

Prepared by and return to:
Michael F. King, Esq.
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Raleigh, NC 27619-7047

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WEAVERS POND**

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEAVERS POND (this "Amendment") is effective as of the date of its recordation in the Office of the Register of Deeds for Wake County, North Carolina and is made by **WEAVERS POND DEVELOPMENT COMPANY, LLC**, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Weavers Pond recorded in Book 15633, Page 2582, Wake County Registry (as amended from time to time, the "Declaration"); and

Article 18, Section 18.10(a) of the Declaration provides that Declarant, during the period of Declarant control, without the consent or joinder of any Owner or Owners other than Declarant, shall have the unilateral right to make any amendments or modifications which Declarant deems necessary or desirable. The Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

Submitted electronically by K&L Gates LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Townhome Property. Section 6.02 of the Declaration contemplates that in addition to providing maintenance and services to the Common Area located within the Townhome Property the Association will provide for the maintenance, preservation, enhancement, repair and improvement of the exterior of the dwellings and improvements on the Townhome Lots, which Common Expenses shall be funded by the Townhome lot maintenance assessments as described in Article 9. Declarant has determined that in lieu of the Association providing the aforementioned services to the Townhome Property and Townhome Lots that the Owner of the Townhome Property, PRF Properties, LLC ("PRF Properties"), shall subject the Townhome Property to certain covenants, conditions, and restrictions contained in the Townhome Declaration (as hereinafter defined) in addition to the covenants, conditions, and restrictions contained in this Declaration and to incorporate Weavers Pond Townhome Association, Inc. as a nonprofit corporation under the laws of the State of North Carolina for the purposes of providing for the maintenance and upkeep of the Townhome Common Area (as hereinafter defined) located on the Townhome Property, providing the maintenance and upkeep of the exterior of all attached residential units located on the Townhome Lots within the Townhome Property, administering the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the Townhome Declaration, collecting and disbursing the assessments and charges imposed in accordance with the Townhome Declaration, and exercising such other powers as may be authorized by the Townhome Declaration, by law, or by the articles of incorporation and bylaws of Weavers Pond Townhome Association, Inc., and PRF Properties has agreed to the foregoing in consideration of this Amendment and as evidenced by its execution of this Amendment. Accordingly, the Declaration is hereby amended to remove all obligations of the Association to administer to the maintenance of any Common Area within the Townhome Property and the Townhome Lots and to remove the right of the Association to assess the Townhome Lot Owners for such services through Townhome lot maintenance assessments as set forth in Article 9 or otherwise. In lieu thereof, PRF Properties agrees to subject the Townhome Property to the Townhome Declaration and to create the Townhome Association (as hereinafter defined) to administer to the maintenance of the Townhome Common Area and the maintenance and upkeep of the exterior of all attached residential units located on the Townhome Lots within the Townhome Property, which Townhome Association shall have concurrent, but subordinate, jurisdiction over the Townhome Property. In consideration therefore, Townhome Lot Owners (whether Class A Members or Class C Members) shall pay reduced Annual Assessments and Special Assessments under the Declaration equal to and not to exceed 25% of the Annual Assessments and Special Assessments assessed by the Association under the Declaration and payable by Single Family Lot Owners (whether Class A Members or Class C Members). The Townhome Property is and remains subject to the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes of the Declaration and continues to enjoy the benefits and privileges under the Declaration.

3. Definitions. The definition in Article 1 of Special Use Conditions is hereby modified by adding the following sentence at the end of such definition:

Special Use Permit SU-2013-03 has been amended by Special Use Permit SU-2018-02 attached hereto as Exhibit D and incorporated herein by reference.

The definition in Article 1 of Common Area is hereby modified by adding the following sentence at the end of such definition:

For the avoidance of doubt, there is no Common Area located within the Townhome Property.

The definition in Article 1 of Common Expenses is hereby modified by deleting the language in subsection (xii) and inserting the word "Reserved" is in lieu thereof. In addition, the following sentence is hereby added at the end of such definition:

For the avoidance of doubt, Common Expenses do not include the actual and estimated expenses incurred or anticipated to be incurred by the Association, including any reasonable reserve, for services or maintenance within the Townhome Property, including, without limitation, under subsections (ix) and (x) of the definition of Common Expenses, as the Townhome Association (and not the Association) will be providing such services or maintenance within the Townhome Property.

The following definitions are hereby added to Article 1:

Townhome Association. "Townhome Association" means Weavers Pond Townhome Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns, which association shall have concurrent, but subordinate, jurisdiction over the Townhome Property.

