

# Sans Famille Covenants

– Transcription\* –

*Please be sure to review the Amendments to these  
Covenants, available at [sansfamille.org](http://sansfamille.org).*

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**A – Sans Famille Covenants – Book 2591. Pages 234-261**

Declaration of Covenants, Conditions and Restrictions for  
 Sans Famille, Section One,  
 Recorded in Book of Maps 1978, Page 87, Wake County Registry.

Index

Article I. Definitions. Sections 1-13 (each defining a term)	Pages 1-3
Article II. Annexation of Additional Properties Section 1. Votes required Section 2. Annexation without approval of Class A membership Section 3. Procedures for annexation Section 4. Transfer of Deeds for Common Area lands	3-5 3-4 4 4 5
Article III. Membership	5
Article IV. Voting Rights Section 1. Classes of membership Section 2. Voting right suspension	5-6 5 6
Article V. Property Rights Section 1. Members' easements of enjoyment Section 2. Delegation of use Section 3. Title to the Common Area Section 4. Parking rights	6-8 6 7 7 7-8
Section 5. TV antennas	8

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Article VI. Covenant for Assessments	8-16
Section 1. Creation of the lien and person obligation of assessments	8-9
Section 2. Purpose of assessments	9-10
Section 3. Amount of assessment	10-12
Section 4. Special assessments for capital improvements and street repairs	13-14
Section 5. Uniform rate of assessment	14
Section 6. Quorum for any action authorized under Sections 3 and 5	14-15
Section 7. Date of commencement of annual assessments: due dates	15
Section 8. Effect of nonpayment of assessments: remedies of the Association	15
Section 9. Subordination of the lien to mortgage	15-16
Section 10. Exempt property	16

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**A – Sans Famille Covenants***Index (continued)*

Article VII. Exterior Maintenance	16-17
Section 1. Easement and right of entry for maintenance	16
Section 2. Painting and staining	17
Article VIII. Architectural Control and Inspection	17-18
Article IX. Use Restrictions	18-20
Section 1. Rules and Regulations	18
Section 2. Use of property	18
Section 3. Quiet enjoyment	20
Article X. Easements	20-21
Section 1. Walks, drives, parking areas and utilities	20
Section 2. Easement for the benefit of the City of Raleigh	20
Section 3. Encroachments	21
Article XI. Easements Appurtenant to Lots	22
Article XII. Rights of First Mortgages and Insurers of First Mortgages	22
Section 1. Notice of default to first mortgages and insurers of first mortgages	22
Section 2. Right to inspect books of the Association	22
Article XIII. Dissolution of Insolvency of the Association	22-23

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Article XIV. General Provisions	23-28
Section 1. Enforcement	23
Section 2. Severability	23
Section 3. Amendment	23-24
Section 4. Procedure for amendment	24-25
Section 5. Amendment of declaration without approval of owners	25-26
Section 6. Amendment to achieve tax-exempt tax status	26
Section 7. Exchange of Common Area for other portions of the property	26-27
Section 8. FHA/VA approval	27
Section 9. Liability of the owners of lots for pro rata share of ad valorem taxes and assessments	28

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**B – Amendments to the Covenants**Index

<p><b>Book 2661, Pages 741-743</b>  Amendment to Declaration of Covenants, Conditions and Restrictions for Sans Famille, Recorded in Book 2591, Page 234, Wake County Registry, 9/22/1978.  Amends title of Covenants, the 2<sup>nd</sup> paragraph of the Declaration, and Article VI, Section 3(a).</p>	29-31
<p><b>Book 2692, Pages 577-579</b>  Declaration of Annexation of Sections Two, Three, Four and Five Sans Famille. 12/14/1978</p>	32-34
<p><b>Book 2724, Pages 228-230</b>  Amendment to Declaration of Covenants, Conditions and Restrictions for Sans Famille, Recorded in Book 2591, Page 234, Wake County Registry, 3/21/1979.  Amends Article VI, Section 3(a).</p>	35-36
<p><b>Book 3072, Pages 543-544</b>  Amendment to Declaration of Covenants, Conditions and Restrictions for Sans Famille, Recorded in Book 2591, Page 234, Wake County Registry, 12/17/1982.  Amends Article X, Section 2. Easement for the Benefit of Applicable Governmental Agencies, Public Utility Companies and Public Service Agencies.</p>	37-38

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**BOOK 2591 PAGE 234**

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR SANS FAMILLE, SECTION ONE  
PAGE 87. WAKE COUNTY REGISTER**

This declaration, made on the date hereinafter set forth by the ADAMS-BILT COMPANY, a North Carolina corporation, hereinafter referred to as the "Declarant":

WITNESSETH:

That whereas, the Declarant is the owner of certain property in the City of Raleigh, Wake County, North Carolina., which is more particularly described as Sans Famille, Section One, as the same is shown on a map recorded in Book of Maps 197B, Page 87, Wake County Registry: and

WHEREAS, the 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 Sans Famille Homeowners Association, its successors and assigns.

