

Petree Stockton & Robinson

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR SADDLERIDGE SUBDIVISION

THIS DECLARATION, made this 29th day of February 1988, by Saddleridge Associates Limited Partnership, a North Carolina limited partnership ("Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and desires to subject such property to the Protective Covenants contained herein, each of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and to each and every lot or parcel thereof, and shall apply and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The real property described in Article I hereof is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures or structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to

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WAKE COUNTY

prevent haphazard and unharmonious improvement of lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvements in said property and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

Land Use and Building Type. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as the well site for a community water system as an absorption field for a low pressure sewer system, or for use in providing a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, provided, however, that such restrictions shall not prohibit the maintenance and occupancy by any builder of model houses. There shall be no wood chimneys.

ARTICLE III

Dwelling Size and Driveways. Except with the prior written approval of the Architectural Committee, no residential structure which has a heated area of less than the minimum square footage specified in this Article, exclusive of porches, breeze-ways, steps, garages, basements and unfurnished area, shall be erected or placed or permitted to remain on any lot:

1 Story:	1650 square feet
1 1/2 Story:	1750 square feet
2 Story:	2000 square feet
Split Level:	2000 square feet

All driveways shall be paved (concrete or asphalt) from street to each house including parking areas. All driveways shall be paved (concrete or asphalt) and meet North Carolina Department of Transportation driveway standards. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed ten percent (10%) shall be considered a minor violation.

ARTICLE IV
Site and Plan Approval

Section 4.1 Appointment. For so long as Declarant is eligible for the Class B Membership, and in no event for less than three (3) years from the date hereof, Declarant shall be entitled to designate and appoint an Architectural Control Committee (herein called the "Architectural Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Subdivision. Upon the termination of Declarant's right to appoint the Members of the Architectural Committee, the Board of Directors shall designate and appoint the Architectural Committee. The Architectural Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Subdivision consistent with this declaration.

Section 4.2 Successors. In the event of the death, resignation or removal by Declarant of any Member of the Architectural Committee, the Board of Directors of Saddle Ridge Homeowners Association (the "Association") shall appoint a successor Member. Upon the termination of Declarant's right to appoint the Members of the Architectural Committee, the term of office of all Members of the Architectural Committee appointed by Declarant shall cease, and the Board of Directors of the Association shall be entitled to appoint successor Members. No Members of the Architectural Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this declaration.

Section 4.3 Authority. No landscaping shall be undertaken and no building, fence, wall, mailbox, landscaping, swimming pool or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made, nor shall there be any land disturbing activities that will in any way effect the grade or elevation of the ground until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the Members of the Architectural Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in

relation to improvements on other lots in the Subdivision, provided, however, approval by the Architectural Committee shall not be required to paint a building the same or similar color as the original paint; and

(c) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

The Architectural Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the subdivision. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Architectural Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 4.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by personal delivery or by certified mail to the Architectural Committee. The plans and specifications shall show the nature, kind, shape, height, materials and locations of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Architectural Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Committee, one complete set of plans and specifications will be retained by the Architectural Committee and the other complete set of plans shall be marked "Approved," signed by a majority of the Architectural Committee and returned to the lot owner or his designated representative. If disapproved by the Architectural Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by majority of the Architectural Committee. Any modification of the approved set of plans and specifications must again be submitted to the Architectural Committee for its approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Architectural Committee give verbal approval of any plans. If the Architectural Committee fails to approve or disapprove such plans or specifications within sixty (60) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to

have been completed. In case of a dispute about whether the Architectural Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Architectural Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt. In any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Section 4.5 Standards. The Architectural Committee will have sole discretion with respect to taste, design and all standards specified herein. One objective of the Architectural Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Architectural Committee shall also have the authority to require a minimum 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require that the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Architectural Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 4.6 Liability of Architectural Committee. The members of the Architectural Committee shall have no liability for decisions made by the Architectural Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Architectural Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Architectural Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, Municipal codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE V

Building Location. No building shall be located on any lot nearer to the front line than seventy-five (75) feet or nearer to the rear line than thirty (30) feet, or nearer to the side street than thirty (30) feet in the case of a corner lot. No building

or garage shall be nearer an interior lot line than twenty (20) feet, and said interior side set back must meet all Wake County setback requirements. No other permitted accessory building shall be located nearer than twenty (20) feet to an interior lot line. For the purpose of this covenant, eaves, steps, chimneys, and stoops shall not be considered part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Saddleridge Associates Limited Partnership, on behalf of all Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed thirty percent (30%) and is in compliance with the minimum setback requirements of the County of Wake shall be considered a minor violation. The Architectural Committee may for good cause waive minor violations of the setback requirements provided for herein, but only if the waived violation meets or exceeds the minimum setback requirements of the County of Wake. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee or Declarant shall be, when recorded, conclusive evidence that the requirements of this Article have been complied with.