Townhome Common Area. "Townhome Common Area" or "Townhome Common Areas" means all real property owned by or held in trust for the benefit of the Townhome Association for the common use and enjoyment of its members, or owned by PRF Properties, LLC ("PRF Properties") and designated for the common use and enjoyment of the Townhome Association and its members, and all improvements and facilities constructed thereon for such purposes and designated as "Lot 56 - Open Space", containing approximately 5.36 acres, as shown on the Map recorded in Book of Maps 2019, Pages 1357 through 1358, Wake County Registry, and such other similar designation on Map(s) of the Townhome Property recorded in the public registry of the County.

Townhome Declaration. "Townhome Declaration" means the declaration of covenants, conditions, and restrictions for the Weavers Pond Townhomes and all amendments or supplements thereto, which declaration will be recorded by PRF Properties in connection with its development of the Townhome Property and will subject the Townhome Property to covenants, restrictions and/or easements in addition to those contained in this Declaration and create additional obligations on all Townhome Lot Owners.

4. Common Area Easements. The introductory sentence of Section 4.02 of the Declaration is hereby deleted and replaced by the following sentence: "Each Owner shall have a

non-exclusive perpetual right and easement of use and enjoyment in and to the Common Area and Townhome Common Area and of access to and from such Owner's Lot over any streets, parking areas and walkways comprising a portion of the Common Area (if any) or Townhome Common Area (if any), which rights and easements shall be appurtenant to and shall pass with the title to such Owner's Lot and subject to the following rights and restrictions:". In addition, the second Section 4.02(j) and Section 4.02(k) of the Declaration are hereby deleted. Lastly, a new Section 4.02(k) is hereby added to the Declaration as follows: "The right of the Townhome Association to adopt rules and regulations governing use and enjoyment of the Townhome Common Area and the Townhome Property."

5. Tenants. Section 4.04 of the Declaration is hereby deleted in its entirety and replaced by the following:

Tenants. Except with respect to construction trailers or model homes which may be used or occupied by Declarant or any Approved Builder to whom Declarant gives written permission and except in cases of emergency or undue hardship, **no Single Family Lot Owner shall lease or rent its Single Family Lot except as may be permitted by the Rules and Regulations.** The Board shall determine instances of emergency and undue hardship on a case-by-case basis, and such determination shall be made in the Board's sole and absolute discretion. The leasing of Single Family Lots in the Property that is not approved by the Board shall be a violation of this Declaration and the Rules and Regulations, and Declarant and the Association and any Single Family Lot Owner within the Property shall have the right to employ any and all remedies available at law or in equity to enjoin the leasing or rental of such Single Family Lot. For the avoidance of doubt, the foregoing leasing restriction shall not be applicable to the Townhome Lots. The Townhome Declaration and any rules and regulations promulgated by the Townhome Association shall govern the leasing of Townhome Lots within the Townhome Property. Notwithstanding anything to the contrary in the Declaration, any modification or amendment of this Section 4.04 respecting the leasing of Townhome Lots or any other modification or amendment to the Declaration respecting the leasing of Townhome Lots or respecting the use of the Common Area by tenants of the Townhome Lots, including any amendment or modification to the Declaration or the Rules and Regulations that imposes restrictions or limitations on the use of Common Area facilities and amenities (for example and without limitation, the pool and clubhouse) by the tenants of the Townhome Lots, shall require the vote or written consent of one hundred percent (100%) of the Voting Power of the Association (including, without limitation, the vote or written consent of one hundred percent (100%) of the Townhome Lot Owners).

6. Reciprocal Easements. The phrase at the end of Section 4.05 of the Declaration reading "including any areas of responsibility (e.g. exteriors of the units on the Townhome Lots) that are required by the terms of this Declaration to be completed by Declarant Approved Builder or Association" is hereby deleted.

7. Limited Common Area. Section 4.09 of the Declaration is hereby deleted in its entirety and replaced by the word "Reserved". In addition, the language in Section 9.15(b) of the Declaration is hereby deleted in its entirety and replaced by the word "Reserved." Lastly, all references in Section 9.15 of the Declaration or in any other section of the Declaration to "Limited Common Area" are hereby deleted, and the Declaration shall be construed based on the foregoing modifications *mutatis mutandis*.

8. Townhome Lot Maintenance by Association. Section 6.02 of the Declaration is hereby deleted in its entirety and replaced by the following:

Townhome Lot and Townhome Common Area Maintenance by Townhome Association. There shall be no Common Area within the Townhome Property and the Association shall have no responsibility for the exterior maintenance of the residential units on the Townhome Lots; as such, the Association shall have no maintenance obligations respecting the Townhome Property. Rather, the Townhome Association shall have the obligation to maintain the Townhome Common Area and shall provide exterior maintenance of the residential unit upon each Townhome Lot which is subject to assessment under the Townhome Declaration as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces [with the exception of entry doors (including garage doors) and their appurtenant hardware and all exterior glass including windows and patio doors, and all decks or patios, all of which shall be maintained, repaired and replaced by the Townhome Lot Owner] trees, landscaping, grass, fencing, walks, driveways (as hereinafter limited), annual inspections of the alarm systems located on the exteriors of the units for the sprinklers serving the dwellings constructed on the Lots and other exterior improvements. Such maintenance as to the Townhome Lots shall also include the mowing and trimming of grass; **provided, however, each Townhome Lot Owner is encouraged to water the grass, plants, trees and landscaping on or immediately adjacent to its Townhome Lot in areas that are not otherwise irrigated.** Maintenance of the driveway on each Townhome Lot shall extend only to the exterior face of the garage door, beyond which such maintenance, repair and replacement shall be the responsibility of such Townhome Lot Owner. The Townhome Association shall maintain any portion of any sewer main to which such line is connected, provided that the Townhome Lot Owner of each Townhome Lot shall be responsible for all repair, replacement and clean out of sewer lines and facilities located upon such Townhome Lot Owner's Lot behind the clean-out to (and including the lines and facilities servicing) the townhome unit. Exterior maintenance required by the Townhome Association under the Townhome Declaration shall not include the cleaning of patios, decks, walkways, stoops or driveways on the Townhome Lots, all of which shall be the responsibility of the Townhome Lot Owner. The determination of the need, quality, extent and cost of such maintenance and repairs shall be made by the board of the Townhome Association, which determination shall be reasonable and made upon consistent and non-arbitrary principles adopted by such board.

9. Article 6 Section Numbering Corrections. The Section titled Negligence in Article 6 is misnumbered as Section 6.03 and hereby corrected to Section 6.05; the Section titled Easements for Governmental Access is misnumbered as Section 6.04 and hereby corrected to Section 6.07; and the Section titled Sign and Landscape Easement is misnumbered as Section 6.05 and hereby corrected to Section 6.08

10. Property Owners Parking Rights. The first sentence of the third paragraph in Section 7.03 of the Declaration is hereby deleted and replaced with the following: **"There shall be a maximum of four (4) vehicles permitted per household for each Single Family Lot, provided no more than two (2) vehicles may be parked outside of the garage, and there shall be a maximum of two (2) vehicles permitted per household for each Townhome Lot, except as otherwise authorized by any waiver issued by the Townhome Association in accordance with the Townhome Declaration."** In addition, the following sentence is hereby

added as a new paragraph at the end of Section 7.03: "Notwithstanding anything to the contrary in the Declaration, any modification or amendment to the Declaration respecting the parking on Townhome Lots, including any amendment or modification to the Declaration or the Rules and Regulations that imposes other or additional restrictions or limitations on the parking on Townhome Lots, shall require the vote or written consent of one hundred percent (100%) of the Voting Power of the Association (including, without limitation, the vote or written consent of one hundred percent (100%) of the Townhome Lot Owners)."

11. Minimum Heated Square Footage. Section 7.21 is hereby deleted in its entirety and replaced by the following:

7.21 Minimum Heated Square Footage. The minimum heated square footage requirements for each Lot is established by and shall be governed by the Special Use Conditions.

12. Control by Declarant. The fourth sentence in Section 8.06 is reading "The Board of Directors shall include at least one (1) Townhome Lot Owner if the Board is comprised of three (3) members and shall include at least two (2) Townhome Lots Owners if the Board is comprised of five (5) members" is hereby deleted in its entirety.

13. Covenant for Assessments. Notwithstanding anything to the contrary in the Declaration, Townhome Lot Owners (whether Class A Members or Class C Members and as applicable) shall pay reduced Annual Assessments and Special Assessments under the Declaration equal to and not to exceed 25% of the Annual Assessments and Special Assessments assessed by the Association under the Declaration and payable by Single Family Lot Owners (whether Class A Members or Class C Members and as applicable). In addition, all references to "Townhome lot maintenance assessments" in Article 9 are hereby deleted, and Article 9 shall be construed based on the foregoing modifications *mutatis mutandis*. Notwithstanding anything to the contrary in the Declaration, any modification or amendment to the Declaration respecting the Annual Assessments and/or Special Assessments of the Townhome Lots shall require the vote or written consent of one hundred percent (100%) of the Voting Power of the Association (including, without limitation, the vote or written consent of one hundred percent (100%) of the Townhome Lot Owners).

14. Use of Assessments. The second sentence in Section 9.03 is hereby deleted in its entirety.

15. Reserve Funds. The second sentence in Section 9.04 is hereby deleted in its entirety.

16. Special Assessments. Section 9.06(b) of the Declaration is hereby deleted in its entirety and replaced by the word "Reserved".

