

Drafted by/Mail to: D.R. Bryan
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Wake County, NC 528
Laura M Riddick, Register Of Deeds
Presented & Recorded 05/31/2002 13:06:44
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NORTH CAROLINA)
)
WAKE COUNTY) SUPPLEMENTARY DECLARATION OF
) COVENANTS, CONDITIONS AND RESTRICTIONS:
) TRACT C2 AT SUNSET RIDGE NORTH

THIS SUPPLEMENTARY DECLARATION, made this 30 day of May, 2002, 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 C2 AT SUNSET RIDGE NORTH, as recorded in Book of Maps 2002, page
097, 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, and
Amendment thereto recorded in Deed Book 9133, page 1522, 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.

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 Amendment thereto recorded in Deed Book 9133, page 1522, 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 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. PRIVATE ACCESS EASEMENT. As shown on the recorded plat referenced hereinabove, a portion of a 48-foot private access, utilities and drainage easement crosses the northern boundary of the property westward from the terminus of the existing public street known as Tacoma Drive. In the event owner uses such private street for access to the subject property, it is understood that owner will, in conjunction and cooperation with any other owner(s) of any additional property served by such private street, maintain the portion of such private street as crosses the subject property. Owner shall at no time interfere in any manner with any other lawful owner's or user's right to the full and free use of said private road.

6. 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.

7. 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.

8. 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.

9. **TERM.** These restrictions shall run with the land and be binding on all parties or 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.

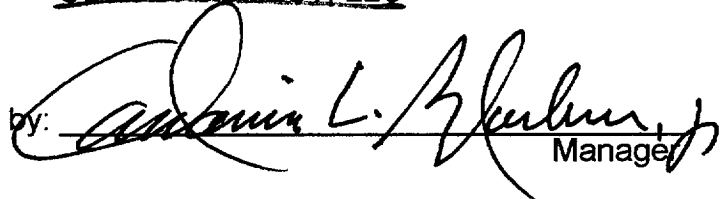
10. **ENFORCEMENT.** Enforcement of this Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

11. **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.

12. **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.

IN WITNESS WHEREOF, Declarant has hereunto set its hand, the day and year first above written.

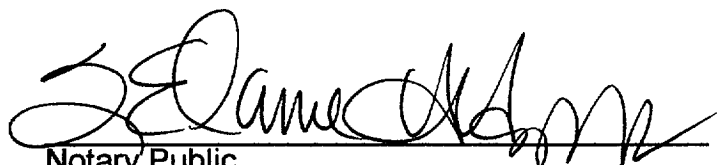
~~SUNSET FOREST, LLC~~

by:  Manager

NORTH CAROLINA, WAKE COUNTY

I, Notary Public, do hereby certify that CARDOVIA L. BLACKMON, 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 30 day of May, 2002.

OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires 11-3-06


Notary Public
My commission expires: 11-3-06

LAURA M RIDDICK
Register of Deeds
Wake County, NC



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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



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

North Carolina - Wake County

The foregoing certificate___ of S. Elaine Audspeth

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

Laura M. Riddick, Register of Deeds

By: Vernice S. Glenn
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

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_____ New Time Stamp
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