Hold - Joslin & Searcy

BK1579PG0854

NORTH CAROLINA
000084
WAKE COUNTY

89 OCT -6 AM 10:20
REGISTER OF DEEDS
WAKE COUNTY

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS OF WOODS OF TIFFANY BOOK OF MAPS 1989, PAGE 110, WAKE COUNTY REGISTRY

THIS FIRST AMENDMENT TO THE DECLARATION OF WOODS OF TIFFANY, Phase 1, Sections 1, 2, and 3, made and entered into this 1st day of June, 1989, by B.A.R., INC. OF RALEIGH, a North Carolina corporation, hereinafter referred to as "B.A.R.", and WOODS OF TIFFANY HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as "Association", parties of the first part, and the undersigned persons, firms, and corporation now owning lots in the Woods of Tiffany Subdivision, parties of the second part;

W I T N E S S E T H :

WHEREAS, B.A.R. has previously subjected the 8[illegible] lots known as Woods of Tiffany Subdivision, Phase 1, Sections 1 and 2, to certain covenants by way of a Declaration recorded in Book 3589, Page 241, Wake County Registry, which Declaration has further been incorporated by reference thereto into deeds for Section 3 of said subdivision; and

WHEREAS, B.A.R. has conveyed to the Association the title to the permanent common open spaces (P.C.O.S.) as shown on plats recorded in Book of Maps 1985, Page 2114 and 2115, and in Book of Maps 1989, Page 110, Wake County Registry; and

WHEREAS, B.A.R. has conveyed a total of 32 individual lots in the three phases of said Subdivision to various owners; and

WHEREAS, Article XI, Section 3, of said Declaration provides that the Declaration may be amended by a written instrument signed by the owners of not less than 75% of the Lots in said Subdivision; and

WHEREAS, the parties hereto, are the owners of more than 75% of the lots included in and subjected to the Declaration of Covenants, recorded in Book 3589, Page 241, said Registry; and

WHEREAS, the owners thereof now desire to amend said Declaration in manner and form as follows:

1. Article IX, Section 6, is hereby rewritten as follows:

"Section 6. Setback Requirements. All dwellings constructed on public streets shall have a front setback of 40 feet. Dwellings constructed on all other single family lots shall have a front setback of 25 feet from private road or driveway. Dwellings constructed on all lots shall be set 10 feet from the side lines and 10 feet from the rear line, unless a greater setback distance is shown on a recorded plat of said lot. Open porches and decks shall not be deemed to be in violation of said setback requirements. Dwellings constructed on corner lots shall be 20 feet from any public or private road. The Declarant retains the authority to waive minor violations of such setback requirements by a written statement recorded in the Wake County Registry. All violations not in excess of 20% of the setback requirements shall be deemed minor."

IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals to this First Amendment to the Declaration of Woods of Tiffany, Phase 1, Section 1, 2, and 3, on the day and year first above written.

B.A.R., INC. OF RALEIGH
Owner of 51 Lots

By: _____
President

B.A.R. INC. OF RALEIGH CORPORATE SEAL North Carolina

ATTEST:

_____
Secretary

WOODS OF TIFFANY HOMEOWNERS ASSOCIATION, INC.
Owner of P.C.O.S. Lots

By: _____
President

ATTEST:

_____
Secretary

Hold for John M. Davis

BK5392PG0683

NORTH CAROLINA

WAKE COUNTY

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS OF WOODS OF TIFFANY BOOK OF MAPS 1989, PAGE 110, WAKE COUNTY REGISTRY

THIS SECOND AMENDMENT TO THE DECLARATION OF WOODS OF TIFFANY, made and entered into this 1ST day of OCTOBER, 1992, by and between the undersigned OWNERS OF LOTS IN WOODS OF TIFFANY SUBDIVISION, hereinafter the "Lot Owners"; and COLONIAL BUILDING COMPANY, INC. OF RALEIGH, hereinafter "Colonial";

W I T N E S S E T H :