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**BOOK 2591 PAGE 235**

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 real property owned by the Association for the common use and enjoyment of all members of designated classes of the members of the Association. Common Area shall be designated as such on each recorded map of the Properties.

Section 4. "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.

Section 5. "Lot in Use" shall mean and refer to any lot on which a dwelling unit has been fully constructed and occupied as a dwelling unit.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to the Adams-Bilt Company and its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose.

Section 9. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

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**BOOK 2591 PAGE 236**

Section 10. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 11. "Common Expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses declared to be common expenses by the provisions of this Declaration or the ByLaws, including, without limitations, those items listed in this Declaration as purposes for which assessments may be used.
- (c) Hazard, liability, or such other insurance premiums as the Declaration or the ByLaws may require the Association to purchase.
- (d) Expenses agreed by the members to be common expenses of the Association.

Section 12. "Residence" shall mean and refer to a dwelling or place of residence constructed upon a Lot within the Property.

Section 13. "Amenities" shall mean the facilities constructed, erected or installed on the Common Areas for the use, benefit and enjoyment of Members.

**ARTICLE II**

**ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. Except as otherwise provided in this Article, annexation of additional Property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members, not less than 30 days nor more than 60 days, in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice

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**BOOK 2591 PAGE 237**

requirements set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of the Association, the Declarant should develop additional lands within the boundaries of the tract of land containing 25.427 acres as the same are shown on a map recorded in Book of Maps 1977 at Page 816, Wake County Registry, such additional lands may be annexed to said Properties without the assent of the Class A members.

Section 3. Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 2 above (and by the Association) if pursuant to Section 1 above, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions therein. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except the City of Raleigh if required by its ordinances.

Section 4. Subsequent to the recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Association on or more deeds conveying any Common Area within the lands annexed as such Common Area is developed.

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**BOOK 2591 PAGE 238**

**ARTICLE III**

**MEMBERSHIP**

Every person entity who is record owner of a fee simple or undivided fee interest in any Lot, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot in this Subdivision.

**ARTICLE IV**

**VOTING RIGHTS**

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among 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. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III. provided that the Class A membership shall cease and be converted to Class B membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in

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**BOOK 2591 PAGE 239**

Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article II, Section 2 above, or

(b) On January 1, 1987

Section 2. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations.

**ARTICLE V**

**PROPERTY RIGHTS**

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions.

(a) The right of the Association, in accordance with its articles and ByLaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no conveyance of Common Area shall deprive any Member of the

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**BOOK 2591 PAGE 240**

full use thereof. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) or the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance; provided, however, that the votes and signature of members shall not be required for any dedication or transfer permitted by this Declaration.

Section 2. Delegation of use. Any member may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchaser who reside on the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area shown on the aforementioned recorded map to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except utility and drainage easements to governmental authorities, easements, restrictions, covenants and conditions set forth herein. Similarly, the Declarant will convey to the Association Common Areas which are parts of Sans Famille as those portions are annexed in the future until all Common Area, as shown on plans approved by the City of Raleigh, have been conveyed to the Homeowners Association.

Section 4. Parking Rights. The Association may regulate the parking of automobiles, boats, trailers and other such items on the Common Area. No automobiles, owned or used by residents, trailers, campers, motor homes, trucks or tractors shall be parked within the right of way of any street in or adjacent to Sans Famille, unless specifically permitted by regulations adopted by the Association;

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**BOOK 2591 PAGE 241**

nor shall boats, trailers, campers, motor homes, trucks or tractors be regularly parked on the Properties except in an enclosed garage or Common Area designated for such use, if any. The Association shall from time to time adopt appropriate rules for the temporary parking of these items on the Properties

Section 5, TV Antennas. The Association may provide one or more central television antennas for the convenience of the members and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas on individual lots if one or more central television antennas are provided.

**ARTICLE VI**

**CONVENANT OF ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Notwithstanding any provision or inference in this Declaration to the contrary, no Lot shall be subject to any annual or special assessment until and unless such Lot becomes a Lot in Use, except as follows: Following approval of each area for annexation by both the City of Raleigh and either the Veterans Administration or the Federal Housing Administration and the annexation of each such area by the Declarant, and before the sale of any Lot in the area annexed.

