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WAKE COUNTY, NC 473
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 10/15/2007 AT 13:55:40

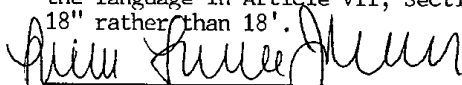
WAKE COUNTY, NC 402
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 02/28/2006 AT 13:21:27

BOOK:012792 PAGE:00771 - 00780

BOOK:011836 PAGE:02183 - 02191

Prepared By & Hold for:
 Senter, Stephenson, & Johnson, PA
 WCR Box #175

*This document is being re-recorded to correct
 the language in Article VII, Section 5, to
 18" rather than 18'.



Linda Funke Johnson, Attorney

NORTH CAROLINA
 WAKE COUNTY

**DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS FOR
 KINGS RIDGE**

THIS DECLARATION, made and entered into this 28th day of February, 2006, by **DEB DEVELOPMENT SERVICES, INC.**, a North Carolina Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner and developer of that certain tract or parcel of land more particularly described as Lots 1 through 74 inclusive of **KINGS RIDGE**, excluding Lots 69 and 70, as the same are shown on map and survey recorded in Book of Maps 2006, Page 379-380, Wake County Registry; and any future lots created for this subdivision;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said **KINGS RIDGE**, for Declarant to subject said lots as referenced herein above to the following Protective Covenants;

AND WHEREAS, it is in the best interest of the Declarant and to the benefit, interest, and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of the property be established;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and duties herein contained, Declarant, with the consent and joinder of Lot Purchaser, does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and which shall inure to the benefit of each Owner thereof.

**ARTICLE I
 DEFINITIONS**

SECTION 1. "Association." shall mean and refer to Kings Ridge Homeowners Association, Inc., its Successors and/or Assigns.

SECTION 2. "Owner." shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties." shall mean and refer to that certain real property, as shown on map recorded in Book of Maps 2006, Page 379-380, Wake County Registry, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the provisions of Article V hereunder.

SECTION 4. "Sign Easement." shall mean all real property (including the improvements thereto) owned by the Association for the common use of the Owners. The Sign Easement to be owned by the Association will be shown on maps subsequently recorded showing additions to the Properties as contemplated pursuant to the provisions of Article VI hereunder.

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SECTION 5. "Lot," shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Sign Easement.

SECTION 6. "Declarant," shall mean and refer to DEB Development Services, Inc. and its successors and/or Assigns.

SECTION 7. "Common Expense" shall mean and include:

- (A) All sums lawfully assessed by the Association against its members;
- (B) Expenses of the common area and administration, maintenance, repair, or replacement of the Sign Easement Area.
- (C) Expenses declared to be common expenses by the provision of this Declaration or the Bylaws;
- (D) Hazard, Liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase;
- (E) Ad valorem taxes and public assessment charges lawfully levied against common areas;
- (F) Expenses agreed by the members to be common expenses of the Association.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENT OF ENJOYMENT. Every owner shall have a right and easement of enjoyment for access, ingress, and egress from and to public streets, walkways and parking areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) the right of the Association to suspend the voting right of an Owner for any period during which any assessment against his Lot remains unpaid;
- (B) the right of the Association to suspend the voting right of an Owner for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (C) the right of the Association to dedicate or transfer all or any part of the Sign Easement to any public agency, authority or utility for recreational or other purposes as are allowed by and subject to all applicable governmental ordinances; provided that no such dedication or transfer shall be effective unless approved by local governmental authority having jurisdiction over same, and unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. TITLE TO THE SIGN EASEMENT. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Sign Easement to the Association free and clear of all encumbrances and liens, except utility and storm drainage easements.

SECTION 3. PARKING RIGHTS. The Association may regulate the parking of boats, trailers, and other such items on the Sign Easement.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to these Covenants shall be a member of the Kings Ridge Homeowners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A member (s) shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a.) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b.) On January 1st, 2016.

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ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to the sign easement shall be shared equally by the owners of each Lot.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Sign Easement, including any maintenance, repair, and reconstruction of private streets, driveways, walks and parking areas situated on the Sign Easement, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the Sign Easement, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Sign Easement, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping, and any other major expense for which the Association is responsible, and such other needs as may arise.

