

WAKE COUNTY, NC 451
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REGISTER OF DEEDS
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DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
HOLDING VILLAGE

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE
FLAG OF THE UNITED STATES OF AMERICA OR THE STATE OF NORTH
CAROLINA.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF
POLITICAL SIGNS.

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EXHIBIT A PROPERTY DESCRIPTION..... 1

**DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
HOLDING VILLAGE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made by WSR HV, LLC, a Delaware limited liability company (hereinafter referred to as the "*Declarant*").

OVERVIEW

Declarant intends to develop a tract of land located in Wake County as a residential development with a complimentary and supporting village center. The village center is not covered by or subject to this Declaration. Declarant has created a general plan of development for the residential community to facilitate development of the property and building on the property in aesthetically pleasing and consistent styles and to provide for the development, use and enjoyment of the community by its residents. Declarant intends to impose on the community mutually beneficial restrictions and to establish a procedure for the development, administration, maintenance and preservation of the community. In furtherance of this plan, Declarant will create a property owners association (the "Association") to own, operate and maintain the Areas of Common Responsibility (as defined below), to administer and enforce the covenants and restrictions imposed hereby and to collect, hold, and disburse the charges and assessments provided in this Declaration. Every owner of any Unit automatically, and by reason of such ownership, will become a member of the Association and will be subject to its rules, regulations, assessments and charges; this document establishes a mandatory membership Owners association.

Declarant intends to subject property to this declaration as plats for development of the property are prepared and recorded. This declaration is initially applicable to the property described on Exhibit A (the "Property"). As other plats are prepared and recorded, the property shown on those plats may be submitted to this Declaration by Supplemental Declaration; however, Declarant is not obligated to submit areas to this Declaration.

**ARTICLE I.
DEFINITIONS**

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article, such definitions being cumulative of those set forth elsewhere in this Declaration.

"Additional Property" means any and all real property lying and being within one (1) mile of any exterior boundary of the Property.

"Annual Assessment" has the meaning specified in the Article entitled "ASSESSMENTS", and shall constitute the assessments which, pursuant to the provisions of such Article, shall be levied by the Association against the Units each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in such Article).

"Approved Plans" means and refers to such Building (hereinafter defined) plans and specifications, plans and specifications for other Improvements (hereinafter defined), site, grading and landscape plans, irrigation plans, lighting plans, elevation drawings, and such other plans, specifications, drawings and documents as have been approved by the Architectural Review Committee (hereinafter defined) in the manner provided in this Declaration, the Design Guidelines and the Community Wide Standards.

"Area of Common Responsibility" means the Common Areas, as further defined in Article III of this Declaration, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person become the responsibility of the Association.

"Architectural Review Committee" means the committee established by the Board of Directors for the review of building and other plans, which committee is further defined in Section 7.5 and which is abbreviated ARC.

"Articles of Incorporation" means the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" means Holding Village Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

"Board of Directors" means the body responsible for the administration of the Association, selected as provided in the Bylaws.

"Builder" means any Person who purchases one or more Units for the purpose of constructing improvements for later sale to consumers or who purchases one or more parcels of land within the Property for further subdivision, development and/or resale in the ordinary course of such Person's business. Builder also means any person who is employed by the owner of a Unit to construct an improvement on the Unit. Any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Builder with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for the purpose of constructing improvements for later sale to consumers. A Builder leasing from an individual purchaser a completed Unit for use as a model or sales office pursuant to Section 10.2(c)(i) shall be permitted and shall not result in a violation of the residential use restriction of Section 8.30 by the Owner-lessor and the required occupancy for residential purposes.

"Building" means and refers to any structure built for permanent use on any Unit (hereinafter defined), together with all projections and extensions, outside platforms and decks, shelters, storage areas and porches.

"Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

"Community Wide Standards" means the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard initially may be established by the Declarant or, after the Development Period, by the Association and may be revised and amended by the Board of Directors or the Architectural Review Committee, with, during the Development Period, the consent of the Declarant. If terms of the Community Wide Standards conflict with this Declaration, the terms of the Declaration will control.

"Declarant" means WSR HV, LLC, a Delaware limited liability company and includes any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, that there shall be only one "Declarant" hereunder for any portion of the Property at any one time.

"Declaration" means this Declaration of Covenants, Restrictions and Easements, as the same may be hereafter amended in accordance with the terms hereof.

"Design Guidelines" means the standards applicable to the design and construction or development of any Improvement on the Property. The Design Guidelines are further described in Article VII.

"Development Period" means the period of time during which the Declarant owns any property that is subject to this Declaration or has the unilateral right to subject Additional Property to this Declaration pursuant to Article II. The Declarant may, but is not obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument with the Register of Deeds.

"Easement Agreements" shall be any agreements between the Association and an owner of property adjacent to the Property for the use, maintenance or allocation of maintenance and repair expenses for property, structures, or systems that benefit the Association and the owner of such property. This shall include but not be limited to the easements shown on plats recorded with the Register of Deeds.

"First Mortgage" means a deed or other document by means of which title to any Unit is conveyed or encumbered to secure a debt of first priority.

"Governmental Authority" means any governmental unit, federal, state, county, district, municipal, political subdivision thereof or otherwise, and any court, board, agency, commission, office or authority thereof.

"Improvement" means and refers to any alteration of a Unit or any other portion of the Property and includes, but is not limited to removing live trees greater than six inches in diameter (measured three feet above grade), draining, ditching, clearing, grading, filling, and all construction or installation of Buildings and other structures or improvements of any kind, whether temporary or permanent and including, but not limited to, all Buildings, outbuildings, driveways, docks, walkways, streets, curbs and gutters, parking areas and structures, screening walls, retaining walls, water fountains and ponds and other water features, sculptures, landscaping, berms, hedges, trees, shrubs, flowers, lawns, tanks, poles, towers, masts, antennas, television antenna dishes, signs, awnings, canopies, lighting fixtures and poles, trash or refuse collection containers or facilities, recycling containers or facilities, water lines, irrigation lines, sewer lines, electrical distribution facilities, conduits, wiring, natural gas distribution facilities, storm water drainage pipes and facilities and water quality detention or retention ponds.

"Improved Unit" means a Unit that either (i) has located thereon a structure for which a certificate of occupancy has been issued by the applicable governmental authority, or (ii) has been sold to a Person who is not the Declarant and owned by one or more persons other than the Declarant for three (3) years or more.

"Limited Common Area" means that part of the Common Area defined in Section 3.2.

"Member" means a Person subject to membership in the Association pursuant to Article IV hereof.

"Neighborhood" means a group of Units designated as a separate Neighborhood pursuant to Article II for purposes of sharing one or more Limited Common Areas and/or receiving benefits or services from the Association which may be common to those Units and not provided to all Units. A Neighborhood must be comprised only of one use or housing type and may include noncontiguous parcels of property. Neighborhood boundaries may be established and modified as provided in Article II hereof.

"Neighborhood Assessments" Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Article V.

"Neighborhood Association" means a sub-association, condominium association or other owners association, if any, having jurisdiction over any Neighborhood concurrent with (but subordinate to) the jurisdiction of the Association.