The Common Area of such annexed area shall be conveyed to the Association. Thereafter, beginning on the first day of the first month following such conveyance, the owner of every Lot within the annexed areas which is not a Lot in Use shall pay to the Association for each Lot owned a sum equal to one-fourth (1/4) of the monthly sum payable by the owner of a Lot in Use annual assessment. Such payment shall continue monthly as to each such Lot until each such Lot becomes a Lot in Use.

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**BOOK 2591 PAGE 242**

The Declarant, for each Lot in Use owned within the Property upon which a residence has been constructed, hereby covenants, and every other owner of any Lot by acceptance of the deed (whether or not it shall be expressed in any such deed or other conveyance) is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges for common expenses.
- (b) Special assessments for capital improvements and street maintenance.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest therein and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot and improvements, against which each such assessment is made. Each such assessment, together with such interest and costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due. The personal obligation of the owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments shall be shared equally by the owners of each Lot, except as otherwise provided in this section.

The Association, upon demand at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the residents and the Property,

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**BOOK 2591 PAGE 243**

including, but not limited to, the payment of premiums for liability insurance, local taxes on Common Areas, maintenance of facilities located on Common Areas, payment of assessments for public or private capital improvements made to or for the benefit of the Common Areas particularly the maintenance of private streets and a street lighting system; enforcing these covenants and the rules of the Association; improving the Property; and providing the services and facilities for purposes of and related to the use and enjoyment of the Common Areas and facilities.

Section 3. Amount of Assessment.

(a) Initial Assessment. To and including December 31, 1979, the initial annual assessment shall not be in excess of twelve dollars (\$12) per Lot, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3.

(b) Increase by Association. From and after December 31, 1979, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed the greater of five, (5%) per cent per year or the percentage increase reflected in the U.S. City Average, Consumer Price Index - United States - and selected areas for urban wage earners and clerical workers, all items most recent index and percentage change from selected dates (published by the U.S. Bureau of Labor Statistics, Washington, DC), or such other Index as may succeed the Consumer Price Index, for the twelve-month period ending the immediately preceding July 1, and such increased assessment shall be the maximum annual assessment.

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**BOOK 2591 PAGE 244**

(Explanatory Note - It is the objective of this paragraph (b) to enable the Board of Directors to increase dues sufficient to assure the maintenance of Common Areas and facilities to which every homeowner is entitled. On the other hand, the Board of Directors should not have unlimited authority to raise dues without the consent of at least two-thirds of the homeowners.

The Consumer Price Index, which is published by the Federal Government, reflects rises and falls in the cost of living. However it is formulated by tabulating the price of many factors, such as wages, food, clothing, housing, etc. The items included in the Consumer Price Index, which would directly affect the need to lower or raise the dues of homeowners in order to properly maintain private streets, landscaping, street lights, utilities and other common facilities, would be such items as costs of labor, maintenance equipment and materials. Conceivably, during some years the cost of these items may rise more than the average increase in the Consumer Price Index.)

To allow for such a possibility, the Declarant has provided that the Board of Directors may raise dues from year to year in order to assure proper maintenance and thereby protect property values of the homeowners. On the other hand, The Declarant feels that the homeowners must be protected against any excessive increases in dues by the Board of Directors without the consent of the homeowners. To accomplish both objectives it is essential to use some formula. The Consumer Price Index is used by many associations because it provides a generally accepted measurement in the rise in cost of living.

If the Consumer Price Index formula should ever prove inadequate to provide for the maintenance which the Board of Directors feels is necessary, the Board must then obtain the consent of

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**BOOK 2591 PAGE 245**

two-thirds of the owners as provided in paragraph (c) of this Section 3 in order to increase dues to an amount greater than is permitted under the Consumer Price Index formula.

(c) Increase by Members. From and after December 31, 1979, the annual assessment may be increased by a percentage greater than that established by the Consumer Price Index formula by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations herein set forth shall not apply to any increase in assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the annual assessment in an amount in excess of the sums derived by application of the Consumer Price Index formula provided in Subsection (b) without the consent of members required by Subsection (c) of this section 3.

(e) The Board of Directors may decrease the annual assessment from time to time if in its opinion such decrease is prudent.

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**BOOK 2591 PAGE 246**

Section 4. Special Assessments for Capital Improvements and Street Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment other than for emergency street maintenance shall have the assent of two-thirds (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, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

If, in the opinion of the Board of Directors, which shall be the sole judge, an emergency should occur which requires immediate maintenance of a street to make it useable or to prevent substantial damage to a street which may render it unusable or which may result in greater repair costs if repair is delayed, the Board of Directors may declare that a need exists for emergency street maintenance. In such event, the Board of Directors may immediately cause such repairs to be made and levy a special assessment for the cost of such repairs.

