

WAKE COUNTY, NC 170
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/16/2002 AT 10:57:12

BOOK:009795 PAGE:01267 - 01277

Return: P.O. Box 17133 Raleigh NC 27619

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR
COBBLE RIDGE SUBDIVISION**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS DECLARATION IS MADE THIS 10th DAY OF DECEMBER 2002 by TRI
SOUTH DEVELOPMENT INC., A NORTH CAROLINA CORPORATION
("DECLARANT").

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS THAT TRI SOUTH DEVELOPMENT,
INC. A NORTH CAROLINA CORPORATION (HEREINAFTER REFERRED TO
AS "DECLARANT"), DOES HEREBY COVENANT, STIPULATE AND AGREE TO
AND WITH ALL PERSONS, FIRMS AND CORPORATIONS NOW OWNING, OR
HEREAFTER ACQUIRING ANY LOT IN **COBBLE RIDGE SUBDIVISION**
(HEREINAFTER REFERRED TO AS "SUBDIVISION"), BEING THE SAME AS
SHOWN ON PLAT RECORDED IN BOOK OF MAPS 2002, PAGES 1902 and 1903,
WAKE COUNTY REGISTRY (HEREINAFTER REFERRED TO AS "PLAT"), THAT
EACH AND EVERY SAID LOT IS HEREBY MADE SUBJECT TO THE
FOLLOWING RESTRICTIVE COVENANTS AS TO THE DEVELOPMENT,
IMPROVEMENT AND USE THEREOF.

THESE COVENANTS SHALL BE APPURTENANT TO AND RUN WITH THE SAID
LOT AND WITH EACH AND EVERY LOT BY WHOMSOEVER OWNED

ARTICLE I

PURPOSE. THE PURPOSE OF THESE COVENANTS AND RESTRICTIONS IS TO INSURE THE BEST USE AND THE MOST APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF EACH LOT FOR THE MUTUAL BENEFIT OF THE ALL LOT OWNERS COLLECTIVELY. TO ACHIEVE THIS PURPOSE, DECLARANT HAS INCORPORATED OR WILL INCORPORATE UNDER THE LAWS OF THE STATE OF NORTH CAROLINA, AS A NO-PROFIT CORPORATION, COBBLE RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

ARCHITECTURAL COMMITTEE. THE INITIAL ARCHITECTURAL COMMITTEE SHALL BE COMPOSED OF ONE PERSON DESIGNATED AND APPOINTED BY THE DECLARANT OR SUCH PERSON, FIRM OR CORPORATION TO WHOM DECLARANT HAS EXPRESSLY ASSIGNED THIS RIGHT. AT SUCH TIME AS THE DECLARANT NO LONGER OWNS ANY LOTS IN THE SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE COMPOSED OF THREE (3) PERSONS APPOINTED BY THE HOMEOWNERS ASSOCIATION BOARD WHICH MAY INCLUDE OFFICERS AND MEMBERS OF THE BOARD. MEMBERS OF THE COMMITTEE SHALL NOT BE ENTITLED TO COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE RESTRICTIONS ON ANY LOT IN THE SUBDIVISION MAY BE REMOVED OR WAIVED ONLY BY THE WRITTEN CONSENT OF THE DECLARANT OR BY UNANIMOUS AGREEMENT OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE.

ARTICLE III

SECTION 1: **LAND USE AND BUILDING TYPE.** NO LOT SHALL BE USED EXCEPT FOR SINGLE FAMILY RESIDENTIAL PURPOSES, NO BUILDING OR STRUCTURE SHALL BE ERRECTED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED THREE (3) STORIES IN HEIGHT, AND (WITH THE APPROVAL OF THE ARCHITECTURAL COMMITTEE) AN ACCESSORY BUILDING OR STRUCTURE FOR STORAGE OR OTHER APPROPRIATE RESIDENTIAL USES.