"Neighborhood Expenses" means the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood.

"Owner" means any Person who is or becomes a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Unit; provided, however, that any Person who holds such interest merely as security for the performance of an obligation is not an Owner.

"Person" means a natural person, corporation, trust, partnership or any other legal entity.

"Plat" shall mean all plats for any portion of the Property, and any amendments to such Plats, which are hereafter recorded with the Register of Deeds.

"Property" has the meaning ascribed to it hereinabove and includes additional property annexed and made subject to this declaration in accordance with Article II below, but excludes property withdrawn from this Declaration in accordance with Article II below.

"Register of Deeds" means the Wake County, North Carolina Register of Deeds. When this Declaration requires a document to be recorded with the Register of Deeds or in the Registry, the document must be recorded only in the office of the register of deeds for the county in which the property affected by the document is located.

"Resource Conservation Areas" means portions of the Common Area the use of which is limited or prohibited to preserve ecologically sensitive or significant areas or to comply with laws, governmental regulations or permits.

"Single Family Unit" means a Unit which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family, as shown on any of the Plats which are hereafter recorded.

"Supplemental Declaration" means an instrument filed with the Register of Deeds which subjects additional property to this Declaration or imposes additional restrictions or obligations on the Property or portion of the Property described in such instrument.

"Townhome" means a Unit which is intended for development, use, and occupancy as a townhome or a single-family attached residence, as shown on the Plat, but is distinguished from the single family homes which may share a common courtyard. If the side boundary of a residence abuts the side boundary of another residence, after construction of Improvements on such adjacent Units, the side boundary of such adjacent Units shall be a line consistent with and along the center of the firewall(s) separating each such Unit from the abutting Unit. In the event of any discrepancy between the boundaries of a Unit, as described herein, and the boundaries of such Unit when shown on the recorded plats, the description of the boundaries of the Unit set forth herein shall control. All of the area within the boundaries of each Unit, as herein described, and as shown and depicted on the recorded plats, shall for all purposes constitute real property which may be owned in fee simple, subject to the terms, provisions, liens, charges, covenants, easements and restrictions of this Declaration

"Unimproved Unit" means a Unit which is not an Improved Unit.

"Unit" means a portion of the Property, whether an Improved Unit or Unimproved Unit, which may be independently owned and is intended for development, use, and occupancy by a person or entity. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple areas that might be independently owned, each such area shall be deemed to be a separate Unit. The term Unit does not include Common Areas or other property owned by the Association.

In the case of a parcel of vacant land or land in which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a recorded Plat subdivides all or a portion of the parcel. Thereafter, the portion encompassed on such plat shall contain the number of Units determined as set forth in the preceding paragraph. Any portion not encompassed on such Plat shall continue to be treated in accordance with this paragraph.

Units may be combined or further subdivided, and boundary lines of Units may be changed, only by recording of a Plat or other legal instrument further subdividing or resubdividing the parcel of property (which subdivision shall be subject to such other restrictions as may be set forth in this Declaration or rules of the Association). In the absence of recording such a legal instrument, ownership of adjacent Units by the same Owner shall not permit such Units to be treated as a single Unit for purposes of voting and assessment, notwithstanding that such Units may (subject to such other restrictions as may be set forth in this Declaration or rules of the Association) be improved and combined for a single use.

ARTICLE II. PROPERTY SUBMITTED TO THIS DECLARATION

2.1. Units Hereby Subjected to this Declaration. The Declarant, for itself and its successors and assigns, does hereby submit the Property and the Units to this Declaration. Every Owner, by taking record title to a Unit, agrees to all of the terms and provisions of this Declaration. Each of the Units is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

The Property and each of the Units shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Units shall be a permanent charge thereon, and shall run with the Units.

2.2. All Units Bear the Burdens and Enjoy the Benefits of this Declaration. Every Owner, by taking record title to a Unit, agrees to all of the terms and provisions of this Declaration. Each of the Units is subject to all burdens, and enjoys all benefits, made applicable hereunder.

2.3. Annexation of Additional Property. The Declarant may, at any time, and from time to time, prior to twenty (20) years from the date hereof, subject all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by executing and recording with the Register of Deeds an amendment to this Declaration describing the property being annexed.

From and after such recording, the annexed property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such annexed property.

In addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration, Declarant shall further have the right at its election, without the consent of any Owner or Owners, to subject any such annexed property to additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens by filing a Supplemental Declaration with the Register of Deeds covering only such annexed property. The Association shall have the right and authority to enforce all controls, covenants, conditions, restrictions, easements, and developments contained in such additional declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the annexed property in order to reflect the different character and intended use of such property.

No approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject Additional Property to this Declaration.

2.4. Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Property from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Property. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if same is not the Declarant. Neither the removal, nor the inclusion, of retail, commercial, apartment, or assisted living facilities will be contrary to the overall scheme of development for the Property, and such removal or inclusion will be subject to the sole discretion of Declarant and subject to such modifications to this Declaration, if any, as Declarant deems appropriate.

2.5. Additional Plats of Property. The Declarant reserves the right to amend any Plat and to file additional Plats related to the Property during the Development Period, for the purpose of (a) subdividing or recombining portions of the Property (including, but not limited to, recombinations that cause portions of Common Area to become part of one or more Units), (b) designating or re-designating portions of the Property as Common Areas, Neighborhood Common Areas, Limited Common Areas, or Resource Conservation Areas, (c) dedicating portions of the Property to public use; (d) establishing building setback lines and easements, and (e) for such other purposes as may be necessary or convenient for Declarant's development of the Property. After the Development Period, additional plats may be filed only in accordance with the amendment procedures described in Art. XII, provided, however, that if Declarant amends any Plat on which a Unit owned by a Builder or a Unit a Builder is under contract to purchase from Declarant is shown and such

amendment would have a material adverse effect, as determined by Declarant, the Declarant must obtain the Builder's consent, which consent must not be unreasonably conditioned, delayed or denied, before filing such amended Plat.

2.6. Relationships with Other Persons and Entities. The Association may enter into contractual agreements or covenants with any person or entity regarding cost sharing or use of property, amenities or services.

ARTICLE III. ASSOCIATION PROPERTY

3.1. Common Areas and Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the Property. All portions of the Property which the Declarant transfers to the Association shall thereafter constitute Common Areas. Said right may be exercised by the Declarant any time, and from time to time, prior to twenty years from the date hereof.

The Association will govern use of the Common Areas and may promulgate rules and regulations related to such use. The Declarant or the Association may authorize persons who are not Owners to use the Common Areas or portions of the Common Areas.

The Common Areas shall be conveyed to the Association by special warranty deed free of debt encumbrance, and subject to easements and encumbrances recorded with the Register of Deeds, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements. COMMON AREAS SHALL BE CONVEYED TO THE ASSOCIATION WITHOUT WARRANTY - "AS IS" AND "WHERE IS".

3.2. Limited Common Areas. Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use of primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Limited Common Areas may include townhome patio areas, recreational facilities, landscaped areas, and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be a Neighborhood Expense allocated, in any reasonable manner established by the Association, among the Owners in the Neighborhood(s) to which the Limited Common Areas are assigned.