(Explanatory note of Declarant to Future Members –  
The private streets of Sans Famille are constructed of concrete. In the absence of unforeseeable circumstances (such as a broken water main which might undermine the roadbed of a street), it is unlikely that any of the pavement will require any maintenance for a number of years. Because of this, the Declarant believes that it will be unnecessary for some years to include in the annual assessment any amount for street maintenance.

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**BOOK 2591 PAGE 247**

However, if there should be some unusual circumstance which requires emergency repairs, the Board has been authorized to make those repairs without a vote of the membership and to levy a special assessment to defray the cost. In future years when it becomes apparent that street repair is about to be needed, it is suggested that the annual assessment be adjusted to provide repair funds on a continuing basis.)

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, on a per lot basis, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be paid in equal monthly installments and the payment of such shall commence as to all Lots in Use and other lots in each area annexed on the first day of the month following the date of conveyance of a portion of the common area in such annexed area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

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**BOOK 2591 PAGE 248**

The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or portion thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. The Association may bring an action against the owner personally obligated to pay the same, and interest, cost, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage on such lot. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be

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**BOOK 2591 PAGE 249**

exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE VII**

**EXTERIOR MAINTENANCE**

Section 1. Easement and Right of Entry for Maintenance. It is anticipated that residences shall be constructed on the various lots in Sans Famille having little or no side yard on one side (referred to herein as “zero lot line side”) and that maintenance, such as repairs, painting, staining or reconstruction of a residence on the zero lot line side will necessitate going on the property which adjoins on the zero lot line side (referred to in this article as “adjacent lot”) in order to perform such maintenance from time to time. Further, the construction of residences along property lines may result in some encroachments by portions of such residences on adjacent lots.

Every owner shall have an easement and right of entry upon the adjacent lot to the extent necessary to accommodate encroachments as aforesaid and to perform such maintenance. Except for emergencies, each exercise of such right of entry shall require 24 hours advance notice to the occupant of the adjacent lot and shall be limited to the period between sunrise and sunset. Such maintenance shall be done expeditiously and upon completion of the work, the owner shall restore the adjacent lot to as near the same condition as is reasonably practicable.

The easement provided for in this Article shall be applicable equally to garages which are attached to residences but shall not apply to fences or other structures which are not portions of residences or which were not constructed as part of the original improvements on a Lot.

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**BOOK 2591 PAGE 250**

Section 2. Painting and Staining. Each time that an owner repaints or re-stains his residence, he shall use paint or stain having (as nearly as practicable) the same color that was last used for painting or staining on the side (one side only) which faces the adjacent lot unless he and the owner of the adjacent lot shall agree to the use of a different color. If the owner of the residence to be painted or stained wishes to use a different color and cannot obtain the consent of the owner of the adjacent lot, he may petition the Board of Directors of the Association, giving notice of the petition to the owner of the adjacent lot, and the decision of that Board as to whether the color may be changed to the color desired by the owner shall be final and binding on all parties.

**ARTICLE VIII**

**ARCHITECTURAL CONTROL AND INSPECTION**

Unless done by the Declarant, no site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, residences, outbuildings, fences, walls, screens (whether by plants or structures) and other structures, shall be undertaken upon the Properties unless the plans and specifications therefore, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to the Declarant or its agent and expressly approved in writing.

No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements may be undertaken on any of the Properties without prior review and express written approval of the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board; provided, however, that any original improvement which has been partially or wholly destroyed or

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**BOOK 2591 PAGE 251**

removed may be reconstructed in the same location using materials substantially the same materials as were used in the original improvements without the necessity of obtaining approval.

In the event the Declarant or the Association, as the case may be, fails to approve or disapprove the site or design of any proposed improvements within thirty (30) days after plans and specifications have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Declarant or the Association if they contain erroneous data or fail to present adequate information upon which the Declarant or the Association, as the case may be, can arrive at a decision.

**ARTICLE IX**

**USE RESTRICTIONS**

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 2. Use of Property. Each residential lot and the Common Areas shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the By-Laws:

(a) All structures on residential lots shall be used for residential and related purposes. Each residence shall be used as a single-family residence, and for no other purpose, except that the Declarant may use one or more residences for offices and/or model residences for sales purposes.

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**BOOK 2591 PAGE 252**

(b) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(c) Nothing shall be done in, or to, any residences which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

(d) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except that the Declarant or its agents may use any unsold residence for sales or display purposes.

(e) Except as required by Ordinances of the City of Raleigh, no owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any residence, except as allowed by the Association pursuant to its By-Laws (and if allowed shall comply with the zoning ordinances of the City of Raleigh); provided however, that the Declarant and any mortgagee who may become the owner of any unit, or their

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**BOOK 2591 PAGE 253**

respective agents, may place “For Sale” signs on any unsold residence.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Property.

