

Drafted by/Mail to:

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WAKE COUNTY, NC 110
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/13/2002 AT 10:34:39 40 PM

BOOK:009538 PAGE:01721 - 01726

NORTH CAROLINA)
)
WAKE COUNTY) SUPPLEMENTARY DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS:
 SUNSET RIDGE PHASE 9

THIS SUPPLEMENTARY DECLARATION made this 10 day of July, 2002, by
SUNSET FOREST, LLC (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Holly Springs Township, Wake County, North Carolina, which is more particularly described on a map entitled SUNSET RIDGE PHASE 9, as recorded in Book of Maps 2002, page 1365, Wake County Registry, reference to which is hereby made; and,

WHEREAS, Declarant will convey said property subject to the covenants, conditions, restrictions, reservations, and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4927, page 774, Wake Co. Registry, and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and,

WHEREAS, Declarant desires to insure the most appropriate development and improvement of each lot, to protect the lot owners against such improper use as would depreciate the value of the property to each, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of poorly designed or proportioned structures and structures built of substandard or unsuitable materials, to secure and

maintain proper setbacks with adequate free space between structures, and in general to provide for a high quality of improvements.

NOW, THEREFORE, Declarant hereby declares that all of the real property as described hereinabove shall be held, sold, and conveyed subject to that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4927, page 774, and subject further to the following easements, restrictions, covenants, and conditions:

1. UNIT SIZE. No unit shall be erected or allowed to remain on any of the lots as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 2,000 square feet.

2. DESIGN SPECIFICS. The following design specifics are applicable to the numbered lots as shown on the recorded plat referenced hereinabove:

- | | |
|--------------------------------------|------------------|
| (a) <u>Setbacks</u> - <u>front</u> : | 30 feet minimum; |
| - <u>side</u> : | 5 feet minimum; |
| - <u>rear</u> : | 25 feet minimum. |

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. The stated front setback shall not apply to steps, stoops, eaves, or unenclosed porches which do not project more than five (5) feet beyond the building line. Deviations from building line restrictions of ten percent (10%) or less shall not be construed as a violation of this Supplementary Declaration; further, Declarant shall have the right, in its sole discretion and without the consent of any other party to waive the building setbacks, either in whole or in part, as applicable to any given lot.

3. ARCHITECTURAL CONTROL. Only units or other improvements which have been approved in writing by the Architectural Review Board ("ARB") prior to the commencement of clearing, grading, or construction of any kind on a lot will be permitted. Upon completion of the foundation and before proceeding with other construction, an actual field survey of the foundation shall be presented to the ARB to ensure compliance with the site plan. The survey must show the proposed location of driveways, and shall indicate the actual distance from all buildings at their closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the ARB. All drives and walks must be paved with concrete or brick. All lots on which a unit is approved and built shall be landscaped in accordance with the plans approved by the ARB. Landscaping must be finished upon completion of the unit. Total construction time, from the date of final approval of plans by the ARB to the completion of the unit for occupancy, shall not exceed nine months. Any structure or facility for providing alternative sources of energy, such as solar, wind, or biomass, or for television or other signal reception, such as antennae or satellite dishes, shall be erected and maintained only with the prior written approval of Declarant. Written approval of Declarant shall also be required prior to erecting, placing or altering mail boxes, permanent signs, newspaper boxes, or outdoor lighting on any lot.

4. LAKE USE. No motorized boats or other motorized watercraft shall at any time be allowed on any lake or pond.

5. LEASE OF PORTION OF DWELLING UNIT. An owner may rent or let his entire dwelling unit, but no portion of any dwelling unit shall be leased nor may any other building located on a lot be leased separately from the dwelling unit.

6. **GARAGES AND PARKING.** Each dwelling unit shall have an enclosed garage, attached or detached, with adequate space for at least two full-sized vehicles. In addition, each lot shall contain sufficient off-street paved parking for at least two automobiles.

7. **NUISANCES.** No portion of any lot shall be used for business, manufacturing, or commercial purposes, nor shall any animals, fowl, or merchandise be kept or allowed to remain on any lot for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on any lot for any purpose, nor shall anything be done on any lot which is a nuisance or an annoyance to the community. Each lot owner shall maintain his buildings, improvements, landscaping, and grounds in a safe, clean, and orderly condition.

8. **UTILITIES.** All water, sewer, gas, electric, telephone, television, and other utility lines, and all connections between the main utility lines and the dwelling unit or any other structures on any lot shall be located underground and concealed so as not to be visible.

9. **EASEMENTS.** Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat, and Declarant further reserves an easement for, and the right at any time in the future to grant, rights-of-way for the installation and maintenance of public utilities and any irrigation systems over, under, and across any lot at a distance of not more than 10 feet from the side and rear lines of said lot. Each lot and any property designated as Common Area shall be subject to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences, or other protrusions designated or constructed by Declarant.