ARTICLE VI

Lot, Area and Width. No dwelling shall be erected or placed on any lot having a width less than one hundred ten (110) feet at the minimum building front setback line nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration. For purposes hereof, any violation which does not exceed ten percent (10%), and is in compliance with the setback requirements of the County of Wake shall be considered a minor violation.

ARTICLE VII

Easements. Easements for installation and maintenance of utilities, drainage facilities and erosion control devices are reserved as shown on the recorded plats for the subdivision and over the front ten (10) feet of each lot, the rear ten (10) feet of each lot and five (5) feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage facilities and erosion control devices, or which may change the direction of flow or retard the flow of water through drainage channels in the easements. An easement of ten (10) feet across the front of each lot is further reserved for construction equipment, materials and personnel during the period that streets, curbing and guttering are being constructed in the

Saddleridge Subdivision. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

ARTICLE VIII

Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. Exceptions; signs placed there by the Declarant or necessary for construction, or "for sale" signs.

ARTICLE IX

Temporary Structures. Except with the prior written consent of the Architectural Committee no trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than three cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently. No garage, garage house, or other out-building except for sales offices and construction trailers shall be occupied by any owner, tenant, or other person prior to the completion of a residence on the lot.

ARTICLE X

Section 10.1 Air Conditioners. No air conditioning apparatus shall be installed on the ground in front of a residence or attached to the front wall or window of a residence. No evaporative cooler shall be attached on the ground in front of a residence or attached to the front wall or window of a residence.

Section 10.2 Fences. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the front of any dwelling or beyond the minimum building front setback line or within fifty (50) feet of any street right of way line established herein except upon the approval by the Architectural Committee. No fence shall be used without the prior written approval of the Architectural Committee. No chain link fencing shall be allowed. Fencing surrounding any absorption field, treatment plant, or other community service is exempt from regulations set forth in the Declarations, but must instead meet applicable government regulatory standards.

Section 10.3 Mailboxes. Mailboxes shall be constructed of material and design approved by the Architectural Committee, and shall meet North Carolina Department of Transportation requirements.

Section 10.4 Accessory Buildings. No accessory building of any nature whatsoever (including but not limited to detached garages, storage buildings, dog houses, and green houses) shall be placed on any lot without the prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE XI

Appearance. Each Owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and his property maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Declarant, and subsequently the Board of Directors may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XII

Animals. No animals (including horses) or poultry of any kind, other than house pets shall be kept or maintained on any part of said property. No commercial breeding shall be allowed. House pets shall not be permitted to run loose, and shall be confined on the owner's property. All animals must be properly tagged for identification.

ARTICLE XIIIUses Specifically Prohibited.

Section 13.1 Restrictions on Resubdivision. None of the lots, once subdivided by the Declarant, shall be subdivided into smaller lots.

Section 13.2 No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

Section 13.3 No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina, nor shall any vehicle be parked on any street in the Subdivision except in the immediate vicinity of and for the purpose of viewing a model house maintained by a builder.

(d) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Subdivision.

Section 13.4 No lot or other area in the Subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

Section 13.5 No individual water supply system shall be permitted in the Subdivision.

Section 13.6 No antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision except for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, or behind a structure in such a manner as to be out of the view of other residences.

Section 13.7 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13.8 The general grading, slope and drainage plan of a lot may not be altered without the approval of the County and other appropriate agencies having authority to grant such approval.

Section 13.9 No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single family lot or placed in a window for an attached townhouse or condominium unit advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

Section 13.10 The outdoor drying of clothes and the erection of outdoor clothes lines and similar devices in the Subdivision is prohibited.

Section 13.11 Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted within the Subdivision.

ARTICLE XIV

Underground Utilities and Street Lighting. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power and Light Company for the installation of underground electrical cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or other appropriate government authorities. Declarant reserves the right to contract on behalf of each lot with Carolina Power and Light Company, or its successors and assigns, for street lighting service. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or its successors or other appropriate governmental authority.

