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Wake County, NC 481
Laura M Riddick, Register Of Deeds
Presented & Recorded 06/11/2002 16:00:15
Book : 009451 Page : 00190 - 00201

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and entered into as of this 17th day of APRIL, 2002 by **THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF NORTH CAROLINA STATE UNIVERSITY**, an entity created and existing pursuant to N.C.G.S. §116-36, its successors and assigns.

All capitalized terms not otherwise defined in this Declaration of Restrictions shall have the definitions set forth in the Ground Lease as defined below, or, as applicable, in the Declaration of Condominium as defined below.

DEFINITIONS

"Association"	The association of owners of Units in the North Shore, Lake Raleigh - Centennial Campus, a condominium.
"Common Elements"	The "Common Elements" of the Condominium as defined in the North Carolina Condominium Act, Chapter 47, North Carolina General Statutes (the "Act") as of the date of the recordation of this Declaration of Restrictions
"Condominium"	The condominium to be formed on the Premises and which is to be named "North Shore, Lake Raleigh - Centennial Campus, a condominium."
"Condominium Declarant"	Developer and any person who succeeds to any Special Declarant Rights as defined in Section 47C-1-103(23) of the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes.
"Declaration of Condominium"	The Declaration of Condominium to be recorded by Developer in the Wake County Public Registry and any amendments or supplements thereto creating the Condominium.
"Declaration of Restrictions"	This Declaration of Restrictions for the Premises.
"Developer"	NORTH SHORE, L.L.C., a Virginia limited liability company doing business as NORTH SHORE RALEIGH, L.L.C., the developer and builder of the Buildings and improvements on the

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	Premises or any portion thereof, its successors and assigns.
“Ground Lease”	The document entitled “Amended and Restated Ground Lease between the Board of Trustees of the Endowment Fund of North Carolina State University and North Shore, L.L.C.” dated <u>APRIL 17</u> , 2002.
“Declarant”	THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF NORTH CAROLINA STATE UNIVERSITY, an entity created and existing pursuant to N.C.G.S. § 116-36, the owner of the real property within the Premises and the owner of certain property on the adjacent Centennial Campus.
“Occupant”	Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees. “Person” herein shall mean a natural person, corporation, partnership, limited liability company, trust or other legal or commercial entity, or any combination thereof.
“Premises”	The real property particularly described as the “Premises” on <u>Exhibit A</u> .
“Unit Owner(s)” or “Owner(s)”	The Person or Persons, including Condominium Declarant, owning a leasehold interest in a Unit
“Unit”	The “Unit(s)” in the Condominium as defined in the Act and as designated for separate ownership or occupancy by the Declaration of Condominium.
“University”	The NORTH CAROLINA STATE UNIVERSITY, its successors and assigns.

STATEMENT OF PURPOSE

- A. Declarant is the owner of the real property within the Premises and portions of the adjacent Centennial Campus.
- B. The University has been allocated the use of portions of the adjacent Centennial Campus by the State of North Carolina.
- C. Declarant intends to lease the real property to Developer so that Developer can create the Condominium by filing the Declaration of Condominium in the Wake County Public Registry.
- D. Declarant desires to declare and establish, for the benefit of Declarant and Declarant’s adjacent property and the University and the adjacent property allocated to the University by the

State of North Carolina, certain restrictions for the purpose of ensuring the orderly development and operation of the Condominium on the Premises.

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby grants and declares that the Premises are hereby made subject to terms and restrictions for the benefit of Declarant and the University and their respective successors and assigns and shall be deemed covenants running with the title to the Premises or any portion thereof:

1. Restrictions on Use of Premises and Units. The Premises are hereby made subject to this Declaration of Restrictions; provided, however, that the terms and restrictions of this Declaration shall only be applicable to such portion(s) of the Premises as are from time to time subjected to a Declaration of Condominium recorded in the Wake County Public Registry by the Condominium Declarant, its successors and assigns. Upon the recording of the Declaration of Condominium or any amendment thereto by Condominium Declarant, its successors or assigns, subjecting portion(s) of the Premises to the Declaration of Condominium, the terms and restrictions of this Declaration shall immediately become applicable to such portion(s) without recording any additional documents. The following restrictions apply to the Premises, each Unit and the Common Elements:

1.1 The Units shall be occupied and used by Unit Owners and Occupants for residential purposes only and no trade or business may be conducted in or from any Unit, except that a Unit Owner or Occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Premises; (iii) the business activity does not involve persons coming onto the Premises who do not reside in the Premises or door-to-door solicitation of residents of the Premises; and (iv) the business activity is consistent with the residential character of the Premises and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Premises.