SECTION 2: **DWELLING SIZE.** NO ONE-STORY DWELLING SHALL BE PERMITTED WHICH HAS A HEATED GROUNDED FLOOR AREA OF LESS THAN 1600 SQUARE FEET OF FINISHED LIVING AREA, EXCLUSIVE OF BASEMENT, PORCHES, GARAGES, STORAGE AREAS AND ROOMS OVER GARAGES. NO ONE AND ONE-HALF STORY OR SPLIT LEVEL DWELLING SHALL BE PERMITTED WHICH HAS A HEATED FLOOR AREA, EXCLUSIVE OF

BASEMENT, PORCHES GARAGES, STORAGE AREAS AND ROOMS OVER GARAGES OF LESS THAN 1800 SQUARE FEET OF FINISHED LIVING AREA WITH A MINIMUM OF 1000 SQUARE FEET OF FINISHED LIVING AREA ON THE FIRST FLOOR. NO DWELLING WITH TWO OR MORE FULL STORIES SHALL BE PERMITTED HAVING LESS THAN 1800 SQUARE FEET OF HEATED, FINISHED LIVING AREA, EXCLUSIVE OF BASEMENT, PORCHES, GARAGES, STORAGE AREAS AND ROOMS OVER GARAGES WITH A MINIMUM OF 900 SQUARE FEET OF FINISHED LIVING AREA ON THE FIRST FLOOR.

SECTION 3: BUILDING DESIGN NO BUILDING (INCLUDING AN ACCESSORY BUILDING OR STRUCTURE OR GARAGE), SHALL BE ERECTED UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLAT SHOWING THE LOCATION OF EVERY SUCH BUILDING, HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH THE EXISTING STRUCTURES IN THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION, PROPOSED EXTERIOR MATERIALS AND COLORS, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BE THE ARCHITECTURAL COMMITTEE, IF THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN, MATERIALS AND LOCATION WITH IN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED, OR ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDINGS OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NO MOBILE HOME, SHELL HOME, MODULAR HOME, LOG HOME AND PRE FABRICATED HOME SHALL BE ERECTED OR PERMITTED ON ANY LOT. FURTHERMORE, OTHER THAN THIS, THE ARCHITECTURAL COMMITTEE SHALL HAVE ABSOLUTE DISCRETION IN MAKING THE DECISIONS UNDER THIS SECTION.

SECTION 4 ACCESSORY BUILDINGS OWNERS SHALL SECURE ARCHITECTURAL COMMITTEE APPROVAL PRIOR TO CONSTRUCTION OF ANY ACCESSORY BUILDING, INCLUDING SHEDS, DOG HOUSES OR PLAYHOUSES, A DETACHED GARAGE IS NOT CONSIDERED AN ACCESSORY BUILDING, AND ITS CONSTRUCTION SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL ON A CASE-BY-CASE BASIS. ACCESSORY BUILDINGS SHALL MEET THE FOLLOWING CRITERIA:

1. AN ACCESSORY BUILDING MUST BE OF THE SAME COLOR, MATERIAL AND ARCHITECTURAL STYLE AS THE MAIN RESIDENCE OR OF COLOR, MATERIAL, AND STYLE THAT IS GENERALLY RECOGNIZED AS COMPLIMENTARY TO THAT OF THE MAIN RESIDENCE. AN ACCESSORY BUILDING'S ROOFING MATERIALS SHALL MATCH THOSE OF THE MAIN RESIDENCE.

2. ANY UTILITIES SERVICING ACCESSORY BUILDINGS SHALL BE INSTALLED UNDERGROUND AND SET BACK A MINIMUM OF 15 FEET FROM ANY LOT LINE.

3. ACCESSORY BUILDINGS SHALL GENERALLY BE LOCATED IN THE REAR YARD AND MUST BE SCREENED BY A FENCE AND OR VEGETATION AND SET BACK A MINIMUM OF FIFTEEN (15) FEET FROM ANY PROPERTY LINE.