Limited Common Areas may be designated as such in the deed conveying such area to the Association or on the Plat relating to such Common Area; provided, however, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Units and/or Neighborhoods, so long as Declarant has a right to subject additional property to this Declaration pursuant to Article II, and provided further that any assignment that would have a material adverse effect on Units owned by a Builder in such Neighborhood or Units a Builder is under contract to purchase from Declarant in such Neighborhood will require the consent of such Builder, which consent shall not be unreasonably conditioned, delayed or denied.

After recording the initial deed conveying such area to the Association or the Plat relating to such Common Area, a portion of the Common Area may be assigned as Limited Common Area and Limited Common Area may be reassigned upon approval of the Declarant during the Development Period and thereafter by the Board and the vote of Voting Members representing a majority of the total votes in the Association, including a majority of the votes within the Neighborhood(s) affected by the proposed assignment or reassignment. As long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Article II, any such assignment or reassignment shall also require Declarant's written consent.

3.3. Resource Conservation Areas. The Declarant or the Association may delineate portions of the Common Areas as Resource Conservation Areas. Use of portions of the Common Areas designated as Resource Conservation Areas will be limited or prohibited as provided in the delineation.

A failure of Declarant or the Association to designate a portion of the Common Areas as a Resource Conservation Area will not relieve any Owner of the obligation to comply with all laws, rules, permits and the provisions of the Article herein entitled Permits and Government Regulations.

3.4. Member's Rights in Association Property. Every Owner of any Unit shall have a non-exclusive right and easement of enjoyment and use in and to the Common Areas and such right and easement shall be appurtenant to, and shall pass with, the title to the Unit(s) owned by such Owner. Such right and easement of enjoyment and use are and shall be subject to the limitations and easements which are described in this Article and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Common Areas, and the right of the Association, to suspend the enjoyment rights of the owner of any Unit during any period in which any assessment which is due to the Association from such Owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of the terms of this Declaration or the Associations' published rules and regulations. In addition, the Board of Directors may permit other persons who are not residents of any Units to use the Common Areas upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

3.5. Condemnation. If any part of the Common Areas are either: (a) taken by any authority having the power of condemnation or eminent domain, or (b) conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least 80% of the Class A votes (and, if during the Development Period, the written consent of Declarant), then the Association shall restore or replace the improvements on the remaining land included in the Common Areas to the extent available unless, within 60 days after such taking, at least 67% of the Class A votes (and Declarant, if during the Development Period) otherwise agree. If the taking or conveyance does not involve any improvements on the Common Areas, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

3.6. Damage or Destruction. If any improvements located on any Common Areas are damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of casualty, by at least 67% of the Class A votes (and by Declarant, if during the Development Period), not to repair or reconstruct such damage. If that it shall be decided not to repair or reconstruct some damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Class A Members, levy special assessments to cover the shortfall.

3.7. Actions Requiring Owner Approval. Any conveyance (other than recombinations by the Declarant during the Development Period pursuant to Section 2.5 which results in no greater than a 10% reduction in the acreage of the Common Area) or mortgaging of the Common Areas will require the consent of at least 80% of the Class A votes held by Members other than the Declarant and, if during the Development Period, the consent of Declarant. Notwithstanding anything to the contrary in this section, however, the Association, acting through the Board, may grant easements over the Common Areas for installation and maintenance of utilities and drainage facilities, roads and pathways, and for other purposes not inconsistent with the intended use of the Common Areas, without the approval of the Membership.

3.8. No Partition. The Common Areas shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property and without the written consent of all holders of all mortgages encumbering any portion of the Property.

3.9. Taxes and Governmental Assessments. The Association shall pay when due, and in any case before the accrual of penalties thereon, all taxes, assessments, license fees, permit fees and other charges imposed by any

governmental authority in connection with the Association's ownership or operation of the Common Area. Provided, however, that the Association may institute an appropriate legal proceeding for the purpose of contesting or objecting to the amount or the validity of any such tax, assessment, fee, or charge by appropriate legal proceedings. If the Association fails to pay any governmental charge when due or fails to contest any governmental charge in a timely and appropriate legal proceeding, then each Owner shall become personally obligated to pay to the governmental authority imposing such charge a portion of the charge in an amount determined by multiplying the total charge by a fraction, the denominator of which is the total Units and the numerator of which is the Units owned by the Owner for whom the calculation is being performed (the "Owner's Share"). If the Owner does not pay the Owner's Share within thirty (30) days following actual notice to the Owner of the Owner's Share, then the Owner's Share shall become a continuing lien on the property owned by the Owner, and the governmental entity may bring an action at law against the Owner to obtain payment of the Owner's Share or may foreclose the lien against the property of the Owner.

ARTICLE IV. THE ASSOCIATION

4.1. The Association. Prior to the date this Declaration was recorded with the Register of Deeds, Declarant caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the maintenance of the Area of Common Responsibility, enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required of the Association hereunder or as the Board of Directors shall deem to be in the best interests of the members of the Association.

Unless specifically limited herein, the Association will have all the rights and responsibilities enumerated in N.C. Gen. Stat. § 47F-3-102.

4.2. Membership. Every Owner is and shall be a member of the Association. In no event shall such membership be severed from a Unit.

4.3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be the Owners, except for those Persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be a non-voting membership, except as to such matters and in such events as are hereinafter specified, such as, for example, instituting judicial proceedings, use of funds following condemnation or casualty involving Common Areas, or the sale or mortgage of Common Areas.

The Class A members shall be entitled to full voting privileges at the end of the Development Period. Until the end of the Development Period, the Class A members shall be entitled to vote only on matters for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. When entitled to vote, each Class A member shall be entitled to cast one (1) vote per Unit.

(b) Class B. Declarant shall be the only Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events - this right includes, but is not limited to the right to elect the members of the Board of Directors and to appoint members of the ARC. At the end of the Development Period, the Class B membership shall automatically terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

4.4. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote, may be suspended by the Board of Directors based on a violation of this Declaration or any rule adopted by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's Unit in favor of the Association.

4.5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

4.6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation, the Bylaws or a resolution of the Board of Directors with respect to such action, inaction or approval that the matter may be resolved by a committee of the Board of Directors or that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Unit for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

4.7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, as the Board of Directors deems to be in the best interests of the Association.

4.8. Relationship With Tax-Exempt Organizations. The Association may enter into agreements or contracts with, contribute funds to, or grant exclusive or non-exclusive easements over the Common Areas to a non-profit for the benefit of enhancing and preserving the unique environment of the Property and the larger community around the Property.

4.9. Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

ARTICLE V. NEIGHBORHOODS AND SUB-ASSOCIATIONS

5.1. Creation of Neighborhoods. The Declarant hereby establishes two Neighborhoods within the Property. Units intended for detached single family residences are designated as one Neighborhood called the Single Family Neighborhood and all remaining Units are hereby designated as one Neighborhood called the Townhome Neighborhood. The Declarant, in its sole discretion, may establish additional Neighborhoods within the Property by amendment to the Declaration or Plats to subject such Units to additional covenants and restrictions or to benefit or burden said Units differently from other Units on the Property. During the Development Period, the Declarant may unilaterally amend this Declaration and any Plat from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood, provided, however, that any Builder constructing residences for sale in any such Neighborhood, for so long as such Builder owns at least one Unit for sale for residential occupancy in such Neighborhood or is under contract to purchase from the Declarant a Unit in such neighborhood, consents to such re-designation by Declarant, such consent must not be unreasonably conditioned, delayed or denied.