SECTION 3. RESERVES. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

SECTION 4. WORKING CAPITAL FUND. The Association shall establish and maintain a working capital fund. The purpose of the fund is to establish available funds for the initial expenses of the Association and to financially strengthen the association against unforeseen expenses. Such working capital fund is to be established out of a \$100 surcharge due at the lot sale closing date of both initial purchases and subsequent resales. Amounts paid into this fund shall not be considered advance payment of regular assessment.

SECTION 5. ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant, the maximum annual assessment shall be One Hundred and Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner by Declarant, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by up to ten (10%) of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase allowed in Section 5(a) above by a vote of one-third (1/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice stating the purpose of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum assessment and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 6. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Sign Easement, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting.

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SECTION 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5 AND

6. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 8. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly, or monthly basis as determined by the Board of Directors.

SECTION 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots other than those owned by the original Declarant on the first day of the month following the recordation of this Declaration of Covenants, Conditions, and Restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 12. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE V
ANNEXATION OF ADDITIONAL PROPERTIES**

- (A) Additional land may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved.
- (B) Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, except as provided herein above in Paragraph (A).
- (C) Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to subparagraph (A) above (and by the Association if pursuant to Subparagraph (B) above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions therein. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of annexation by the Declarant, no action or consent on the part of the Association or any other person or entities shall be necessary to accomplish the annexation except the County of Wake if required by its ordinances.

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- (D) Subsequent to recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common area is developed.

ARTICLE VI ARCHITECTURAL CONTROL

SECTION 1. COMMITTEE. No building, fence, wall, or any other structure shall be commenced, erected, placed, maintained or altered on any premises in said development, nor shall any exterior addition to or change or alteration therein be made until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval by said Board or its designated committee will not be required and this Article will be deemed to have been fully complied with; provided that notwithstanding the above, all such matters must be in full compliance with local governmental ordinances and regulations.

ARTICLE VII BUILDING AND USE

SECTION 1. USE. No lot shall be used except for residential purposes, provided that with local governmental approval, Declarant or its assigns may use a Lot for a community water system or recreational facility to benefit all Lot Owners in the subdivision. Furthermore, Declarant may maintain a Sales/Operations trailer or similar facility and may approve location of a construction trailer for a builder's use while any builder has a house under construction within the subdivision. No structure of a temporary character; i.e.; a house trailer, tent, basement, shack, garage, barn or other accessory building may be used at any time as a residence. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 2. BUILDING SPECIFICATIONS. Materials approved for building are brick, fiber cement or stone or masonry stucco. Mobile homes, log homes, earthen or underground homes, shell homes, modular homes, pre-cut, pre-assembled and packaged homes or similar type buildings are expressly prohibited on any lot, except that Declarant, its successors or assigns, may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled. The minimum heated areas, excluding porches, garages, and basement square footage, shall not be less than 2000 square feet for ranch style dwellings; 2300 square feet for story and a half dwellings; and 2400 square feet for two-story buildings. All dwellings are required to have at least two car attached garages. The construction of dwellings and approved improvements shall be completed within twelve (12) months after construction has begun which date is determined by the issuance of a permit by Wake County, if applicable. Declarant may grant variances for fifteen (15%) percent more or less for deviations due to error or inadvertence. No structure shall be erected or allowed to remain on any lot except one (1) single family dwelling of not more than two and one-half (2 ½) stories in height (excluding any basement, which may be occupied by a single family together with an apartment to be occupied by a member of the same family or domestic servants). No dwelling shall be erected or permitted to remain on any Lot nearer to the street, side and rear lines than those Wake County Minimum Building Setback Limits as shown on the recorded plat of the subdivision. All other buildings, structures, and recreational facilities shall be located only in accordance with local governmental ordinances and regulations. No window air conditioning units shall be installed so as to be visible from any street or recreational area. In the event that any dwelling or approved structure is damaged or destroyed, by whatever source, any debris remaining shall be removed within 120 days and the structure shall be restored or repaired within 365 days. In the event of a total loss of the structure, owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed or strawed.