SECTION 5: **GARAGES**. GARAGES, WHICH ARE CONSTRUCTED INDEPENDENT FROM THE HOUSE, REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. SUCH GARAGES SHALL BE COMPATIBLE WITH AND COMPLIMENTARY TO THE MAIN RESIDENCE IN ARCHITECTURAL STYLE, MATERIAL, COLOR AND LOCATION, REVIEW SHALL BE MADE ON A CASE-BY-CASE BASIS.

SECTION 6 **BUILDING LOCATION**. NO BUILDING, ACCESSORY BUILDING STRUCTURE OR GARAGE, SHALL BE LOCATED ON ANY LOT EXCEPT IN ACCORDANCE WITH SET BACK REQUIREMENTS SET FORTH BY THE TOWN OF HOLLY SPRINGS ORDINANCE AND SUBDIVISION PLAT.

SECTION 7 **ANTENNAE AND COMMUNICATION DISHES**. ONE SATELLITE DISH ANTENNAE HAVING A DIAMETER OF 18" OR LESS, INSTALLED ON OR ADJACENT TO ANY RESIDENCE AND IS INTEGRATED WITH THE RESIDENTIAL STRUCTURE AND SURROUNDING LANDSCAPE, AND IS LOCATED IN THE SIDE OR REAR YARD DOES NOT REQUIRE APPROVAL. OTHER TYPES OF COMMUNICATIONS DISHES, ANTENNAS OR TRANSMITTING EQUIPMENT ARE PROHIBITED, UNLESS A VARIANCE IS APPROVED FOR SUCH EQUIPMENT BY THE ARCHITECTURAL COMMITTEE.

ARTICLE IV

EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE ARE RESERVED AS SHOWN ON THE RECORDED PLAT AND OVER EACH SIDE AND REAR FIVE (5) FEET ON EACH LOT UNLESS SHOWN IN EXCESS OF SUCH DISTANCES ON RECORDED PLAT, IN WHICH CASE THE PLAT SHALL CONTROL. WITHIN THESE EASEMENTS, NO STRUCTURES, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR

PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNEL IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY, UTILITY COMPANY OR HOMEOWNERS ASSOCIATION IS RESPONSIBLE. ADDITIONALLY LANDSCAPE EASEMENTS OR SIGN EASEMENTS MAY BE RESERVED AND INDICATED ON THE SUBDIVISION PLAT FOR THE PURPOSE OF SUBDIVISION IDENTITY AND A VEGETATIVE BUFFER. OWNERS OF LOTS WITH SUCH EASEMENTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PLANTS AND VEGETATION IN THESE EASEMENTS.

ARTICLE V

SECTION 1: **BUSINESS.** NO PART OF SAID PROPERTY SHALL BE USED FOR BUSINESS, MANUFACTURING, COMMERCIAL OR PROFESSIONAL PURPOSES. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREOF WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. RUBBISH, TRASH OR UNSIGHTLY MATERIALS SHALL NOT REMAIN ON ANY LOT. INOPERABLE MOTOR VEHICLES SHALL NOT BE ALLOWED TO REMAIN ON ANY LOT UNLESS KEPT IN AN ENCLOSED GARAGE. NO VEHICLE OF ANY TYPE OR SIZE WHICH TRANSPORTS OR STORES INFLAMMATORY OR EXPLOSIVE CARGO OR SUBSTANCES DEFINED AS HAZARDOUS OR TOXIC BY ANY APPLICABLE ENVIRONMENTAL LAWS OF ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE PROPERTY, MAY BE KEPT OR ALLOWED IN OR ON THE PROPERTY AT ANY TIME, EXCEPT AS MAY BE REQUIRED TO EFFECTUATE REMOVAL OF SUCH PROHIBITED MATERIALS AND SUBSTANCES.