WHEREAS, B.A.R., Inc. of Raleigh ("B.A.R.") as owner and developer of the Woods of Tiffany Subdivision has heretofore executed and recorded Covenants and Restrictions for the subdivision in Book 3589, Page 241, Wake County Registry, and Amended in Book 4579, Page 854, said Registry; and

WHEREAS, B.A.R., Inc. of Raleigh has heretofore conveyed Lot 90 of said subdivision to Colonial; and

WHEREAS, Colonial has constructed a house on said lot and has contracted to sell said house and lot, now designated as 1120 Berwyn Way to William B. Sloan and wife, Heidi O. Sloan ("Sloans"); and

WHEREAS, a recent survey of said house and lot for the Sloans, a copy of which is attached hereto marked Exhibit "A", shows that the house has been constructed within approximately 1.5 feet of the rear property line and that the rear deck intrudes over this line, whereas the Covenants and Restrictions for the subdivision provide that all houses shall be 10 feet from the rear line, or 8 feet if granted a waiver of 20%; and

WHEREAS, the Covenants and Restrictions provide in Article XI, Section 3 (Book 3589, Pages 257 and 258) that the same may be amended by vote of three-fourths of the owners of lots in said subdivision; and

PRESENTED FOR REGISTRATION
92 NOV -5 PM 3:34
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

000344

WHEREAS, the four phases of the Woods of Tiffany subdivision contain a total of 115 lots, and the parties who have executed this Amendment to said Covenants represent the owners of _____ lots in said subdivision, or more than three-fourths of the total number of lots; and

WHEREAS, the parties hereto are of the opinion that their properties would not be adversely affected by permitting the house on Lot 90 as now constructed to remain in its present location;

NOW, THEREFORE, in consideration of the payment of One Hundred Dollars by Colonial to the Homeowners, the receipt of which is hereby acknowledged by the Association, the parties hereto adopt this Second Amendment to the Declaration of Covenants for the Woods of Tiffany Subdivision as recorded in Book 3589, Page 241, Wake County Registry, as follows:

1. A new Section 7 to be added to Article IX, as follows:

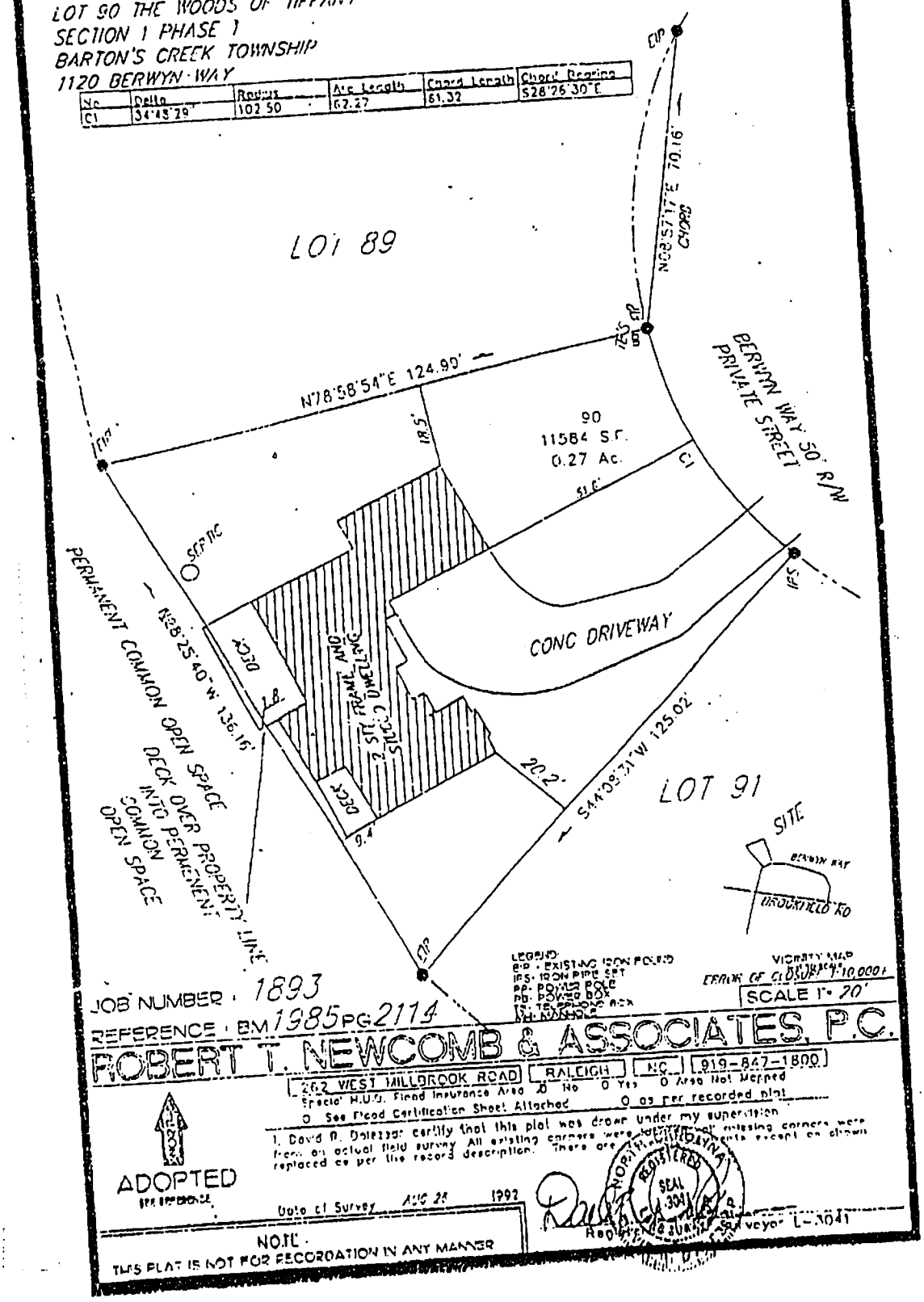
"Section 7. Notwithstanding the setback requirements of this Article, the house on Lot 90, of Section 1, Phase 1, of Woods of Tiffany, Book of Maps 1985, Page 2114, and shown on the plat attached hereto entitled "Survey for the Residence of William B. Sloan and Heidi O. Sloan", prepared by Robert T. Kewcomb & Associates, P.C., dated August 26, 1992, as now constructed is hereby relieved of compliance with the rear-yard setback requirements of this Article. This provision shall not be deemed to authorize any future additions to said house that would encroach into the areas restricted by setback requirements."

SURVEY FOR THE RESIDENCE OF:
WILLIAM B. SLOAN AND HEIDI O. SLOAN

WAKE COUNTY, NORTH CAROLINA

LOT 90 THE WOODS OF TIFFANY
SECTION 1 PHASE 1
BARTON'S CREEK TOWNSHIP
1120 BERWYN WAY

No	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	34°48'29"	102.50	62.27	61.32	S28°26'30"E



LEGEND:
EIP - EXISTING IRON PIPE FOUND
IPS - IRON PIPE SET
PP - POWER POLE
PB - POWER BOX
TP - TELEPHONE POST
MH - MANHOLE

VICINITY MAP
ERROR OF CLOSURE 1:10,000+
SCALE 1" = 20'

JOB NUMBER: 1893
REFERENCE: BM 1985 PG 2114

ROBERT T. NEWCOMB & ASSOCIATES, P.C.
262 WEST MILLBROOK ROAD | RALEIGH | NC | 919-847-1800

Special H.U.D. Flood Insurance Area: O No O Yes O Area Not Mapped
O See Flood Certification Sheet Attached O as per recorded plat

I, David R. Dolezal certify that this plat was drawn under my supervision from an actual field survey. All existing corners were located or existing corners were replaced as per the record description. There are no visible encroachments except as shown.

