

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

THIS DECLARATION, made this 11th day of APRIL 1997 by Chatham Development Corporation, a North Carolina corporation, hereinafter referred to as Declarant;

WHEREAS, the Declarant is the owner of the real property described in Article I herein below;

WHEREAS, the parties hereto agree that such real property be owned and conveyed subject to the protective covenants hereinafter set forth, for the mutual benefit and protection of any and all owners of such real property and their successors in interest thereof.

NOW THEREFORE, the Declarant hereby declares, covenants and agrees with all persons, firms or corporations now owning or hereafter acquiring an interest in any real property in the area referred to in Article I below, that such real property is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below as to the use thereof, running with said property by whomsoever owned, to wit:

ARTICLE I - SUBJECT PROPERTY

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the Counties of Wake and Chatham, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1 through 32 as shown on the map of Weaver Crossing subdivision, according to a map recorded in Book of Maps 1997, Pages 600 - 607, Wake and Chatham County Registry.

ARTICLE II - DEFINITIONS

As used herein:

- A. "Grazing stock" shall be construed to mean dairy cows, beef cattle, goats, sheep and stabled and non-stabled horses.
- B. "Stabled horses" and stabled cattle shall be construed to mean horses and cattle kept and maintained primarily in a stable, outbuilding or barn located on a lot.

PREPARED BY CHATHAM DEVELOPMENT CORP.
RETURN TO: Richard H. Bradford
620 EXECUTIVE PARK
DURHAM NC 27713

BK 7413 PG 0544

000530

PRESENTED
FOR
REGISTRATION
APR 11 PM 4:00
RICHARD H. BRADFORD
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

BK 7413PG0545

C. **"Non-stabled horses"** shall be construed to mean horses kept and maintained primarily in a pasture or other non-sheltered area located on a lot.

D. **"Permanent pasture"** area shall be construed to mean each acre, or partial acre of a lot (exclusive of house and yard areas) which is (1) fully, enclosed by temporary or permanent fencing, and (2) completely planted with suitable pasture grass to provide ground cover throughout the year.

E. **"Foul"** shall be construed to mean chickens, turkeys, pheasants, ducks, quail, geese and guinea hens.

F. **"Environmentally unsound"** shall be construed to mean soil erosion, ungrassed land (except gardens or woodlands) and the use of chemicals or other materials that may pollute ground or surface water, the soil or plants or animal life (other than the specific pest at which it is directed).

G. **"Association"** shall mean and refer to Weaver Crossing Landowners Association, Inc., a North Carolina corporation organized for the care, maintenance and improvement of the roads, easements and common areas of Weaver Crossing, for the enforcement of the provisions of this Declaration and to engage in such activities as may be to the mutual benefit of the owners of lots in Weaver Crossing Subdivision.

H. **"Lot"** shall mean and refer to any plot of land in single ownership, with the exception of the trail easements and the common areas.

I. **"Owner"** shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Weaver Crossing Subdivision, excluding those having such interest merely for the performance of an obligation.

J. **"Common Areas"** shall mean all properties including the parks and trails, dedicated for the common use and enjoyment of the members of the Association as shown on the recorded plat for the Weaver Crossing Subdivision.

K. **"Dwelling"** shall mean a building designed for, or used for, human occupancy.

L. **"Exceptional Maintenance"** shall mean all roadway or driveway maintenance required as a result of damage caused by

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0546
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

heavy or tracked vehicles especially including those that may be used in construction.

ARTICLE III - LOTS AND VARIANCE OF LINES

Each lot, as referred to in Article I herein above, shall consist of a tract of land having an area as shown on the aforesaid recorded map. The lines and boundaries of the Lots shown on the aforementioned Plats of Weaver Crossing may not be modified or varied except as follows: a) No Lot may be re-subdivided so as to create two Lots out of any one Lot, except Lot 11 of Phase IV and Lot 18 of Phase I; each of these Lots having been originally shown as two Lots on the general plan of development for Weaver Crossing. The exception for subdivision of Lot 11 and Lot 18 shall inure to the Developer and any subsequent owner. b) In the event the lines and boundaries of said lots are revised pursuant hereto, the location of the easements reserved herein and reserved by the recorded plat shall automatically change so as to be located along and with the property lines of the lots as revised. c) The owners of said lots may not vary the lines and boundaries of said lots except in accordance with the rules and regulations of appropriate Wake County governmental agencies or other governmental agencies that may have jurisdiction over the property.