SECTION 3. MAINTENANCE. Each owner shall keep his building site free of all tall grass, undergrowth, dead trees, trash and debris. In the event an Owner does not properly maintain his Lot as above provided, in the opinion of the Architectural Committee, then the Committee may have the required work done and the costs thus incurred shall be paid by the Owner. Such Committee cost shall be a lien on the Lot to which attributable. All garbage, trash and other refuse shall be deposited temporarily in covered receptacles located at the rear of the dwelling. It shall be the duty of each owner to have his or her garbage removed on at least a weekly basis. No garbage shall be burned on any lot nor may any lot be used as a dumping area. During construction, builders shall keep the building site free of trash and debris and shall provide their employees and agents with portable toilet facilities. If, in the opinion of the Declarant, a lot is being maintained in violation of the above standards, Declarant or its designee may, at the expense of the owner, have such conditions corrected. During construction

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of driveways or other land disturbing activities undertaken for landscaping purposes on lot or street right-of-way in front of lot, the lot owner undertaking such activity shall be responsible for installing erosion control devices, if needed, to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lakes and natural water courses. These devices shall be constructed and maintained in accordance with the then current county erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right of way, ditches or slopes of street destroyed during construction activity shall be replaced by the lot owner responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation without prior written approval of the Declarant

SECTION 4. FENCE/WALLS. Before the addition of a fence or wall on the property the location and type of fence or wall must be indicated on a copy of the property survey and submitted in writing to the Board of Directors for approval. It is required that all fencing be constructed of wood or wrought iron. The fence/wall cannot be constructed any closer to the front road than the rear line of the dwelling. Only fences with a maximum height of six (6) feet will be approved.

SECTION 5. ACCESSORIES/OUTBUILDINGS/POOLS. All requests for accessories, outbuildings or pools must be submitted in written form to the Board of Directors for approval. The request must include the nature, kind, shape, height, materials, and location of the structure indicated on a copy of the property survey. Only in-ground pools will be approved. Materials and colors used must be like those of the main structure on the property (appropriate siding and shingle roof). The structure cannot be forward of the front line of the main dwelling. The location of the structure must adhere to the Wake County Minimum Building Setbacks. Under no circumstances shall metal or plastic storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby. No outdoor poles, clotheslines or similar equipment shall be erected. No satellite dish which exceeds 18" in width, or other communications reception or transmitting tower shall be placed or erected on any Lot. Builder shall provide and install on each Lot a mailbox, the specifications for which shall be uniform throughout the subdivision, and said specifications must be adhered to for any replacement mailbox that may be erected by an Owner. Garden statuary or yard art such as lamps, lights, benches, fountains, arches or stone walls must be consistent with the general scheme of the neighborhood and shall not be erected unless approved by the declarant. No fuel tanks, or similar storage receptacles may be exposed to view and must be installed only within the main dwelling house, within another approved structure or buried underground in a safe and approved container.

SECTION 6. DRIVEWAYS AND PARKING. Each lot shall have one driveway from the street to each house including the parking area. Location of such driveway shall be approved in writing by the Declarant and shall not be installed without having obtained a NCDOT permit. The driveway shall be concrete, or other material approved by declarant. Such pavings shall be completed simultaneously with completions of the dwelling. Adequate off-street parking shall be provided by the owner of each lot for the parking of the licensed automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. No mobile homes or truck cargo trailer shall be placed or maintained upon any lot. Boats, trucks over 1 ton, campers, motor homes and trailers may not be parked or permitted to remain on the street or in front of any dwelling, nor may they be parked elsewhere on a lot unless for a maximum period of 48 hours while being loaded or unloaded for use or in the case of motor homes and campers for a maximum period of two weeks for use by visiting guests. No junked, dismantled, abandoned, wrecked or inoperable motor vehicle, or parts thereof, shall be allowed to remain on the property. Only motorized vehicles duly licensed by the state of North Carolina to be operated on the public streets and highways shall be operated within the subdivision or maintained or kept on the lots or premises. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any Lot or street within said subdivision except those vehicles delivering building materials to develop or improve the Lots within the subdivision or to carry furniture for any homeowner within said subdivision. No heavy equipment, earth-moving equipment, trade materials, inventories or farm machinery shall be parked or stored on any Lot or street at any time except for equipment engaged by the Declarant or homebuilder for the development and improvement of the Lots in the subdivision.

