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WAKE COUNTY, NC 752
LAURA M RIDDICK
REGISTER OF DEEDS
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After Recording Return To: Box 39 Attn: Hope Derby Carmichael
Jordan, Price, Wall, Gray Jones & Carlton, PLLC

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DOGWOOD RIDGE II

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by DOGWOOD RIDGE II HOMEOWNERS ASSOCIATION, INC. ("Association") and the owners of lots in the Dogwood Ridge II Subdivision ("Lot Owners"),

WITNESSETH THAT:

WHEREAS, the original Declarant, MJK Developments, Inc., caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Dogwood Ridge II in Book 8007, Page 35 in the Wake County Registry, (hereinafter, "Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration provides that such Declaration may be amended at this time by an instrument approved by not less than ninety percent (90%) of the Lot Owners and certified by the Board of Directors for the Association. This amendment shall become effective upon recordation of this amendment in the Wake County Registry; and

WHEREAS, the Property subject to the original Declaration and to this Amended and Restated Declaration described hereinafter is located in White Oak Township, Wake County, State of North Carolina; and

WHEREAS, the Property is a planned unit development approved by the appropriate governmental authorities of the Town of Apex, North Carolina, now known as Dogwood Ridge II; And

WHEREAS, in accordance with such approved planned unit development, the original Declarant developed Dogwood Ridge II in phases as a residential development; and

WHEREAS, the Association and lot owners, by and through this Amended and Restated Declaration desire to impose pursuant hereto, easements, covenants, conditions and restrictions upon all of the Property,

NOW, THEREFORE, the Association and Lot Owners hereby declare that all of the Property described hereinafter shall be held, sold and conveyed subject to the following amended and restated easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, and that the original Declaration of Covenants, Conditions and Restrictions for Dogwood Ridge II shall be amended as follows:

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ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Dogwood Ridge II Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 2. "Bylaws" shall mean the duly adopted bylaws of the Association, as may be amended from time to time.

Section 3. "Board of Directors" shall mean the elected body governing the Association as provided by North Carolina corporate law.

Section 4. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Property" shall mean and refer to that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Section 6. "Common Area" shall mean those certain portions of the Property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including any recreational facility or area, landscaping, parks or trails. The Common Area shall be identified and described on any recorded subdivision maps of the Property.

Section 7. "Lot" shall mean and refer to any numbered or lettered 'plot of land shown upon any recorded subdivision map of the Property which is intended for residential purposes, including those intended for detached and attached residential structures.

Section 8. "Lot in Use" shall mean and refer to any Lot on which a residential structure has been fully constructed and is being or to be occupied as a residence.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Declarant" shall mean and refer to MJK DEVELOPMENTS, LLC, a North Carolina limited liability company, its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose in the transfer thereof.

Section 11. "Landscaped Rights-of-Way" shall mean the medians and other areas within street rights-of-way within the Property that are to be initially landscaped and improved by the Declarant and conveyed by the Declarant to the Association and, thereafter, maintained by the Association in accordance with this Declaration.

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Section 12. "Entry Features" shall mean those portions of the Common Area upon which permanent identification signs or monuments shall be initially installed and erected by Declarant at the various entrances of Dogwood Ridge II, and upon conveyance of such portions of the Common Area to the Association, the Entry Features shall be maintained by the Association in accordance with this Declaration.

Section 13. "Class A Lots" shall mean all those lots which are described in Exhibit B attached hereto and incorporated herein by reference.

Section 14. "Class B Lots" shall mean all those lots which are described in Exhibit C attached hereto and incorporated herein by reference.

Section 15. "Phase 4 Committee" shall mean that committee of the Board of Directors for the Association as more particularly described in the Bylaws.

Section 16. "Cameron Park Committee" shall mean that committee of the Board of Directors for the Association as more particularly described in the Bylaws.

ARTICLE II PROPERTY

The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association and each Owner subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration,

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and right of ingress and egress over the Common Area, which rights 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 permit the use of and to charge reasonable admission and other fees for the use of any of the recreational facilities which constitute a portion of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any of the recreational facilities which constitute a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, in accordance with its Articles of Incorporation and

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Bylaws, to borrow money for the purpose of improving the Common Area and its facilities, and in aid thereof to deed in trust the Common Area, which lien of such deed of trust shall be subject to the rights and easements of every Owner created herein. However, the Association shall not be authorized to borrow any sum of money without the affirmative consent of sixty-seven percent (67%) of the entire membership of the Association;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded; and

(e) the right of the Association to formulate, publish, impose and enforce rules and regulations for the use and enjoyment of the Common Area, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Subject to Section 1 above, any Owner may delegate, in accordance with the Bylaws, his rights of use and enjoyment in and to the Common Area, to the members of his family, his lawful tenants, or contract purchasers who reside on such Owner's Lot, and to his guests, invitees and licensees.

