

BK8293PG0900

PREPARED BY AND HOLD: CLIFTON & SINGER, LLP, BOX #43

PRESENTED  
FOR  
REGISTRATION

NORTH CAROLINA

000714

99 APR 15 PM 3:32

WAKE COUNTY

ADDITIONAL PROTECTIVE COVENANTS AND AMENDMENT TO RESTRICTIVE COVENANTS FOR CARPENTER PARK-SINGLE FAMILY LOTS, BOOK OF MAPS 1998, PAGE 1214, WAKE COUNTY REGISTRY AND AMENDMENT TO RESTRICTIVE COVENANTS RECORDED IN BOOK 8192, PAGE 1815, WAKE COUNTY REGISTRY.

THIS DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS AND AMENDMENT TO RESTRICTIVE COVENANTS, made on the date hereinafter set forth by BILL CLARK HOMES OF RALEIGH, L.L.C., a North Carolina Limited Liability Corporation, Owner of the property in Carpenter Park, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cedar Fork and White Oak Townships, County of Wake, State of North Carolina, which is more particularly described as follows:

BEING all of Lots 28 - 52, 97 and 98, inclusive, Carpenter Park Subdivision, Phase I, as shown on plat thereof recorded in Book of Maps 1998, Page 1214, Wake County Registry, except such lots as may have heretofore been conveyed.

AND WHEREAS, the Declarant heretofore caused to be recorded its Declaration of Covenants and Conditions and Restrictions for Carpenter Park - Single Family Lots, Book of Maps 1998, Page 1214, Wake County Registry, the same appearing in Book 8192, Page 1815, Wake County Registry, whereby the Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions and reservations, liens and charge, and included in said Declaration was the reservation of Declarant's right to establish from time to time appropriate protective covenants governing the use of the Lots and the size and location of buildings thereon;

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AND WHEREAS, Declarant wishes to correct certain typographical errors contained in the original recorded Covenants recorded in Book 8192, Page 1815, Wake County Registry;

AND WHEREAS, Declarant hereby declares that all of the properties within the boundaries of the property as hereinabove described shall be held, sold and conveyed subject to the additional protective covenants which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property in addition to those covenants, conditions, and restrictions heretofore declared which are recorded in Book 8192, Page 1815, Wake County Registry.

NOW THEREFORE, DECLARANT DOES HEREBY:

- 1) Correct the original recorded Covenants recorded in Book 8192, Page 1815, Wake County Registry as follows:
  - \* All Reference to Book of Maps 1998, Page 1224, Wake County Registry are replaced with: Book of Maps 1998, Page 1214, and re-recorded in Book of Maps 1999, Page 577, Wake County Registry.
  - \* All reference to Book of Maps #, page #, Wake County Registry are replaced with: Book of Maps 1998, Page 1214, and re-recorded in Book of Maps 1999, Page 577, Wake County Registry.
- 2) Exercise its right to amend said covenants recorded in Book 8192, Page 1815, Wake County Registry as follows:
- III. In order to provide for harmony of appearance of the residential lots no building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such lots, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same have been submitted to and approved in writing by the Board of Directors of the Association.

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- II No obnoxious or offensive trade or activity shall be carried on the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or a nuisance to the neighborhood.
- III No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.
- IV The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with the construction of residences or development of the common areas.
- V If the parties claiming hereunder, or any of their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein except as hereinafter provided, then it shall be lawful for any person or any other person or persons owning the real properties situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant who is specifically excluded from any liability for damages.

These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless by vote of the then owners of the lots located within said land it is agreed to change said covenants in whole or in part as set forth herein.

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IN WITNESS WHEREOF, the Declarant, BILL CLARK HOMES OF RALEIGH, L.L.C., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors and have hereunto set their hands and seals this \_\_\_\_ day of March, 1999.

BILL CLARK HOMES OF RALEIGH, L.L.C.

By: \_\_\_\_\_ (SEAL)  
Clyde McKinney, Manager

By: \_\_\_\_\_ (SEAL)  
Gertrud McKinney, Manager

NORTH CAROLINA

WAKE COUNTY

On this \_\_\_\_ day of \_\_\_\_\_, 1999, personally appeared before me, the said CLYDE MCKINNEY and GERTRUD MCKINNEY, managers of Bill Clark Homes of Raleigh, LLC, and they acknowledged that he executed the same being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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IN WITNESS WHEREOF, the Declarant, BILL CLARK HOMES OF RALEIGH, L.L.C., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors and have hereunto set their hands and seals this 31 day of March, 1999.

BILL CLARK HOMES OF RALEIGH, L.L.C.

By: *Clyde McKinney* (SEAL)  
Clyde McKinney, Manager

By: *Gertrud McKinney* (SEAL)  
Gertrud McKinney, Manager

NORTH CAROLINA

WAKE COUNTY

On this 31 day of March, 1999, personally appeared before me, the said CLYDE MCKINNEY and GERTRUD MCKINNEY, managers of Bill Clark Homes of Raleigh, LLC, and they acknowledged that he executed the same being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Witness my hand and notarial seal, this 31 day of March, 1999.

ELIZABETH F. HART  
Notary Public  
Wake County, NC

*Elizabeth F. Hart*  
Notary Public  
My Commission Expires: 6-18-02

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of *Elizabeth F. Hart*

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.

LAURA M. DODDICK, Register of Deeds

By *Todd Hill*  
Asst./Deputy Register of Deeds

NO DOCUMENT FOR THIS PAGE NUMBER

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**NO DOCUMENT FOR THIS PAGE NUMBER**

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