SECTION 2: **SIGNS** NO SIGN SHALL BE ERECTED OR MAINTAINED ON THE PREMISES OTHER THAN TEMPORARY "FOR SALE" SIGNS WHICH STAND NO MORE THAN FOUR FEET HIGH, HAVE DIMENSIONS OF NO MORE THAN TWO FEET BY THREE FEET, AND WHICH IS CONSERVATIVE IN COLOR AND STYLE AND SUCH SIGNS MUST BE REMOVED WHEN THE PROPERTY IS NO LONGER FOR SALE. THE INSTALLATION OR RELOCATION OF ALL OTHER SIGNS REQUIRES ARCHITECTURAL COMMITTEE APPROVAL

SECTION 3: **IN-HOUSE BUSINESS**. NO BUSINESS ACTIVITY OR TRADE OF ANY KIND WHATSOEVER, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE USE OF ANY RESIDENCE AS A TRADE OR PROFESSIONAL OFFICE OF ANY KIND, A FRATERNITY HOUSE, ROOMING HOUSE, A BOARDING HOUSE, AN ANTIQUE SHOP, GIFT SHOP OR AUTOMOBILE REPAIR SHOP SHALL BE CARRIED ON UPON ANY LOT. NO TRADE MATERIALS OR INVENTORIES MAY BE STORED OR REGULARLY PARKED ON THE PREMISES. IN-HOUSE BUSINESSES MAY BE CONDUCTED SO LONG AS (1) THE BUSINESS IS CONDUCTED SOLELY BY THE HOMEOWNERS OR OCCUPANTS. (2) NO OUTSIDE SIGNS OR OTHER ADVERTISEMENT IS DONE AND (3) THE BUSINESS IS NOT VISITED BY CUSTOMERS OR SUPPLIERS.

ARTICLE VI

TEMPORARY STRUCTURES. A SHACK, GARAGE, TRAILER, RECREATION VEHICLE OR OTHER OUTBUILDING SHALL NOT BE USED AS A DWELLING HOUSE. TEMPORARY STRUCTURES, OTHER THAN THOSE USED DURING THE INITIAL CONSTRUCTION OF A RESIDENCE, ARE PROHIBITED.

ARTICLE VII

GENERAL APPEARANCE AND MAINTENANCE

SECTION 1: AFTER THE CONSTRUCTION OF A DWELLING. THE OWNERS OF ALL LOTS SHALL BE RESPONSIBLE FOR KEEPING SUCH LOT MOWED TRIMMED AND CLEANED. SHOULD ANY LOT OWNER FAIL TO MAINTAIN HIS OR HER PROPERTY IN A NEAT, CLEAN AND WELL MOWED MANNER, THE ARCHITECTURAL COMMITTEE SHALL HAVE SUCH LOT CLEANED UP AND THE OWNER OF SUCH LOT SHALL BE RESPONSIBLE FOR THE COSTS INCURRED BY THE ARCHITECTURAL COMMITTEE IN DOING SO. GARBAGE CANS, CLOTHES LINES, YARD ART AND STATUES SHALL BE KEPT IN THE BACK YARD AND SHALL NOT BE VISIBLE FROM THE STREET. FREE STANDING CARPORTS ARE PROHIBITED.

SECTION 2: FRONT YARD MAINTENANCE AND MASS PLANTINGS. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA BETWEEN HIS FRONT PROPERTY LINE AND THE EDGE OF THE STREET OR PAVEMENT. NO LOT OWNER SHALL PLANT ANY VEGETABLE GARDEN IN FRONT OF HIS DWELLING OR ANY MASS PLANTING ON HIS LOT EXCEPT WITH THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

SECTION 3: OWNERS SHALL NOT GRADE THEIR PROPERTY SO AS TO INTERFERE WITH THE ESTABLISHED DRAINAGE PATTERN OVER ANY PROPERTY EXCEPT AS APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. ANY RETAINING WALLS SHALL REQUIRE APPROVAL BY THE ARCHITECTURAL COMMITTEE AND SHALL BE BUILT USING PROPER CONSTRUCTION METHODS.