Section 3. General Easements and Associated Undertakings. All of the Property, including Lots and Common Area, shall be subject to such easements for private roads or drives, public streets, water lines, sanitary sewers, storm drainage facilities, gas lines, cable communication transmission, telephone and electric power lines and other public utilities, whether above or below ground, as shall be established by the Declarant, by its predecessor in title prior to the subjecting of the Property to this Declaration, or as shown on any recorded subdivision map of any portion of the Property. The Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. Sight easements, if any, as may be shown upon any recorded subdivision map of the Property are hereby reserved by the Declarant.

An easement is hereby established for the benefit of the Town of Apex and any agency or utility performing any of the following services over all Common Area and over an area of all Lots within the Property five (5) feet from the curb line of any street or roadway established within the Property hereby or hereafter established for the setting, removal and reading of water and electricity meters, the maintenance and replacement of water, electricity, sewer and drainage facilities. In addition thereto, an easement is hereby established over all of the Property for the benefit of the Town of Apex and all other agencies and personnel performing any of the following duties and services for the fighting of fires, mail delivery, collection of garbage, ambulance services and police protection.

Section 4. Temporary Construction Access and Disturbance Easement. An easement over, through and to the Common Area is hereby reserved, conveyed and established in favor of Declarant and all Owners of any Lot to be used for purposes of ingress, egress, regress, conduct

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of construction activity, storage of construction materials, the necessary disturbance of land for construction on any Lot, and installation of driveways, sidewalks, underground drainage and utility conduits and hookups. This easement shall be used only as and when necessary to facilitate the construction of improvements at any time on a Lot by Declarant or Owner as well as the extension of driveways, sidewalks, underground drainage and utility conduit and hookups to any residential dwelling structure situated on a Lot. In using and taking the benefits of said easement, Declarant or its designate and the Owners shall use their best efforts to minimize any soil or land disturbance activities, and shall restore the land to a condition which is graded smooth and in harmony with surrounding areas. Should Declarant, its designate or an Owner fail to restore the disturbed land as required above, the Association may restore the land to the required condition and Declarant, its designate or Owner, as the case may be, shall indemnify the Association for the reasonable expense incurred in performing such restoration. Where any Owner shall seek to take advantage of the easement herein conveyed, such Owner's rights of use shall be restricted to that Common Area which shall be reasonably servient and proximate to his Lot. Anything in the foregoing to the contrary notwithstanding, every Owner shall obtain the approval of the Architectural Control Committee before commencing any construction as required in Article VI of this Declaration.

Section 5. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except public streets, private roads or drives, utility easements and any use restrictions of record, including this Declaration, upon completion by Declarant of the initial improvements thereto.

Section 6. Club Association and Club Declaration. Each Owner, by virtue of ownership of a Lot and membership in the Association, shall also be a non-voting member of Olive Chapel Swim and Tennis Club, Inc. (the "Club Association") and entitled to the benefits of, and subject to the restrictions of, that certain Declaration of Covenants, Conditions and Restrictions for Olive Chapel Swim and Tennis Club recorded in Book 6811, Page 258, Wake County Registry, as made applicable to the Property by virtue of those certain Resolutions recorded in Book 8007 Page 32, Wake County Registry, which collectively are incorporated herein by this reference (collectively the "Club Declaration"). Such non-voting membership in the Club Association is mandatory for each Owner and is provided for in Article X, Section 9 of the Club Declaration. In connection therewith, Declarant hereby acknowledges that it has waived its right, pursuant to Article X, Section 8 of the Club Declaration, to expand Dogwood Ridge (as defined therein) and make such additional Lots subject to the Club Declaration. The Association shall be responsible for collection of all assessments due from each Owner pursuant to the Club Declaration, and the annual assessments due the Club Association pursuant to the Club Declaration shall be included within and paid and collected as a part of the annual assessments set forth in this Declaration. Each Owner of a Lot, by virtue of acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms of the Club Declaration.