ARTICLE IV - BUILDING AND SETBACK REQUIREMENTS

No dwelling house, building, fence or other structure of any kind shall be erected, placed or altered on any Lot until the building plans with written specifications and exterior colors and finishes have been approved in writing by the Declarant, his agent or the President of the Home Owners Association Architectural Review Board, (A.R.B.).

The owner must submit two sets of plans and specifications to the Declarant who must respond within thirty days as to the approval of such plans, specifications and colors. In the event the Declarant does not respond within thirty days of submittal by the owner, the plans are deemed approved.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

BK 7413PG0547

dwelling not to exceed two and one-half stories in height above the natural grade line and one attached private garage for not more than three cars, and two outbuildings as restricted herein below; provided a guest house may be kept and maintained in a dwelling or an outbuilding constructed in accordance with this Article if said guest house is approved by Wake County and other appropriate governmental authorities, and provided no more than 3 persons reside in said guest house and no condition or activity is carried on in or created by said use of the guest house for residential purposes which is noxious or offensive to any other lot owner exercising reasonable judgment relative thereto.

In the event a guest house is located in an outbuilding, said outbuilding must also be used for some other permitted use as defined by Article VI herein below.

No one-story dwelling shall be permitted on any lot unless such dwelling has a ground floor area of the main structure, exclusive of basements, porches, garages and storage areas, of not less than 2000 square feet; said dwelling must also have at least an attached two car garage. No dwelling with more than one floor of heated living area shall be permitted on any lot unless such dwelling has a ground floor area of the main structure, exclusive of basements, garages and storage areas of not less than 1200 square feet and a total heated living area of not less than 2400 square feet. Once construction has begun on any foundation approved the exterior must be completed within twelve months.

No mobile homes or modular homes shall be erected, altered, placed or permitted to remain on any lot. Log homes shall be permitted to be erected, placed and may remain on any lot. No dwelling shall have or contain metal siding or exposed cinder block. All materials used in the exterior construction of a dwelling or outbuilding shall be new building materials unless specifically approved by the Declarant or Association.

There shall be no more than two outbuildings (stables, workshops, detached garages, utility buildings, etc.) located on any lot. No outbuilding can exceed two stories (30 feet in height) and 3000 total square feet of area under roof. No one story outbuilding can exceed 15 feet in height and contain more

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413 PG 0548
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

than 3000 square feet of area under roof. Only one single story outbuilding of more than 500 square feet under roof will be allowed on any lot. And one outbuilding of less than 500 sq. ft. for a total of two out buildings. All outbuildings on any one lot must be constructed of similar materials and must present a uniform appearance in terms of the exterior color and style of construction.

On all property boundaries there shall exist a fifty foot natural area setback; wherein no building or other structures may be placed, no vehicles or boats or trailers may be parked, no materials of any kind may be permanently kept or stored and therein the trees shall remain for a privacy screen between the lots and can't be clear cut. This natural area can be cleared of the following: (a) dead, dying or diseased trees, (b) bushy vegetation, vines, poisonous plants; and (c) any tree that is four inches or less in diameter at breast height. Allowable exceptions to the natural area setback are: a) activities required for the installation and maintenance of septic systems and wells b) selected clearing of trees and/or construction of improvements within the easements noted on the recorded plat as may be agreed upon by the homeowners association c) driveways and utility lines may cross said natural area, but may not run parallel to a boundary line inside the natural area except as approved in writing by the Seller. The removal of trees with the natural area setback for the above allowable activities must be kept at the minimum necessary to complete the activity. No building shall be located on any lot to be nearer to the edge of any subdivision road right of way or state road right of way than 100 feet. No dwelling may be located on any lot to be closer than 75 feet to any boundary line. No outbuilding shall be located on any lot to be closer than 55 feet to any boundary line. Violations of these building location restrictions which are not in excess of ten percent of the minimum requirement shall be deemed minor violations and such minor violations may be waived in writing by the Declarant.

