

NORTH CAROLINA  
WAKE COUNTY  
KENNETH C. WILKINS  
REGISTER OF DEEDS  
WAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF ENCHANTED OAKS  
SECTION II - PHASE I, BOOK OF MAPS  
1986, PAGE 1150

*All Section III,  
Section I owners who elect to*

THIS DECLARATION, made this 25th day of September, 1986, by *WCC*  
South Fork, Inc., a North Carolina corporation, hereinafter *name*  
referred to as "Declarant";

W I T N E S S E T H:

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

BEING all of Lots 17 through 20, 33 through 36, 38  
through 43, 45, and 47 through 59, Enchanted Oaks,  
Section II, Phase I, Book of Maps 1986, Page 1150, Wake  
County Registry.

WHEREAS, Declarant will convey the said property, subject to  
certain protective covenants, conditions, restrictions, liens and  
charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the  
property described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and  
conditions, all of which are for the purpose of enhancing and  
protecting the value, desirability and attractiveness of the real  
property. These easements, restrictions, covenants, and  
conditions shall run with the real property and shall be binding  
on all parties having or acquiring any right, title or interest  
in the described property or any part thereof, and shall inure to  
the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Enchanted  
Oaks Owners Association, its successors and assigns.

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 which is a part of the property, including  
contract sellers, but excluding those having such interest merely  
as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain  
real property hereinabove described.

Section 4. "Lot" shall mean and refer to Lots 17 through 20, 33 through 36, 38 through 43, 45, and Lots 47 through 59 as shown upon map of Enchanted Oaks, Section II, Phase I recorded in Book of Maps 1986, Page 1150, Wake County Registry.

Section 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

Section 6. "Declarant" shall mean and refer to South Fork, Inc., its successors and assigns.

Section 7. "Recreation Lot" shall be that lot numbered 37, identified as "recreation lot" on map of Enchanted Oaks, Section II, Phase I, Book of Maps 1986, Page 1150. However, Declarant reserves the right to substitute another lot for recreation lot, to add an additional recreation lot, or to revise the recreation lot as shown on said recorded map.

## ARTICLE II

### PROPERTY DEVELOPMENT PLAN

Section 1. The Declarant proposes to develop the property as single-family residential building lots, except for the recreation lot.

Section 2. The Declarant proposes to develop on the recreation lot either a swimming pool, tennis courts, club house, or a combination of such recreation facilities, without excluding other types of recreation facilities on the recreation lot, in the sole discretion of the Declarant. Upon completion of the recreation facilities on the recreation lot, the Declarant will convey to the Association fee simple title to the recreation lot and its facilities.

Section 3. The ownership of easements for installation and maintenance of utilities as reserved herein, are reserved by the Declarant for conveyance to a public or private utility company or companies, to a municipality, or the Association.

Section 4. The responsibility for maintaining the public streets and roadways within the property shall remain with Declarant until such time as said streets and roadways are accepted on the secondary road system of the North Carolina Department of Transportation, or until all lots are sold, whichever shall first occur. If all lots are sold before the streets and roadways are accepted by the North Carolina Department of Transportation, the owners of lots in the subdivision shall share on a pro rata basis the responsibility for maintaining the public streets and roadways.

ARTICLE III

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENT OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the recreation lot and facilities 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 permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the recreation lot.

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

(c) The right of the Association to dedicate or transfer all or part of the recreation lot and its facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least 2/3 of the members, agreeing to such dedication or transfer, has been recorded, and provided the dedication or transfer is in compliance with applicable zoning regulations and requirements of appropriate governmental authorities.

(d) No alcoholic beverages of any kind shall be sold, consumed or in any other manner permitted upon the recreation lot or any of its facilities.

(e) The right of the Association to impose regulations for the use and enjoyment of the recreation lot and facilities and improvements thereon, which regulations may further restrict the use of the recreation lot and its facilities.

Section 2. RIGHT TO DELEGATE. Any owner may delegate his right of enjoyment to the recreation lot and its facilities to the members of his family, his tenants, guests or contract purchasers who reside on his property. In addition, auxiliary members which have been approved by 2/3 majority of the owners may have the right of enjoyment to the recreation lot and its facilities, provided these auxiliary members adhere to the rules set forth by the Association, including payment of dues and/or assessments. The Association may require separate rules and/or dues for these auxiliary members.