ADOPTED

Date of Survey: AUG 28 1992

NOTE:
THIS PLAT IS NOT FOR RECORDATION IN ANY MANNER

NORTH CAROLINA REGISTERED SEAL L-3041

Registered Land Surveyor L-3041

PRESENTED FOR REGISTRATION
OCT 31 2 55 PM 85
BY

NORTH CAROLINA

WAKE COUNTY

DECLARATION OF COVENANTS FOR THE WOODS OF TIFFANY

THIS DECLARATION, made on the date hereinafter set forth by B.A.R. INC. OF RALEIGH, a corporation organized under the laws of North Carolina, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Leesville Township, Wake County, North Carolina, and more particularly described as follows:

> 105 acres, more or less, lying on the north side of State Road 1830, and as shown on plats of the property of B.A.R. Inc. of Raleigh, recorded in Book of Maps 1985, Pages 693 and 694, Wake County Registry. Said property is hereinafter referred to as The Woods of Tiffany. By reference to this Declaration on subsequent recorded plats, the same will be made applicable to the lands shown thereon.

WHEREAS, Declarant may acquire several additional tracts adjoining or in close proximity to the lands above described, for a maximum area of approximately 500 acres, more or less; and

WHEREAS, Declarant desires to have the acreage described herein subdivided into phases or sections of a new subdivision entitled "The Woods of Tiffany"; and

WHEREAS, Declarant desires to subject said lands to the covenants, restrictions and conditions set forth herein; and the Declarant further desires to notify future purchasers of lots in this subdivision that it intends to subject additional tracts, (adjoining or interconnected), when acquired, to some or all of these covenants, restrictions and conditions; and

WHEREAS, Declarant reserves the right to subject said additional tracts to these covenants, restrictions and conditions without necessity for a vote or concurrence of any other persons, firms or corporations;

NOW, THEREFORE, Declarant hereby declares that the lands described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and

desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Woods of Tiffany Homeowners Association, Inc., its successors and assigns. Every person, partnership or corporation that owns a lot in The Woods of Tiffany shall be a member of the Association.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including individual units or lots, and the common open spaces defined below.

Section 4. "Common Open Space" shall mean all real property dedicated to the common use and enjoyment of the owners, including, but not limited to, the real property conveyed to the Association, and real property leased to the Association. Common open space shall be maintained for forestry, pasture, agriculture or active and passive recreational uses. The common open space shall include private roads within the properties, but shall not include utility lines, utility structures and public roads. Common open space may be designated on all recorded plats of the subdivision for convenience as either N.P.C.O.S., (non-permanent common open space), or P.C.O.S. (permanent common open space).

As additional plats of the adjoining tracts are recorded, the Declarant will dedicate additional lands as part of the common open space.

All common open space shall be subject to easements for utilities, including sewer and water lines, easements for ingress and egress, and easements for any encroachments arising from the initial improvements..

Section 5. "Non-permanent Common Open Space" shall consist of those areas shown on recorded plats of The Woods of Tiffany Subdivision, the ownership of which shall be retained by the Declarant and on which no residential units shall be built so long as the property is subject to the provisions of Section 1-1-37(C)(9) of the Wake County Code. Non-permanent common open space may include passive recreational lands, such as natural areas, lands used for agriculture, pasture or forestry, lands reserved for the operation of water and waste water systems, and all lands retained for future dedication either as permanent common open space or for water or sewer system usage. The Declarant reserves the right to control the use of all non-permanent common open space, including the right to lease or to convey them to the Association, and the right to convey them to other persons, partnerships, or corporations, subject to this Declaration.

Section 6. "Permanent Common Open Space" shall consist of those areas designated on recorded plats of The Woods of Tiffany Subdivision as "P.C.O.S." Such areas shall be dedicated in perpetuity to the common use and enjoyment of the owners. The Declarant will convey all permanent common open space shown on the various plats of the subdivision to the Association. The permanent common open space shall include all active recreational facilities including swimming pools, athletic fields, club houses, tennis courts, pavilions, stables, barns, maintenance

buildings and associated off-street parking. The Association shall be responsible for maintaining such facilities.

Section 7. "Lot" shall mean and refer to any individual plot of land shown upon a recorded subdivision map of a portion of The Woods of Tiffany on file with the Wake County Planning Department. A lot shall be intended for use as the site for one dwelling unit.