In the event a lot owner builds a dwelling on two or more lots, the multiple lots shall be considered as one for the purposes of setback requirements.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANT **BK 7413PG0549**
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

Lots 10, 11, 13, 14, 15, 26 and 29 may have aboveground septic disposal systems. There shall be a variance in the setbacks for buildings on any Lot, or Lots adjacent thereto, upon which an aboveground septic disposal system is located such that no building shall be located closer than 400 feet to said aboveground disposal system. Construction of any building within 400 feet of such a septic disposal system shall constitute a waiver of any rights or claims, at law or in equity, against any property owner or developer; and acceptance of any building or parcel of land in violation of said 400 foot setback shall constitute a waiver of any rights or claims, at law or in equity, against any property owner or developer.

ARTICLE V - NOXIOUS OR OFFENSIVE ACTIVITY

No noxious, offensive or environmentally unsound activity, condition or trade shall be carried on or permitted upon any lots described in Article I hereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity of existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, except as otherwise specifically permitted herein. Riding of motorcycles, go-carts, or any other high-powered vehicles shall not be permitted across the property unless such vehicles are highly mufflerized and are not operated in such a manner so as to be a nuisance to the neighborhood. Four wheel all terrain vehicles (A.T.V.'s) are not permitted within the community. No trade materials or inventories may be stored upon the lots unless said materials are kept in an allowed outbuilding (excepting nursery stock), and no inoperable automobiles may be stored or regularly parked on the lots. No sign or billboard shall be placed, erected or maintained on any lot, excepting "For Sale" signs of not more than ten (10) square feet in area.

No target practicing with firearms or hunting will be allowed within the subdivision. Boats and recreational vehicles must be stored to the rear of the home or within an allowed outbuilding. No high intensity directional yard lights should be allowed to shine directly into adjoining lots and any aerial

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0550
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

lights must be placed at least fifty feet from any boundary line. Decorative lamp post of low intensity lighting not exceeding eight feet high will be allowed at the entrances to driveways.

ARTICLE VI - USES

All lots shall be used only for single family residential purposes or such other permitted uses as is specifically permitted by Article VI herein below. No lot shall be used for business, manufacturing or commercial purposes, except as specifically permitted herein below. Except as specifically permitted herein, no dwelling or outbuilding may be used as a church, fraternity house, rooming house, boarding house, motel, office or retail space for lease, doctors office or any medical related business. A professional office including but not limited to the business of law, real estate, accounting, computer related services or other similar in-house businesses are allowed, provided that at least one resident family member is a partner or principal owner of the business. Agricultural related businesses as permitted in Article VI herein below will be allowed; provided however, that veterinarian office, dog kennels, swine operations, poultry houses, zoos, pet grooming businesses, landscaping companies, wholesale or retail plant nurseries, will not be allowed.

ARTICLE VII - OTHER PERMITTED USES

The owner of a lot may use said lot for one or more of the following purposes:

- a. To cultivate and harvest crops as provided by Article VI herein below;
- b. To keep, maintain and breed horses, cows, sheep and fowl as provided by Articles IX, X and XI herein below.
- c. To carry on any business upon a lot provided: (1) said lot is also used for residential purposes by the owners of said lot; (2) only immediate family members and one non-family member is involved or employed by said business; (3) said business is not illegal; (4) business shall not create constant or frequent daily traffic resulting from customer sales or transport of inventory or trade materials; (5) no signs are located upon the lot regarding the business; (6) such business is located and

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0551
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

maintained solely within the residential dwelling of the owner or an allowed outbuilding, excepting that a business involving allowed agricultural pursuits will be permitted outside of the home or outbuilding; and (7) no activity involving the business creates noise, smoke, odor, or unsightly condition or other noxious condition offensive to any other lot owner exercising reasonable judgment relative thereto; (8) that the primary function of the business is passive in nature and would blend in with a residential environment. Example of business's that do not meet this provision are: junk yards, grading companies, heavy equipment servicing, trucking companies, construction companies utilizing the lot as their sole office, or any business primarily dealing in retail and over the counter sales.

d. That written approval of the proposed business be received from the Declarant or the Homeowners Association Board of Directors, stating that the business is in keeping with the intent of these covenants, prior to commencement of operations of the business on the lot.