Section 3. TITLE TO RECREATION LOT AND ITS FACILITIES. The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the recreation lot and its facilities, 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. The Association may regulate the parking of boats, trailers and other items on the recreation lot. No boats or trailers shall be parked within the right-of-way of any public street in or adjacent to the property described herein.

Section 5. ANTENNAS. The Association may regulate or prohibit the erection of television antennas or satellite reception disks on individual lots.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to a lien for dues and assessments 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 dues and assessments.

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

CLASS A: All owners, other than the Declarant, shall be Class A members. Class A members 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 or votes for such lots shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B: The Class B member shall be the Declarant and the Declarant shall be entitled to two 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 first:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b. On December 31, 1988.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR DUES AND ASSESSMENTS. The Declarant, for each lot owned within the property, hereby covenants, and each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual dues and assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be established as hereinafter provided, and

(3) To the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the recreation lot and its facilities, and a pro rata share of assessments for public improvements to the recreation lot and its facilities, if the Association shall default in the payment thereof for a period of six months, all as hereinafter provided. The annual dues and special assessments, together with interest, 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 such assessment is made. Each such assessment, together with interest, 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 dues and assessment fell due. The personal obligation for the delinquent dues and assessments shall not pass to his successors in title unless expressly assumed by them. The recreation lot and its facilities shall not be subject to dues or assessments.

Section 2. PURPOSE OF ASSESSMENTS. The dues and assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the recreation lot and its facilities, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes against the recreation lot and its facilities, the procurement and maintenance of insurance in accordance with the by-laws, the employment of attorneys to represent the Association when necessary, for the maintenance of the roads and streets, if necessary, for the maintenance and operation of water, sewer, and other utility systems, if owned by the Association, for the maintenance and costs in connection with any

entrance signs, lighting, or landscaping, and for such other needs as may arise.

Section 3. MAXIMUM ANNUAL DUES. Until January 1, 1987, the maximum annual assessment shall be \$5.00 per lot.

(a) The maximum annual dues for the calendar year 1987 and for each calendar year thereafter shall be established by the Board of Directors and shall be increased by the Board of Directors without approval by the membership by an amount not to exceed five (5%) percent of the maximum annual dues of the previous year.

(b) The maximum annual dues for the calendar year 1987 and for each calendar year thereafter may be increased without limitation by a vote of 2/3 of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual dues at an amount not in excess of the maximum, subject to the provisions of this Article.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual dues authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the part of any construction, reconstruction, repair or replacement of a capital improvement within the recreation lot or its facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 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. All special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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 Section 3 or 4 of this Article shall be sent to all members not less than fifteen (15) 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 60% of all the votes of each class of memberships 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 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. RATE OF ANNUAL ASSESSMENTS. Both annual dues and special assessments must be fixed at a uniform rate for all lots.

Section 7. DATE AND COMMENCEMENT OF ANNUAL DUES: DUE DATES. The annual dues and special assessments, if any, provided for herein shall be collected on a monthly basis and shall commence on the first day of the month following the conveyance of the lot by the Declarant to an owner. The first annual dues and assessments shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual dues period, the Board of Directors shall fix the amount of annual dues 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 dues and assessments on a specific lot have been paid.

Section 8. EFFECT OF NONPAYMENT OF DUES AND ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any dues or assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the same manner as the foreclosure of deeds of trust, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such dues and assessments. No owner may waive or otherwise escape liability for the dues and assessments provided for herein by non-use of the recreation lot and its facilities, or abandonment of his lot.

Section 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY THE ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the recreation lot and its facilities or assessments for public improvements to the recreation lot and its facilities, which default shall continue for a period of six months, each owner of a lot in the development shall become personally obligated to pay the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of lots in the development. If each sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the lot of the owner.

Section 10. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the lien or liens provided for in the preceding Section. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish such lien as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any dues or assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

Section 11. EXEMPT PROPERTY. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the dues and assessment charge and lien created herein:

(a) The grantee in conveyances made 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) The recreation lot and its facilities.

(c) All properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such exemption.

(d) All vacant lots owned by Declarant so long as it owns more than 1/10 of all lots on the recorded map of Enchanted Oaks, Section II, Phase I and any additional lands annexed as herein provided. 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 1/10, its unsold lots will be subject to assessment on the same basis as vacant lots acquired by an individual.

(e) All vacant lots which remain vacant, for a period of one year after their initial conveyance by the Declarant, or until a residence is constructed thereon, whichever shall first occur.