SECTION 7. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets which are not dangerous may be kept provided they are not kept, bred or maintained for commercial purposes. The household pets must be kept and contained on owner's property by invisible fencing, structural fencing or on a leash. No dog pens are allowed. No person shall keep, permit or cause the keeping of animals otherwise permitted which habitually or frequently make sounds, cries or utterances as may disturb the quiet, comfort or repose of any person within the subdivision.

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ARTICLE VIII EASEMENTS

SECTION 1. All of the properties, including Lots and Sign Easement, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Sign Easement conveyed to it, such further easements as are requisite for the convenience, use, and enjoyment of the properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Sign Easement, now or hereafter owned by the Association, for the purpose of construction of improvements with the properties.

SECTION 2. All Lots shall be subject to easements for the encroachments constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and down spouts and walls. Easements are reserved for the installation of utilities and drainage facilities on, over and under the front ten (10) feet, the rear ten (10) feet of each lot and five (5) feet on each side lot line. Within these easements, no structure, planting, fence 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 alter the direction of flow of drainage channels in said easements, or which may obstruct or impede the flow of water through said channels in said easements. Declarant further reserves an easement over the front twenty feet and rear twenty feet of each lot for landscaping purposes wherein the Declarant may, in its discretion, plant grass, shrubs or trees, regrade, contour or install rip-rapp from landscaping and conservation purposed. The easement areas of each lot shall be maintained continuously by the lot owner, except for the improvements for which a public authority or utility may be responsible. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery and do necessary grading within that area.

SECTION 3. An easement is hereby established over the Sign Easement and facilities for the benefit of applicable governmental agencies, public utility companies, and public service agencies as necessary for setting, removing and reading of meters, replacing, and maintaining water, sewer, and drainage facilities, electrical, telephone, gas, and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency, and rescue activities and law enforcement activities.

SECTION 4. Each lot in the subdivision shall be subject to an easement of five (5) feet from its front, side and rear property lines to accommodate such underground services as electricity, telephone, cable television, natural gas, water, and sewer lines or other facilities to service the needs of said Lot Owner as they may from time to time be available to said Lot including the installation of street lighting which may impose continuing monthly or annual expenses to the Owner of each Lot. Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer.

SECTION 5. All lot owners shall be subject to monthly charges as approved by the proper public authorities for water and sewer for domestic usage should such services become available in the future.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind to the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

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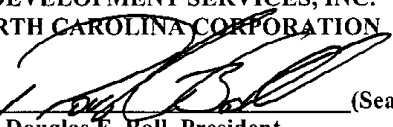
SECTION 4. FHA/VA APPROVAL. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration:

1. Annexation of additional properties;
2. Dedication of Sign Easement; and
3. Amendment of this Declaration of Covenants, Conditions, and Restrictions.

SECTION 5. GOVERNING STATUTES. Declarant by this instrument, notwithstanding the above, does hereby indicate that the property hereinabove described, is subject to the North Carolina Planned Community Act, currently codified as Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time. In the event of a conflict between the provisions of this declaration and the bylaws, the declaration prevails except to the extent the declaration is inconsistent with Chapter 47F of the North Carolina General Statutes.

IN TESTIMONY WHEREOF, DEB DEVELOPMENT SERVICES, INC. has caused this instrument to be executed in its corporate name by its President and sealed with its corporate seal, by authority of its Board of Directors, as of the day and year first above-written.

**DEB DEVELOPMENT SERVICES, INC.
A NORTH CAROLINA CORPORATION**

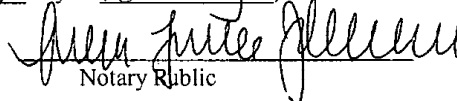
BY:  (Seal)
Douglas E. Ball, President

**NORTH CAROLINA
WAKE COUNTY**

I, Linda Funke Johnson, Notary Public for the State of North Carolina, County of Wake, certify that **Douglas E. Ball** personally came before me this day and acknowledged that he is **President of DEB DEVELOPMENT SERVICES, INC., a North Carolina Corporation** and that he as President, being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or self, this 28th day of February, 2006.

My Commission Expires: 10-21-2008


Notary Public

(SEAL)



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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 _____

_____ 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: _____
Assistant/Deputy Register of Deeds

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BOOK:012792 PAGE:00771 - 00780

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

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