Section 8. "Declarant" shall mean and refer to B.A.R. Inc. of Raleigh, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

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

Section 10. "Utility Area" shall include those tracts or parcels of the properties set aside for fire stations, maintenance buildings, and the installation of utility systems to serve the remainder of the properties. Such utility systems shall include, but not be limited to, water, sewer, telephone, cablevision, electricity and gas. The utility areas may be conveyed to a municipality or to public utility companies that operate and maintain such systems. Utility areas shall be accessible by easements of ingress and egress if not located on a public or private road.

ARTICLE II

PLAN FOR PROPERTY DEVELOPMENT

Section 1. Each section or phase of the properties shall be developed in accordance with a plan that complies with the applicable zoning regulations. A maximum of 30% of the areas of the properties shall be included within lots and associated off-street parking for such lots.

Section 2. The remaining 70% of the area of the properties may include public and private roads; utility areas, recreational

facilities, such as playing fields, golf courses and tennis courts; community buildings, such as club houses; and open space areas set aside for passive recreation or for forestry, pasture or agriculture. Off-street parking for persons using such facilities may also be included within the 70% area.

Section 3. Each recorded plat or phase of the properties shall show that for each 20 residential dwelling units, at least one acre has been reserved for the permanent common open space and that no less than 70% of the total area within each Phase has been reserved for the common purposes, whichever is the lesser.

Section 4. The areas dedicated to such uses on each separate phase or section of the subdivision shall be added to the areas so dedicated on the prior plans in order that the entire subdivision may at all times remain in compliance with the governing percentages of land area dedicated to individual lots and to common open space.

Section 5. The Declarant may retain ownership of certain non-permanent common areas to be designated on recorded plats as "reserved by the owner". Declarant may lease such properties to the Association.

Section 6. The ownership of utility easements and facilities, including wells, water towers, treatment and disposal plants and dispersion areas, are reserved at this time for possible conveyance to a public utility company or companies, to a municipality, or to the Association.

ARTICLE IV PROPERTY RIGHTS

Section 1. The Declarant for each Lot dedicated as a site for a dwelling unit or units shall have a right and easement of enjoyment in and to the Permanent Common Open Space which 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 charge reasonable

admission and other fees for the use of any recreational facility situated upon the Permanent Common Open Space;

(b) the right of the Association to suspend the voting rights and right to use of the recreation facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Permanent Common Open Space owned and held by it to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed 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. Upon dedication of any such area, the Association shall give notice to the Wake County Zoning Administrator, or to the City of Raleigh Planning Department if the properties are within the zoning jurisdiction of the City of Raleigh.

(d) the right of the Association to limit the number of guests of the members;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Permanent Common Open Space and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

(f) the right of the individual member to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Open Space and facilities to the members of his family, his tenants, or contract purchasers who reside on his property.

Section 3. Title to the Permanent Common Open Space. The Declarant hereby covenants for itself, its successors or assigns, that, prior to the conveyance of the first lot in each separate plat of The Woods of Tiffany Subdivision, it will convey fee simple title to the Association of the Permanent Common Open Space specifically described in said recorded plat. Such conveyance shall be free and clear of all encumbrances and liens, but shall be subject to these covenants and to all easements of record for utilities and for access.

Section 4. Parking Rights. Ownership of each lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers and other such items on the Permanent Common Open Space. No boats or trailers shall be parked within the right of way of any public street in or adjacent to the property of B.A.R. Inc. of Raleigh by members or their assignees.

Section 5. TV Antennas and Piped-In Music. The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas or satellite reception discs on individual lots.

ARTICLE V

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 any lot which is subject to assessment.

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

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

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

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in sub-paragraph (b) below, such additional lands within the 500 acres, more or less, filed and to be filed, with the Wake County Planning Department are annexed to the properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2 below.