ARTICLE XV

Term. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XVI

Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVII

Section 17.1 Amendment by Owners. The covenants, conditions and restrictions of this Declaration may be amended during the first thirty (30) year period or thereafter by an instrument signed by the Owners of legal title to not less than two-thirds (2/3) of the lots, provided, however, that the Board

of Directors of the Association (with prior approval of HUD) may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction or amendment requested by HUD or the Federal National Mortgage Association or the Federal Home Loan Mortgage Company, without actual consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Wake County Registry. No amendment shall be valid without the joinder of the Declarant for five (5) years from the recording date of this original Declaration.

Section 17.2 Certification and Recordation of Amendment.

Any instrument amending these covenants, conditions and restrictions for the purpose of annexation of additional properties, dedication of common properties, or other amendment to this Declaration, (other than an amendment by the Board of Directors to correct an error or inconsistency in drafting, typing or reproduction) shall also be subject to the prior approval of HUD, FNMA, or FHLMC, where applicable, as long as the Class B membership exists. The instrument shall then be delivered, following approval by the Owners, to the Board of Directors. Thereupon, the Board of Directors shall, within thirty (30) day after delivery do the following:

(a) Reasonably assure itself that the amendment has been duly approved by the Owners as provided in Section 17.1 of this Article. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to be examined.)

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association.

(c) Within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wake County Registry.

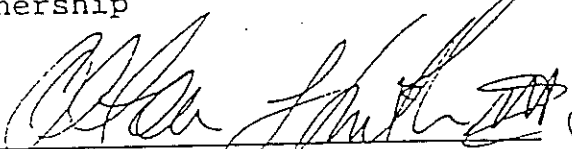
Section 17.3 Effect and Validity of Amendments. All amendments shall be effective from the date of proper recordation in the Wake County Registry. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors and recorded as provided in Section 17.2 of this Article, it shall be conclusively presumed that such instrument constitutes a valid amendment as to the Owners of all Lots in Saddleridge Subdivision.

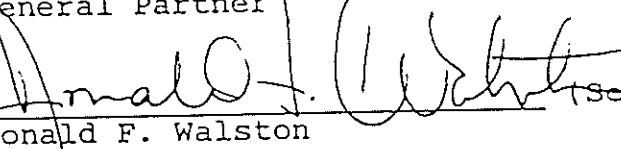
ARTICLE XVIII

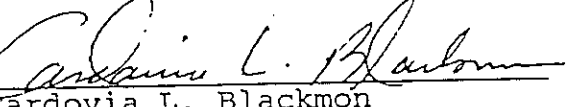
Severability. Invalidation of any one of these covenants or any part thereof by judgement or court order in no ways affects any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed all as of the day and year first above written.

Saddleridge Associates Limited
Partnership, a North Carolina limited
partnership

By:  (Seal)
Alton L. Smith, III
General Partner

By:  (Seal)
Donald F. Walston
General Partner

By:  (Seal)
Cardovia L. Blackmon
General Partner

NORTH CAROLINA

WAKE COUNTY

I, NINA LAUGHREY, a Notary Public of the aforesaid County and State do hereby certify that Alton L. Smith, III and Cardovia L. Blackmon, ^{ms 1-14-88} General Partners of Saddleridge Associates Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of said partnership.

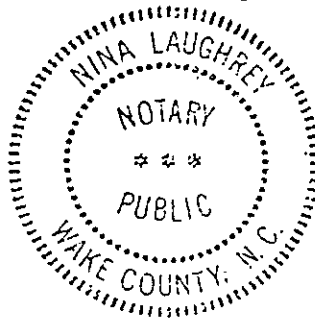
Witness my hand and notarial seal this 29 day of

February, 1988.

Nina Laughrey
Notary Public

My Commission Expires:

My Commission Expires 5-29-92



* And Donald F. Walston ^{ms 2-29-88}

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ____ of ____

Nina Laughrey 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 Danna H. Boone

Asst./Deputy Register of Deeds

EXHIBIT "A"