**ARTICLE X**

**EASEMENTS**

Section 1. Walks, Drives, Parking Areas and Utilities. That portion of each lot which lies within five (5) feet of the right of way of any private street shall be subject to such water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and such other utilities as the Association may elect to install from time to time. All of the property, including Lots, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities as shall be established prior to the time the Declarant subjected the Property to this Declaration.

The Association shall have the power and authority to grant and to establish in, over, upon, and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2. Easement for the Benefit of the City of Raleigh. An easement is hereby established for the benefit of the City of Raleigh over all Common Area hereby or hereafter established for setting, removing and reading water meters, maintaining and replacing water, sewage and drainage facilities, fire-fighting and garbage collection.

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**BOOK 2591 PAGE 254**

In no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police or other public service to the property or any of its occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, homeowner's association, or occupants. All conveyances of any portion of the Property shall be subject to these limitations on the City's responsibility.

Section 3. Encroachments. All lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, and walls.

If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same; provided, however, that the exercise of this easement for maintenance shall be in accordance with the provisions of Article VII. Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed twelve (12) months following conveyance of a lot to an owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected lot, or lots, to as near the original condition as practicable.

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**BOOK 2591 PAGE 255**

**ARTICLE XI**

**EASEMENTS APPURTENANT TO LOTS**

All private streets shall be subject to an easement in favor of every Lot to which they are adjacent or which they are designated to serve and shall be deemed appurtenant to each such Lot, whereby the owner of each such Lot shall be entitled to use them as a means of ingress, egress, and regress and such other uses as shall have been designated. Such easement shall be superior to the lien of every mortgage or deed of trust.

**ARTICLE XII**

**RIGHTS OF FIRST MORTGAGEES AND INSURERS OF FIRST MORTGAGES**

Section 1. Notice of Default to First Mortgagees and Insurers of First Mortgages (this term including deeds of trust). In the event that any Member is in default in any obligation hereunder which remains uncured for a period of sixty (60) days, every lender who is a first mortgagee as to the Lot of the defaulting Member and the insurer of such first mortgage, shall be immediately notified of such default, provided that such lender and/or insurer shall be given notice to the Association that it is a first mortgagee or insurer as to the Lot of such Member and shall have requested the notice of default as herein set forth.

Section 2. Right to Inspect Books of the Association. The first mortgagee and/or insurer of a first mortgage of the Lot of a Member of the Association shall have the right, during regular business hours to examine the books and records of the Association.

**ARTICLE XIII**

**DISSOLUTION OR INSOLVENCY OF THE ASSOCIATION**

In the event that the Association becomes insolvent, is dissolved or for any reason whatsoever loses the ownership of any of

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**BOOK 2591 PAGE 256**

the private streets referred to in Article XI above, the owners of Lots having an interest in such private streets may, at their election as determined by majority vote, form a non-profit corporation as provided in the Charter and By-Laws of the Association to assess on a per-Lot basis all Lots abutting such Common Area, whereupon such corporation shall maintain such Common Area in the same manner that the Association is empowered to do by this instrument with the same right of lien for assessments provided for herein. Membership in such corporation would be compulsory for all Owners abutting the private street or streets having an interest in the areas to be maintained by the corporation. Such corporation would have no powers except those provided for in this Article or reasonably incidental thereto.

**ARTICLE XIV**

**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding, at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or so by any owner to enforce any covenant 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 restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is

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**BOOK 2591 PAGE 257**

recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20)-year period by an instrument signed by the owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Wake County Registry. All amendments shall become effective upon recordation.

Section 4. If any amendment to these covenants, conditions and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed by the owners of the required number of lots. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

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**BOOK 2591 PAGE 258**

**CERTIFICATION OF VALIDITY OF AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS OF SANS  
FAMILLE**

By authority of its Board of Directors, Sans Famille Homeowners Association hereby certifies that the foregoing instrument has been duly executed by the owners of \_\_\_\_\_ per cent of the Lots of Sans Famille and is, therefore, a valid amendment to the existing covenants, conditions, and restrictions of Sans Famille.

Sans Famille

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

All amendments shall be effective from the date of recordation in the Wake County Registration; provided, however, that no such amendment shall be valid until it has been indexed in the name of this Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Sans Famille.

Section 5. Amendment of Declaration Without Approval of Owners. The Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to

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**BOOK 2591 PAGE 259**

qualify the Property or any lots and improvements thereon for mortgage or improvement loans made or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Governmental National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval shall be sufficient evidence of the approval of such corporation or agency.