17. Allocation of Assessments. The second subsection in Section 9.08, which is misnumbered (a), is hereby deleted and replaced with the following:

(b) Special Assessments shall be in the ratio of ten (10) to one (1) for Lots owned by Class A Members and Class B Members, respectively, and in the ratio of three (3) to one (1) for Lots owned by Class A Members and Class C Members, respectively.

18. Capital Contribution. Section 9.13 is hereby deleted in its entirety and replaced by the following:

“9.13. Capital Contribution. Notwithstanding any provision contained herein or in any other document or instrument to the contrary, (i) every Single Family Lot Owner (other than a successor Declarant or Approved Builder) who purchases a Single Family Lot from Declarant or an Approved Builder shall pay to the Association at the time of the closing of such purchase a non-refundable capital contribution fee in the amount of \$500.00, which amount may be held by the Association in reserve for maintenance, repair, construction and replacement of capital assets and improvements to the Common Area and Property; and (ii) every Townhome Lot Owner (other than a successor Declarant or Approved Builder) who purchases a Townhome Lot from PRF Properties (or a successor declarant under the Townhome Declaration) shall pay to the Association at the time of the closing of such purchase a non-refundable capital contribution fee in the amount of \$125.00, which amount may be held by the Association in reserve for maintenance, repair, construction and replacement of capital assets and improvements to the Common Area and Property. It is expressly provided herein that such capital contributions shall not be held in reserve for the benefit of the Owner paying such amount at closing, shall not be required to be held in an interest bearing account, and may be commingled by the Association with its other reserve funds, and shall not reduce an Owner's obligation to pay Annual Assessments or Special Assessments. The Board may adjust the amount of the capital contribution fees from time to time.”

19. Townhome Lot Assessments. A new section 9.18 is hereby added to the Declaration as follows:

Townhome Lot Assessments. Townhome Lots shall be subject to such regular annual assessments or charges and such special assessments or charges as may be levied by the Townhome Association pursuant to the provisions of the Townhome Declaration, which assessments and charges shall be billed by and paid directly to the Townhome Association and shall be in addition to the Annual Assessments or charges and the Special Assessments or charges as may be levied against the Townhome Lots by the Association pursuant to the provisions of this Declaration, which shall be equal to and not exceed 25% of the Annual Assessments and Special Assessments assessed by the Association under the Declaration and payable by Single Family Lot Owners (whether Class A Members or Class C Members). The amount of any such annual or special assessment under the Townhome Declaration plus any other charges thereon, such as interest, late charges and costs (including attorneys' fees), as such may be provided in the Townhome Declaration, shall be and become a lien upon the Townhome Lot assessed when the Townhome Association causes to be recorded in the official records of the County a notice of assessment all in accordance with the provisions of the Townhome Declaration.

20. Joinder by PRF Properties and Association. PRF Properties and the Association each joins in this Amendment to evidence its consent to the terms and provisions hereof.

21. Exhibits. Exhibit D attached hereto is hereby added to the Declaration as a new Exhibit D.

22. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration. To the extent there is any conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the acknowledgement below.

DECLARANT:

**WEAVERS POND DEVELOPMENT COMPANY,
LLC, a North Carolina limited liability company**

By: Jan R. Futrell
Name: Jan R. Futrell
Title: Member / Manager

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jan R. Futrell (insert name of signatory).

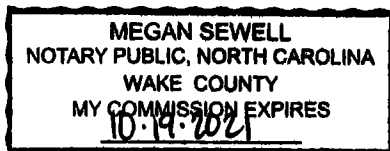
Date: July 1 2020

My Commission Expires:

10.19.2021

Megan Sewell
Notary Public
Print Name: Megan Sewell

[Affix Notary Stamp or Seal]



PRF PROPERTIES:

PRF PROPERTIES, LLC,
a North Carolina limited liability company

By: Jan R. Futrell
Name: Jan R. Futrell
Title: Member / Manager

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jan R. Futrell (insert name of signatory).

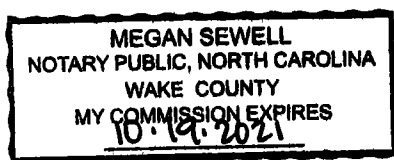
Date: July 1 2020

My Commission Expires:

10-19-2021

Megan Sewell
Notary Public
Print Name: Megan Sewell

[Affix Notary Stamp or Seal]



ASSOCIATION:

**WEAVERS POND HOMEOWNERS ASSOCIATION,
INC.,** a North Carolina non-profit corporation

By: Jan R. Futrell
Name: Jan R. Futrell
Title: Vice President / Treasurer

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jan R. Futrell

Date: July 1 2020

My Commission Expires:

10.19.2021

Megan Sewell
Notary Public
Print Name: Megan Sewell

[Affix Notary Stamp or Seal]