Further, some lots are subject to a "Sign Easement" as shown on the recorded plat, which easement is created by Declarant for the purpose of construction and maintenance of a neighborhood identification sign. Declarant hereby reserves unto itself, its successors and assigns, and thereafter to Sunset Ridge Association, Inc., the free and full right of ingress, egress, and regress over and across those areas subject to said "Sign Easement" and the right from time to time to remove any and all obstructions that, in the opinion of Declarant, its successors and assigns, and thereafter Sunset Ridge Association, Inc., may injure, endanger, or interfere with the maintenance, visibility, or appearance of the sign. Declarant, and thereafter Sunset Ridge Association, Inc., shall be solely responsible for any and all grassing, planting, or other landscaping introduced within the boundaries of said "Sign Easement", including the regular maintenance thereof, and the owner(s) of the lot(s) subject to such easement shall at no time attempt to add to, remove, or interfere in any manner whatsoever with such grassing, planting, and/or landscaping. The owner(s) of such lot(s) shall not locate any structure of any nature within the boundaries of said "Sign Easement" without the express written permission of Declarant. Owner(s) shall otherwise retain all rights to use the property subject to said "Sign Easement" except as set forth hereinabove.

Further, as shown on the recorded plat referenced hereinabove, certain areas which are not Common Areas or Limited Common Areas may be designated as Landscape Easements or Maintenance Easements, including without limitation all trees, grass, and other landscaping contained within the tree lawns behind the curbs, even though such tree lawns lie within the public rights-of-way of the adjacent streets. Declarant hereby reserves for itself, its successors and assigns, and then, without further assignment required, for the Association, an easement over, under, and across each of those areas so designated for the purposes of the installation, operation, maintenance, and repair of all improvements located or to be located thereon, including all personal property which may be associated with such improvements, except for any such improvements or personal property for which a public utility or other public authority shall be responsible.

10. TEMPORARY STRUCTURES. No structure of a temporary character shall be erected or allowed to remain on any lot, and no basement (unless constructed as part of the main dwelling being erected at the same time), tent, shack, garage, mobile home, barn, or other outbuilding erected on a lot shall be used as a residence, either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building material, or non-operative motor vehicle be stored on any lot, except as specifically permitted by Declarant.

11. OUTDOOR STRUCTURES AND VEHICLES. No outside clotheslines, tree houses, play houses, supplies, tractors, trailers, campers, or other equipment or vehicles, except for operative automobiles, shall be regularly parked or stored in any area on a lot except inside an enclosed building, behind screening approved by Declarant, or as otherwise consented to in writing by Declarant. Garbage and refuse containers, transformers, air conditioning and other mechanical equipment, including solar or other alternative energy devices approved by Declarant, shall either be concealed behind approved screening or integrated into the building design so as to be inconspicuous. All outdoor equipment and accessories on a lot, such as play structures, benches, planters, sculptures, etc., shall be concealed by approved screening or approved in writing by Declarant as compatible and harmonious with the surroundings.

12. BUFFER AREAS. Areas within certain lots are designated as buffer areas, Landscape Buffer, or Thoroughfare Buffer. The topography or any landscaping within any such buffer shall not be disturbed or altered without the prior written consent of Declarant. No walks or paths shall be installed within a buffer area without the prior written consent of Declarant. No buffer area shall be fenced, screened, or otherwise enclosed. A buffer area shall be that portion of any lot within 50 feet of any property line adjoining a lake or pond, or Devils Ridge Golf Club, or as may otherwise be shown on the recorded plat.

13. APPLICATION OF RESTRICTIONS. The foregoing restrictions shall apply only to the lots, and nothing contained herein shall prevent the Declarant from altering the size or frontage of any property other than the lots or the location of any streets or roads. However, nothing contained herein shall prevent Declarant from removing any vacant lot owned by it from the offer of public sale and converting all or a portion of same to public right-of-way and constructing thereon a paved street with all appurtenant improvements to provide access to adjacent property also owned and/or under development by Declarant.

14. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Wake County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Wake County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 1, 2, 3, 9, 10, 11 and 12 of this Supplementary Declaration whereby only the written consent of Declarant is required.

15. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of forty (40) years from the date of recordation hereof, after which time said restrictions shall be automatically extended for successive ten (10) year periods unless an instrument agreeing to a change in said restrictions, in whole or in part, and executed by a majority of the then owners of the lots has been recorded in the Wake County Registry.

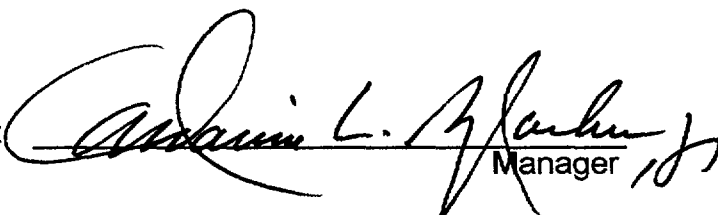
18. ENFORCEMENT. Enforcement of this Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

19. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Supplementary Declaration, in whole or in part, to any person or entity by an express transfer of such rights.

20. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

SUNSET FOREST, LLC

by:  Manager

NORTH CAROLINA, WAKE COUNTY

I, Notary Public, do hereby certify that CARDOVIA L. BLACKMON, JR., MANAGER OF SUNSET FOREST, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official seal, this the 10 day of July, 2002.

OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH
Notary Public
 My Commission Expires 11-3-06


 Notary Public
 My commission expires: 11-3-06

Laura M Riddick
Register of Deeds
Wake County, NC



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Yellow probate sheet is a vital part of your recorded document.
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 S. Elaine Hudspeth

____ 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: Vernica Spear
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

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6 # of Pages