BEGINNING at a stake in the eastern line of SR 1831 at the Southwest corner of Lot 78 of Black Horse Run Subdivision, Section 2, as recorded in Book of Maps 1973, Page 413, Wake County Registry; runs thence along the southern line of said Black Horse Run Subdivision, South 83° 46' 29" East 1,926.06 feet to a stake; runs thence with the eastern line of Black Horse Run Subdivision, Section 2, North 00° 10' 08" West 2,243.94 feet to a point in the center line of SR 1842; runs thence along the center line of SR 1842 the following courses and distances: South 54° 55' 09" East 479.06 feet, South 49° 44' 09" East 269.63 feet, South 41° 23' 09" East 233 feet and South 25° 16' 09" East 275.93 feet to the corner of property now or formerly owned by J. Crawford Williams, et al; runs thence South 00° 19' 51" West 88.44 feet to a stake; runs thence South 00° 19' 51" West 1,361.11 feet to a stake; runs thence South 00° 30' 39" West 477.69 feet to a stake; runs thence South 00° 10' 39" West 321.30 feet to a stake; runs thence South 00° 26' 06" West 244.75 feet to a stake; runs thence South 00° 29' 31" West 496.73 feet to a reference stake on the North bank of Upper Barton's Creek; and thence continuing South 00° 29' 31" West to the center line of said Creek; runs thence along the meanders of Upper Barton's Creek on a reference line as follows: South 28° 49' 34" West 192.32 feet; North 32° 37' 03" West 131.37 feet; North 11° 53' 57" East 89.64 feet; North 53° 30' 05" West 91.29 feet; South 79° 02' 59" West 180.30 feet; North 78° 18' 03" West 169.00 feet; South 49° 52' West 122.96 feet; North 50° 33' 33" West 186.25 feet; South 23° 21' 59" West 194.82 feet; North 89° 10' 35" West 248.37 feet; South 57° 03' 59" West 91.84 feet; North 47° 51' 52" West 277.77 feet; North 78° 05' 21" West 220.55 feet; North 16° 35' 19" West 138.33 feet; South 81° 17' 26" West 92.84 feet; North 20° 18' 18" West 154.24 feet; North 84° 13' 03" West 267.07 feet to a reference stake on the South side of Upper Barton's Creek; runs thence from the center line of Upper Barton's Creek in a southern direction to the aforesaid reference stake; runs thence with the western line of William Ivan Proctor as follows: South 20° 00' 57" East 206.11 feet to a stake; South 19° 52' 57" East 247.65 feet to a stake; South 23° 15' 03" East 132.50 feet to a stake; South 23° 30' 20" East 357.62 feet to a stake; South 24° 11' 36" East 108.08 feet to a stake; South 10° 35' 43" East 366.21 feet to a stake; South 19° 12' 41" East 198.95 feet to a stake; South 18° 29' 29" East 104.00 feet to a stake; South 18° 34' 31" East 244 feet to a stake; South 18° 35' 07" East 179.84 feet to a stake; South 18° 33' 37" East 247.31 feet to a stake; South 18° 38' 04" East 78.97 feet to a stake; South 18° 22' 15" East 434.86 feet to a p.k. nail in the center line of SR 1831; and runs thence along the center line of SR 1831 the following courses and distances: North 30° 49' 43" West 396.70 feet to a point; North 32° 06' 43" West 739.18 feet to a point; North 46° 26' 43" West 1,191.82 feet to a point; North 32° 51' 43" West 117.00 feet to a point; North 11° 30' 43" West 127.83 feet to a point; North 11° 36' 17" East 430.85 feet to a point; North 12° 05' 17" East 615.25 feet to a point; North 05° 23' 43" West 216.30 feet to a point; North 18° 07' 03" West 953.91 feet to a point in the center line of SR 1831; runs thence South 83° 46' 29" East 30.38 feet to a new iron pipe and South 83° 46' 29" East 0.16 feet to an existing iron pipe, the point of BEGINNING, and consisting of 154.85 acres after excluding property within the old and new rights-of-way of SR 1831, all according to a map entitled "Property of Alton Smith, Inc.", prepared by Municipal Engineering Service Co., P.A., dated February 11, 1986, and revised January 18, 1988.

STATE ~~0000150~~ NORTH CAROLINA
COUNTY OF WAKE

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
SADDLERIDGE SUBDIVISION

THIS FIRST AMENDMENT to Declaration of Covenants and
Restrictions for Saddleridge Subdivision, made and entered into
this 15th day of February, 1990, by Saddleridge Associates
Limited Partnership, a North Carolina limited partnership
("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has filed a Declaration of Covenants and
Restrictions for Saddleridge Subdivision, said Declaration recorded
on March 8, 1988, in Book 4215, Page 427, Wake County Registry (the
"Declaration"); and

WHEREAS, Declarant desires to amend said Declaration in
certain respects as permitted by Section 17.1 of Article XVII of
the Declaration; and

WHEREAS, the Declaration provides that it can be amended
during the first thirty (30) year period by the owners of the legal
title to not less than two-thirds (2/3) of the lots within the
Saddleridge Subdivision and by the joinder of the Declarant for the
five (5) years following the recording of the Declaration; and

WHEREAS, the Declarant is the owner of the legal title to more
than two-thirds (2/3) of the lots within the Saddleridge
Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration shall be
amended as follows:

1. Article II is amended by deleting in its entirety the last sentence thereof: "There shall be no wood chimneys."

2. This amendment is effective nunc pro tunc as though it occurred prior to the recordation of the Declarations in Book 4215, Page 427, Wake County Registry. In other words, any improvements that would have violated the covenants prior to this amendment are hereby grandfathered and approved.