In addition to the foregoing, each Unit Owner and Occupant shall comply with all applicable rules, regulations and policies of the University. Failure to comply shall be grounds for action by the University and/or Declarant for recovery or damages, injunction or other relief. Information regarding the University's rules, regulations and policies is available on the University's Website. Questions regarding the rules, regulations and policies of the University should be directed to the office of the Director of Real Estate for the University, P.O. Box 7230, 2 Watauga Club Drive, Raleigh, NC 27695-7230, or such other location as the University may notify the Association in writing.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section.

This section shall not apply to any activity conducted by the Condominium Declarant or a builder approved by the Declarant or the Association with respect to its development and sale of the Premises or its use of any Units which it owns within the Premises.

1.2 No sign of any kind shall be displayed to the public view from any Unit or from the Common Elements or Limited Common Elements or any part of the Condominium, except that one customary "For Sale," "For Rent" or "For Lease" sign shall be allowed per Unit, not to exceed six (6) square feet in area, for periods not to exceed six (6) months. The Condominium Declarant shall be exempt from this restriction with regard to signs marketing the Units for sale.

1.3 No retail establishment from which goods, products or merchandise are sold or leased directly to consumers may be operated on the Premises or from any Unit, except, in the event that a recreational center is established upon the Premises, limited concierge services and rentals shall be permitted from such recreational center.

1.4 No wholesale establishment in which goods, products or merchandise are stored on the Premises for sale or lease to persons who are intermediaries between the producer and the consumer may be operated on the Premises or from any Unit.

1.5 No manufacture, assembly, fabrication, processing of goods or materials may be operated on the Premises or from any Unit.

1.6 No health institution such as a medical, dental or optical clinic which provides for the care or treatment of or testing for physical, emotional or mental injury, illness or disability may be operated on the Premises or from any Unit.

1.7 No warehousing or storage of goods or materials other than for use or consumption on the premises may be operated on the Premises or from any Unit.

1.8 The window panes in the windows in each Unit shall not be removed, except temporarily for cleaning, and any broken or damaged window pane shall be replaced promptly by and at the expense of the Unit Owner.

1.9 Any window treatment placed on any window or doorway which is visible from outside of a Unit shall have a white or neutral backing or a white or neutral sheer curtain shall be placed behind the window treatment.

1.10 No animals, pets, livestock or poultry of any kind shall be raised, bred or kept upon the Premises except as expressly stated in this subparagraph. The maximum allowable number of household pets which may be kept in a Unit by an Occupant is three (3) (with the exception of fish and birds), which number may be exceeded only if the pets are the newborn to three-month-old offspring of those same three (3) household pets, which offspring shall not have been bred for

commercial purposes. No Unit Owner or Occupant shall keep as pets any animals which would violate any applicable governmental regulations, laws or ordinances concerning endangered species or any other animals or any pets which are dangerous, a nuisance, excessively bark or unreasonably disturb other Unit Owners or Occupants. Pets shall be curbed in a designated area upon the Premises, and each Unit Owner or Occupant shall be responsible for immediately removing and disposing of all waste deposited by his or her pet from such designated area. No pet shall be permitted outside unless confined on a leash or within a fenced courtyard.

1.11 No noxious, offensive or illegal activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein which will create loud noises or offensive odors or which will otherwise be an annoyance or nuisance to owners of the Units or any portion thereof.

1.12 Trash, garbage and other waste shall be kept in household sanitary containers within each Unit or its fenced courtyard, and disposed of in the common trash receptacles in the Buildings or other designated areas on the Premises. No trash or garbage shall be kept or stored on patios, balconies or terraces.