ARTICLE VIII - CROPS

An owner of a lot may plant, cultivate and harvest crops upon said lots; provided, (1) said crops are planted and cultivated solely for use and consumption by the owner of said lot, his family, guests and invite or by animals kept and maintained on said lot by the owner thereof.

ARTICLE IX - PERMITTED ANIMALS (GRAZING STOCK)

Grazing stock may be kept and maintained on a lot; provided, (1) the total number of all grazing stock kept and maintained on any individual lot shall not exceed 6, and (2) said grazing stock is kept properly fenced, contained and cared for. In order to determine the number of grazing stock kept and maintained on a lot at a given time, only those animals being less than six months old shall be considered as a part of and one and the same as its mother until said animal is greater than six months old. (3) All open field areas upon any lot must be adequately maintained and kept in good grassed condition in order to prevent erosion on said lot.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS **SK 7413PG0552**
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

a. **Horses** - Horses may be kept and maintained on a lot for personal purposes provided, (1) in no event shall the number of horses exceed two horses per permanent pasture acre, and (2) in no event shall the total number of horses exceed six on any individual lot.

b. **Sheep** - Sheep may be kept and maintained on a lot; provided, (1) in no event shall the total number of sheep exceed two animals per permanent pasture acre.

ARTICLE X - PERMITTED ANIMALS (FOWL)

Fowl may be kept and maintained on a lot; provided, (1) the total number of all fowl shall not exceed ten, (2) the fowl shall be kept solely for personal use and consumption; not for business or commercial purposes, and (3) all fowl, except ducks and geese, shall be kept in a pen or other containment area. Such pens or containment areas shall be within an approved outbuilding and not visible from adjoining lots.

ARTICLE XI - EXCLUDED ANIMALS

The keeping of any of the following animals is prohibited: (1) swine, (2) goats (3) any animal which by its nature or disposition is dangerous to the residents of the lots.

ARTICLE XII - PETS

Dogs, cats and other household pets may be kept and maintained upon a lot; provided (1) that no lot may keep and maintain dog or cat kennels, veterinarian offices, pet grooming businesses, and zoos (2) said pets are kept under proper supervision and control so as not to cause or create a nuisance or menace to owners and occupants of other lots, and (3) said pets are kept on the lot of its owner and not allowed to go upon the lots of others or run free and unrestricted through the subdivision. (4) There shall not be kept on any one lot more than four dogs or cats, excluding the puppies of such dogs that are less than four months old.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0553
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

ARTICLE XIII - TEMPORARY STRUCTURES

No structure of a temporary nature, mobile home, trailer, camper, van, basements, tents, shacks, garages, barns or other outbuildings shall be erected, placed, used or permitted on any lot for residential purposes.

ARTICLE XIV - GARBAGE, REFUSE AND DEBRIS

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy or unkempt conditions of buildings or grounds on the lots. All lots shall be kept clean and free of garbage, junk, trash, debris and any substance that might contribute to a health hazard or to the breeding and inhabitation by snakes, rats, insects or other pests and vermin. Each lot owner shall provide receptacles for garbage in an area not generally visible from adjacent lots or provided underground garbage receptacles or similar facilities in accordance with reasonable standards and all trash shall be disposed of in a timely manner by a garbage service or by the owner at least once a week.

In the event the Lot owners do not abide, the Association is hereby empowered to have the homesite cleaned up to meet the requirement and bill the homeowner for said work. Should the bill not be paid within thirty days the Association have the authority to lien the property for the amount owed and any and all legal costs incurred.

