of its interest in all of the Lots within the Properties.

ARTICLE VI RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes; provided, however, Declarant may use any Lot owned by Declarant as a temporary sales office and/or model for the purposes of carrying on business related to the development, improvement and sale of property in the Properties. The temporary sales office may be a trailer and shall not be required to have a foundation. No structures shall be erected or allowed to remain on any Lot except one detached single-family dwelling, an attached or

detached garage and one (1) permanent accessory building incidental to the residential use of the Lot. By way of illustration and not of limitation, any such accessory building must be erected on a permanent foundation and must be constructed on the Lot (as opposed to a pre-fabricated building).

Section 2. Dwelling Specifications. Except with prior written approval of the Declarant or the Architectural Committee, as the case may be, and except for townhomes, 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 1,800 square feet for a one-story dwelling or less than 2,200 square feet for a dwelling of more than one story.

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. No outside radio or television antennas or discs and no free standing transmission or receiving towers or satellite dishes or disks shall be erected on the Common Area or on any Lot or dwelling within the Properties without the prior written permission for the same has been granted by the Board of Directors of the Association and by the Declarant if Declarant owns any Lots.

Section 5. Building Setback. No building shall be located on any Lot nearer to the front or rear Lot line, or to any side Lot line, than shall be permitted under the applicable subdivision ordinances of Wake County or any other governmental entity in effect at the time such building is to be constructed. Provided, however, no building other than a townhome shall be located on any Lot nearer to the side lot line than ten (10') feet without Declarant's prior written approval.

Section 6. Trailers, etc. No trailer, tent, mobile home, modular home or other structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or storage units used by the contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction. Provided however, that portions of a structure that are assembled in whole or in part in a location other than the Lot itself are permitted with prior written approval of the Declarant or the Architectural Committee.

Section 7. Waiver of Minor Violations. Both the Declarant and the Board of Directors of the Association 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 (including, without limitation, Declarant) 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 or abutting the Properties after receiving notification from the Declarant or from Wake County to remove the automobile, truck or vehicle. No boats, recreational vehicles or trailers may be parked on any Lot without the prior approval of the Declarant or the Architectural Review Committee.

Section 9. Use of Common Area. The Association shall promulgate rules and regulations regarding use and enjoyment of the Common Area by all persons.

Section 10. Variances. The Declarant or the Board of Directors of the Association in their discretion may allow reasonable variances and adjustments of the restrictions set forth in this Article VI in order to alleviate practical difficulties and hardship in the enforcement and operation of these restrictions. Any such variances shall not violate the spirit or the intent of this Declaration to create a subdivision of lots owned in fee by various persons with each such Owner having an easement upon common areas owned by the Association. To be effective, a variance hereunder shall be recorded in the Wake County Register of Deeds office, shall be executed on behalf of the Association or Declarant, as applicable, and shall refer specifically to this Declaration.

ARTICLE VII EASEMENTS

Section 1. Utilities. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. In addition, Declarant reserves an additional easement and right-of-way for installation and maintenance of utilities (including cable television service) and drainage facilities over the rear five (5) feet of any Lot and over each side five (5) feet of any Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Wake County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

Section 2. Signs. The Association may maintain within the Common Area subdivision signs and landscaping and lighting surrounding same. The costs of all such maintenance, repair and replacement of such signs, landscaping and lighting shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof.

Section 3. Easement Reserved by Declarant. Declarant hereby reserves such easements on, across and over the Common Area as shall be reasonably necessary for the exercise by Declarant of any right herein reserved, including, without limitation, Declarant's right, should Declarant elect, to annex the Additional Property, as hereinafter defined.