Following the Development Period, the Owner(s) of a majority of the total number of Units within a Neighborhood may at any time petition the Board of Directors to divide the property comprising their Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Units to be included within the

proposed Neighborhoods. Such petition shall be deemed granted ninety (90) days following the filing of all required documents with the Board unless the Board denies such application in writing within such ninety (90) day period. The Board may deny any application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. The Owners requesting the division shall be responsible for any expenses incurred with respect to implementing a division of a Neighborhood, including but not limited to a revised plat, if the application is approved.

Any Neighborhood may, but shall not be required to, elect a Neighborhood committee to represent the interests of the Owners in such Neighborhood. No Neighborhood committee shall be formed, however without the prior submission to and written approval of the Board of Directors.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood and upon written consent of a majority of Owners of the Units within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of such service, which may include a reasonable administrative charge in such amount as the Board may deem appropriate (provided such administrative charge shall apply at a uniform rate per Unit to all Neighborhoods receiving the same service), shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Section 6.4 herein.

No action may be taken by a Neighborhood which is adverse to the interests of the Association or its Members or that is inconsistent with the Community Wide Standards. If the Neighborhood fails to comply with such requirements of the Association as specified by the Association in writing the Association may assess the Units within such Neighborhood for any expense incurred by the Association to correct the inconsistency or deficiency.

A Supplemental Declaration for a Neighborhood will not diminish the application of this Declaration to such property, nor will it diminish the authority of the Declarant or the Association. Without limiting the generality of the foregoing, no Supplemental Declaration with terms contrary to those contained herein may be recorded or enforced, and if there is a conflict between any Supplement Declaration and this Declaration, the terms of this Declaration will control. For purposes of this paragraph, restrictions in a Supplemental Declaration that are greater than the restrictions contained herein will not be characterized as being in conflict with this Declaration.

5.2. Powers of the Association Relating to Neighborhood Associations. As it relates to any Neighborhood Association the Association will be deemed to be a master association for purposes of the North Carolina Planned Community Act. The Association may veto any action taken or contemplated by any Neighborhood Association which the Board of Directors reasonably determines to be adverse to the interests of the Association or its Members. The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under any governing document. Provided, however, that the Association may not compel a Neighborhood Association to change a Supplemental Declaration approved previously by the Association, except by affirmative vote of 75% of the Class A members of the Association. For example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Association, the Association may take such action on behalf of the Neighborhood Association and assess the Units within such Neighborhood for any expenses so incurred. Such assessments may be collected as a Specific Assessment. Without limiting the generality of the foregoing powers of the Association, the following specific rules govern the relationship between the Association and each Neighborhood Association:

(a) If there is a conflict between any Neighborhood Declaration and the Declaration, the terms of the Declaration will control. For purposes of this paragraph, restrictions in a Supplemental Declaration that are greater than the restrictions contained herein will not be characterized as being in conflict with this Declaration.

(b) The Neighborhood Association is subordinate to and is subject to the control of the Association. The Neighborhood Association shall comply promptly with any directive adopted by the Board of Directors.

(c) Any assessment levied by the Neighborhood Association will be in addition to the assessments levied by the Association. An Owner's payment of an assessment levied by the Neighborhood Association will not relieve the Owner of the obligation to pay assessments levied by the Association, nor will payment of a Neighborhood Assessment reduce the amount the Owner owes to the Association. Any lien imposed on a Unit by a Neighborhood Association will be subordinate to a lien of the Association.

(d) Any review and approval process imposed by any Neighborhood Association will be in addition to the review and approval process described herein. No consent or approval of any Neighborhood Association will relieve an Owner from the obligation to obtain review and approval from the ARC, nor will any consent or approval from a Neighborhood Association limit or bind the ARC. If there is a conflict between a Neighborhood Association and the ARC, the decision of the ARC will control.

(e) Any declaration or restrictive covenants prepared by or on behalf of a Neighborhood Association must be approved by the Association before such declaration may be recorded in the Registry. No amendment to any Neighborhood Declaration may be recorded in the Registry until such amendment is approved by the Association.

(f) The Association may enforce any covenant or restriction contained in a Supplemental Declaration filed by a Neighborhood Association and may exercise any right conferred on a Neighborhood Association.

ARTICLE VI. ASSESSMENTS

6.1. Creation of Lien and Personal Obligation. Each Owner, by accepting a deed or other conveyance for a Unit, covenants and agrees to pay to the Association all assessments and charges which are levied by the Association against the Unit(s) owned by such person in accordance with the terms and provisions of this Declaration. The assessments provided for herein shall commence as to a Unit on the date that Declarant transfers the Unit.

All sums lawfully assessed by the Association against any Unit and the owner thereof, together with interest thereon and the costs of collection thereof, shall, from the time the sums become due and payable, be the personal obligation of the Owner of such Unit and constitute a continuing lien in favor of the Association on such Unit prior and superior to all other liens whatsoever except: (1) Liens for ad valorem taxes on the Unit; (2) The lien of any first priority mortgage covering the Unit and the lien of any mortgage recorded prior to the recording of this Declaration; and (3) The Lien of any secondary purchase money mortgage covering the Unit, provided that neither the beneficiary nor any successor beneficiary on the mortgage is the seller of the Unit. The covenant to pay assessments herein stated is and shall be a covenant running with land.

6.2. Purposes of Assessments. The assessments levied by the Association pursuant to this Article shall be used to pay the costs and expenses which the Association incurs in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: payment of all costs and expenses incurred by the Association in connection with the maintenance of the Area of Common Responsibility and the Association's other operations; payment of the premiums for all insurance policies and fidelity bonds which the Association obtains; the payment of the fees of such management firms as the Board of Directors may employ; payment of fees for the provision of such professional services as the Board of Directors may determine to be required by the Association, including but not limited to legal, marketing, accounting and architectural services, and such other purposes as the Board of Directors may deem necessary or desirable to promote the health, safety and welfare of the Association and its members.

6.3. Determination of Annual Assessment and Shares Thereof. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws) or at any time it deems best, the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during

such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The expenses of the Association are expected to increase from year to year, resulting in annual increases of assessments against the Units. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserves based upon such estimate and providing for the total annual assessment to be levied against the Members of the Association for such fiscal year (the total assessment which shall be so determined and levied for any fiscal year is herein referred to as the "Annual Assessment").

Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall provide to all the Owners a copy of the budget or a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board of Directors shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the copy or summary of the budget and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting 67% of all the Owners in the Association rejects the budget. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Annual assessments shall be levied against Improved Units. Each Owner shall pay a portion of the annual budget that will be calculated by multiplying the total annual budget less amounts collected pursuant to Section 6.5 below by a fraction, the denominator will be the number of Improved Units and the numerator will be the number of Improved Units that Owner owns. The Board of Directors shall send a copy of the budget so adopted as provided above, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Improved Unit, to the Owner of every Improved Unit, prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Improved Unit shall be due and payable to the Association in a single installment or in such multiple installments as the Board of Directors shall determine and shall be paid to the Association when due without further notice.