No amendment made pursuant to this Section shall be effective until duly recorded in the Wake County Registry.

Section 6. Amendment to Achieve Tax-Exempt Status.  
The Declarant, for so long as it shall retain control of the Association, and thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and without the consent of the owner, to qualify the Association or the Property, or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Wake County Registry.

Section 7. Exchange of Common Area for Other Portions of the Properties. Notwithstanding any provision herein to the

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**BOOK 2591 PAGE 260**

contrary, other than Section 8 of this Article XIV, it is expressly provided that the Association may convey to the Declarant, as well as any other Member, in exchange for other portions of the Properties conveyed by the Declarant or other Member to the Association, any portion of the Common Area theretofore conveyed to the Association all as provided in the Articles of Incorporation of the Association. Upon such conveyances, the area thus conveyed to the Declarant or other Member shall cease to be Common Area and shall cease to be subject to the provisions of these Covenants relating to the Common Area; but the area thus conveyed to the Association shall become Common Area and subject to the provisions of these Covenants relating to Common Area. (The following hypothetical situation is by way of illustration, but not of limitation: Due to the sub-surface soil condition, it may be desirable to move the location of a private street which is a part of the Common Area, whereupon a portion of existing Lots may become street area and portion of street area may become a portion of the rearranged Lots. Under this provision, the Declarant and the Association exchange deeds so that the street area may be thus relocated and Lots may be rearranged along the street as relocated.)

Section 8. FHA/VA Approval. Notwithstanding any provision in this instrument to the contrary, as long as there is a Class B membership, and if Declarant desires to qualify sections of Sans Famille for Federal Housing Administration or Veterans Administration approval (but not otherwise), the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, exchange of Common Area for other portions of the Properties, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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**BOOK 2591 PAGE 261**

Section 9. Liability of the Owners of Lots for Pro Rata Share of Ad Valorem Taxes and Assessments. The Code of the City of Raleigh provides “that upon default by the Homeowners Association in the payment of any ad valorem taxes or assessments for public improvements to the governmental authority entitled thereto, which default shall continue for a period of six (6) months, the taxing or assessing governmental authority shall be vested with a lien on each individual residential site within the development in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of residential sites in the development. Such liens may be foreclosed by the governmental authority in the same manner as provided for foreclosure of liens for ad valorem taxes and assessments for public improvements.” Until or unless the foregoing provisions of the City Code of Raleigh is repealed, each Lot shall be subject to its provisions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this the 15th day of February, 1978, by authority of its Board of Directors.

See original document of signatures.

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**BOOK 2661 PAGE 741**

**AMENDMENT**

AMENDMENT TO NORTH CAROLINA  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SANS FAMILLE,  
RECORDED IN BOOK 2591, PAGE 234 WAKE COUNTY  
REGISTRY  
WAKE COUNTY, NORTH CAROLINA

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the ADAMS-BILT COMPANY, a North Carolina corporation, herein referred to as the “Declarant”:

WITNESSETH:

THAT WHEREAS the Declarant is the owner of all of that certain property in the City of Raleigh, Wake County, North Carolina, which is more particular described in the following maps which are records as indicated below in the Wake County Registry  
Sans Famille, Section One Book of Maps 1978, Page 87  
Sans Famille, Section Two Book of Maps 1978, Page 323  
Sans Famille, Section Three Book of Maps 1978, Page 428  
Sans Famille, Section Four Book of Maps 1978, Page 519

AND WHEREAS, in the development of portions of Sans Famille Subdivision, certain changes in the lot lay-out and street location and other details in the Plan of Development appear desirable to the Declarant; and

WHEREAS such changes necessitate an Amendment to the Declaration of Covenants, Conditions and Restrictions of Sans Famille, as recorded in Book 2581, Page 234, Wake County Registry;

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants, Conditions and Restrictions for Sans Famille (hereinafter referred to as “Declaration”) as the same is recorded in Book 2591, Page 234, Wake County Registry, said Amendments being as follows:

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**BOOK 2661 PAGE 742**

1. The title of the Declaration is amended by deleting the title as it now exists and substituting in its stead the following:

“Declaration of Covenants, Conditions and Restrictions of Sans Famille, as shown on map entitled ‘Recombination of Lots 2 thru 10, Section One & Lots 10 thru 12, Section Three, Sans Famille, recorded in Book of Maps 1978, Page 637, Wake County Registry.

2. The second paragraph of the Declaration is hereby deleted and the following is inserted in its stead: “THAT WHEREAS, the Declarant is the owner of certain property in the City of Raleigh, North Carolina, which is more particularly described as Sans Famille, Recombination of Lots 2 thru 10, Section One & Lots 10 thru 12, Section Three, as the same is shown on a map recorded in Book of Maps 1976, Page 637, Wake County Registry.