1.13 The Units and all Common Elements shall at all times be maintained in a first class condition and the external appearance of the Units and the Common Elements shall not be altered without Declarant's prior written approval.

1.14 No Unit shall be rented by the Unit Owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than one hundred eighty (180) days or (ii) any rental if the Occupants of the Units are provided customary hotel services. Other than the foregoing restrictions, the Unit Owners shall have the right to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration of Restrictions, each permitted lease shall lease an entire Unit, shall be in writing, and shall be subject to this Declaration of Restrictions and any rules or regulations made applicable to the Premises pursuant to the Declaration of Restrictions, and any failure of the lessee to comply with the terms of such documents or requirements shall be a default under the lease. A Unit Owner shall be liable for the defaults of his lessee under this Declaration of Restrictions or any rules or regulations promulgated pursuant to this Declaration of Restrictions. All leases shall be in writing and the Unit Owner shall, upon the written request of Declarant, promptly provide the Declarant with the name and address of each lessee, the Unit rented, and the term of the lease.

1.15 Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Association. No Unit Owner or Occupant shall permit anything to be done to or kept in his Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse, or destruction) to or in his Unit or the Common Elements.

1.16 Other than materials used in their normal course, exclusively for residential purposes, and in accordance with the manufacturer's recommendations and directions, no hazardous materials or hazardous wastes shall be stored or disposed on the Premises or in any Unit. For purposes of this subparagraph, hazardous material or hazardous waste shall mean any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, petroleum or petroleum-derived substance or waste (regardless of specific gravity), or any constituent or decomposition product of any such pollutant, material, substance or waste, including, but not limited to, any hazardous substance or constituent contained within any waste (including without limitation solid waste) and any other pollutant, material, substance or waste regulated under or as defined by any present and/or future federal, state and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements, or permits, issued, promulgated, approved or entered thereunder by any government authority relating to pollution or protection of human health or the environment.

1.17 No Unit Owner or Occupant, except Condominium Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements or make any modifications to Units which shall impair the structural strength of the Units or the Common Elements without the Declarant's prior written approval, except for seasonal decorations, which are hereby permitted subject, however, to any rules, regulations or policies of the University.

1.18 No Unit Owner or any employee, agent, or invitee of any Owner, shall park, store or keep any vehicle on the Premises except wholly within designated parking areas, and in particular shall not block any entrances, drive aisles, or fire lanes. No Unit Owner or Occupant shall engage in any activity which, although otherwise permitted under this Declaration of Restrictions, results in a consistent increased burden upon the parking areas located upon the Common Elements or any property surrounding or neighboring the Premises.

1.19 No Unit Owner or Occupant shall violate any terms of the Ground Lease which are made applicable to Unit Owners and Occupants by the terms of the "Unit Owner Ground Lease Addendum" found at Exhibit M to the Ground Lease.

1.20 No interest in any Unit may be subjected to a time share program, as that term is defined in N.C.G.S. § 93A-41(10).

1.21 Total electrical usage in any Unit shall not exceed the capacity of the circuits for that Unit as labeled on the circuit breaker boxes, and no electrical device causing overloading of the standard circuits may be used in any Unit without permission of the Board of Directors of the Association. All clothes dryers will have lint filters, and all stove hoods will have grease screens, and such screens and filters shall be used at all times and kept clean, and in good order and repair, by the Owner of the Unit in which they are located.

2. Campus Law Enforcement Agencies. The Premises, the Units and the Common Elements are made subject to the jurisdiction of the North Carolina State University Public Safety Officials pursuant to the provisions of Section 116-40.5 of the North Carolina General Statutes and pursuant

to the provisions of this Declaration of Restrictions and each Unit Owner and Occupant, their tenants, subtenants, invitees, guests, heirs, successors and assigns, shall comply with all applicable rules and regulations promulgated by the University's Public Safety Officials.

3. **Compliance with Declarations, Bylaws, Rules and Regulations.** Each Unit Owner and Occupant of the Unit, their tenants, subtenants, invitees and guests shall comply with all applicable provisions of the North Carolina Condominium Act, Chapter 47, North Carolina General Statutes (the "Act"), this Declaration of Restrictions, the Bylaws of the Association and the Articles of Incorporation of the Association, as amended. Failure to comply shall be grounds for action by the University and/or the Declarant for recovery of damages, injunction or other relief.