Section 4. Drainage Easements. In order to implement effective and adequate erosion control, the Association shall have the right to enter upon any portion of the Properties before and after improvements have been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices; provided, however, no such activities shall interfere with any permanent improvements constructed on the Properties. If the need for erosion control results from the construction of improvements on any portion of the Properties or any excavation, grading, removal, reduction, addition or clearing of any portion of the Properties (the "Catalyst Site"), the cost of any such work performed by the Association for the purpose of implementing effective and adequate erosion control shall be assessed against the Owner or Owners of the Catalyst Site. Provided, however, if, in the sole discretion of the Association, the Association determines that the appropriate corrective action is to occur on the Catalyst Site, prior to exercising its right to enter upon the Catalyst Site for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Association shall give the Owner or Owners of the Catalyst Site written notice of and the opportunity to take the corrective action identified by the Association. If the Owner of the Catalyst Site fails to take the corrective action specified promptly, the Association may then exercise its right to enter upon the Catalyst Site to take the necessary corrective.

ARTICLE VIII RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

Section 1. Entities Constituting Institutional Lenders. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

Section 2. Obligation of Association to Institutional Lenders. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

- (a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board of

Directors of the Association, such financial statement or 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 this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Areas or any portion thereof.

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Areas, other than those specific rights vested in the Association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

Section 3. Requirements of Institutional Lender. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement,

public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than two thirds (2/3) of the Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded. So long as the Declarant, as the class "B" member is entitled to elect the majority of the Members of the Board of Directors of the Association, no amendment of this Declaration shall be made without the consent of the Declarant; and until the end of the period of development no amendment of this Declaration shall be made without the consent of the Declarant which would have the effect of creating a disproportionate increase in the maximum annual assessment, the actual assessment levied, or any special assessment of any class of Owners. Notwithstanding the foregoing, the Declarant, for so long as it shall retain control of the Board of Directors of the Association, and, thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner, in order to qualify the Association for tax exempt status, and to correct obvious errors and omissions herein.

Section 4. Annexation.

(a) Except as provided in Subsection (b) of this Section 4, Article IX, additional residential property and Common Area may be annexed to the Properties only with the consent of the Members entitled to cast two-thirds (2/3) of the votes of each class.

(b) Additional land (the "Additional Property") may be annexed by the Declarant without the consent of members within ten (10) years from the date of this instrument. Declarant shall have no obligation of any kind to annex any Additional Property and, should Declarant elect to annex any Additional Property, Declarant shall have no obligation of any kind to annex Additional Property in any particular sequential order. Should Declarant elect to annex any Additional Property and accordingly to subject such property to the terms and conditions of this Declaration, Declarant reserves the right to provide a new subdivision name for the Additional Property, to alter the restrictions contained in Sections 2 and 5 of Article VI of this Declaration, and to provide for an alternate assessment structure with regard to any Additional Property annexed by Declarant. The addition of property authorized under this paragraph may increase the cumulative maximum number of Lots authorized in the Properties, and, therefore, may alter the

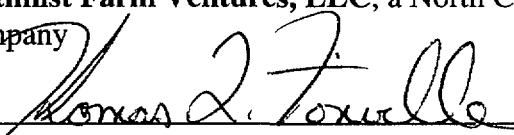
relative maximum potential voting strength of the various types of membership of the Association.

The addition authorized under this Section 4(b) and under Section 4(a) may be made by recording a Supplementary Declaration of Covenants and Restrictions with respect to the Additional Property which shall extend the operation and effect of this Declaration to such Additional Property. The Supplementary Declaration may contain such complementary additions and/or modifications as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the difference in character, if any, of the Additional Property and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect upon the Properties described herein

Section 5. FHA/VA Approval. As long as there is a Class B membership, and if this Declaration, the Articles of Incorporation, or other constituent documents have been approved by the Veterans Administration or Federal Housing Administration, then the following actions will require the prior written approval of the Federal Housing Administration or the Veterans Administration, as the case may be: annexation of additional properties, mergers and consolidations, mortgaging of Common Elements, dedication of Common Elements, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed in its name and its seal hereto affixed as of the ____ day of _____, 2000.

Optimist Farm Ventures, LLC, a North Carolina limited liability company (SEAL)

By:  (SEAL)
Thomas L. Fonville, Member/Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, a Notary Public of the County and State aforesaid, certify that Thomas L. Fonville, a Member/Manager of Optimist Farm Ventures, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 18TH day of JULY, 2000.