## ARTICLE VI

### RESERVATION OF RIGHT TO ANNEX ADDITIONAL PROPERTY

The Declarant reserves the right to annex or add additional property whose owners shall have the same property rights and

obligations as described herein, by recording an instrument in writing subjecting such additional property to this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. REVIEW AND APPROVAL OF SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURES, ADDITIONS, ALTERATIONS OR CHANGES TO STRUCTURES AND LANDSCAPING. No building, structure, fence, mailbox, outside lighting, newspaper box, screen planting, swimming pool, or landscaping shall be erected, placed or altered on any building site until the plans, specifications and plot plans showing the location of such improvements, the nature, kind, shape, height and materials of said improvements have been submitted to and approved in writing as to conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to the surrounding structures and topography, by an architectural committee (herein called the "Architectural Committee") which said committee shall initially be the Declarant. In the event the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required. The Declarant shall be the sole member of the Architectural Committee until January 1, 1989, or until such time as the Declarant shall resign, whichever shall first occur. The Declarant may appoint an advisory committee composed of lot owners in the subdivision or other knowledgeable people to assist in evaluating the architectural effect of new construction in the subdivision. Upon resignation by the Declarant, the Board of Directors of the Association shall designate and appoint three persons to serve on the Architectural Committee. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Nothing herein contained shall be construed to permit interference with the development of the property by the Declarant so long as said development follows the general plan of development of the property.

Section 2. ARCHITECTURAL REQUIREMENTS. The Architectural Committee shall make the determination of approval of plans based upon the compatibility and conformity of the design of the proposed residence, building, wall, fence, swimming pool or other improvement.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. BUILDING UNIT. A building unit shall consist of each lot shown as lots 17 through 20, 33 through 36, 38

through 43, 45, and 47-59, Enchanted Oaks, Section II, Phase I, Book of Maps 1986, Page 1150, Wake County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.

Section 2. LAND USE AND BUILDING TYPE. No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of the Architectural Committee. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling, a private garage, and out-buildings incidental to residential use, provided, however, that no buildings other than the dwelling shall be allowed except with the prior written approval of the Architectural Committee. Construction of homes must be completed within twelve months after construction is begun.

Section 3. DWELLING SIZE. No dwelling shall be permitted on any building unit which dwelling has a total finished heated living area of less than 2300 square feet. For purposes of these covenants, basements, porches, garages and storage areas shall not be considered as a part of the finished heated living area.

Section 4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 60 feet nor nearer to any side street line than 30 feet. No building or structure shall be located nearer than 15 feet to an interior lot line, provided that a 5-foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be construed to permit any portion of a building or building unit to encroach on another building unit.

Section 5. PROHIBITED STRUCTURES. Mobile homes, shell homes, modular homes, precut, pre-assembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that the Architectural Committee may, without being required to do so, approve a home or other out-building on any lot with some of its components being precut.

Section 6. MINOR VIOLATIONS. The Architectural Committee shall have the right to waive any minor violations of the requirements of Sections 3 and 4 of this Article VIII. A minor violation shall be deemed to be any violation which is not more

than ten (10%) percent of the requirement for square footage or setback as contained in Sections 3 and 4 hereunder.

Section 7. EASEMENTS. Easements for installation and maintenance of utility and drainage facilities and infiltration areas are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

Section 8. NUISANCES. No noxious or offensive 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.

Section 9. TEMPORARY STRUCTURES. No structure of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. A boat or recreational vehicle, or one of each, may be placed on the lot, provided that any and all of such vehicles shall be screened from view of the streets and from adjoining properties, and provided that no such vehicle shall be occupied by any person, either temporarily or permanently.

Section 10. PETS. No animals, livestock or poultry of any kind, shall be raised, bred, kept on any lot, except for dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that the owner of any such pet shall not allow such animal to be at large in the subdivision. No person shall keep or maintain or permit the keeping of, on any lot in the subdivision, any animal or fowl otherwise permitted to be kept which, by habitual or frequent sound, cry, howling, barking, squawking, meowing, or other noise, shall disturb the quiet, comfort or repose of any person in the subdivision.

Section 11. VEHICLES. No boats, campers, trucks, junked, dismantled, wrecked, unlicensed or abandoned vehicles, mobile homes or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.

Motorized vehicles shall be operated only upon the paved portion of streets within the subdivision, driveways of individual lots, or parking areas specifically provided. No unlicensed motor vehicle shall be operated at any time upon the streets, shoulders or at any other place within the subdivision.