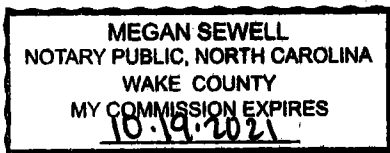


Exhibit D

Special Use Permit SU-2018-02

[see attached]

Town of Zebulon Special Use Permit Granted

SU 2018-02 — Weavers Pond Subdivision

On November 6, 2017, the Board of Commissioners for the Town of Zebulon convened to consider an amendment to the Special Use Permit for Weavers Pond Subdivision which is a residential subdivision with single family homes and townhomes located on Pippin Road. The property is approximately 159.88 acres with the North Carolina Parcel Identification Numbers (NC PINs) 1796864854 and 1796682972, Real Estate Identification Numbers (REIDs) 0327897 and 0327898, and current zoning classification of R-13SUD.

Applicant: Weavers Pond Development Co., LLC
Glenn E. Futrell
9407 Bartons Creek Road
Raleigh, North Carolina 27615

Property Owner: Weavers Pond Development Co., LLC
Glenn E. Futrell
9407 Bartons Creek Road
Raleigh, North Carolina 27615

Property Location: 8966 Pippin Road
9101 Pippin Road
Zebulon, North Carolina 27597

Approved use of property: Residential Subdivision with single family homes and townhomes — Weavers Pond Subdivision

Approved zoning of property: R- 13-SUD

Having heard all the evidence and arguments presented at the hearing, the Board of Commissioners finds that the application is complete, that the application complies with all the applicable requirements of the Town of Zebulon Code of Ordinances for the development proposed, and the purpose indicated is hereby approved subject to the conditions attached and subject to all applicable existing provisions of the Zebulon Code of Ordinance, Street and Storm Drainage Specifications Manual, and adopted Plans.

Conditions of Approval:

Stipulations Specific to the Development

1. Recordation: Special use permit and updated Master Plan must be recorded with the Wake County Register of Deeds.
2. Illustrative Concept Plan: Special use permit and an updated Master Plan addressing the approved special use permit conditions and applicable timelines shall be submitted no later than ninety (90) days following approval.
3. Site Plan: Site plan review and approval by the Zebulon Technical Review Committee (ZTRC) shall be required.
4. Site Plan (Phasing): Site plan review by the ZTRC may be submitted by phase or through submittal of an overall development plan. If a phased approach is preferred, phases shall require a separate submittal. The applicant may group phases together and phases may be submitted out of numerical order as shown on the recorded Illustrative Plan.

5. Adopted Plans/Policies: All town ordinances, plans, and adopted policies shall be adhered to and enforced by the ZTRC in addition to the special use permit approved conditions.
6. Signage (Main Entrance): Entry monuments shall be brick, stone or masonry material that includes identification signs not to exceed thirty-two square feet (32 SF). All signage shall obtain zoning and building permit approval.
7. Open Space: All open space shall be permanently protected from development with a conservation easement and/or restrictive covenant to be recorded upon final plat approval.

Stipulations Specific to the Homeowner's Association

8. Homeowner's Association: All owners of developable lots shall immediately become members of the Homeowner's Association.
9. Homeowner's Association: Homeowners Association shall be in place to enforce and abate violations of restrictive covenants to include the abatement of nuisances as defined by the Town of Zebulon Code of Ordinances to include, but not limited to, grass, trash, debris, rubbish and the removal of junked, abandoned, or nuisance automobiles.
10. Homeowner's Association: Homeowner's Association, or if applicable a Homeowner's Association management firm, shall be in place to enforce and abate all community association covenants, conditions, and restrictions.
11. Homeowner's Association: Homeowner's Association, or if applicable a Homeowner's Association management firm, shall be responsible for the maintenance and upkeep of all open space and improvements built therein, and landscaped center islands, located throughout the development.
12. Homeowner's Association: Homeowner's Association, or if applicable a Homeowner's Association management firm, shall be responsible for the maintenance and upkeep of all drainage easements and Detention/Retention/Water Quality Pond Areas as described in the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual.

Stipulations Relating to Setbacks

13. Setbacks: Setbacks along Pippin Road a minimum of fifty feet (50') from a lot line and one hundred feet (100') from any foundation (house or accessory structure) in areas that have a berm. Any area along Pippin Road that does not have a berm shall be provided with a one-hundred-foot (100') setback to the lot line.
14. Setbacks (Residential Buildings): Setbacks shall be measured from the lot line to the building wall. Building eaves, at-grade patios, and at-grade stoops shall be allowed in the setback area. Decks, off porches or other building extensions shall not be permitted in the setback area. The minimum setbacks from the lot lines to the buildings for each residential use type shall be as follows:

Land Use Type	Minimum Front Setback	Minimum Side Setback	Minimum Side Setback (Adjacent to Street)	Minimum Rear Setback
Single Family Dwelling	20'	5'	15'	20'
Townhomes	15'	15' (Building to Building)		