(b) on January 1, 1995.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 charges for late payment, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, late payment charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. This personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Common Open Space areas shall not be subject to assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

(a) for the promotion of the recreation, health, safety, and welfare of the residents of the Properties;

(b) payment of ad valorem taxes on the permanent common areas, and on any non-permanent common areas leased to the Association;

(c) maintenance and operation of swimming pool, and water, sewer, and other utility systems, if the same are owned or being purchased by the Association;

(d) for the acquisition, improvement and maintenance of the properties, services and facilities devoted to this purpose;

(e) for the use and enjoyment of the Permanent Common Open Space, including but not limited to, the cost of repairs, and replacements of community buildings and active recreational facilities, and the cost of labor, materials, and equipment necessary for the proper Permanent Common Open Space and of any

Non-permanent Common Open Space leased to the Association;

(f) for the procurement and maintenance of insurance in accordance with the By-Laws;

(g) for the employment of professionals, such as accountants and attorneys, to represent the Association when necessary.

Section 3. Annual Assessment. There shall be no assessments levied upon any of the lots into which the property is subdivided until a minimum of 50 lots have been conveyed by the Declarant, and until a minimum of 25 certificates of occupancy have been issued for dwelling units constructed on said lots. The maximum monthly assessment for the first year shall not exceed $10.00 per month, or $120.00 per year. The minimum monthly assessment may be increased to $30.00 per month after the swimming pool constructed on the P.C.O.S. land is opened.

(a) from and after January 1 of the year following the commencement of the assessments, the maximum annual assessment may not be increased in any year more than twelve (12) percent above the maximum assessment for the previous year, except as provided below;

(b) from and after January 1 of the second year immediately following the commencement of the assessments, the maximum annual assessment may be increased more than twelve (12) percent over the amount of the previous year's assessment, provided that at least two-thirds (2/3) of each class of members who are voting in person or by proxy approve of such increase at a meeting duly called for this purpose;

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

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 of any purchase, construction, repair or replacement of any utilities serving The Woods of Tiffany, and of any capital improvement upon the Permanent Common Open Space, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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 Sections 3 or 4 of this Article shall be sent to all members 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 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. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month after the minimum required number of lots have been sold and conveyed to individual owners, and after 30-day notice thereof has been mailed to all owners. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Thereafter, the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, and the amount of any delinquent assessment.

A properly executed certificate of the Association as to the status of assessments on a lot shall be 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 nine percent (9%) per annum. In addition, the Board of Directors may direct that a reasonable late payment charge be added to any installment of an assessment that remains unpaid for as long as 30 days. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, including interest, late charges, costs and reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to first mortgage or tax 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 assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property of individuals, partnerships, or corporations, subject to this Declaration shall be exempted from the assessment charge and lien created herein;

(a) property conveyed to utility companies for wells, tanks, pipelines, treatment plants, and dispersion fields, lines, pumping stations and maintenance facilities, or for the purpose of creating utility easements;

(b) all permanent and non-permanent common open space.

(c) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such exemptions;

(d) all vacant lots owned by the Declarant so long as it owns more than one-fourth of the total of all lots on the recorded plats of The Woods of Tiffany. The Declarant will, however, make contributions to the Association for the purpose of defraying maintenance and upkeep costs so long as it is exempt from assessments. After its lot ownership drops below one-fourth, its unsold lots will be subject to assessment on the same basis as vacant lots acquired by an individual.

(e) all vacant lots for a period of one year after their initial conveyance by the Declarant.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within five (5) years of the date of incorporation of the Association, the Declarant should purchase additional land adjoining the lands shown on the preliminary plats of The Woods of Tiffany, comprising in all approximately 500 acres, or additional land across a dedicated road right of way from said original tracts, or in close proximity to any such

tracts, such land may be annexed by the Declarant without the consent of the Association as provided below in Section 3.

Section 2. Any and all portions of the approximately 500 acres included within the preliminary plans to be filed with the Wake County Zoning Administrator and other tracts in close proximity thereto, may be subjected to these covenants by a Declaration that incorporates by reference some or all of the provisions of this document. All lots in said acreage shall be deemed part of The Woods of Tiffany, although the lots within such additional acreage will appear on later phases or plats of the subdivision. The consent of the Association shall not be necessary for annexation of all lots within such acreage.