Susan L. Morris
Notary Public: SUSAN L. MORRIS
My Commission expires: 7-29-2004

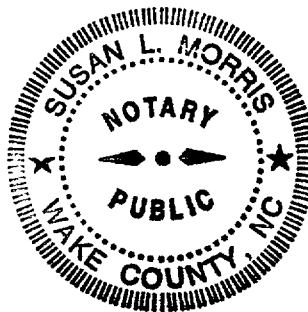


EXHIBIT A

BEING all of that 37.78 acre tract shown on that plat entitled "Jamison Park Subdivision, Phase 1, Section A" dated July 12, 2000 by Withers & Ravenel Engineering & Surveying, Inc. and recorded in Book of Maps 2000, pages ~~2040~~ and ~~01285~~ Wake County Registry.
2000 01286

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008647 Page : 01136 - 01157

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

North Carolina - Wake County

The foregoing certificate___ of Susan L. Morris

____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Murray M. Lachar
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
22 New Time Stamp
of Pages

Wake County, NC 289
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/03/2000 12:01:42
Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, P.A. (Box 133)
Book : 008699 Page : 02775 - 02777

STATE OF NORTH CAROLINA :
COUNTY OF WAKE : AMENDMENT TO
DECLARATION

THIS AMENDMENT to Declaration is entered into on the 25th day of September 2000 by **Optimist Farm Ventures, LLC**, a North Carolina limited liability company (herein "Declarant");

WITNESSETH

WHEREAS, the Declarant executed and recorded that certain set of Covenants, Conditions and Restrictions for Jamison Park Subdivision recorded in Book 8647, page 1136 Wake County Registry as amended (the "Declaration"); and

WHEREAS, Article IX Section 3 of the Declaration permits amendments to the Declaration with the approval of the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the Declarant is the owner of at least seventy-five percent (75%) of the Lots; and

WHEREAS, the Declarant desires to amend the Declaration to add certain restrictions to the Declaration;

NOW THEREFORE, the Declarant wishes to amend the Declaration as follows:

1. A new Section 11 is added to Article VI which reads as follows:

"Section 11. Animals. No animals, birds, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, pet birds or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other Owners. The location of and the materials used in the construction of any dog runs and fences are improvements which require the review and approval of the Architectural Committee as set out in Article V herein."

In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration to be executed, all as of the day and year first above written.

Optimist Farm Ventures, LLC, a North Carolina
limited liability company (SEAL)

By: *Thomas L. Fonville*
Thomas L. Fonville, Member/Manager

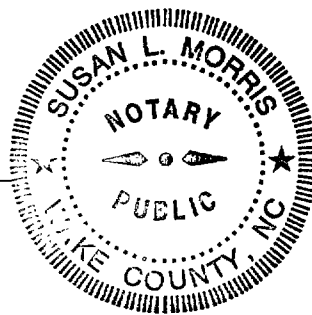
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

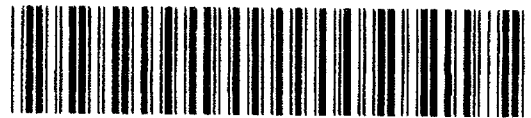
I, the undersigned Notary Public, certify that Thomas L. Fonville, Member/Manager of Optimist Farm Ventures, LLC, a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of said limited liability company.

Witness my hand and Notarial Stamp/Seal this 25TH day of SEPTEMBER 2000.

Susan L. Morris
Notary Public
My Commission Expires: 7-29-2004



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008699 Page : 02775 - 02777

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Please retain with original document and submit for rerecording.