4. **Compliance with Declarant's and University's Rules, Regulations and Policies.** Each Unit Owner and Occupant of a Unit, their tenants, subtenants, invitees, guests, heirs, successors and assigns shall comply with the University's rules, regulations and policies. Amendments to the University's rules, regulations and policies may be adopted and amended from time to time by the Declarant and the University. The purchase of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration of Restrictions and any rules, regulations and policies which may be adopted as set forth herein are accepted and ratified by such Unit Owner or Occupant, and the further agreement that such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were made a part of each and every ground lease assignment or lease. Failure to comply shall be grounds for action by the University, the Declarant, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other legal or equitable relief.

5. **Conditions and Restrictions.** The conditions and restrictions set forth herein are conditions and restrictions burdening the Premises and the Units and are appurtenant to and benefiting Declarant, University and the adjacent Centennial Campus as more particularly described above and shall run with the title to such Premises and Units and be enforceable by and against the Unit Owners or Occupants of the Premises, the Units or any portion thereof, and their respective heirs, successor and assigns as well as their respective tenants, subtenants, invitees and guests by Declarant and/or the University and their successors and assigns. The rights granted herein will, in no event, be construed to create any right in or for the benefit of the general public.

6. **Covenant Against Liens.** A Unit Owner will promptly pay and discharge, or cause to be paid and discharged on or before the due date any claim or obligation which if not paid or discharged would result in a lien on such Unit Owner's Unit which would have priority over this Declaration of Restrictions. If any such claim or obligation is not promptly paid or discharged, the Declarant shall have the right to pay and discharge such obligation, in which event the Declarant shall then be subrogated to the rights of the person for whom such payment was made and shall be vested with all the rights and remedies of such person.

7. **Enforcement; Lien.** Though damages would be difficult to measure, the failure of the Unit Owners, Occupants and/or the Association to abide by the terms, covenants and restrictions contained in this Declaration of Restrictions would result in irreparable damage to the Declarant and

the University, and their reputations. Accordingly, Declarant and University, during the term of this Declaration of Restrictions, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any such restrictions, conditions, covenants, reservation, liens or charges, either to restrain violation thereof or to recover damages therefor. Declarant and the University shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration of Restrictions and any duly authorized rules and regulations governing the Condominium against the Association. Notwithstanding the foregoing, the default of any Unit Owner or the Association of any provision of this Declaration of Restrictions shall be remedied by enforcement action taken only against the defaulting party, and such default shall not be deemed a cross-default of all Unit Owners upon the Premises or the Association or the Premises, as applicable.

In addition, the Association shall exercise its power of enforcement hereunder in order to maintain a first class development in appearance and quality, and it shall, upon the request of Declarant or University, enforce any restriction, condition, covenant, reservation, lien or charge contained in this Declaration of Restrictions that has been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves and grants to the University, and their respective successors and assigns, the right and easement, but not the obligation, to go upon any portion of the Common Elements or in the Units upon reasonable notice in order to repair and maintain such Common Elements and/or Units where needed, in Declarant's or the University's sole but reasonable discretion, to bring such Common Elements and/or Units within the standards required by Declarant or the University, as applicable. Should Declarant or the University, as applicable, go upon the Common Elements and/or Units to perform maintenance and repairs for such purpose, the Association or the Unit Owner, as applicable, shall reimburse Declarant in full for the cost of such maintenance and repairs, together with an administrative charge as determined by Declarant or the University not to exceed fifteen (15%) of such cost upon receipt of a statement for such cost from Declarant. Failure by Declarant, University or the Association to enforce any restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other rights which Declarant or the University may have at law or in equity, if a party subject to the terms of this Declaration of Restrictions fails to honor a monetary obligation owed hereunder, such monetary obligation shall accrue interest from the date which is ten (10) days following the date which such party receives a request for payment (plus reasonable evidence of the obligation) at the annual rate equal to the lesser of: (i) the highest rate of interest permitted by the laws of North Carolina, or (ii) the prime rate of Bank of America (or its successor), plus three percent (3%) (i.e., three hundred (300) basis points), from and after the expiration of such ten (10) day period; and the breaching party shall pay reasonable attorneys' fees and court costs incurred by the Declarant or the University for collection of any such unpaid statement.