Stipulations Relating to Recreation Amenities

15. Recreation Amenities: An active recreation area including, at a minimum, a competition size pool, swim pavilion (bathhouse), tot lot (with playground equipment), regulation commercial grade permanent soccer goals, and parking lot will be constructed by July 1, 2013. The playground equipment will serve ages 2-5 years and 5-12 years as well as include trashcans, benches and pet waste stations sized to sufficiently serve phases 1 and 2.
16. pocket Park: Installation of parking spaces to access Pocket Park Area #3 south of Pippin Road and north side Of Weavers Pond as shown on revised Master Plan dated September 27, 2017. No parking will be provided if single-family lots are developed in this area.
17. Staffs Condition: Pocket Park Area #3: Installation of amenities in Pocket Park Area #3 shall match in scope, size, and detail to the greenway amenities installed on the pond between Phases I and 4 as shown on the revised Master Plan.
18. Playground Equipment: A tot lot shall be installed in Pocket Park Area #4, Pocket Park Area #6, and Pocket Park Area #7 as shown on the revised Master Plan dated September 27, 2017. Playground equipment shall be included for toddlers ages 2-5 and children ages 5-12. A minimum of two (2) benches, two (2) trash receptacles, one (1) bike rack holding four (4) bikes, and one (1) dog waste station shall be provided at each Pocket Park.

Stipulations Relating to Greenways

19. Greenway Trail (General): Greenways are required to be established, built, and maintained in accordance with the Town of Zebulon's Greenway, Bicycle, and Pedestrian Master Plan. A greenway master plan for Weavers Pond Community must be submitted with each plat for approval by TRC.
20. Greenway Trail (East Side of Pond North of Golden Plum Lane): Only if townhomes are built in Phase 6 as shown on the revised Master Plan dated September 27, 2017, a minimum five-foot (5') private paved trail with three (3) benches, three (3) trash receptacles, and three (3) pet waste stations shall be approved by ZTRC, and installed. Grass on the eastern shoreline of the pond shall be maintained at all times by the HOA with accessibility to the water as per DWQ standards. The Greenway Development Agreement between the Developer and the Town remains in effect. When the Town is ready to develop a public greenway trail on the eastern side of the pond, the Town will resume maintenance responsibilities from the HOA as agreed to in the Greenway Development Agreement.

Stipulations Relating to Transportation

21. Driveway Permit: An updated driveway permit with NCDOT is required.
22. Traffic Impact Analysis: NCDOT will require a TIA as part of the updated driveway permit. The Town will work with NCDOT on scope of analysis.
23. Traffic Improvements: Install all improvements as required per NCDOT review of updated driveway permit and TIA review.
24. New Roadways: Installation and dedication of any roadway infrastructure, improvements, or right-of-way widths for any and all phases of the development as shown on the Revised Master Plan for Weaver's Pond Subdivision shall be in accordance with the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual. Engineer certification of the roadway must be provided by a licensed engineer with acceptable bonding information during the final plat process for the development.
25. Public Roadways: All streets throughout the subdivision shall be in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual.
26. Curb and Gutter: All curb and gutter installations throughout the subdivision and along all rights-of-way should be in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual.
27. Bonding: Developer is responsible for posting a bond for final roadway, sidewalk, and/or amenities improvements for each phase prior to the issuance of the first building permit. Developer is fully responsible for all necessary roadway repairs of dedicated streets prior to final overlay and striping. Regardless of residential construction progress the final overlay of dedicated streets shall be over-laid within eighteen (18) months of the original roadway acceptance date for that phase.
28. Bonding: Developer will post a bond for final asphalt lift and stop bars for Vineyard Ridge Drive and remainder of Lacewing Drive. Bond estimate will be reviewed and approved by the Zebulon Public Works Department. Overlay will be completed once 80% Of homes have been constructed along Vineyard Ridge Drive and remainder of Lacewing Drive or within three years, whichever comes first. As future phases develop, the same procedures with regards to bonding of outstanding improvements will be followed.
29. Sidewalks: Provide four-foot wide sidewalks along both sides of Pippin Road. If the sidewalk is outside of the NCDOT right-of-way, the sidewalk installation should be in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual and a dedicated sidewalk easement will be required.
30. Sidewalks: Phase 3 and subsequent phases of development will provide sidewalks in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual. Sidewalks in current phases will be provided on both sides of street except along Lacewing Drive (west side only 4-feet in width to Whispernut Lane and 5-feet in width north of Whispernut Lane), Vineyard Ridge Drive (south side only 5-feet in width), Cattail Pond Drive (west side only 5feet in width), and Tulip Spring Drive (west side only 5- feet in width). All improvements should be completed prior to final plat approval of the last phase of the development.
31. Sidewalks: Installation of a sidewalk or boardwalk meeting permitting agency requirements necessary to span the creek located approximately five hundred linear feet (500' LF) east of the Weaver's Pond Drive and Pippin Road intersection.
32. Sidewalks: Installation of a ten-foot (10') wide sidewalk from the greenway connection to the pond adjacent to Phase 1 on the southern side of Pippin Road to the greenway trailhead on Pippin Road adjacent to Phase 2B as shown on the revised Master Plan. A pedestrian crossing across Pippin Road shall be installed for connectivity.