3. Except as herein amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

SADDLERIDGE ASSOCIATES LIMITED
PARTNERSHIP
A North Carolina Limited
Partnership

By: *Alton L. Smith, III* (SEAL)
Alton L. Smith, III
General Partner

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public for the County of Wake, State of North Carolina, do hereby certify that Alton L. Smith, III, a general partner of Saddleridge Associates Limited Partnership, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said partnership.

Witness my hand and official stamp or seal, this 15th day of February, 1988.

My commission expires: 12-21-92

Vickie B. Massey
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of ___

Vickie B. Massey
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.

KENNETH C. WILKINS, Register of Deeds

By *Kenneth C. Wilkins*
Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SADDLERIDGE
SUBDIVISION (BOOK 4215, PAGE
427)

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Saddlebridge Subdivision, made this 2 day of April by the undersigned owners of lots within Saddlebridge Subdivision in Wake County, North Carolina:

WITNESSETH:

WHEREAS, Saddlebridge Associates Limited Partnership, a North Carolina limited partnership, recorded a Declaration of Covenants, Conditions and Restrictions for Saddlebridge Subdivision on 8 March 1988 in Book 4215, page 427 of the Wake County Registry (hereinafter "Declaration"); and

WHEREAS, Article III of said Declaration contains various dwelling size and other requirements; and

WHEREAS, the undersigned Lot Owners agree that it is in the best interest and welfare of all of the Lot Owners to amend Article III of the Declaration to require greater dwelling size requirements; and

WHEREAS, Article XVII of the Declaration provides that it may be amended during the first thirty (30) year period or thereafter by an instrument signed by the owners of legal title to not less than two-thirds (2/3) of the lots.

WHEREAS, the undersigned Lot Owners have agreed that this document will amend Article III of the said Declaration; and

WHEREAS, the undersigned represent more than two-thirds (2/3) of the lots within the subdivision and therefore may duly amend the Declaration.

NOW, THEREFORE, the undersigned Lot Owners do hereby amend the Declaration as follows:

1. Article III of the Declaration is amended by deleting and striking Article III in its entirety and substituting in lieu thereof the following:

ARTICLE III

Dwelling Size and Driveways. Except with the prior written approval of the Architectural Committee, no residential structure which has a heated area of less than the minimum square footage specified in this Article, exclusive of porches, breeze-ways, steps, garages, basements and unfinished area, shall be erected or placed or permitted to remain on any lot:

WAKE COUNTY
REGISTER OF DEEDS
KENNETH C. WILKINS
96 APR 12 PM 1:10

REGISTRATION
FOR
PRESS

000335

BK 6928 PG 0687

2400 square feet
2400 square feet

2800 square feet
2800 square feet

2. Except as specifically amended in paragraph 1 hereinabove, the remaining provisions of the Declaration are acknowledged and shall remain in full force and effect in all respects.

IN WITNESS WHEREOF the undersigned Lot Owners have executed this amendment to Declaration under seal on the day and year first above written.

Address

4857 Winterwood Dr.
4857 Winterwood Dr.

Other signatures are not incl. in this book. A.C.

CERTIFICATION BY THE ASSOCIATION

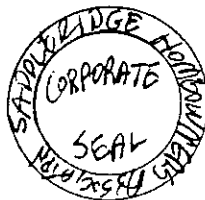
Pursuant to Section 17.2 of the Declaration, the Board of Directors of the Association does hereby certify that this instrument has been delivered to the Board of Directors following its approval by the foregoing Lot Owners and that the Board of Directors has reasonably assured itself that this amendment has in fact been duly approved by the owners as provided in Section 17.1 of the Declaration and that this is therefore a valid amendment to said Declaration.

Homeowners Association, Inc.
SADDLERIDGE ~~SUBDIVISION~~

By: [Signature]
President

ATTEST:

[Signature]
Secretary



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that John T. Adzema personally came before me this day and acknowledged that ~~she/he~~ he is the Secretary of 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, sealed with its corporate seal and attested by John T. Adzema as its Secretary.

Witness my hand and official stamp or seal, this 2nd day of April, 1996.

[Signature]
Notary Public

My Commission Expires:

10-11-2000