Section 7. Landscaped Rights-of-Way and Entry Features. At all times during the term

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of this Declaration, the Association shall maintain and/or improve Landscaped Rights-of-Way and Entry Features created within the Property in a manner at least comparable to the initial creation and construction thereof.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

Section 2. The Association shall have the following two classes of voting membership:

Class A:

Class A Members shall be all Owners of Lots within the boundaries of the real property described in Exhibit B attached to this Amended and Restated Declaration and incorporated herein by reference, which lots are commonly referred to as the Phase 4 section of Dogwood Ridge II. Each Class A Member shall be entitled to one vote for each Lot owned. When more, than one person holds an interest in any such 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 or a fractional vote be cast with respect to any Lot.

Class B:

Class B Members shall be all Owners of Lots within the boundaries of the real property described in Exhibit C attached to this Amended and Restated Declaration and incorporated herein by reference, which lots are commonly referred to as the "Cameron Park" section of Dogwood Ridge II. Each Class B Member shall be entitled to one vote for each Lot owned. When more, than one person holds an interest in any such 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 or a fractional vote be cast with respect to any Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, 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: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs and reasonable attorneys' 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, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment

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fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

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 Property and for the improvement and maintenance of the Common Area, for the establishment of adequate reserves for the replacement of capital improvements, if any, located within the Common Area, payment of insurance premiums for contracts of hazard and liability insurance on the Common Area and payment of local ad valorem taxes or governmental charges, if any, on the Common Area, maintenance of Landscaped Rights-of-Way, Entry Features and landscape easement areas and to pay assessments owed by the Owners to the Club Association. The Association shall cooperate and coordinate with the Club Association with respect to the inclusion of the annual assessment due the Club Association within the amount of the budgeted annual assessment established hereunder and upon collection thereof, the payment thereof by the Association to the Club Association. It shall be expressly understood that, due to differences which may exist with respect to the plan of development for the Class A Lots and Class B Lots, there are common expenses which are unique to the Lots in the Phase 4 section (Class A) and the Cameron Park Section (Class B) of Dogwood Ridge II. Therefore, the Association shall levy assessments at separate rates for the Class A Lots and the Class B Lots.

Section 3. Maximum Annual Assessment. The maximum annual assessment for a Class A Lot for the calendar year 2005 shall be Three Hundred Sixty Dollars (\$360.00) per Lot. The maximum annual assessment for a Class B Lot for the calendar year 2005 shall be Three Hundred Sixty Dollars (\$360.00) per Lot.

- (a) From and after January 1, 2006, the maximum annual assessment for either Class A or Class B Lots may be increased by the Association each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote by the Members.
- (b) From and after January 1, 2006, the maximum annual assessment for either Class A or Class B Lots may be increased above ten percent (10 %) by a vote of two-thirds (2/3) of the appropriate and affected class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Class A Members shall be entitled to vote only with respect to such increases in annual assessments for Class A Members and Class B Members shall be entitled to vote only with respect to such increases in annual assessments for Class B Members.
- (b) The "Phase 4 Committee" of the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum for all Class A Lots. The "Cameron Park Committee" of the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum for all Class B Lots.

Section 4. Special Assessments 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

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of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, however, any such assessment shall have the assent of two-thirds (2/3) of the votes of each appropriate and affected class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members of the affected Class of Member not less than thirty (30) days nor more than sixty (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 appropriate and affected 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment Within a Particular Class. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by each class of Member and annual assessments may be collected on a monthly or quarterly basis. Special assessments may be collected on a monthly or quarterly basis. Notwithstanding anything in the foregoing to the contrary, the Association shall have the power, right and authority to issue a special assessment against any Lot and its Owner if such Owner shall fail to reimburse the Association or the Declarant, as the case may be, pursuant to the provisions of Article IX, Section 11 of this Declaration.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence and shall be due and payable as to all Lots on the first day of the month following the platting of record of such Lot and shall continue on the first day of each calendar year thereafter. Such amount due and payable on the first day of each such calendar year shall be as set forth and established pursuant to Section 3 of this Article. The first annual assessment applicable to a Lot shall be adjusted according to the number of months remaining in the calendar year. There shall be paid at the time of the initial sale of each Lot by the Owner acquiring such Lot an amount equivalent to at least two (2) months' assessments in order to provide a working capital fund for the initial months of the Association's and the Club Association's operations. For the purpose of establishing such working capital fund, a sale by Declarant to a purchaser who intends solely to acquire such Lot in order to construct a residential dwelling structure thereon for resale purposes shall not be considered the initial sale; provided, however, the sale at which time a Lot shall become a Lot in Use shall be considered the initial sale for such purpose. Amounts paid into such fund shall be in addition to and shall not be considered as advance payment of any portion of the annual assessment.