ARTICLE XV - STORAGE TANKS

No fuel tanks or similar storage receptacles may be exposed to view, and must be installed within the main dwelling house, within an outbuilding, buried underground, or must be screened from view from adjoining lots by wooden privacy fencing six feet high.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

BK 7413PG0554

ARTICLE XVI - WATER AND SEWAGE SYSTEMS

All water and sewage systems shall be in conformity within the requirements of the Wake County Health Department and the State of North Carolina and shall be inspected and approved by the same.

ARTICLE XVII - FENCING

No barbed wire fencing shall be permitted on any lot. Permanent fencing for grazing stock must consist of at least three board or three rail fencing. Permanent wooden fencing will be allowed to be placed no closer than one foot to any boundary line, except where adjoining lot owners agree to build a joint fence on the property line. No fencing of any kind will be allowed to be built within the easement system. This is a 10 foot pedestrian easement between Lots 6 and 7 Phase IV and Lots 27 and 29 Phase II. No cyclone or other mesh wire fencing will be allowed to be placed nearer than 150 feet to the front property line or nearer than 15 feet to any other boundary line. All fencing installed must be kept in good repair so as to maintain a neat appearance.

Temporary electric fencing shall be allowed in the first year from the date the owner thereof first pastures animals. In the absence of a residence, temporary fencing shall be allowed and permitted for only six months from the date the owner thereof first pastures animals. Temporary electric fencing consisting of 17 gauge wire or greater, 36 inches height to the top wire shall be permitted provided said fencing contains at least three strands of wire and supports every 30 feet. Electric fencing may be attached to permanent wooden fencing where needed to assist in containing grazing stock.

**ARTICLE XVIII - ROAD EASEMENT AND DEDICATION
AND MAINTENANCE AGREEMENT**

The declarant, by virtue of these covenants and the recording of the above described plat in Plat Cabinet 1997, Slide 600-607 Wake County Registry, does hereby declare and reserve the easements for private roads for ingress,

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0555
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

egress and regress as shown on such plat, for the use and benefit of the owners of the lots in Weaver Crossing subdivision; such easements are to run with the land. The record owners of the lots may not convey access through any lot in Weaver Crossing subdivision to any public or private roads for the benefit of properties not contained within the recorded plat for Weaver Crossing subdivision, without first obtaining the prior written consent of all the record owners of the lots of Weaver Crossing. The roads of Weaver Crossing will be dedicated to the Department of Transportation (D.O.T.) and will be maintained by the D.O.T. upon there acceptance of the roads.

ARTICLE XIX - PERMITTED USES WITHIN TRAIL SYSTEM

All walking easements as designated on that map of WEAVER CROSSING subdivision, as shown in Plat Cabinet 1991 Slide 600 - 607 Wake County Registry, shall be used for the sole purpose of walking, jogging and horseback riding. No other use shall be permitted within said walking easements. Easements shall remain natural.

**ARTICLE XX - The WEAVER CROSSING
LANDOWNERS ASSOCIATION**

Section 1. Formation

Declarant shall establish a landowners association call Weaver Crossing with the duties and powers as set forth in this declaration. Declarant shall maintain control of the Association until such time as it is turned over to the control of the membership of the Association. The declarant may designate another person or organization to manage the Association and authorize them to receive compensation for services from the Association not to exceed 7% of the monies collected as dues, fees, etc... The designated manager shall provide a yearly financial report of income and expenses to the Declarant.

At a time and place designated by the Declarent, but no later than January 1, 1998, the membership of the Association shall meet to elect officers and assume control of the Association. At or before the time of transfer of control to the

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0556
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

membership any common properties shall be deeded to the Association.

Section 2. Membership

Every person or entity who is a record owner of a fee or undivided interest in any lot in Weaver Crossing subdivision shall be a member of the association. The foregoing does not include any person or persons who hold an interest merely as security for the performance of any obligation. The membership shall also include each lot owner of later phases of The Weaver Crossing subdivision provided that such subdivisions are adjacent to subject property and are developed in a manner compatible with this subdivision and are subject to substantially similar restrictions. There shall only be one vote per each lot in regard to any voting issue.