Section 12. SATELLITE DISHES. No satellite dishes, amateur radio antennas or towers or any other electronic receiving or sending device shall be placed or permitted to remain on any lot in the subdivision.

Section 13. UNDERGROUND UTILITIES. The Declarant reserves the right to subject the property to a contract with a North Carolina public utility holding a franchise with the State of North Carolina, for the installation of underground water, sewer and electric lines to the property which may require an initial payment and/or a continuing monthly payment to the public utility by the owner of each lot.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violation or to recover damages. Failure to enforce any covenant, condition 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 any part thereof by judgment or court order shall in no wise affect 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 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.

Section 3. TERM AND AMENDMENT. These covenants, conditions and restrictions shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, these covenants, conditions and restrictions 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 or terminate said covenants in whole or in part. No amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, nor shall it affect any lien for the payment thereof established herein.

Section 4. TRANSFER OF AUTHORITY. Any and all authority delegated specifically to the Declarant shall be transferred to the Association when all lots have been sold.

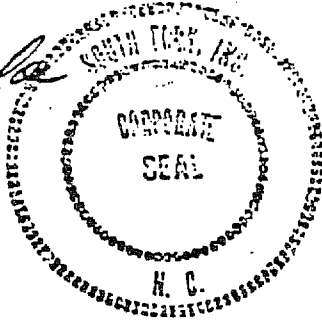
IN WITNESS WHEREOF, South Fork, Inc. has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, the day and year first above written.

SOUTH FORK, INC.

By: Carolyn P. Buffalo  
President

ATTEST:

Carolyn P. Buffalo  
Secretary

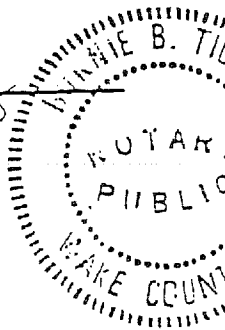


NORTH CAROLINA  
WAKE COUNTY

I, a Notary Public of the county and state aforesaid, certify that Carolyn P. Buffalo personally came before me this day and acknowledged that she is Secretary of South Fork, 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 her as its Secretary.

WITNESS my hand and official stamp or seal this 25<sup>th</sup> day of September, 1986.

Bonnie B. Tilley  
Notary Public



My Commission Expires October 13, 1986  
My Commission Expires: \_\_\_\_\_

NORTH CAROLINA - WAKE COUNTY  
The foregoing certificate \_\_\_\_\_ of Bonnie B. Tilley

\_\_\_\_\_  
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.

By Reginal R. Cooke  
Asst. Deputy Register of Deeds

KENNETH C. WILKINS, Register of Deeds

THIS ANNEXATION OF PROPERTY, made this 10th day of April, 1989, by South Fork, Inc., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Enchanted Oaks, Sec. II, Phase I, Book of Maps 1986, Page 1150, in Book 3833, Page 131, Wake County Registry;

WHEREAS, Article VI of said Declaration provided that the Declarant reserve the right to annex or add additional property whose owners shall have the same property rights and obligations as described therein, by recording an instrument in writing subjecting such additional property to that Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant has caused to be recorded maps of other sections of Enchanted Oaks, as follows:

- Section II, Phase II, Book of Maps 1987, Page 220
- Section II, Phase II, Book of Maps 1988, Page 1551
- Section II, Phase III, Book of Maps 1987, Page 221
- Section III, Lots 130 through 154, Book of Maps 1989, Page 306
- Section III, Lots 155 through 180, Book of Maps 1989, Page 307

000079

PRESENTED  
FOR  
REGISTRATION  
99 JUN 20 AM 11:28  
KENNETH G. JARVIS  
REGISTER OF DEEDS  
WAKE COUNTY

WHEREAS, some lots in the additional sections referred to above have been annexed as provided by the Declaration by specific language to that effect in the deed to each individual lot; and

WHEREAS, the Declarant now desires to annex and add all those certain lots shown on the maps described above.

NOW, THEREFORE, the undersigned hereby annexes and adds all those certain lots shown on the maps of other sections of Enchanted Oaks as more particularly described above, and subjects all of such additional lots to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3833, Page 131, Wake County Registry.

IN WITNESS WHEREOF, South Fork, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the day and year first above written.

SOUTH FORK, INC.