SECTION 4: FENCES AND WALLS. EXCEPT AS SPECIFICALLY APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE NO FENCE, WALL OR HEDGE SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET FRONTING SUCH LOT THAN THE BACK BUILDING CORNER OF THE MAIN DWELLING ON SUCH LOT. ALL FENCES SHALL BE OF WOOD, METAL, MASONRY OR OTHER MATERIAL APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO BEING CONSTRUCTED. CHAIN LINK FENCES ARE PROHIBITED EXCEPT FOR DOG KENNELS AS PROVIDED FOR IN ARTICLE III.

SECTION 5: POOLS, HOT TUBS, SAUNAS AND PLAYHOUSES REQUIRE ARCHITECTURAL COMMITTEE APPROVAL AND SHALL BE AN INTEGRAL PART OF THE DECK OR PATIO AREA AND/OR THE REAR YARD LANDSCAPING AND SHALL BE INSTALLED IN A WAY THAT IS NOT IMMEDIATELY VISIBLE TO ADJACENT PROPERTY OWNERS AND SHALL NOT CREATE AN UNREASONABLE LEVEL OF NOISE FOR ADJACENT PROPERTY OWNERS. POOLS, HOT TUBS, AND SAUNAS SHALL BE FENCED FOR SAFETY PURPOSES. ABOVE GROUND POOLS ARE PROHIBITED

SECTION 6 FLAGPOLES. FREESTANDING FLAGPOLES ARE NOT ALLOWED. DECORATIVE OR SEASONAL FLAGS MUST BE MOUNTED ON THE MAIN RESIDENTIAL DWELLING AND SHALL NOT EXCEED THE ROOF LINE OF THE MAIN RESIDENTIAL DWELLING.

SECTION 7: GAZEBOS AND GREENHOUSES. ARCHITECTURAL COMMITTEE APPROVAL IS REQUIRED PRIOR TO THE CONSTRUCTION OF ANY GAZEBO OR GREENHOUSE. ANY GAZEBO OR GREENHOUSE MUST BE AN INTEGRAL PART OF THE LANDSCAPE PLAN AND MUST NOT OBSTRUCT ANY ADJACENT PROPERTY OWNER'S VIEW

SECTION 8: **MAILBOXES.** ALL MAILBOXES SHALL BE UNIFORM IN APPEARANCE, HEIGHT AND LOCATION FOR EACH LOT THROUGHOUT THE SUBDIVISION AND SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION OR REPLACEMENT.

ARTICLE VIII

ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY ON ANY KIND, SHALL BE KEPT OR MAINTAINED ON AN PART OF THE PROPERTY OR IN ANY DWELLING EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT OR MAINTAINED, PROVIDED THAT THEY ARE NOT KEPT OR MAINTAINED FOR COMMERCIAL PURPOSES, THAT THEY DO NOT CREATE A NUISANCE (IN THE JUDGMENT OF THE ARCHITECTURAL COMMITTEE), SUCH AS BUT WITHOUT LIMITATION, BY NUMBER, NOISE, ODOR, DAMAGE, OR REFUSE, AND FURTHER PROVIDED THAT THEY ARE KEPT AND MAINTAINED IN COMPLIANCES WITH ALL CURRENT LAWS AND ORDINANCES. IN NO EVENT SHALL MORE THAN TWO DOGS AND OR TWO CATS BE REGULARLY KEPT ON ANY LOT, AND ALL PETS SHALL BE CONFINED TO THE OWNER'S LOT OR ON A LEASH IF OUTSIDE THE OWNER'S LOT. DOG KENNELS, MAY BE OF CHAIN LINK CONSTRUCTION, SHALL BE A MAXIMUM OF 150 SQUARE FEET IN SIZE, AND PLACED A MINIMUM OF 15 FEET FROM THE BOUNDARY LINE WITH A NEIGHBORING LOT AND SHALL BE SCREENED WITH VEGETATION.