The "Phase 4 Committee" of Board of Directors shall fix the amount of the annual assessment against each Class A Lot at least thirty (30) days in advance of each annual assessment period. The "Cameron Park Committee" of the Board of Directors shall fix the amount of the annual assessment against each Class B Lot at least thirty (30) days in advance of each annual

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assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be as previously set forth herein, unless otherwise established by the respective committee of 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 8. 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 ten percent (10.0 %) per annum and shall be subject to a late charge of Twenty Five and No/100 Dollars (\$25.00) per month. The Association may bring an action at law against the Owner personally obligated to pay the same for such delinquent assessment, interest, late charges, costs and reasonable attorneys' fees of any such action, or foreclose the lien against the Lot. For purposes of this Section 8, the amount of delinquent assessment, plus accrued interest and late charges, shall be considered evidenced by this Section 8 and, therefore, evidence of indebtedness shall exist hereby. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. 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.

ARTICLE VI INSURANCE

Section 1. Ownership of Policies. Contracts of insurance upon the Common Area shall be purchased by the Association for the benefit of the Association and its mortgagees, if any, as their interests may appear. The Association may reevaluate its coverage from time to time and may provide, subject to Section 2 of this Article, for such insurance coverage as it deems appropriate.

Section 2. Coverage. All improvements and personal property included in the Common Area shall be insured in an amount equal to at least one hundred percent (100%) of their insurable replacement value as determined annually by the Association with the assistance of the insurance company underwriting the coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect thereto. In addition, the Association shall acquire and maintain in full force and effect a policy of insurance which insures against any public liability arising out of its ownership of the Common Area and the use and operation thereof with limits of liability therefor of not less than One Million Dollars (\$1,000,000.00) per occurrence, and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage

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as the Association shall from time to time determine to be desirable and necessary or as may be required by the Federal Housing Authority, Veterans Administration or Federal National Mortgage Association. Such policies shall contain clauses providing for waiver of subrogation, if possible.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to at least one-half (1/2) the annual assessment plus reserves accumulated.

Section 4. Premiums. Premiums for contracts of insurance purchased by the Association shall be paid by the Association and charged ratably to the Owners as an assessment according to the provisions of Article IV above.

Section 5. Proceeds. All contracts of insurance purchased by the Association shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear, and the Owners, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein.

Section 6. Distribution of Insurance Proceeds. Proceeds of contracts of insurance received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficiary or beneficiaries thereof in the following manner:

- (a) The proceeds shall be paid first to defray the cost of reconstruction and repair of casualty or liability so covered.
- (b) Any expense of the insurance trustee may be paid from proceeds after payment of reconstruction or repair expenses or liability. Any proceeds remaining thereafter shall be distributed to the beneficiary or beneficiaries of the trust.

ARTICLE VII ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. General. Anything contained in this Declaration which may be construed to the contrary notwithstanding, no tree removal, site preparation on any Lot or change in grade or slope of any Lot or erection of buildings or exterior additions or alterations to any building situated upon the Property or erection of or changes or additions in fences, hedges, walls and other structures, or construction of any swimming pools or other Improvements, shall be commenced, erected or maintained on any Lot until the applicable architectural control committee appointed as hereinafter provided (the "Architectural Control Committee"), has approved the plans and specifications therefor and the location of such Improvements.

Section 2. Composition. There shall be two Architectural Control Committees: the "Phase 4 Architectural Control Committee" and the "Cameron Park Architectural Control Committee." The "Phase 4 Architectural Control Committee" shall be responsible for review of all

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applications for improvements, changes or additions submitted in accordance with Section 1 of this Article which applications are submitted by owners of Class A Lots. The "Cameron Park Architectural Control Committee" shall be responsible for review of all applications for improvements, changes or additions submitted in accordance with Section 1 of this Article which applications are submitted by owners of Class B Lots.

The "Phase 4 Committee" of the Board of Directors shall annually appoint the members of the Phase 4 Architectural Control Committee, which will be composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about the Association's concern for a high level of taste and design standards within the Phase 4 section of Dogwood Ridge II. The "Cameron Park Committee" of the Board of Directors shall annually appoint the members of the Cameron Park Architectural Control Committee, which will be composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about the Association's concern for a high level of taste and design standards within the Cameron Park section of Dogwood Ridge II.