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

North Carolina - Wake County

The foregoing certificate___ of _____

_____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages

Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, P.A. (Box 133)

STATE OF NORTH CAROLINA :
COUNTY OF WAKE : SECOND AMENDMENT TO
DECLARATION

THIS SECOND AMENDMENT to Declaration is entered into on the 23rd day of January, 2001 by **Optimist Farm Ventures, LLC**, a North Carolina limited liability company (herein "Declarant"), **J.P. Swain Company**, a North Carolina corporation, **JKL Custom Homes, Inc.**, a North Carolina corporation, **John Leggett & Company**, a North Carolina corporation, **Robuck Homes, Inc.**, a North Carolina corporation, **Future Homes by Odell Thompson, Inc.**, a North Carolina corporation, and **Witt-Banks Construction Company, Inc.**, a North Carolina corporation.

WITNESSETH

Wake County, NC 205
Laura M Riddick, Register Of Deeds
Presented & Recorded 01/30/2001 11:11:02
Book : 008791 Page : 01949 - 01959

WHEREAS, the Declarant executed and recorded that certain set of Covenants, Conditions and Restrictions for Jamison Park Subdivision recorded in Book 8647, page 1136 Wake County Registry as amended by that Amendment to Declaration recorded in Book 8699, page 2775 Wake County Registry (together the "Declaration"); and

WHEREAS, Article IX Section 3 of the Declaration permits amendments to the Declaration with the approval of the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the parties hereto own at least 75% of the Lots and join in the execution of this Amendment to approve the Amendment of the Declaration; and

WHEREAS, the undersigned desire to amend the Declaration to add certain restrictions and to make certain clarifications to the Declaration;

NOW THEREFORE, the parties hereto wish to amend the Declaration as follows:

1. Article I, Section 4 is hereby deleted in its entirety and the following is to be inserted in lieu thereof:

"Section 4. "Common Area" shall mean all real property and any improvements constructed thereon, if any, owned by the Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Notwithstanding the foregoing, Common Area shall also mean Well Lots or other portions of Common Area designated on any recorded plat of the Property which are used for utility purposes and which are owned by a party other than the Declarant or the Association and to which the Association has been granted a Landscape Easement. Common Area shall include Permanent Open Space as defined below, and the access or pedestrian

easements leading to the Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots and the Well Lots. Declarant shall convey the Common Area to the Association free and clear of any liens prior to the conveyance of a lot as security for a VA or HUD insured loan.

"Permanent Open Space" shall mean Common Area which shall be maintained for forestry or agriculture or active recreational uses or passive recreational uses. Permanent Open Space shall not include public and private roads within the property. The Permanent Open Space and the permitted uses thereon shall be designated on a plat or plats of Jamison Park Subdivision recorded or to be recorded in the office of the Wake County Register of Deeds. All Permanent Open Space may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance and repair of the utilities, and may be subjected to easements for any encroachments arising from initial improvements. Since the Property is located within a Wake County Water Supply Watershed, Permanent Open Space which is not designated on a recorded plat as being maintained for active recreational uses or passive recreational uses shall be retained in its vegetated or natural state subject to the ability of the owner of the Permanent Open Space to subject it to easements as provided within this Section 4.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the Association, which property may include all or any portion of the Properties, including any additional land annexed by Declarant pursuant to Article IX, Section 4 hereof and the Association shall accept any such conveyance of additional property and thereafter such additional property shall be held and maintained by the Association as Common Area. Improvements, which may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices, a swimming pool, clubhouse, and tennis courts, may be located on such Common Area or any additional Common Area.

Declarant does contemplate the construction of a swimming pool, tennis courts and a clubhouse within the Common Area."

2. Article IV, Section 2 (a) is hereby deleted and the following is inserted in lieu thereof:

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication to a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way within the

Properties), drives and parking areas within the Common Area; the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of dams and ponds or other bodies of water, if any, located within the Common Area; the maintenance of entrance ways, landscaping and lighting of Common Area, road medians and islands and entrance ways; the cost of operating, maintaining and repairing any street lights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefor within the Properties; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. Notwithstanding the foregoing, the assessments shall be also be used to pay costs associated with maintaining the landscaping and open space located on Well Lots or other portions of the Common Area that are designated on any recorded plat of the Property which are used for utility purposes and which are owned by a party other than the Declarant or the Association.

3. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration to be executed, all as of the day and year first above written.

Optimist Farm Ventures, LLC, a North Carolina limited liability company (SEAL)

By: Thomas L. Fonville
Thomas L. Fonville, Member/Manager

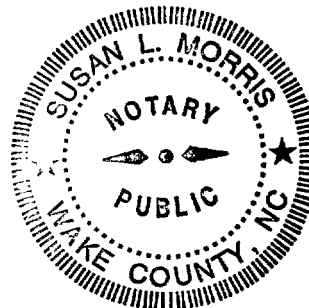
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Thomas L. Fonville, Member/Manager of Optimist Farm Ventures, LLC, a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of said limited liability company.

Witness my hand and Notarial Stamp/Seal this 26TH day of JANUARY 2001.

Susan L. Morris
Notary Public
My Commission Expires: 7-29-2004



J.P. Swain Company

By: Jeffrey P. Swain
President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Kathrynne A. Larson, Notary Public of the state and county aforesaid
certify that Jeffrey P. Swain personally came before me this day and
acknowledged that he is President of J.P. Swain Company, a
North Carolina corporation, and that he as President,
being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 25th day of January, 2001.



Kathrynne A. Larson
Notary Public
My commission expires 7-27-05

JKL Custom Homes, Inc.

By: John Ligotino
President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, ELAINE M. KRAUZA, Notary Public of the state and county aforesaid
certify that John Ligotino personally came before me this day and
acknowledged that he is PRESIDENT of JKL Custom Homes,
Inc., a North Carolina corporation, and that he as PRESIDENT,
being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 26 day of JANUARY,
2001.

[NOTARY SEAL]

Elaine M. Krauza
Notary Public
My commission expires 1-24-2003



John Leggett & Company

By: John Leggett
President

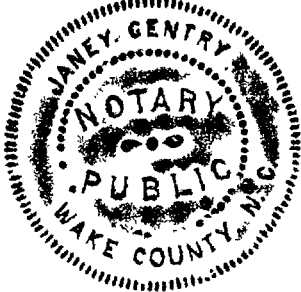
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, JANEY GENTRY, Notary Public of the state and county aforesaid
certify that JOHN LEGGETT personally came before me this day and
acknowledged that he is PRESIDENT of John Leggett &
Company, a North Carolina corporation, and that he as PRESIDENT,
being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 24TH day of January,
2001.

[NOTARY SEAL]



Janey Gentry
Notary Public
My commission expires August 12, 2001.

Future Homes by Odell Thompson, Inc.

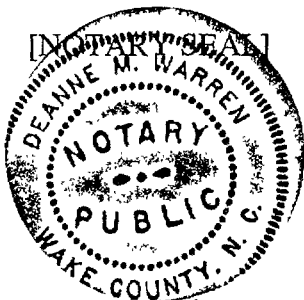
By: *[Signature]*
Vice President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, DeAnne M. Warren, Notary Public of the state and county aforesaid
certify that Jim W. Thompson personally came before me this day and
acknowledged that he is VICE PRESIDENT of Future Homes by Odell
Thompson, Inc., a North Carolina corporation, and that he as VICE PRESIDENT,
being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 23rd day of January,
2001.



[Signature]
Notary Public
My commission expires 2/25/2002

Witt-Banks Construction Company, Inc.

By: Carl R. Banks, VP

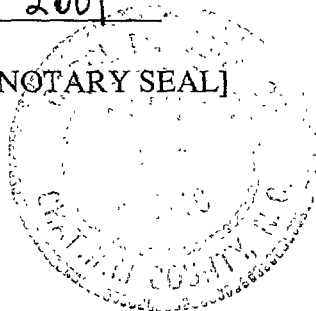
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Carol M. Johnson, Notary Public of the state and county aforesaid
certify that Carl R. Banks personally came before me this day and
acknowledged that he is Vice-President of Witt-Banks Construction
Company, Inc., a North Carolina corporation, and that he as Vice-President,
being so authorized to do so, executed the foregoing on behalf of the corporation.