By: Lauren D. Biffle  
President

ATTEST:

Carolyn P. Bunker  
Secretary

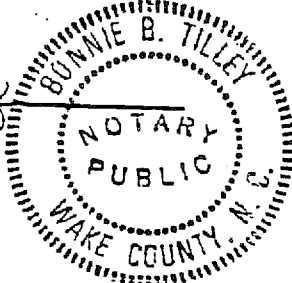
NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the county and state aforesaid, certify that Cassidy P. Buffaloe personally came before me this day and acknowledged that she is Secretary of South Fork, 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 her as its Secretary.

WITNESS my hand and official stamp or seal this 19th day of June, 1989.

Bonnie B. Tilley  
Notary Public



My Commission Expires: 10-13-91

OW:ROG:GWP\enchants6

NORTH CAROLINA — WAKE COUNTY

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

Bonnie B. Tilley  
Notar(y) 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 Kail C. Hooper  
Deputy Register of Deeds

Richard O. Gambel

PRESENTED

NORTH CAROLINA REGISTRATION

ANNEXATION OF PROPERTY

000198 WAKE COUNTY 89 AUG -3 PM 5:01

ENCHANTED OAKS SUBDIVISIONKENNETH C. THOMAS  
REGISTER OF DEEDS  
WAKE COUNTY

THIS ANNEXATION OF PROPERTY, made this 12th day of July, 1989, by South Fork, Inc., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Enchanted Oaks, Sec. II, Phase I, Book of Maps 1986, Page 1150, in Book 3833, Page 131, Wake County Registry;

WHEREAS, Article VI of said Declaration provided that the Declarant reserve the right to annex or add additional property whose owners shall have the same property rights and obligations as described therein, by recording an instrument in writing subjecting such additional property to that Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant has caused to be recorded an additional map of a section of Enchanted Oaks, as follows:  
Section III, Lots 114-125, 195-196, 200, Book of Maps 1989, Page 806

WHEREAS, other lots have been annexed by an instrument recorded in Book 4511, Page 711, Wake County Registry; and

WHEREAS, the Declarant now desires to annex and add all those certain lots shown on the map described above.

NOW, THEREFORE, the undersigned hereby annexes and adds all those certain lots shown on the map as more particularly described above, and subjects all of such additional lots to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3833, Page 131, Wake County Registry.

IN WITNESS WHEREOF, South Fork, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the day and year first above written.

SOUTH FORK, INC.

By: [Signature]  
President

ATTEST:  
[Signature]  
Secretary

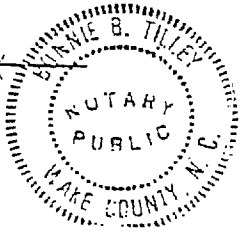
NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the county and state aforesaid, certify that Cavalia P. [Signature] personally came before me this day and acknowledged that [Signature] is Secretary of South Fork, 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 [Signature] as its Secretary.

WITNESS my hand and official stamp or seal this 17<sup>th</sup> day of June, 1989.

[Signature]  
Notary Public



My Commission Expires: 10-13-91

NORTH CAROLINA - WAKE COUNTY  
The foregoing certificate of \_\_\_\_\_ of \_\_\_\_\_  
[Signature] Notary (f) Public is

(has) 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

[Signature]  
Register of Deeds

NORTH CAROLINA  
WAKE COUNTY 000216

PRESENTED  
FOR  
RECORD ANNEXATION OF PROPERTY,

02 AUG 10 1992  
ENCHANTED OAKS SUBDIVISION

KENNETH C. WALKINS  
REGISTER OF DEEDS

THIS ANNEXATION OF PROPERTY, made this 10th day of June, 1992, by South Fork, Inc., a North Carolina Corporation, herinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Enchanted Oaks, Section II, Phase I, Book of Maps 1986, Page 1150, in Book 3833, Page 131, Wake County Registry;

WHEREAS, Article VI of said Declaration provided that the Declarant reserves the right to annex or add additional property whose owners shall have the same property rights and obligations as described herein, by recording an instrument in writing subjecting such additional property to that Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant has caused to be recorded an additional map of a section of Enchanted Oaks, as follows:

Section III, Lots 126-129 and 181-194, Book of Maps 1989, Page 659, Wake County Registry

WHEREAS, the Declarant now desires to annex and add all those certain lots shown on the map described above.

NOW THEREFORE, the undersigned hereby annexes and adds all those certain lots shown on the map as more particularly described above, and subjects all of such additional lots to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3833, Page 131, Wake County Registry.