Any and all costs incurred by the Declarant or the University shall constitute a lien on the breaching party's property (which is benefitted or burdened hereby) from the date such costs are incurred. The Declarant or University may bring an action at law or equity against the breaching party to foreclose the lien against the breaching party's property and all interest, costs and attorneys' fees related to such action and/or foreclosure shall be added to the amount due the Declarant or University.

All rights, remedies and privileges granted to the Declarant or the University pursuant to any terms, provisions, covenants or condition of the Declaration of Restriction shall be cumulative, and the exercising of any one or more shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. The Declarant and the University shall have the right, but not the obligation, to enforce the rights, remedies and privileges afforded them under this Declaration of Restriction, their rules and regulations, and any other applicable law, regulation or policy.

8. **Termination.** Unless otherwise canceled or terminated, this Declaration of Restrictions and all the restrictions, rights and obligations created hereby shall continue from the date hereof until the earlier of the following; (i) the termination of the Ground Lease pursuant to the terms of that document and termination of all leases with each of the Unit Owners, or (ii) such time as all the Unit Owner(s) and the Declarant record a termination agreement in the Wake County Public Registry.

9. **Modification, Amendment and Release.** Any provision of this Declaration of Restrictions may be released, subordinated, modified, rescinded or amended, in whole or in part, only with the written consent of the Declarant and the University. All Unit Owners and Occupants of all or any portion of the Premises are hereby put on notice that this Declaration of Restrictions may be released, subordinated, modified, rescinded or amended without the necessity of obtaining any such Unit Owner's consent.

10. **Governing Law; Severability.** The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Declaration of Restrictions. If any provision of this Declaration of Restrictions shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

11. **Notice.** All notices and other communications hereunder shall be in writing and shall be deemed duly given three (3) days following the date such notice or other communication is personally delivered, mailed by certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other equivalent overnight courier to the receiving party's then current address.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be executed on the day and year first above written.

THE BOARD OF TRUSTEES OF THE ENDOWMENT
FUND OF NORTH CAROLINA STATE UNIVERSITY

By: 
Name: GEORGE WORSLEY
Title: TREASURER

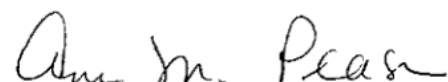
[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, ANN M. PEASE a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGE WORSLEY, TREASURER of **THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF NORTH CAROLINA STATE UNIVERSITY**, an entity organized pursuant to N.C.G.S. §116-36 personally came before me this day and acknowledged that he is TREASURER of **THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF NORTH CAROLINA STATE UNIVERSITY**, and that by authority duly given and as the act of the Board, the foregoing instrument was signed and sealed in its name by GEORGE WORSLEY, TREASURER of **THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF NORTH CAROLINA STATE UNIVERSITY**, by authority given and as the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 17th day of April, 2002.


Notary Public

My Commission Expires:

4-2-2005



EXHIBIT A

Lying and being in Wake County, North Carolina, and being more particularly described as follows:

BEING all of that certain tract or parcel of land designated as Lot 1, containing 15.40 acres according to plat of survey entitled "Recombination Plat of North Shore Tracts, Survey for Board of Trustees of the Endowment Fund of North Carolina State University" prepared by Ballentine Associates, P.A., dated September 15, 2000, and revised on January 10, 2001, and recorded in Book of Maps 2001, Page 285, Wake County Registry.

TOGETHER WITH an undivided interest in all rights, title, interests and appurtenances set forth in favor of Grantee in that certain "Easement, Exhibit A-1, University REA" by and among the State of North Carolina, as Grantor, and The Board of Trustees of the Endowment Fund of North Carolina State University, as Grantee, recorded in Book 7676, Pages 532-534, Wake County Registry.

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 Ann M. Pease

____ 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: Michael D. Blake
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
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