33. Street Signage: All street signage shall be decorative and must be in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications ~~Manual~~. Street Lights: The developer is responsible for coordination with Duke Energy on the lighting plan layout; however, the Town of Zebulon will approve the lighting plan.
34. Street Lights: The developer is responsible for paying the current Duke Energy fee per pole to the Town of Zebulon prior to installation.
35. Street Lights: All street lights shall be decorative Mitchell 50-Watt Series LED, without band or ribbon, unless otherwise specified and authorized by the Town of Zebulon Public Works Director.
36. Streetlights: All street lights shall be a minimum of 125 linear feet with a maximum of 140 linear feet apart with alternate spacing on either side of the street.
37. Entrances: All entrances shall be reviewed and approved by the Town of Zebulon and the NCDOT during the appropriate site plan approval process.
38. Driveways: All individual driveways shall be concrete, able to accommodate at least two vehicles outside of the public right-of-way and in accordance with the latest version of the Town of Zebulon Street and Storm Drainage Standards and Specifications Manual.
39. Additional Parking: Local streets shall incorporate off-street parking where practical.

Stipulations Relating to Landscaping Buffers

40. Open Space: All lands within areas required to be maintained as open space by the Homeowner's Association, or if applicable a Homeowner's Association management firm, shall be protected by a permanent conservation easement and restrictive covenant, prohibiting further development, and recorded upon final plat approval as "Open Space".
41. Lot Tree Requirement: One deciduous shade tree shall be planted in the front yard of each single family dwelling with a minimum caliper of two and a half inches (2.5") at time of planting.
42. Lot Tree Requirement: The phases including townhomes will submit a landscaping plan as part of the ZTRC review for that phase. Landscaping will include a mixture of trees, shrubs, and plantings to the equivalent of one tree per lot consistent with the landscaping for single-family dwellings.
43. Landscaping: Landscaping shall be installed in the open space along Pippin Road.
44. Landscape Buffer: Installation of at least a ten foot (10') wide landscaped strip along both sides of Pippin Road.
45. Landscape Buffer (Property Perimeters): A thirty foot (30') wide buffer will be installed around the perimeter of the subdivision.

Stipulations Relating IQ Architecture

46. Garages: All homes within the subdivision will be required to have a garage.
47. Building Materials: Exterior building materials will be brick or stone veneer, vinyl or fiber cement (such as hardi-plank) siding.
48. Building Facade: Fifty percent (50%) of all homes must have a front facade comprised of brick or stone.
49. Foundations: Foundations will be slab on grade and crawl space.

50. Housing Square Footage: The minimum heated square footage for each residential use type shall be as follows:

Land Use Type	Lot Width	Minimum Heated Square Footage (SF)
Single Family Detached Dwelling	40 feet	1,200 SF
Townhomes	8 feet	1,300 SF

Stipulations Relating to Environment

51. Environmentally Sensitive Areas: No unauthorized disturbances of environmentally sensitive areas as defined by U.S. Army Corps of Engineers, NCDEQ, Wake County Environmental Services, and the Town of Zebulon Planning Department.
52. Floodplain: No portion of any lot shall contain wetlands, riparian buffers, floodplain, or floodway.