As an express limitation on the foregoing procedure for ratifying a budget, if the Annual Assessment proposed by the Board of Directors exceeds the Assessment Cap (defined below), adoption of the budget shall require the affirmative vote of not fewer than 50% of the Members. The "Assessment Cap" shall be \$800.00 per Improved Unit through 2015 and shall increase by 10% to \$880.00 for 2016, and shall continue to increase by 10% each year after 2016 over and above the Assessment Cap of the preceding year without regard to the actual Annual Assessment for such preceding year.

6.4. Budgeting and Allocating Neighborhood Expenses. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws) or at any time it deems best, the Board of Directors shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf the Association expects to incur Neighborhood Expenses during the coming year. Each such budget shall include any costs for additional services or a higher level of services and any contribution to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Units in such Neighborhood.

Annual Neighborhood Assessments shall be levied only against Improved Units. Each Owner shall pay a portion of the annual budget that will be calculated by multiplying the total annual budget less amounts collected pursuant to Section 6.5 below by a fraction, the denominator will be the number of Improved Units and the numerator will be the number of Improved Units that Owner owns, provided, that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Improved Units in proportion to the benefit received. The Board of Directors shall send a copy of the budget so adopted as provided above, together with a written notice of the amount of the Neighborhood Assessment so determined for such fiscal year and the amount of such Neighborhood Assessment which shall be levied against each Improved Unit, to the Owner of every Improved Unit, prior to the commencement of the fiscal year during

which such Neighborhood Assessment is to be paid. The amount of such Neighborhood Assessment which shall be levied against each Improved Unit shall be due and payable to the Association in a single installment or in such multiple installments as the Board of Directors shall determine and shall be paid to the Association when due without further notice.

Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall provide to the Owners in the Neighborhood a copy of the budget or a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board of Directors shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the copy or summary of the budget and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting 67% of all the Owners in the Neighborhood rejects the budget. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Board may review the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Units in the affected Neighborhood to disapprove the revised budget as set forth above.

All amounts the Association collects as Neighborhood Assessments shall be held in trust for and be expended solely for the benefit of the Neighborhood for which they were collected and shall be accounted for separately from the Association's general funds.

6.5. Unimproved Unit Assessments. Notwithstanding the limitation contained in Section 6.3, there shall be levied against the Unit and the Owner of an Unimproved Unit and paid to the Association an assessment equal to forty percent (40%) of the Annual Assessment plus forty percent (40%) of the Neighborhood Assessment that would have been applicable to such Unimproved Unit if it had been an Improved Unit, such amount shall be due and payable at the time established by the Association. When a Unit is converted from an Unimproved Unit to an Improved Unit, Annual and Neighborhood Assessments shall be prorated (without regard for amounts previously paid pursuant to the first sentence of this Section 6.5) for the year in which an Unimproved Unit becomes an Improved Unit from the date of conversion to the end of the year. By way of example, if an Owner purchased an Unimproved Unit on January 1, 2014, the Annual Assessment for 2014 is \$800.00, billed quarterly, for an Improved Unit (without any Neighborhood Assessment), and if the Unimproved Unit were converted to an Improved Unit on October 1, 2014 because a certificate of occupancy is issued for a completed home, the Owner would pay \$80.00 for each of the first three quarters of 2014 ($\$800 \times 40\% = \320 ; $\$320 \div 4 = \$80/\text{quarter}$) and the Owner would pay \$200.00 for the last quarter of 2014 ($\$800 \div 4 = \$200/\text{quarter}$).

6.6. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefore, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Units and the Owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this section shall be payable at such times and such installments as the Board of Directors shall determine. A special assessment may be levied against the Property as a whole or any Neighborhood within the Property. Each Unit and Owner subject to a Special Assessment shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this section.

6.7. Specific Assessments. The Board may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of any monument, landscaping, or other thing maintained by the Association, which is occasioned by the acts of individual Owners(s) and not the result of ordinary wear and tear or (ii) for the payment of fines, penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder or (iii) for the payment of fines, penalties or other charges imposed against the Association because of an act or omission of any Owner. The act or omission of any relative, guest,

tenant or agent of an Owner is deemed to be the act or omission of the Owner and may serve as the basis for a specific assessment against the Owner. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses.

The Board may also specifically assess Owners for the following Association expenses: (a) expenses of the Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be assessed equitably among all Units according to the benefit received.

Upon the establishment of a specific assessment under this section, the Board shall send written notice of the amount and due date of such specific assessment to the affected Owner(s) at least thirty (30) days prior to the date such specific assessment is due.

6.8. Special Assessment for Transfer Costs. Except as set forth in subsection (a) hereof, upon each resale of a Unit, there shall be levied against such Unit and the Seller of such Unit and paid to the Association a transfer fee to be set by the Association in an amount reasonably calculated to reimburse the Association for expenses it incurs in connection with updating its records and the transfer of ownership. Said fee shall not exceed the greater of \$150.00 or 0.1% of the sales price of the Unit. The Declarant or the Board of Directors shall endeavor to collect such special assessment at the closing of the purchase of the Unit; however, the failure to collect such special assessment at that time shall not excuse the obligation to make such payment, which shall be a continuing lien on the Unit until paid.

(a) Exempt Transfers. No transfer fee shall be levied upon transfer of title to a Unit:

(i) by or to the Declarant or a Builder; or

(ii) under such other circumstance or condition determined by the Board of Directors to result in no substantive change of ownership, provided any such determination may be made in its sole discretion.

6.9. Initial Sale Assessment. Upon the first sale of an Improved Unit, there shall be levied against such Unit and the Person acquiring such Unit and paid to the Association a special assessment as set from time to time by the Declarant or Board of Directors of the Association. Such amount shall be the greater of one-half of the Annual Assessment plus one-half of the Neighborhood Assessment for an Improved Unit (in the same Neighborhood, if Neighborhoods have been established), or \$475.00. The Association shall use all special assessment payments which it receives pursuant to this section to establish a working capital reserve fund for use in connection with capital repairs, capital improvements, the maintenance of the Area of Common Responsibility for present operations and retiring debt arising under Section 6.12. The Declarant or the Board of Directors shall endeavor to collect such special assessment at the closing of the purchase of the Unit; however, the failure to collect such special assessment at that time shall not excuse the obligation to make such payment, which shall be a continuing lien on the Unit until paid.

6.10. Effect of Non-Payment of Assessments; Remedies of the Association

(a) If any Owner fails to pay, within ten (10) days after the date the same is due and payable, any annual, special or specific assessment, or any installment of any assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Unit owned by the delinquent Owner, which lien shall bind such Unit or Units in the hands of the then Owner, and his heirs, devisees, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which said Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors in title shall be

jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and successors in title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

(b) Any assessment levied upon on Owner which is not paid within fifteen (15) Days after the date upon which it is due shall be subject to the greater of (i) a fee of Twenty Dollars (\$20) per month until paid or (ii) interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate of interest permissible under the laws of the State of North Carolina. The Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Unit or Units of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. As used in this Declaration the term "assessment," is deemed to include interest thereon at the rate specified above, the Association's actual reasonable attorney's fees incurred in collecting the delinquent assessment(s), and other costs of collection incurred by the Association.