IN ADDITION to the Declarant, the undersigned individual owners of lots join in the execution of this instrument to consent to the annexation under the terms of the Declaration.

IN WITNESS WHEREOF, South Fork, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and the undersigned individual owners hereunto have set their hands and seals the day and year first above written.

SOUTH FORK, INC.

BY: Lacy W. Buffalo (SEAL)  
Lacy W. Buffalo, President

ATTEST:

Carolyn P. Buffalo  
Secretary



Barbara W. Thompson (SEAL)

John H. Thompson (SEAL)

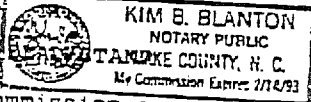
\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Kim B. Blanton, a Notary Public of the County and State aforesaid, certify that CAROLYN P. BUFFALOE, personally came before me this day and acknowledged that she is Secretary of SOUTH FORK, 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 her as its Secretary.

Witness my hand and official seal this the 26<sup>th</sup> day of June, 1992.



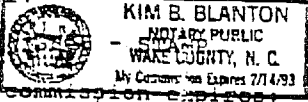
Kim B. Blanton  
Notary Public

My commission expires: 7.12.93

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Kim B. Blanton, a Notary Public of the County and State aforesaid, do hereby certify that Barbara Worthwick and John Worthwick, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 11<sup>th</sup> day of June, 1992.



Kim B. Blanton  
Notary Public

My commission expires 7/14/93

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of Kim B. Blanton

Notary Public.  
(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 P. Anne Reid  
Asst. Deputy Register of Deeds

My commission expires:

Notary Public

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NORTH CAROLINA

ANNEXATION OF PROPERTY

REGISTER OF DEEDS  
WAKE COUNTY

WAKE COUNTY

ENCHANTED OAKS SUBDIVISION

AUG 21 PM 1995

THIS ANNEXATION OF PROPERTY, made this 1st day of AUGUST, 1995, by South Fork, Inc., a North Carolina corporation hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions of Enchanted Oaks, Sec. II, Phase I, Book of Maps 1986, Page 1150, in Book 3833, Page 131, Wake County Registry;

WHEREAS, Article VI of said Declaration provided that the Declarant reserve the right to annex or add additional property whose owners shall have the same property rights and obligations as described therein, by recording an instrument in writing subjecting such additional property to that Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant has caused to be recorded an additional map of a section of Enchanted Oaks, as follows:

Enchanted Oaks, Section III, Phase 2, Lots 111, 112, 113, 197, 198, 199, and 201, Book of Maps 1994, Page 1121.

WHEREAS, other lots have been annexed by instruments recorded in Book 4511, Page 711, and Book 4541, Page 103, Wake County Registry; and

WHEREAS, the Declarant now desires to annex and add all those certain lots shown on the map described above.

NOW, THEREFORE, the undersigned hereby annexes and adds all those certain lots shown on the map as more particularly described

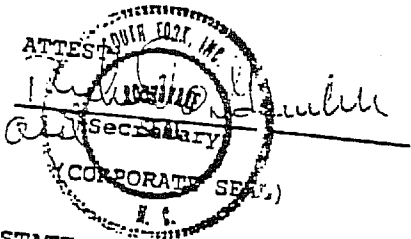
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above, and subjects all of such additional lots to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3833, Page 131, Wake County Registry.

IN WITNESS WHEREOF, South Fork, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the day and year first above written.

SOUTH FORK, INC.

By: Carolyn P. Buffaloe  
President



STATE OF NORTH CAROLINA  
COUNTY OF Johnston ~~Wake~~

I, Richard O. Wolfe, a Notary Public of the County and State aforesaid, certify that Carolyn P. Buffaloe, personally came before me this day and acknowledged that (s)he is Carolyn P. Buffaloe Secretary of South Fork, 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 Carolyn P. Buffaloe President, sealed with its corporate seal and attested by her/him as its Carolyn P. Buffaloe Secretary.

Witness my hand and official stamp or seal, this the 9th day of August, 1995.

Kimberly B. Wolfe  
Notary Public

My commission expires: 12/11/99

KIMBERLY B. WOLFE  
NOTARY PUBLIC  
JOHNSTON COUNTY  
NORTH CAROLINA

NORTH CAROLINA — WAKE COUNTY  
The foregoing certificate is

Kimberly B. Wolfe  
Notary (X) Public is

(said) 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, Registrar of Deeds  
By: [Signature]  
Deputy Registrar of Deeds