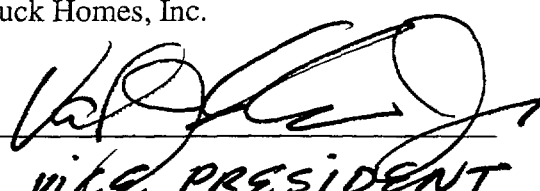
Witness my hand and official seal, this the 23rd day of January,
2001

[NOTARY SEAL]



Carol M. Johnson
Notary Public
My commission expires 1-17-2005

Robuck Homes, Inc.

By: 

VICE PRESIDENT

STATE OF NORTH CAROLINA :

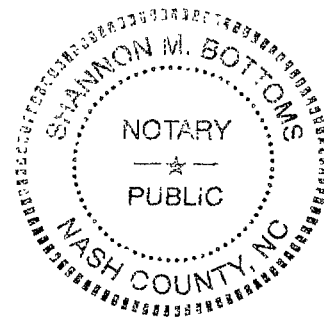
COUNTY OF ~~WAKE~~ Nash :

I, Shannon M. Bottoms, Notary Public of the state and county aforesaid
 certify that Val Edwards, Jr. personally came before me this day and
 acknowledged that he is Vice President of Robuck Homes, Inc., a
 North Carolina corporation, and that he as Vice President, being so
 authorized to do so, executed the foregoing on behalf of the corporation.

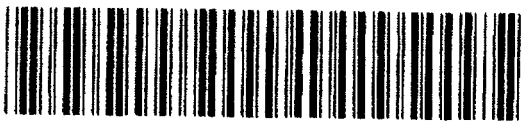
Witness my hand and official seal, this the 23rd day of January,
2001.

[NOTARY SEAL]

Shannon M. Bottoms
 Notary Public
 My commission expires 3-10-2003



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008791 Page : 01949 - 01959

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

North Carolina - Wake County

The foregoing certificate S of Susan L Morris
Kathryne A. Larson
Carol M. Johnson Elaine M. Krauza
Shannon M. Bottoms Janey Gentry
DeAnne M. Warren

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds
By: P. Anne Redd
Assistant/~~Deputy~~ Register of Deeds

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11 New Time Stamp
11 # of Pages

Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, P.A. (Box 133)

Book : 009355 Page : 00964 - 00967

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

AMENDMENT TO
DECLARATION

THIS AMENDMENT to Declaration is entered into on the 25th day of March 2002 by **Optimist Farm Ventures, LLC**, a North Carolina limited liability company (herein "Declarant");

WITNESSETH

WHEREAS, the Declarant executed and recorded that certain set of Covenants, Conditions and Restrictions for Jamison Park Subdivision recorded in Book 8647, page 1136 Wake County Registry as amended (the ADeclaration); and

WHEREAS, Article IX, Section 3 of the Declaration permits amendments to the Declaration by the Declarant, for so long as it shall retain control of the Board of Directors of the Association without the consent of any Owner as shall be necessary in the Declarant's opinion to correct obvious errors and omissions herein; and

WHEREAS, at the time of recording of this Amendment, the Declarant retains control of the Board of Directors of the Association; and

WHEREAS, the zoning for Jamison Park Subdivision is R-30 Cluster under the Wake County North Carolina zoning ordinance and as such a maximum of ninety percent (90%) of the area of the property shall be included within lots and associated off-street parking for such lots, and a minimum of ten percent (10%) of the area of the property may include utility areas, septic field areas, wells and pump houses, recreational facilities, such as playing fields and tennis courts; community buildings such as clubhouses; and Permanent Open Space set aside for passive recreation or for forestry, pasture or agriculture. Off street parking for persons using facilities may also be included within the ten percent (10%) area, and the recorded plat for the Property shall show that no less than ten percent (10%) of the total area has been reserved for Permanent Open Space; and