In the event of the death or resignation of any member of either Architectural Control Committee, the remaining members of the Architectural Control Committee, shall have full authority to designate and appoint a successor. No member of any Architectural Control Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or willful misconduct of such member) arising out of services performed pursuant to this Declaration.

Section 3. Procedure. No Improvement of any kind or nature shall be erected, remodeled or placed on any Lot until all plans and specifications therefor and a site plan therefor have been submitted to and approved in writing by the appropriate Architectural Control Committee, as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and facing of main elevation with respect to nearby streets;
- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces;
- (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and drainage arrangement;
- (iv) location of all trees having a diameter of ten (10) inches or greater which are proposed for removal; and
- (v) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the respective Architectural Control Committee(s), or matters in which the Architectural Control Committee(s) have been vested with the authority to render a final interpretation and decision.

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With respect to the initial Improvements to be constructed on a Lot, the final plans and specifications required hereunder shall include a site plan with building footprints showing distance of the Improvements from the Lot boundaries and location of all trees having a diameter of ten (10) inches or greater proposed for removal from locations other than within such footprint and the driveway to be constructed, and shall include construction drawings showing exterior elevations and a schedule of exterior materials and color scheme. For Improvements other than initial Improvements, the detail of the plans and specifications required therefor shall be as determined necessary by the applicable Architectural Control Committee based on the circumstances of the proposed Improvements. Final plans and specifications for all Improvements proposed to be constructed on a Lot shall be submitted in duplicate to the appropriate Architectural Control Committee for approval or disapproval. Both Architectural Control Committees are authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the appropriate Architectural Control Committee, one complete set of plans and specifications will be retained by the Architectural Control Committee and the other complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or his designated representative. Such plans and specifications as are so retained by the Architectural Control Committee shall be kept and considered as strictly confidential and shall be utilized to monitor and insure compliance therewith and for no other purpose. If found not to be in compliance with these covenants, conditions and restrictions, or if found to be otherwise unacceptable to the Architectural Control Committee pursuant hereto, one set of plans and specifications shall be returned to the Lot Owner marked "Disapproved", accompanied by a reasonable statement of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being so unacceptable. Any modification or change to the Architectural Control Committee approved set of plans and specifications must again be submitted to the appropriate Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing.

Each Architectural Control Committee may, but shall not be so required, from time to time, publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied in regard to the Lots within a particular Class and shall carry forward the spirit and intention of these covenants, conditions and restrictions. Although the Architectural Control Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, the Architectural Control Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins, if any, shall supplement these covenants, conditions and restrictions and are incorporated herein by reference.

Section 4. Jurisdiction. Each Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any Improvements on a Lot within its particular Class which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

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Section 5. **Enforcement.** Each Architectural Control Committee and/or the Association shall have the specific, nonexclusive right (but not obligation) to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained in this Article.

Section 6. **Definition of "Improvement".** The term "Improvement" shall mean and include all buildings, storage sheds or areas, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, tennis courts, signs, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement exceeding \$1,000.00 in cost which may not be included in any of the foregoing. The definition of Improvement does not include shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. The definition of Improvements does include both original Improvements and all later changes to Improvements.

Section 7. **Failure of the Architectural Control Committee to Act.** If the appropriate Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) days after submittal thereof, it shall be conclusively presumed that the Architectural Control Committee has approved such conforming plans and specifications and other submittals. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 8. **Limitation of Liability.** Neither the Architectural Control Committee nor the members thereof nor Declarant shall be liable in damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence, except for gross negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 9. **Miscellaneous.** No member of either Architectural Control Committee shall be entitled to compensation for services performed pursuant to this Article. The Association shall reimburse members of the Architectural Control Committee(s) for reasonable out-of-pocket expenses.

ARTICLE VIII USE RESTRICTIONS

Section 1. **Rules and Regulations.** The Phase 4 Committee of the Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Class A Lot and the Common Area within the boundaries of the property described in Exhibit B attached hereto and incorporated

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herein by reference. The Cameron Park Committee of the Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Class B Lot and the Common Area within the boundaries of the property described in Exhibit C attached hereto and incorporated herein by reference.

Section 2. Use of Property. No portion of the Property (except for a model home which may be used by a builder for sales purposes and the Common Area) shall be used except for residential purposes incidental or accessory thereto. Each Lot and the Common Area shall be occupied and/or used as follows:

(a) Outside clothes lines shall not be permitted upon any Lot at locations where they can be viewed from any street or an adjacent Lot.