Section 3: Duties and Powers

The Association shall have the duty to be responsible for the maintenance and the improvements of all common areas, including parks and trails, that are jointly owned or used by members of the Association. The Association shall also have the responsibility for maintaining the entrance signs and landscaping and any other common items such as fencing put in by the Declarant or the Association, street signs, and decorative street lights. The Association will also pay for the utility bills for the street lights that are installed by the Declarant or the Association.

The Association is also organized for the purpose of holding, administering, caring for and controlling the use and enjoyment of roads, including road rights-of-way for the purpose of acting in the common interest of the lot owners, and for the benefit of the community and to alleviate such community problems as may arise from time to time.

The Association shall have the authority to act in behalf of its members in enforcing compliance with these declarations. It may do so in all lawfully appropriate ways including all forms of court proceedings. The Association shall also have the power to

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0557
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

contract for and expend money for exceptional road maintenance (as provided for under Article XVIII of these covenants) for any member when the member has failed to abide by these covenants and may then assess the individual member for such expenses.

The Association may delegate to a Board of Directors powers to take action to maintain the roads and common areas and carry on activities of common interest on behalf of the Association.

Section 4: Assessments

Lot owners shall be subject to an annual assessment by the Association, its successors or assigns, initially to be \$160.00 per year, for the care, maintenance and improvement, including the payment of ad valorem taxes and other assessments by governmental bodies or agencies, of the common areas, provided, the maximum assessment may be increased as set forth below. Such assessment shall be used exclusively for the care, maintenance and improvement of the common areas, the payment of taxes, the payment of utility bills for the street lights, the maintenance and improvements of the trails, the maintenance and improvements of entrance signs and landscaping, the payment of Association insurance premiums, attorney's and accountant's fees for Association business, enforcement actions by the Association to enforce these covenants, and other such items as may be voted on by a majority of the members of the Association. A majority vote of seventy five (75%) percent of the members is required prior to any increase in the annual assessments.

A special assessment may be made against any lot owner for attorney's fees, cleanup costs, or other costs related to exceptional road maintenance or for the removal of refuse, debris and garbage generally visible from the public and private roads serving the Weaver Crossing subdivision or for which the same may be visible from adjoining lots within the subdivision, and which costs are incurred by the Association as a result of the failure of the lot owner to abide by these Covenants or other lawful and binding actions of the Association. A special assessment may also be made against lot owners for ordinary road maintenance expenses, which exceed revenues available within the respective road funds.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

BK 7413PG0558

Any major improvements not necessary for the maintenance, beautification, and use of the road, common areas, trails and entrance signs and landscaping, must be approved by a vote of at least seventy five (75%) percent of the members of the Association.

The above annual assessment (described in Section 4 of Article XX) will be due on January 1 of each calendar year. At the first conveyance of a lot by the Declarant to the initial owner of said lot, the owner will pay at the closing a pro-rated amount of the first year's annual assessment to the Declarant for the purpose of establishing the Association's annual assessment account. Any future conveyances of the lots within the Weaver Crossing subdivision may not take place without the then current years annual assessment being paid in full by the owner of the lot being conveyed.

The Association, its successors or assigns, shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, stating whether the assessments on a specified lot have been paid or any amount due thereon. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring action at law against the owner personally obligated to pay the same, and interest cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by the non-use of the road or the abandonment of his lot.

The above annual assessments, or any properly approved special assessments, together with such interest thereon and collection costs thereof as provided shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Provided, further, that each such assessment, together with such interest costs and attorney's fees shall be the personal obligation of the person who was the owner

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK7413PG0559
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

of such property at the time when the assessment fell due and shall not pass to his successors in title as a personal obligation unless expressly assumed by them, regardless of the fact that it is a lien on the lot purchased.

The lien of the assessments provided for herein, shall be subordinate to the lien of any mortgage, mortgagees or deeds of trust. Sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No conveyance or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided that nothing in this section shall relieve the owner of his personal obligations to pay the assessment.

The following properties shall be exempt from the assessments created herein.

- (1) All properties dedicated and accepted by a local public authority; and
- (2) The common areas
- (3) The Declarant's unsold lots for a period of twenty four (24) months from the date these documents are recorded.