Section 3. Annexation of any property, other than that described above, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. In the event that a quorum is present and adopts an annexation resolution, but said resolution fails to receive the two-thirds vote required, then additional members not present may give their written assent to the action taken thereat. In such event, the two-thirds requirement may consist of those who voted favorably at a meeting in person and by proxy and of those members who give written assent to the annexation resolution thereafter.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No

building, wall, fence, swimming pool, or other improvement shall be commenced, erected, or maintained upon the Permanent Common Open Space, nor shall any landscaping be done, thereon nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, however, that all decisions under this section shall be the sole responsibility of Declarant until such time as Declarant shall no longer vote as a Class B member of the Association.

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the uses and enjoyment of the front yard space of each lot and the Common Open Space.

Section 2. Use of Properties. Lots on any recorded plat shall be used only for residential purposes and for purposes incidental or accessory thereto, except that Declarant may maintain a temporary business office and a model house.

Section 3. Quiet Enjoyment. No obnoxious or offensive

activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not bred or maintained for commercial purposes.

Section 5. Dwelling Specifications on Single Family Lots. All dwelling constructed or permitted to remain on lots designated for single family use shall have an area of the main structure, exclusive of open porches and decks, of at least 1500 square feet for one-story dwellings; 2000 square feet for one and one-half story dwellings, and for two-story dwellings. Such dwellings shall have a double car garage or in lieu thereof, shall have at least 3000 square feet of enclosed heated area. Dwellings with a full basement may have the two-car garage incorporated into the basement.

Section 6. Setback Requirements. All dwellings constructed on dedicated streets shall have a front setback of 40 feet. Dwellings constructed on all other single family lots shall have a front setback of 40 feet from private road or driveway. Dwellings constructed on all lots shall be set 10 feet from the side lines and 10 feet from the rear line. Dwellings constructed on corner lots shall be 20 feet from any public or private road. Open decks and porches shall not be considered as part of the dwelling for purposes of measuring set-back requirements.

7. Waiver of square footage and setback violations. The Declarant retains the authority to waive minor violations of the square footage and setback requirements by a written statement signed by Declarant and recorded in the Wake County Registry. All violations not in excess of 20% of such requirements shall be

deemed minor.

ARTICLE X - EASEMENTS

All of the properties, including Lots and Common Open Spaces, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by Declarant on any recorded plats of The Woods of Tiffany or as may have been established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Permanent Common Open Spaces conveyed to it, such further easements as are requisite for the convenient uses and enjoyment of the Properties.

ARTICLE XI - GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions 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 and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of recording of this Declaration, after which time they shall be automatically extended for

signed by the owners of not less than seventy-five percent (75%) of the Lots, and thereafter by an instrument signed by the owners of not less than sixty percent (60%) of the Lots. No amendment shall become effective without having been submitted to the Planning Board of Wake County and approved by said Board or submitted to and approved by the Planning Department of the City of Raleigh, if The Woods of Tiffany has been included within the City's subdivision approval jurisdiction. Any Amendment hereto shall be recorded in the Office of the Register of Deeds of Wake County.

Section 4. The Association shall have the authority to restrict parking of motor vehicles within property affected by these covenants and shall also have authority to repair the streets within said property.

Section 5. Notwithstanding the foregoing provisions, the Declarant reserves for itself, its successors and assigns, the right to use one unit as a sales office and model unit for the purpose of selling other units within the subdivision, until all units are sold.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its Corporate Officers and its corporate seal to he hereunto affixed, all on the 11 day of OCTOBER, 1985.

B.A.R. INC. OF RALEIGH

BY: _____
PRESIDENT

ATTEST:

_____
SECRETARY

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid County and State certify that Cliff Benson Jr. personally appeared before me this day and acknowledged that he is Secretary of B.A.R. INC. OF RALEIGH, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by its Secretary.

Witness my hand and notarial seal, this 11 day of October, 1985.

Beth K. Adams
NOTARY PUBLIC

My Commission Expires:
3-29-86

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of Beth K. Adams

Notar(y)(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.

KENNETH C. WILKINS, Register of Deeds

By Patricia L Jones
Asst./Deputy Register of Deeds