

HOLD FOR: Senter and Stephenson  
WCR Box #175

BK 8152PG1934

PRESENTED  
FOR  
REGISTRATION

Drafted by/Mail to: D.R. Bryan  
PO Box 728  
Holly Springs NC 27540

98 SEP 25 PM 3:03

LAURA M. RIDDICK  
REGISTER OF DEEDS  
WAKE COUNTY

NORTH CAROLINA ) SUPPLEMENTARY DECLARATION OF COVENANTS,  
                          ) CONDITIONS AND RESTRICTIONS:  
WAKE COUNTY ) TRACT C1 AT SUNSET RIDGE NORTH

THIS SUPPLEMENTARY DECLARATION, made this 25 day of  
September, 1998, by SUNSET FOREST, LLC (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Holly Springs Township, Wake Co., North Carolina, which is more particularly described on a map entitled TRACT C1 AT SUNSET RIDGE NORTH, as recorded in Book of Maps 1998, page 1727, Wake County Registry, reference to which is hereby made; and,

WHEREAS, Declarant will convey said property subject to the covenants, conditions, restrictions, reservations, and charges as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 7342, page 452, Wake County Registry, and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and,

WHEREAS, Declarant desires to insure the most appropriate development and improvement of each lot, to protect the lot owners against such improper use as would depreciate the value of the property to each, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of poorly designed or proportioned structures and structures built of substandard or unsuitable materials, to secure and maintain proper setbacks with adequate free space between structures, and in general to provide for a high quality of improvements.

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NOW, THEREFORE, Declarant hereby declares that all of the real property as described hereinabove shall be held, sold, and conveyed subject to that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 7342, page 452, and subject further to the following easements, restrictions, covenants, and conditions:

1. LAND USE. The lot as shown on the recorded plat referenced hereinabove shall be used for commercial and/or office purposes only.

2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant will incorporate under the laws of the State of North Carolina the SUNSET RIDGE NORTH COMMERCIAL ASSOCIATION, INC. as a non-profit corporation for the purpose of overseeing and administering the provisions of this Supplementary Declaration as well as those applicable provisions contained in the aforementioned Master Declaration. Each and every owner of a lot as shown on the recorded plat referenced hereinabove, including contract sellers, but not including those persons or entities who hold an interest merely as security for the performance of an obligation, shall be a member of SUNSET RIDGE NORTH COMMERCIAL ASSOCIATION, INC.

The Association shall have two (2) classes of voting members:

Class A. Class A members shall be each owner, but shall not include Declarant. Class A members shall be entitled to one (1) vote for each lot owned. In the case of multiple ownership of a lot, the vote shall be exercised as those owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to seven (7) votes for each lot owned. However, the Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(a) The total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; provided, however, that the Class B membership shall be reinstated with all the rights, privileges, responsibilities, and voting power if, after the conversion as hereinabove provided, additional land is annexed to the properties without the assent of members on account of development of such additional land by Declarant in accordance with Article VII, Section 2, of the Master Declaration; or

(b) December 31, 2017.

Except as may be otherwise specifically set out in this Supplementary Declaration or in the Articles of Incorporation and/or By-laws of the Association, the vote of the majority of the aggregate votes entitled to be cast by all classes of members of the Association, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association. The number of votes present at a Association meeting that is properly called and that will constitute a quorum shall be as set forth herein or in the Association By-laws. The right of any Class A member to vote may be suspended by the Board of Directors of the Association for just cause pursuant to its rules and regulations and according to the provisions of Article II, Section 7, of the Master Declaration.

3. ASSOCIATION ANNUAL ASSESSMENTS. The Association shall levy an annual assessment against all the lots under its jurisdiction, which funds shall be used exclusively for the purpose of promoting the beautification of all property under its jurisdiction, the recreation, health, safety, and welfare of its members, the enforcement of this Supplementary Declaration and all applicable provisions of the Master Declaration, and, in particular, the improvement and maintenance of the services and facilities of the Common Areas and Limited Common Areas, including without limitation any private alleys. In accordance with Article V, Section 8, of the Master Declaration, Assessment Classes 5 and 5A shall be applicable to each lot.

4. ARCHITECTURAL CONTROL. Only units or other improvements which have been approved in writing by the Architectural Review Board ("ARB") prior to the commencement of clearing, grading, or construction of any kind on a lot will be permitted. Upon completion of the foundation and before proceeding with other construction, an actual field survey of the foundation shall be presented to the ARB to ensure compliance with the site plan. The survey must show the proposed location of driveways, and shall indicate the actual distance from all buildings at their closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the ARB. All sidewalks must be paved with concrete or brick. All lots on which a unit is approved and built shall be landscaped in accordance with the plans approved by the ARB. Landscaping must be finished upon completion of the unit. Total construction time, from the date of final approval of plans by the ARB to the completion of the unit for occupancy, shall not exceed nine months.

5. APPLICATION OF RESTRICTIONS. The foregoing restrictions shall apply only to the lots, and nothing contained herein shall prevent the Declarant from altering the size or frontage of any property other than the lots or the location

of any streets or roads other than portions of such streets or roads as abut the lots.

6. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Wake County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Wake County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 1 and 6 of this Supplementary Declaration whereby only the written consent of Declarant is required.

7. LOT SUBDIVISION. Declarant will convey the lot as shown on the plat hereinabove referenced to an owner for construction of one or more commercial and/or office buildings. Notwithstanding any provisions of this Supplementary Declaration or the Master Declaration to the contrary, the lot may be further subdivided by a future owner of said lot in the event such subdivision is deemed necessary.

8. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of forty (40) years from the date of recordation hereof, after which time said restrictions shall be automatically extended for successive ten (10) year periods unless an instrument agreeing to a change in said restrictions, in whole or in part, and executed by a majority of the then owners of the lots has been recorded in the Wake County Registry.

9. ENFORCEMENT. Enforcement of this Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

10. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Supplementary Declaration, in whole or in part, to any person or entity by an express transfer of such rights.

11. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

SUNSET FOREST, LLC

(SEAL)

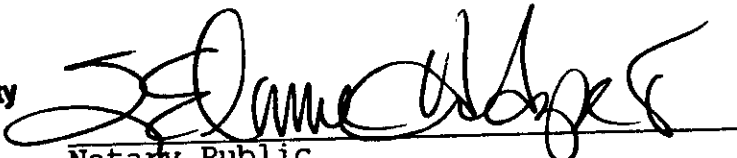
  
Manager

(SEAL)

NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that D.R. BRYAN, JR., MANAGER OF SUNSET FOREST, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 25 day of September, 1998.

OFFICIAL SEAL  
North Carolina Wake County  
S. ELAINE HUDSPETH  
Notary Public  
My Commission Expires November 3, 2001

  
Notary Public  
My commission expires: 11-3-01


NORTH CAROLINA — WAKE COUNTY

The foregoing certificate \_\_\_ of \_\_\_

S. Elaine Hudspeth  
Notary Public

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

LAURA M. RIDDICK, Register of Deeds

By   
Asst. Deputy Register of Deeds