

STATE OF NORTH CAROLINA  
COUNTY OF WAKE  
000413  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
STONEHENGE 16, PHASE I  
RECORDED IN BOOK OF MAPS 1988,  
PAGE 1154, WAKE COUNTY REGISTRY

THIS DECLARATION, made on the date hereinafter set forth by DEVELOPMENT ASSOCIATES INC., a North Carolina corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain Property containing 9.2 acres more or less near the City of Raleigh, Wake County, North Carolina, which is more particularly described as Stonehenge 16, Phase One, as the same is shown on the map recorded in Book of Maps 1988, Page 1154, Wake County Registry; and

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

NOW, THEREFORE, Declarant hereby declares that all of the properties 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, covenants, restrictions 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 properties 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 STONEHENGE 16 HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all Property owned by the Association, for the common use and enjoyment of members or designated classes of members of the Association, including Limited Common Area, private drives, and including all water and sewer lines serving the properties which are not located in a publicly dedicated easement or public street.

Section 4. "Limited Common Area" shall mean those portions of the Common Area that serve only a limited number of Lots and which may include, but specifically are not limited to, driveways and walkways, parking, or areas serving only specified Lots, and such other similar areas as may be designated by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties on which such plot appears (provided said map has been approved by Declarant, with the exception of the Common Area and Limited Common Areas.

Section 6. "Lot in Use" shall mean and refer to any Lot on which a dwelling unit has been fully constructed and made ready for occupancy as a dwelling unit, including, without limitation, completion of the installation of final floor covering, interior paint and wallpaper and all appliances. In addition to the foregoing, a Lot may become a Lot in Use by contractual agreement between the Declarant and the Owner of such Lot.

Section 7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.