(b) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six (6) square feet (i) advertising the Lot for sale or rent, (ii) advertising the building contractor constructing improvements on the Lot during the initial construction and sales period, or (iii) identifying the sales office and/or model home of a building contractor who owns the Lot; however, the foregoing shall not act to restrict or prohibit Declarant from erecting and maintaining signs and billboards advertising Dogwood Ridge II or portions thereof. Notwithstanding the foregoing, all signs erected and maintained on any Lot must conform with all applicable governmental requirements.

(c) No house trailers shall be permitted on any Lot, with the exception of a trailer which may be used during the period of initial construction on a Lot, which shall be moved immediately upon the completion of such construction. Boats, trailers, campers, not including those attached to the body of a truck, tents or temporary buildings shall not be permitted on any Lot except in areas where they can not be viewed from the streets.

(d) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot in an exposed location except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which same is to be used.

(e) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must exceed in height by at least one (1) foot any such tank as may be placed therein.

(f) No exterior antennae, earth satellite station or dish, microwave dish or other similar improvement may be constructed, placed or maintained on any Lot without the prior written consent of the appropriate Architectural Control Committee.

(g) A resident of the residential structure constructed on a Lot engaging in a home occupation therein shall comply with all of the provisions of the Town of Apex Zoning

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Ordinance then applicable thereto and, in addition to any provisions which may be contained therein, no home occupation shall be permitted which generates a significantly greater volume of vehicular traffic or on-street parking than would normally occur within a residential neighborhood.

(h) No Lot and no Improvements thereon may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part thereof) must be for a term of at least sixty (60) days and must provide that the tenant is obligated to observe and perform all of the terms and provisions of this Declaration applicable to such Lot and/or Improvements.

(i) Each Lot shall be used exclusively for single family residential purposes.

Section 3. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot at locations where they can be viewed from any street or upon any portion of the Common Area.

Section 4. Animals and Pets. No stable, poultry house or yard or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Association first had and obtained. However, a reasonable number of household pets as determined by the Board of Directors shall be permitted, provided they are not raised for commercial purposes.

Section 5. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each Owner shall keep and maintain his Lot in a neat, orderly and well kept manner.

Section 6. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 7. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area thereof below that as shown upon any recorded subdivision map of the Property; provided, however, adjustments may be made in the line between any two (2) Lots so long as the area of any Lot is not reduced by more than ten percent (10 %). and so long as all other restrictions herein set forth are observed and such adjustment or recombination is approved by the Town of Apex Planning Department. Upon any recombination of Lots, the setbacks and side line clearances from new Lot lines shall be applicable and setbacks from former Lot lines shall no longer be required. No recombination of Lots may be made in a manner which results in any increase in the number of Lots in excess of and shown on any recorded subdivision map of the Property.

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Section 8. Utilities Easements. Declarant reserves an easement for and the right at any time in the future to grant a right-of-way and easement for the purpose of drainage, underground or above ground installation, repair and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, telephone service, cable services and any other utilities for or to the Lots or Common Areas as may be shown upon any recorded subdivision map of the Property, and over the rear ten (10) feet of each Lot, unless shown otherwise on any recorded subdivision map of the Property. In addition thereto, a storm water drainage easement is hereby reserved and established over the side five (5) feet of each Lot, for the drainage of storm water from streets, the Common Area and from other Lots, unless shown otherwise on any recorded subdivision map of the Property. No structures, plantings or other materials shall be placed or permitted to remain in such storm water drainage easements which may interfere with such drainage or change the direction of the flow, obstruct or retard the flow of surface water through drainage channels which may be constructed within such easements.

Section 9. Erosion Control. During the period of Lot grading and construction of the Improvements thereon and thereafter, each Owner shall exercise and maintain such erosion control measures, including the erection of silt fences, as may be required by the Declarant in order to minimize erosion and runoff. Compliance with the applicable erosion control ordinance shall not constitute automatic approval by Declarant, and Declarant reserves the right to impose requirements and standards in excess of those required by law.