WHEREAS, the Declaration mistakenly states that the Jamison Park Subdivision is located in a Wake County Water Supply Watershed that as such a maximum of seventy-five percent (75%) of the area of the property shall be included within lots and associated off-street parking for such lots, and a minimum of twenty-five percent (25%) of the area of the property may include utility areas, septic field areas, wells and pump houses, recreational facilities, such as playing fields and tennis courts; community buildings such as clubhouses; and Permanent Open Space set aside for passive recreation or for forestry, pasture or agriculture. Off street parking for persons using facilities may also be included within the twenty-five percent (25%) area. The recorded plat for the Property shall show no less than twenty-five percent (25%) of the

total area has been reserved for Permanent Open Space; and

WHEREAS, the plan for Jamison Park Subdivision has been approved by Wake County and Jamison Park Subdivision is being developed pursuant to the regulations governing subdivisions in the R-30 Cluster zoning, and not pursuant to the regulations governing subdivisions in a Wake County Water Supply Watershed; and

WHEREAS, in the Declarant's opinion it is necessary to amend the covenants due to the obviously erroneous statement that Jamison Park Subdivision is located in a Wake County Water Supply Watershed and due to the obviously erroneous lot and open space percentages recited therein; and

WHEREAS, it is the Declarant's opinion that in making such an amendment it is necessary to reflect the correct percentages for open space and lots as permitted in the R-30 Cluster zoning classification and as contained in the Jamison Park Subdivision Plan which has been approved in accordance with the applicable governmental zoning regulations and the requirements for a Cluster Development as described in the Wake County Subdivision Regulations.

NOW THEREFORE, the Declarant wishes to amend the Declaration as follows:

1. The last sentence of the second paragraph of Article I, Section 4 which reads: "Since the Property is located within a Wake County Water Supply Watershed, Permanent Open Space which is not designated on a recorded plat as being maintained for active recreational uses or passive recreational uses shall be retained in its vegetated or natural state subject to the ability of the owner of the Permanent Open Space to subject it to easements as provided within this Section 4" is hereby deleted in its entirety.

2. Article II, Section 1 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"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 requirements for a R-30 Cluster Development as described in the Wake County Subdivision Regulations in effect at the time of initial development of the property and the following items:

A maximum of ninety percent (90%) of the area of the property shall be included within lots and associated off-street parking for such lots.

A minimum of ten percent (10%) of the area of the property may include utility areas, septic field areas, wells and pump houses, recreational facilities, such as playing fields and tennis courts; community buildings such as clubhouses; and Permanent Open Space set aside for passive recreation or for forestry, pasture or agriculture. Off street parking for persons using

facilities may also be included within the ten percent (10%) area.

The recorded plat for the Property shall show no less than ten percent (10%) of the total area has been reserved for Permanent Open Space.

The entire subdivision shall at all times remain in compliance with the governing percentages of land area dedicated to individual lots and to Permanent Open Space."

3. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration to be executed, all as of the day and year first above written.

Optimist Farm Ventures, LLC, a North Carolina limited liability company (SEAL)

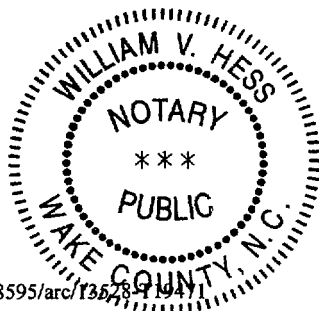
By: Thomas L. Fonville
Thomas L. Fonville, Member/Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Thomas L. Fonville, Member/Manager of Optimist Farm Ventures, LLC, a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of said limited liability company.

Witness my hand and Notarial Stamp/Seal this 25 day of March 2002.



William V. Hess

Notary Public

My Commission Expires: April 6, 2006

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009355 Page : 00964 - 00967

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

North Carolina - Wake County

The foregoing certificate___ of William V. Hess

____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Michael D. Blake
Assistant/Deputy Register of Deeds

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