3. Article VI, Section 3 (a) is amended by deleting that entire paragraph and by inserting in its stead the following:

“To and including December 31, 1979, the initial annual assessment shall not be in excess of Twenty-Seven Dollars (\$27.00), the exact amount of which shall be determined from time to time, as provided in Subsection (d) of this section 3.

Except as herein amended, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument, this the 21st day of September, 1978, by authority of its Board of Directors.

THE ADAMS-BILT COMPANY

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_

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**BOOK 2661 PAGE 743**

See original document for signatures of certification.

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**BOOK 2692 PAGE 577**

**DECLARATION OF ANNEXATION**

NORTH CAROLINA  
DECLARATION OF ANNEXATION OF  
SECTIONS TWO, THREE, FOUR AND FIVE,  
SANS FAMILLE, WAKE COUNTY

THIS DECLARATION OF ANNEXATION made on the date hereinafter set forth, by the ADAMS-BILT COMPANY, a North Carolina corporation, hereinafter referred to as “Declarant” and GEORGE BRYANT, of Wake County, North Carolina;

WITNESSETH:

THAT, WHEREAS, the Declarant and George R. Bryant are the owners of the following described property; and

WHEREAS, Declarant has previously filed that certain Declaration of Covenants, Conditions and Restrictions of Sans Famille, recorded in Book 2591, Page 741, Wake County Registry; and

WHEREAS, pursuant to and as allowed by the terms of Article II, Section 2 of said Declaration, Declarant has the right to annex certain additional properties to the Properties covered by the Declaration, as amended; and

WHEREAS, Declarant wishes to so annex the below described property to the said Declaration, as amended; and

WHEREAS, George R. Bryant being the owner of Lot 75, Section Four, Sans Famille as shown on plat recorded in Book of Maps 1978, Page 519, Wake County Registry joins in this instrument to evidence his consent to the said annexation.

NOW, THEREFORE, Declarant and George R. Bryant hereby declare that all of the following described property is hereby annexed to the Properties covered by and described in the herein before referred to Declaration of Covenants, Conditions and Restrictions, as amended, the terms and conditions of the said Declaration, and amendment thereto, being incorporated herein in the entirety, and by this reference made a part hereof. These Covenants, Conditions and Restrictions shall run with the real property hereinafter

Page -32-

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**BOOK 2692 PAGE 578**

described and shall be binding on all parties having or acquiring any right, title or interest in the said real property or any part thereof, and shall inure to the benefit of each owner thereof.

The real property hereby annexed is located in the City of Raleigh, Wake County, North Carolina, and is more particularly described as follows:

1. Lots 64 through 73, inclusive, and Lots 104 and 105, Section Two, Sans Famille as shown on plat recorded in Book of Maps 1978, Page 323, Wake County Registry.
2. Lots 13 through 24, inclusive, Section Three, Sans Famille as shown on plat recorded in Book of Maps 1978, Page 428, Wake County Registry, TOGETHER WITH AND INCLUDING that certain unnamed and unnumbered strip lying between Lot 12 and Lots 13 and 14 as shown on said map recorded in Book of Maps 1978, Page 428, Wake County Registry.
3. Recombination of Lots 10, 11, and 12, Section Three, Sans Famille as shown on map recorded in Book of Maps 1978, Page 637, Wake County Registry.
4. Lots 74 through 84, inclusive, Section Four, Sans Famille as shown on map recorded in Book of Maps 1978, Page 519, Wake County Registry.
5. Lots 49 through 60, inclusive, Section Five, Sans Famille as shown on map recorded in Book of Maps 1978, Page 831, Wake County Registry.
6. Revision of Lot 1, Section One, Sans Famille as shown on map recorded in Book of Maps 1978, Page 323, Wake County Registry.
7. Recombination of Lots 2 through 10, inclusive, Section One, Sans Famille as shown on map recorded in Book of Maps 1978, Page 637, Wake County Registry.

IN WITNESS WHEREOF, The Adams-Bilt Company, as Declarant, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, all by authority of its Board of Directors, and the said George R. Bryant has hereunto set his hand and seal, this the 14th day of December 1978.

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**BOOK 2692 PAGE 579**

See original document for signatures.

