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Drafted by/Mail to: DR Bryan, Jr., 5036 Sunset Forest Circle
Holly Springs NC 27540

PRESENTED
FOR
REGISTRATION

95 OCT 27 PM 2:48

KENNETH WILKINSON
REGISTER OF DEEDS
WAKE COUNTY
NORTH CAROLINA)
)
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)

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS: SUNSET FOREST AT
SUNSET RIDGE, PHASE THREE,
AND REVISED LOT 617

THIS SUPPLEMENTARY DECLARATION, made this 24th day of
October, 1995, by SUNSET FOREST, LLC, (Declarant) and JAMES
E. COBB and wife, CHANDLER H. COBB (Cobb).

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 FOREST AT SUNSET RIDGE, PHASE THREE, AND
REVISED LOT 617, as recorded in Book of Maps 1995, pages
4700 + 4701, Wake County Registry, reference to which is
hereby made; and,

WHEREAS, Cobb joins in the execution of this instrument
as the owner of Lot 617 so as to evidence his consent to the
revision thereof and to this Supplementary Declaration; 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 County 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 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. LAND USE AND BUILDING TYPE. Each lot shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any one lot except one detached single-family dwelling unit not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), and a garage which may include quarters for servants. As used in this Declaration, "dwelling unit" shall mean a residence containing only one kitchen and sleeping facilities for one or more persons.

2. GARAGES AND PARKING. Each dwelling unit shall have an enclosed garage with adequate space for at least two full-sized automobiles. In addition, each lot shall contain sufficient off-street paved parking for at least two automobiles. No automobiles shall be parked on any public street abutting any of the lots.

3. 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.

4. RESUBDIVISION OF LOTS. No lot shall be resubdivided except with the written consent of Declarant.

5. 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.

6. DWELLING SIZE. No dwelling shall be erected or allowed to remain on any lot if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 2,100 square feet.

7. ARCHITECTURAL CONTROL. Only dwelling units or other improvements which have been approved in writing by Declarant or its agent 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 Declarant to ensure compliance with the site plan. The survey must show the proposed location of driveways, and shall indicate the actual distance from the building at its closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by Declarant. No flat roofs will be permitted without written permission of Declarant. All drives and walks must be paved with concrete, asphalt, or brick. All lots on which a dwelling unit is approved and built shall be landscaped in accordance with the plans approved by Declarant. Landscaping must be finished upon completion of the dwelling unit. Total construction time, from the date of final approval of plans by Declarant to the completion of the dwelling 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 antenna or satellite dish, 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 upon any lot.

8. BUFFER AREAS. Areas within certain lots are designated as buffer areas. The topography or any landscaping within any 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.

9. BUILDING SETBACK. No building shall be erected on any lot nearer than 50 feet from the right-of-way of the street abutting the front of said lot. There shall be kept open and uncovered by any building a side yard along each side of the lot having a combined width of 25 feet, with a minimum width of 10 feet on any one side. In no event shall any portion of the main building extend any closer to the rear property line than 25 feet. The front building lines provided herein shall not apply to steps, stoops, eaves, or unenclosed porches which do not project more than 5 feet beyond the building line. Deviations from building line restrictions of 10% or less shall not be construed as a violation of these covenants; further, Declarant shall have the right to waive, in its sole discretion and without the consent of any other party, the building setbacks, either in whole or in part, as applicable to any given lot.

10. 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.

11. 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.

12. PLACEMENT OF DWELLING. The main dwelling on any lot shall not be erected or allowed to remain facing in any direction other than toward the street abutting the front of said lot. In the case of a corner lot, such street shall be that upon which the lot has the least frontage, except with written consent of Declarant.

13. 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.

14. STREETS, FENCES, WALLS, SIGNS. No street shall be laid out or opened across or through any lot. Fencing shall be allowed only where a specific purpose is served thereby, and all fencing must be approved through Declarant. All fencing must be suitably screened. No fencing will be allowed within 50 feet of the golf course property or any lake or pond, or within 25 feet of any street right-of-way or greenway. No signs shall be erected or allowed to remain on any lot except with the written consent of Declarant.

15. OUTDOOR STRUCTURES AND VEHICLES. No outside clotheslines, tree houses, play houses, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated one-half ton or less), trailers, vans (except one non-commercial van owned and operated on a regular daily basis by the owner-occupant of the lot), 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.

16. 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 other than portions of such streets or roads as abut the lots.

17. 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 3, 4, 7, 8, 9, 12, 13, 14, and 15 of this Declaration whereby only the written consent of Declarant is required.

18. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) 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.

19. POOLS AND TENNIS COURTS. No pool, tennis court, or other recreational facility shall be constructed on any lot without the prior written approval of Declarant.

20. ENFORCEMENT. Enforcement of this 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.

21. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Declaration, in whole or in part, including the right to transfer the power of architectural control to a committee appointed by Declarant, to any person or entity by an express transfer of such rights.

22. 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, Declarant has hereunto set its hand and seal, the day and year first above written.

SUNSET FOREST, LLC

(SEAL)

by: [Signature] Manager

[Signature] (SEAL)
James E. Cobb

[Signature] (SEAL)
Chandler H. Cobb

NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that D.R. BRYAN, JR., MANAGER OF SUNSET FOREST, LLC, and JAMES E. COBB and wife, CHANDLER H. COBB, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 24th day of October, 1995.

OFFICIAL SEAL
North Carolina-Forsyth County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires November 3, 1998

[Signature]
Notary Public
My commission expires: 11-3-96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of S. Elaine Hudspeth
Notar(y) 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.

KENNETH C. WILKINS, Register of Deeds

By Meta A. Harris
Asst./Deputy Register of Deeds