Section 5: Notice and Quorum

For any action required of the members of the Association, written notice shall be given to all members not less than thirty nor more than sixty days in advance of the meeting. A quorum shall be required for the membership to take action. A quorum shall constitute the presence of members or of proxies of members entitled to cast 60% of all votes of the membership. For the initial meeting to elect officers, those members present shall constitute a quorum.

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS BK 7413PG0560
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

ARTICLE XXI - NOTICE

Any notice required to be sent to an owner under the provisions of this declaration shall be deemed to have been properly sent, notice thereby given, when mailed, postage prepaid, to the last known address of the person who appears as owner upon the Wake County Tax records. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

ARTICLE XXII - DURATION

These covenants and restrictions shall run with the land and be binding on all parties and persons claiming under them until January 1, 2027 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of seventy five (75%) percent of the majority of the then existing owners of the lots in the Weaver Crossing subdivision, residential development, whether covered by these or substantially similar covenants, it is agreed to change said covenants in whole or in part. These covenants may be altered at any time upon written consent of 90% the lot owners of the Weaver Crossing Subdivision.

ARTICLE XXIII - ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property which is subject to these covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent, her, him, or them from so doing or recover damages or other dues for such violation.

ARTICLE XXIV DEVELOPER'S RIGHTS

The developer retains the right to have on site promotional sale signs until the last homesite is sold. This includes an information box, as well as, a site plan of the community. The

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

BK7413PG0561

location for promotional information shall be selected by the developer.

The developer reserves the right to add additional phases with additional lots to be included in the WEAVER CROSSING SUBDIVISION and covered by these same PROTECTIVE COVENANTS as described and recorded herein. Such additional lots will be adjacent to the 30 lots in the current site plan and will be accessible to easements on the current site plan.

Furthermore, the developer reserves the exclusive right to the easements of record location between Lot 27 and 25 and the easement between Lot 6 and Lot 7. These easements may be deeded to the Weaver Crossing Landowners at the sole discretion of the developer.

The developer reserves the right to subject the real property in this subdivision to contract with Carolina Power and Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina power and Light Company by each residential customer.

ARTICLE XXV- INVALIDATION

Should any covenants or restriction herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

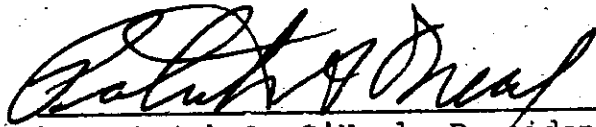
IN WITNESS WHEREOF, Chatham Development Corporation has cause this Declaration to be executed in its name by its President this the 11th day of APRIL.

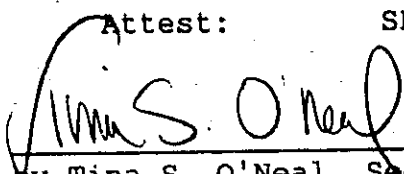
NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
WEAVER CROSSING SUBDIVISION
PLAT CABINET _____ SLIDE _____
WAKE COUNTY REGISTRY

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Chatham Development Corporation


by Patrick A. O'Neal, President
102 Hardscrabble Drive
Hillsborough, NC 27278

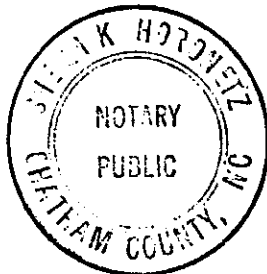
Attest: SEAL

by Tina S. O'Neal, Secretary

NORTH CAROLINA
COUNTY OF CHATHAM

I Sheila K. Horonetz a Notary Public for the aforesaid County and State, do hereby certify that Tina S. O'Neal personally appeared before me and acknowledged that she is the Secretary of Chatham Development Corporation, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and seal this 11th day of APRIL 1996.

My commission expires: 10/5/97 Sheila K. Horonetz
Sheila K. Horonetz



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sheila K. Horonetz

Notary 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.

By Charles Halling
Ass./Deputy Register of Deeds