6.11. NSF Checks; Late Fees. If any Owner pays any assessment with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, require the Owner to pay all bank fees incurred by the Association, plus a reasonable administrative fee and may demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. Finally, the Association may charge a delinquent Owner an administrative/late fee not to exceed the greater of 15% of the delinquent payment or Fifty and 00/100 Dollars (\$50.00) for each installment due to the Association which is delinquent. Any payment received by the Association shall be applied first to any attorney's fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee and then to the delinquent assessment.

6.12. Budget Deficits during Development Period. Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by assessments in future years until such time as Declarant no longer has the authority to appoint the directors and officers of the Association.

6.13. Failure to Assess. The failure of the Board to fix the assessment amounts or to deliver to each Owner the assessment notice shall not be deemed a waiver, modification or release of any Owner of the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

6.14. No Exemptions. No Owner or Neighborhood Association may exempt himself, herself or itself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Neighborhood Association and Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Board or the Association.

ARTICLE VII. ARCHITECTURAL CONTROL

7.1. Architectural Control.

(a) No exterior construction, alteration or addition of any nature whatsoever (including but not limited to a building, outbuilding, driveway, walkway, fence, wall, garage, patio, carport, playhouse, play set, swing set, trampoline, swimming pool or other structure, staking, clearing, excavation, ditching, grading, filling, change in color or type of any existing improvement, planting or removal of landscaping materials, exterior lighting, placement or installation of statuary, flags, fountains and similar items, improvements or modifications to the roof, material, color, paint stain or

varnish, or the interior porches, patios or similar portions of a structure which are visible from outside the Unit), shall be commenced, placed or maintained upon any portion of the Property until complete and final plans and specifications setting forth the information hereinafter described shall have been submitted to, and approved in writing by, the ARC as to the harmony of the exterior design and general quality with the existing standards, and as to location in relation to surrounding structures and topography. The ARC is authorized to adopt procedures regarding applications for design approvals and the procedure it uses for processing applications.

The owner of each Unit shall include with each application for approval such information, plans and documents as the ARC may reasonably request and shall include the name of the contractor a statement as to the classification of contractor's license held by such contractor and the address and telephone number of the contractor. This information shall be submitted to the ARC with the application. If the identity and license information for the contractor is not available when the Owner makes application to the ARC, the information shall be submitted to the Committee at least thirty (30) days prior to commencement of construction.

ARC approvals shall be valid for one year from the date of issuance, except as to ARC approvals issued to a Builder that specify a longer duration and then only as to the duration stated in such approval, and ARC approvals will not be modified or terminated during such period. If construction does not commence on a project for which plans have been approved within one year after the date of approval, except as to ARC approvals issued to a Builder that specify a longer duration and then only as to the duration stated in such approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, without limiting the generality of the foregoing, the Association may, in its sole discretion, either restore the Unit to the condition that existed before construction began or may complete construction, either at the Owner's costs and with lien rights created herein and under North Carolina law.

(b) The plans and specifications, which must be submitted to the ARC prior to the commencement of any such work upon any Unit, as hereinabove provided, shall contain at least the nature, kind, shape, height, materials, color, texture and location of such structure, alteration or landscaping and such other information as the ARC may reasonably request in order to render a decision.

(c) The ARC shall, within a reasonable time after request by an Owner, furnish to any Owner a certificate in writing signed by a member of the ARC, stating whether any exterior addition to, change in, or alteration of any structure or landscaping owned by such member on a Unit is in compliance with the provisions of this section, and such certificate shall be conclusive as to whether the same is in such compliance. The Design Guidelines or the Community Wide Standards may include the form of any request, the deadline for submitting any request, the time within which the ARC must respond, the form of the ARC response, reasonable fees for ARC consideration and response, or any other matter related to the request or response.

(d) If any construction or alteration or landscaping work is undertaken or performed upon any portion of the Property (i) without application having been first made and approval obtained as provided in paragraph (a) of this section, (ii) in a manner that deviates from the plans approved by the ARC, or (iii) without prompt completion, as determined by the ARC, said work shall be deemed to be in violation of this covenant, and the Owner upon whose Unit said work was undertaken or performed or the Neighborhood Association upon whose Property said work was undertaken or performed may, in the case of unapproved work, be required to restore to its original condition, at his sole expense, the property upon which said work was undertaken or performed, or in the case of approved work, complete the work promptly and in strict compliance with approved plans. Upon the failure or refusal of any Person to perform the work required herein, the ARC, or their authorized agents or employees, may, after fourteen (14) days' notice to such Person, enter upon the property, and make such restoration or complete such work as the ARC, in the exercise of its discretion, may deem necessary or advisable. The Person upon whose property such work shall have been performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such work, including without limitation, reasonable attorneys' fees, and the liability for such cost shall be

secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in this Declaration. Such costs shall be paid to the Association by the Person liable for the same at the same time as the next due Annual Assessment payment, or at such earlier time, and in such installments, as the Board of Directors shall determine.

7.2. No Combination of Units. Contiguous Units may not be combined without the prior written consent of the ARC. If the ARC approves a combination, such combination shall thereafter be deemed to be a single Unit for all purposes of this Declaration, except that notwithstanding the foregoing, the amount of assessments for which such single Unit shall be thereafter liable shall be equal to the total assessments for which all of the Units that were combined would have been liable had such combination not taken place.

7.3. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article shall be construed as prohibiting any construction, alteration, addition or removal by the Declarant upon any portion of the Property while such property is owned by the Declarant. Any construction, alteration, addition or removal performed by the Declarant upon any property while such property is owned by the Declarant shall be exempt from the provisions of this Article.

7.4. Architectural Review Committee. Responsibility for the review of all applications under this Article shall be vested in the Architectural Review Committee ("ARC"), the members of which need not be Owners, Members of the Association or representatives of Owners or Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Association. The ARC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ARC in having any application reviewed by architects, engineers or other professionals.

The ARC shall have exclusive jurisdiction over all construction, alterations or additions on any portion of the Property. Until one hundred (100%) percent of the Units are Improved Units, the Declarant retains the right to appoint all members of the ARC, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARC, who shall thereafter serve and may be removed in the Board's discretion.

ARC approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

7.5. Guidelines. Declarant may prepare the initial Design Guidelines, which may contain general provisions applicable to all the Property as well as specific provisions which vary from Neighborhood to Neighborhood. The Design Guidelines are intended to provide guidance to Owners and Neighborhood Associations regarding matters of particular concern to the ARC considering applications. In addition to guidelines that address architectural features, the Design Guidelines may include guidelines for landscaping and any other Improvement of a Unit. The Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Design Guidelines does not guarantee approval of any application.

Declarant shall have sole and full authority to amend the Design Guidelines during the Development Period. Upon termination of the Development Period or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Design Guidelines with the consent of the Board. No amendment of the Design Guidelines will require any Owner to renovate any previously approved structures; provided that any repair or replacement of a structure must conform to the Design Guidelines that exist at the time of such repair or replacement.

Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove

requirements previously imposed or otherwise make the Design Guidelines less restrictive, provided, however, for so long as any Builder owns at least one Unit primarily for sale for residential occupancy or is under contract to purchase a Unit from the Declarant, that the consent of such Builder shall be required for any amendment to the Design Guidelines that materially and adversely affects the rights of such Builder, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.6. Delegation. The ARC, with the approval of the Board, may delegate its responsibilities in defined categories of review (such as, but not limited to, changes during construction to previously approved plans) to a subcommittee, designated Committee member or staff member, and may create from among its staff and/or members subcommittees to perform certain or all of its review tasks, and may also employ professional assistance in carrying out its duties and responsibilities. Further, the ARC, with the approval of the Board, may delegate its responsibilities in defined portions of the Property to a Neighborhood Association. No delegation of the ARC's responsibilities will prevent the ARC from reviewing and overturning the decision of the person or entity to which such authority was delegated. The ARC or the Board may revoke, at any time, any delegation of the ARC's responsibilities.

7.7. Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property only and shall not impose on Declarant, the Association or the ARC any duty to any Person. Neither Declarant, the Association, nor the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, or for ensuring compliance with building codes and other requirements or regulations of the Governmental Authorities. IN ALL CASES THE OWNER IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REGULATIONS AND FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF PROPOSED CONSTRUCTION OR MODIFICATIONS, THE ADEQUACY OF SOILS OR DRAINAGE. Neither Declarant, the Association, the ARC, nor any member of any of the foregoing, shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in this Declaration and the Articles of Incorporation and Bylaws of the Association.

ARTICLE VIII. RESTRICTIONS

To provide for the maximum enjoyment of the Units by all of the residents thereof and to provide protection for the value of the same, the use of the Units and Neighborhood Association property shall be restricted, and shall be only in accordance with, the following provisions:

8.1. Prohibited Activities. No noxious, offensive, unsightly or unkempt activity, as determined by the Board in its sole discretion, shall be conducted on any Unit. Each owner of any Unit, his family, tenants, guests and invitees, shall refrain from any act or use of his Unit or personal property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Unit. Storage or placement of fixtures, appliances, machinery, bicycles, towels, equipment or other goods or chattels on any Unit which is visible from outside of the Unit, (including but not limited to stoops, driveways, garages, decks, patio areas and docks) is prohibited except as specifically permitted in this Declaration. Rules adopted by the Association may restrict or control storage or placement of furniture and potted plants in areas of a Unit that are visible from outside the Unit.

8.2. Nuisances. No nuisance, as determined by the Board in its sole discretion, shall be permitted to exist upon any Unit. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes and outdoor stereo speakers audible only within the Unit, shall be located, used or placed on any Unit, or any portion thereof.

8.3. Animals. No Owner may keep any animals other than a reasonable number of generally recognized household pets, as determined by the Board, on any portion of the Property. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. Animals must be kept on a leash and/or under the physical control of a responsible person at all times while outdoors. Any feces left upon the Property by an animal must be removed by the

owner of the animal or the person responsible for the animal. Animals must be housed in a humane and sanitary manner. Without limiting the generality of the foregoing, no animal may be routinely chained or tethered for any extended period.

No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Board may remove without notice any animal that presents an immediate danger to the health, safety or property of any resident.

Each Owner who keeps an animal on the Property agrees to indemnify and hold the Association and its directors, officers and agents harmless from any loss, claim or liability of any kind whatsoever arising by reason of such animal.

8.4. Antennas; Aerials; Satellite Dishes. The Owner of each Unit shall have the right to install, maintain and use on such Unit one antenna, aerial, or satellite dish to receive video programming that is (i) not larger than one meter in diameter, (ii) blends with the color of the roof or wall where it is installed, and (iii) is installed so as not to be visible from the front of the Unit or street. No other exterior antennas, aerials, satellite dishes or other reception device shall be constructed, installed, placed or affixed unless approved in accordance with the Architectural Control provisions contained in the previous Article. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited.

Declarant or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of any size for an antenna, cable, or other communication system for the benefit of all or a portion of the Property.

8.5. Clotheslines. No exterior clothesline of any type shall be permitted on any portion of any Unit.

8.6. Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) one approved decorative post light; (3) landscape and pathway lighting; (4) street lights in conformity with an established street lighting program for the Property; (5) seasonal decorative lights during the months of November and December; or (6) front house illumination of model homes.

8.7. Mailboxes. All mailboxes and mailbox posts shall be of a style and color approved by the ARC.

8.8. Play Equipment. Recreational and playground equipment may be placed on a Unit only with the prior written consent of the ARC. Location, materials, colors and other specifications shall be as provided in the Design Guidelines and otherwise approved by the ARC. The use and storage of portable or temporary play equipment may be regulated or prohibited in the Community Wide Standards.

8.9. Signs. No sign of any kind or character shall be erected on any portion of any Unit, or displayed to the public on any portion of any Unit, without the prior written consent of the Board of Directors, except for customary name and address signs, one professionally designed, produced and printed "for sale" or "for rent" sign (subject to the rental restrictions contained in Section 8.23 below) advertising a Unit for sale and any sign required by legal proceedings. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Unit in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle. This restriction shall not apply to entry, directional, and marketing signs installed by Declarant or a Builder, acting with Declarant's specific consent.

Notwithstanding the foregoing, political signs or signs intended to influence the outcome of any election may be displayed no earlier than 45 days prior to the subject election, and no later than seven (7) days after the subject election. The number and size of such signs shall be in compliance with all local ordinances regulating such signs or, in the absence of any such ordinance, shall be limited to one (1) such sign with maximum dimensions of 24" by 24".

No Owner shall be permitted to install any signs on or in the following: (i) the Common Areas, (ii) within the right of way of any residential street, or (iii) on any other portion of the Property located outside the boundaries of such

Owner's Unit. No Owner shall be permitted to install any signs so as to interfere with sight distance at intersections in accordance with Section 8.20 below.

8.10. Accessory Buildings and Storage Sheds. All ancillary buildings require ARC approval. Separate Living Spaces are allowed above detached garages and as separate guest houses dependent on the primary dwelling.

8.11. Swimming Pools. No swimming pool shall be constructed, erected or maintained without prior approval of the ARC. No above ground swimming pools will be allowed on any Unit.

8.12. Flags. Except for the proper and respectful display of the flag of the United States of America or the State of North Carolina in compliance with applicable law and of a size no greater than four (4) feet wide by six (6) feet long, no Owner may erect or install a flagpole or decorative banner on any portion of a Unit, including freestanding detached flagpoles or banners, and those that are attached to a Unit, without the prior written approval of the Committee.

8.13. Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size and style which are approved by the ARC or as required by the applicable governing jurisdiction, and subject to rules promulgated by the Association. Garbage containers must be stored only in a screened location that is constructed of the same material as the siding of the principal building and that has been approved by the ARC or in a garage. Owners may place garbage containers at the curb or other location specified by the garbage collector for collection no more than twenty four (24) hours before the time scheduled for collection and must return garbage containers to the screened area or garage within twenty-four (24) hours of collection. No person shall burn, deposit or bury rubbish, garbage or any other form of solid waste on any Unit or on Common Areas or within the right of way of any street in the Development.