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**BOOK 2724 PAGE 228**

**AMENDMENT**

NORTH CAROLINA AMENDMENT TO  
DECLARATION OF COVENANTS  
WAKE COUNTY CONDITIONS AND RESTRICTIONS  
FOR SANS FAMILLE, RECORDED IN  
BOOK 2591, PAGE 234,  
WAKE COUNTY REGISTRY

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the Adams-Bilt Company, a North Carolina corporation, herein referred to as the “Declarant”, and the below set forth lot owners:

WITNESSETH:

THAT, WHEREAS, the Declarant and the below set forth lot owners are the owners of all of the following maps which are recorded particularly described on the following maps which are recorded as indicated below in the Wake County Registry:

Sans Famille, Section Two Book of Maps 1978, Page 323  
Sans Famille, Section Three Book of Maps 1978, Page 428  
Sans Famille, Section Four Book of Maps 1978, Page 519  
Sans Famille, Section Five Book of Maps 1978, Page 831  
Sans Famille, Section One & Three Book of Maps 1978, Page 637

AND WHEREAS, in the development of portions of Sans Famille, certain changes in the street lighting and other details in the Plan of Development appear desirable to the Declarant; and

WHEREAS, such changes necessitate an Amendment to the Declaration of Covenants, Conditions and Restrictions of Sans Famille as recorded in Book 2591, Page 234, Wake County Registry, and as previously amended by instrument recorded in Book 2661, Page 741, Wake County Registry.

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants, Conditions and Restrictions for Sans Famille (hereinafter referred to as “Declaration”); as the same is recorded in Book 2591, Page 234, Wake County Registry, and as same has been amended by instrument recorded in Book 2661, Page 741, Wake County Registry, said Amendments being as follows:

Page -35-

*\*Caution:*

*This document is a transcription of the original covenants. Please verify accuracy with the original document, which can be found on the association’s website ([sansfamille.org](http://sansfamille.org)) or the Register of Deeds website.*

**BOOK 2724 PAGE 229**

Article VI, Section 3(a) is amended by deleting that entire paragraph and that certain substitution of said Article VI, Section 3 (a) set forth as Item 3 in the said Amendment recorded in Book 2661, Page 741, Wake County Registry is also deleted, and the following is hereby inserted in its stead:

“To and including December 31, 1979, the initial annual assessment shall not be in excess of Thirty (\$30) Dollars, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3.”

Except as herein amended, the said Declaration recorded in Book 2591, Page 234, Wake County Registry, and as previously amended by instrument recorded in Book 2661, Page 741, Wake County Registry, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 21st day of March, 1979, by authority of its Board of Directors, and the undersigned lot owners have executed this instrument to acknowledge their consent to the above set forth amendment and to agree to be bound by the terms thereof.

See original document Book 2724 pages 229 & 230 for signatures

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**BOOK 3072 PAGE 543**

**AMENDMENT**

AMENDMENT TO DECLARATION OF  
CONVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SANS FAMILLE  
RECORDED IN BOOK 2591, PAGE 234,  
WAKE COUNTY REGISTRY

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the Adams-Bilt Company, a North Carolina corporation, herein referred to as the “Declarant”.

WITNESSETH:

That, whereas, the Adams-Bilt Company has hereto forth executed and caused to be recorded an instrument entitled “Declaration of Covenants, Conditions and Restrictions for Sans Famille, Section One, recorded in Book of Maps 1978, Page 87, Wake County Registry”, and having been recorded in Book 2591, Page 234, Wake County Registry, which Declaration was amended by an instrument entitled “Amendment to Declaration of Covenants, Conditions and Restrictions for Sans Famille, recorded in Book 2591, Page 234, Wake County Registry” recorded in Book 2661, Page 741, Wake County Registry, which Declaration was further amended by an instrument entitled “Amendment to Declaration of Covenants, Conditions and Restrictions for Sans Famille, recorded in Book 2591, Page 234, Wake County Registry”, recorded in Book 2724, Page 228, Wake County Registry, these three documents being collectively referred to as the “Declaration”; and

Whereas, Article XIV, Section 5 of the Declaration provides that “the Declarant, without the consent of approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the property”; and

Whereas, the City of Raleigh (which has legal jurisdiction over the property) desires the Declaration to be amended in the following manner;

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

The first paragraph of Article X, Section 2, is hereby deleted and replaced with the following paragraph:

Page -37-

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**BOOK 3072 PAGE 544**

“Section 2. Easement for the Benefit of Applicable Governmental Agencies, Public Utility Companies and Public Service Agencies. An easement is hereby established over the common areas and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies for necessary for setting, removing and reading meters, replacing and maintaining water, sewage and drainage facilities, electrical, telephone, gas and cable antenna lines, firefighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.”

Except as amended herein and as previously amended as set forth above, the declaration recorded in Book 2591, Page 234, Wake County Registry, shall remain in full force and effect.

IN TESTIMONY WHEREOF, this instrument has been executed by The Adams-Bilt Company the 17 day of December 1982, by authority of its Board of Directors.

See original document for signatures

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