Section 10. Setbacks. Lots shall be subject to setbacks, if at all, as may be shown on any recorded subdivision map of the Property and which are shown thereon as specifically pertaining to and affecting the subject Lot. The Architectural Control Committee which has jurisdiction over a particular Class of Lots is hereby vested with the authority to grant waivers or variances with respect to violations of such setbacks as are imposed hereby; provided, however, with respect to setbacks imposed by municipal authority, nothing herein shall relieve the requirement to comply therewith, such relief being available solely from the municipal authority imposing same.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Declarant 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, Declarant or 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 anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration

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shall run with and bind the Property 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 approved by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument approved by not less than seventy-five percent (75 %) of the Lot Owners. Any amendment must be recorded.

Section 4. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors shall within thirty (30) days, do the following:

- (a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined).
- (b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DOGWOOD RIDGE II

By authority of its Board of Directors, Dogwood Ridge II Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly approved by the Owners of _____ percent of the Lots of Dogwood Ridge II and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Dogwood Ridge II.

This the ____ day of _____, 2____.

DOGWOOD RIDGE II HOMEOWNERS ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By: _____
President

ATTEST: _____
Secretary

- (c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in, the-Wake County Registry. All amendments shall be effective from the date of their recordation in the Wake County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed

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that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

Section 5. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (e) The Association's financial statement for the immediately preceding fiscal year.

Section 6. HUD/VA/FNMA Approval. Notwithstanding anything to the contrary contained in Article IX, Section 3 of this Declaration, Declarant reserves the right to make such changes and amendments to this Declaration as may be required by HUD, VA or FNMA in conjunction with the initial approval of this Declaration by any such entity; provided, however, such right and reservation shall lapse and expire upon the earlier to occur of the initial approval of this Declaration by any of such entities or the closing of the initial loan underwritten, guaranteed or insured by any of such entities which is secured by the lien of a deed of trust encumbering a Lot.

Section 7. Limitation of Town's Liability. The maintenance responsibility of private streets and drives, if any, shall rest with the Association and in no case shall the Town of Apex or any Agency thereof which provides emergency or regular fire, police or other public service to and for the Property, be responsible for failing to provide any such service to the Property or any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of Declarant, the Association or any occupants.

Section 8. Duty of Maintenance. The Owner of each Lot in the Property shall have the duty and responsibility, at such Owner's sole cost and expense, to keep that part of the Property so owned, including Improvements, ground and drainage easements or other rights-of-way incident thereto, in accordance with the terms and provisions of the Declaration and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (1) Prompt removal of all litter, trash, refuse and waste;
- (2) Lawn mowing on a regular basis;

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- (3) Tree and shrub pruning;
- (4) Watering by means of a lawn sprinkler system or hand watering as needed;
- (5) Keeping exterior lighting and mechanical facilities in working order;
- (6) Keeping lawn and garden areas alive;
- (7) Removing and replacing any dead plant material;
- (8) Keeping vacant land well maintained and free of trash and weeds;
- (9) Keeping parking areas and driveways in good repair;
- (10) Complying with all governmental health and police requirements;
- (11) Repainting of Improvements; and
- (12) Repair of exterior damage to Improvements.

Section 9. **Enforcement.** If any such Owner or occupant has failed in any of the duties or responsibilities of such Owner as set forth in Article IX, Section 9 of this Declaration, then the Board of Directors of the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in an official depository of the United States mail, addressed to the party to whom it is intended to be delivered, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, or the Declarant, acting through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or the Declarant in performing such work computed at the highest lawful rate from the date(s) such amounts are expended until repaid to the Association or the Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder and shall reimburse the Association or the Declarant, as the case may be, on demand for such costs and expense (including interest as above provided).

If such Owner shall fail to reimburse the Association or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association or Declarant, the Association may issue a special assessment against such Owner pursuant to Article V, Section 6 of this Declaration. Notwithstanding anything contained in this Section 10 which may be construed to the contrary, maintenance by Declarant or the Association, as the case may be, of the area within the landscape easement created in Article III, Section 8 of this Declaration shall not subject an Owner to any reimbursement obligation or liability hereunder.

Section 10. **OBLIGATION TO IMPROVE PROPERTY AND WAIVER THEREOF.**

IF ANY OWNER (OR ITS SUCCESSORS OR ASSIGNS) OF A LOT DOES NOT, WITHIN TWO (2) YEARS AFTER CONVEYANCE OF TITLE TO SUCH LOT FROM DECLARANT, BEGIN THE CONSTRUCTION OF A PERMANENT RESIDENCE ON SUCH LOT AND WHICH IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE,

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DECLARANT SHALL HAVE AN OPTION (BUT NOT AN OBLIGATION) TO REPURCHASE SUCH LOT FOR A CASH PRICE EQUAL TO THE PURCHASE PRICE PAID TO DECLARANT FOR SUCH LOT.