ARTICLE IX

EXTERIOR LIGHTING. EXTERIOR LIGHTING SHALL BE CONSERVATIVE IN DESIGN AND AS SMALL IN SIZE AS IS REASONABLY PRACTICAL IN ORDER TO MINIMIZE GLARE SOURCES TO NEIGHBORS AND OTHER HOMEOWNERS. LIGHTING FOR WALKWAYS GENERALLY MUST BE DIRECTED TOWARD THE GROUND. ANY DEVIATION FROM THE AFOREMENTIONED GUIDELINES REQUIRES ARCHITECTURAL APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

ARTICLE X

RESERVED DECLARANT RIGHTS. DECLARANT RESERVES DEVELOPMENT RIGHTS TO ADD REAL ESTATE TO THE PROPERTY, TO ADD COMMON AREA, TO RECOMBINE LOTS WITHIN THE PROPERTY, TO IMPOSE SUPPLEMENTAL CONDITIONS AND RESTRICTIONS AND CHANGES UPON NEWLY ANNEXED PROPERTY INCLUDING, WITHOUT LIMITATION, CHANGES IN LOT AND BUILDING SIZE SUBJECT TO APPROVAL OF ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PROPERTY.

ARTICLE XI

TERM. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE ON WHICH THIS DECLARATION AND AGREEMENT IS FILED FOR REGISTRATION IN THE REGISTER OF DEEDS, AFTER WHICH PERIOD SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIOD OF TEN (10) YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT ANY SUCH INSTRUMENT MUST BE RECORDED WITHIN A SIX MONTH PERIOD PRECEDING THE END OF THE TWENTY-FIVE (25) YEAR PERIOD OR A TEN (10) EXTENSION PERIOD.

ARTICLE XII

ENFORCEMENT. ENFORCEMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OF THE SUBDIVISION, BUT THE DECLARANT, THE ARCHITECTURAL COMMITTEE OR ANY LOT OWNER SHALL ALSO HAVE THE RIGHT TO BRING ENFORCEMENT PROCEEDINGS. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES, OR BOTH. THE PREVAILING PARTY IN ANY ENFORCEMENT PROCEEDING SHALL BE ENTITLED TO RECOVER FROM THE ADVERSE PARTY A REASONABLE SUM FOR REIMBURSEMENT FOR ATTORNEY'S FEES AND COURT COSTS INCURRED IN ENFORCING OR DEFENDING MATTERS RELATED TO THESE COVENANTS IN AN AMOUNT TO BE DETERMINED BY THE COURT.

ARTICLE XIII

SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR ANY PART THEREOF BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE FAILURE OF ANY PERSON OR PERSONS TO TAKE ACTION TO ENFORCE THE VIOLATION OF ANY OF THESE COVENANTS AND RESTRICTIONS SHALL NOT BE CONSTRUED AS A WAIVER OF ANY ENFORCEMENT RIGHTS AND SHALL NOT PREVENT THE ENFORCEMENT OF SUCH COVENANT OR COVENANTS IN THE FUTURE.

IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS INSTRUMENT ON THIS THE DAY AND YEAR FIRST ABOVE WRITTEN.

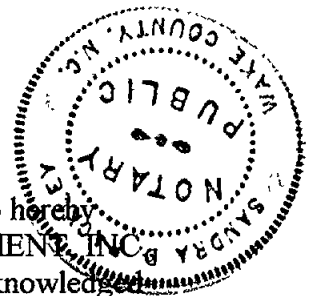
DECLARANT:
TRI SOUTH DEVELOPMENT, INC.

BY: William I. Shankle
WILLIAM I. SHANKLE, PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public of the aforesaid County and State, do hereby certify that WILLIAM I. SHANKLE, President of TRI SOUTH DEVELOPMENT, INC. a North Carolina Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp, this 10th day of December 10, 2002.



Sandra D. Laikley
Notary Public

My commission expires August 17, 2004

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Laura M. Riddick
Register of Deeds
Wake County, NC



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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



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

North Carolina - Wake County

The foregoing certificate____ of _____

Sandra D. Rackley

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

Laura M. Riddick, Register of Deeds

By: Frederick C. Baymon
DEPUTY
Assistant/Deputy Register of Deeds

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