Stipulations Relating to Utilities

53. Water and Sewer Allocation: Water and sewer allocation shall be authorized during the final plat process.
54. Solid Waste and Recycling, Yard Waste and Leaf Collection: All homes within the subdivision will receive trash collection, recycling, yard waste, and leaf collection services.
55. Storm Drainage Infrastructure: Certification of the storm drainage infrastructure must be provided by a licensed engineer. Bonding will be applied to drainage structures not completed prior to final plat recording. Best Management Practices (BMP's) are not converted from erosion control to permanent stormwater devices until most of the home construction is complete. BMP certification will be completed as directed by the Stormwater Administrator.
56. Water, Sewer and Pump Station Improvements: All water, sewer, and pump station improvements will be reviewed and approved by the City of Raleigh Public Utilities during the Zebulon Technical Review Committee site plan review process. The utility improvements must be in accordance with the City of Raleigh adopted plans, policies, ordinances, and handbook requirements.
57. Water, Sewer and Pump Station Improvements: Developer is responsible for the installation of an eight-inch sewer gravity line from the subdivision to the Taryn Meadows lift station. Once a contractual agreement between the City of Raleigh and the Town of Zebulon is reached on the Beaverdam Creek Sewer Outfall project, the eight-inch sewer gravity line extension from the subdivision to the Taryn Meadows lift station (Zebulon Pump Station #5) will no longer be required.
58. Water, Sewer and pump Station Improvements: At such time as it is necessary to increase the capacity of the Taryn Meadows lift station (Zebulon Pump Station #5) so that adequate sewer service is not interrupted to this subdivision, the developer will install the necessary upgrades at the Taryn Meadows lift station site as well as any additional required force main. Once a contractual agreement between the City of Raleigh and the Town of Zebulon is reached on the Beaverdam Creek Sewer Outfall project, the installation of the necessary upgrades at the Taryn Meadows lift station site as well as any additional required force main improvements will no longer be required.
59. Individual Water Booster Pump: An individual water booster pump must be installed for all lots created after the adoption of the special use permit and for existing undeveloped lots in Phases 1 and 2.
60. Offsite Waterline Easement Acquisition: Developer shall pay \$32,000 fee for the offsite waterline easement acquisition.

61. Beaverdam Creek Sewer Outfall Fee: In lieu of the developer installing improvements to the Taryn Meadows lift station and force main, payment of a fee for the Beaverdam Creek Sewer Outfall project (currently approximated to be \$1,614.09 per dwelling) will be required to be paid prior to the building

permit issuance for each lot. Listed below is the method of calculation for each lot's proportional share to the Beaverdam Creek Sewer Outfall project:

<u>Tide</u>	<u>Calculation Method</u>	
Flow capacity for the Beaverdam Creek Sewer Outfall project	1,107,301 gallons per day (GPD)	1,107,301 GPD
Average household wastewater flow per day	250 gallons per day (GPD)	250 GPD
Total project cost (estimated)	\$6,500,000 — based on City of Raleigh Public Utilities construction bid subtotal \$324,800 - Engineering Budget \$324,000 - Land Acquisition Project Total = \$7,148,800	\$7,148,800
Number of total homes in Weaver's Pond (all phases)	776 homes	776 homes
Number of total homes in Weaver's Pond (Phases I and 2)	217 homes	217 homes
Total number of homes served by the Beaverdam Creek Sewer Outfall project	1,107,301 outfall capacity / 250 GPD per home = 4,429 homes served	4,429 homes
Total cost per home (estimated)	\$7,148,800 project cost / 4,429 homes served = \$1,614.09 cost per home	\$1,614.09 cost per home
Weaver's Pond homes that will need to contribute to the Beaverdam Creek Sewer Outfall project	776 total homes in Weaver's Pond - 217 homes in Phases 1 and 2 = 559 homes in Weaver's Pond will need to contribute to the Beaverdam Creek Sewer Outfall project	559 homes
Total amount Weaver's Ponds Subdivision will need to contribute to the Beaverdam Creek Sewer Outfall project (estimated)	\$1,614.09 cost per home x 559 homes = \$902,276.31 amount needed to contribute toward the Beaverdam Creek Sewer Outfall project	\$902,276.31

The Town will review during its annual budget process the annual estimates or actual construction costs and will adjust its fee accordingly to ensure the Town is receiving full cost reimbursement and the developer is treated reasonably to respect the cost.

Stipulations Relating to Mailbox Kiosk

62. Mailbox Kiosk: Installation and maintenance of mailbox kiosks shall be accordance to the United States Post Office standards. Access and parking for the mailbox kiosk site should be in accordance with the latest version of the Town of Zebulon Code of Ordinances and the Street and Storm Drainage Standards and Specifications Manual.

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63. Mailbox Kiosk: A mailbox kiosk shall be installed prior to final plat approval. There shall be a minimum of one (1) mailbox kiosk installed for each final plat phase of the development.

Stipulations Relating to Fire Code and Blasting

64. Fire Code: Development must comply with the 2012 NC Fire Prevention Code or current edition adopted for use by the Town of Zebulon. This includes, but is not limited to, the access roadway requirements, hydrant locations, and blasting.
65. Blasting: Blasting operations shall be conducted in accordance with the provisions of the NC Fire Prevention Code.

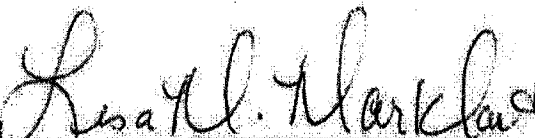
IN WITNESS WHEREOF, the Town of Zebulon has caused this permit to be issued in its name.

Town of Zebulon

By:


Robert S. Matheny—Mayor

Attest:


Lisa M. Markland, CMC—Town Clerk