THIS OPTION TO REPURCHASE MUST BE EXERCISED IN WRITING WITHIN SIX (6) MONTHS AFTER THE EXPIRATION OF THE ABOVE-REFERENCED TWO (2) YEAR PERIOD. CLOSING OF THE REPURCHASE SHALL TAKE PLACE WITHIN NINETY (90) DAYS AFTER THE EXERCISE OF THE OPTION TO REPURCHASE AND SHALL BE HELD AT THE OFFICE OF THE DECLARANT. THE SUBJECT LOT SHALL BE RECONVEYED TO DECLARANT BY GENERAL WARRANTY DEED SUBJECT ONLY TO THE EXCEPTIONS TO TITLE INCLUDED IN THE DEED FROM DECLARANT TO THE PURCHASER OF SUCH LOT FROM DECLARANT AND SUCH OTHER EXCEPTIONS, IF ANY, AS DECLARANT MAY SPECIFICALLY APPROVE IN WRITING AT THE CLOSING OF SUCH SALE.

WHEREFORE, the President and Secretary of the Association have hereunto affixed their certification for the purpose of enacting the foregoing Amended and Restated Declaration.

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CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DOGWOOD RIDGE II

By authority of its Board of Directors, Dogwood Ridge II Homeowners Association, Inc.
hereby certifies that the foregoing instrument has been duly approved by the Owners of 90.8
percent of the Lots of Dogwood Ridge II and is, therefore, a valid amendment to the existing
covenants, conditions and restrictions of Dogwood Ridge II.

This the 2 day of November, 2005

DOGWOOD RIDGE II HOMEOWNERS ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By:

President

ATTEST:

Vincent M. Lisiga
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

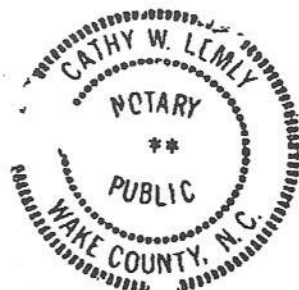
I, Cathy W. Lemly, a Notary Public of the County and State aforesaid, certify that
Vincent M. Lisiga, personally came before me this day and acknowledged
that she/he is Secretary of Neuse Crossing Homeowners Association, Inc., a North Carolina
corporation, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its name by its President and attested by her/him as its Secretary.

Witness my hand and official stamp or seal, this 2 day of November, 2005.

Cathy W. Lemly
Notary Public

My commission expires:

9-11-10



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Exhibit A - Property

BEING ALL of Tracts 4, 4A and 4B, containing a total of 45.650 acres, as shown on that plat of survey recorded in Book of Maps 1997, Page 1159, Wake County Registry.

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Exhibit B – Class A Lots – “Phase 4”

BEING ALL of that real property as shown on plat of Dogwood Ridge Subdivision, Phase 4, recorded in Book of Maps 1999, Page 1583 and on Book of Maps 2001, Page 921, Wake County Registry.

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Exhibit C – Class B Lots – “Cameron Park”

Tract 1: BEING ALL of Lots 151 through 164, inclusive, as shown on plat of Cameron Park Subdivision, Phase 6, Section 2, recorded in Book of Maps 2000, Page 1148, Wake County Registry.

Tract 2: BEING ALL of 103 though 106, inclusive; Lot 135, 136, 142, 143 and 144, all as shown on plat of Cameron Park Subdivision, Phase 5, Section 1, recorded in Book of Maps 2000, Page 1614, Wake County Registry.

Tract 3: BEING ALL of Lot 134 as shown on plat of Cameron Park Subdivision, Phase 5, Section 2, recorded in Book of Maps 2000, Page 1615, Wake County Registry.

Tract 4: BEING ALL of that real property as shown on plat of Cameron Park Subdivision, Phase 8B, Section 1 recorded in Book of Maps 2001, Pages 2330 and 2331.

Tract 5: BEING ALL of that real property as shown on plat of Cameron Park Subdivision, Phase 8A recorded in Book of Maps 2000, Page 1267.

Tract 6: BEING ALL of lot 189 and 190 as shown on plat of Cameron Park Subdivision, Phase 7, Section 2 recorded in Book of Maps 2001, Page 155.

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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**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
25 # of Pages

22.004-1/20/06