8.14. Trees. No healthy living trees having a diameter of six (6) inches or more measured from a point one (1) foot above the ground, and no flowering tree, shrub, evergreen, or natural ground cover, shall be removed, unless such removal is approved by the ARC. Unhealthy, dead or dying trees may be removed only after providing the Association written notice not less than ten (10) business days prior to the planned removal, removal of a single tree in any 24-month period requires only the notice described in the preceding clause; removal of more than one tree in a 24-month period requires the notice, a written report from a professional arborist and ARC approval.

8.15. Vehicles and Parking. The term "vehicles" as used in this section shall include without limitation automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any portion of the Property except upon a driveway, a designated parking space or within a garage. No person shall park or store outside of a fully enclosed garage any commercial vehicles (including but not limited to any type of vehicle with advertising, lettering, equipment racks, exterior storage components, or one or more tool boxes), recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles or unlicensed or inoperable vehicles, with the exception of emergency vehicle repairs or commercial vehicles which are temporarily parked for the purpose of servicing a Unit or the Property.

All Owner and occupant vehicles must be kept and stored when not in use within the Unit's garage space or such other space as may be approved by the ARC. Garage doors must remain closed at all times except for entry and exit by vehicles and except for periods related to homeowner maintenance activities.

The Association may promulgate rules regarding parking.

8.16. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Unit, nor shall any air-conditioner be installed on any building located on any Unit so that the same protrudes through any exterior wall of such building.

8.17. Window Treatments. Except as may be otherwise approved in accordance with the Architectural Control provisions contained in the previous Article, all window treatments visible from the outside of a Unit shall be white, off-white or light beige (e.g. the color of unstained pine boards) in color; provided, however, blinds stained in natural wood

colors shall be allowed. No bed sheets, towels, newspaper, tin foil, or similar materials may be used as window treatments.

8.18. Decorative Structures. No decorative items, including, but not limited to, planters, statues, birdbaths, lawn ornaments, artificial vegetation, figurines and fountains, may be installed in a location visible from outside a Unit without approval from the ARC.

8.19. All-Terrain Vehicles and Motorcycles. Vehicles may be operated only on the streets, driveways and parking areas located in the Neighborhood Property and must be operated in accordance with applicable laws, including, but not limited to laws regarding speed limits, registration and licensure. Except for landscape maintenance equipment operated in the customary manner for the purpose of landscape maintenance, no person may operate all-terrain vehicles, motorcycles or other motorized vehicles on unpaved portions of the Neighborhood Property.

8.20. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No sign, fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.21. Water Bodies. Only the Declarant and the Association shall have the right to pump or otherwise remove any water from any water body on, adjacent to, or near to the Property or any Unit for the purpose of irrigation or other use. The Declarant and the Association shall have the sole and absolute right (but no obligation) to control the water level of such water bodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such water bodies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of any water body in, adjacent to, or nearby the Property.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE, LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO ARTICLE XVI HEREOF.

8.22. No Subdivision of Units. No Unit may be further subdivided into any smaller Unit, and no more than one residence may be constructed on any Unit, except as may be permitted in Section 7.2.

8.23. Rental of Units. The Declarant reserves the right to restrict the rental of Units within designated areas of the Property. Declarant may prohibit rental or establish a minimum rental period, such as, for example requiring that any rental be for a period of six months or more. Rental restrictions will be included, if at all, in a Supplemental Declaration.

Any Unit that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a Unit may not be separately leased; however, any detached "in-law suite" or "guest house" approved pursuant to this Declaration may be leased separate from the main dwelling.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with this Declaration and the other governing documents. However, the governing documents shall apply regardless of whether such a provision is specifically set forth in the lease.

In the time and manner reasonably requested by the Board of Directors, the Owner of the leased Unit shall notify the Association or its agent, electronically or in writing, of the lease, provide a copy of the lease, contact information for the tenant, and provide any additional information the Board may reasonably require, all within the time required by the Association. The Owner must give the tenant copies of this Declaration, the Community Wide Standards, and any applicable Neighborhood Declaration. In addition to, but consistent with this subsection, the Board of Directors may adopt rules governing leasing and subleasing.

No Unit may be owned or used as a time share, interval ownership or similar arrangement. Joint ownership of a Unit by not more than four individuals or four individuals and the spouse of each and a time sharing arrangement among the four Owners will not violate this provision.

Nothing herein shall be inconsistent with the requirements of Fannie Mae or FHA, with respect to the leasing of Units, if such entities have used, acquired, insured or guaranteed any mortgage affecting the Property.

8.24. Fuel Storage Tanks. All fuel storage tanks, including but not limited to liquid petroleum gas tanks, must be buried, screened or concealed so that they are not visible from any street or adjacent Unit. Installation of a fuel storage tank must be approved by the ARC in the manner set forth above.

8.25. Fences. No fences are allowed unless the fence, including its location, style, materials and height, is approved by the ARC. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility, and specifically include fences around swimming pools. Absent a showing of need by the Owner, and a finding by the ARC of lack of adverse impact on any adjoining Unit or property, no fences shall be allowed along any back area adjacent to a water body. The ARC shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing, does not distract from the reasonable value of any Unit or other property, does not unreasonably impede the view of any water course or other attractive feature from any other Unit or Common Area, and is in compliance with fence guidelines, if any, contained in the Design Guidelines. Chain link fences on residential Units are not allowed.

8.26. Utility Connections. The utility connections for each unit must be run underground from the proper connection point to the Unit. No overhead or above ground utilities are allowed.

8.27. Access to Transformers and Fire Hydrants. No Owner may plant or install any vegetation or structure that might reasonably interfere with the use of any fire hydrant, electric transformer, or other similar structure

8.28. Temporary Structures. Except for structures approved by the ARC and used by building contractors in the ordinary course of constructing a permanent structure, no temporary structure, tent, shack or other building shall be allowed to remain on a Unit for a period greater than 48 hours.

8.29. Driveways. All driveways must be approved by the ARC and meet all Design Guidelines.

8.30. Residential Use. Except as set forth in Section 10.2(c)(i), all of the Units shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. Except for model homes used as sales centers by builders while they are actively marketing homes in the Property, no Unit shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this section shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Improved Unit as said Declarant shall determine; or (b) the owner of any Improved Unit from using a portion of a building located on such Improved Unit as an office, provided that such use does not create regular customer, client or employee traffic to and from such Improved Unit and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Improved Unit.

8.31. Interpretation. In all cases, the covenants and restrictions herein contained shall be construed and interpreted in a manner which, in the opinion of the Board of Directors, will best effect the intent of the general plan of development and maintenance herein set forth. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness, the Board may modify, cancel, limit, create exceptions to, or expand the restrictions contained herein and may create, modify and enforce reasonable rules governing the use of the Property consistent with the law and with other provisions in this Declaration.

8.32. No Waiver of Future Violations. Failure to enforce any of the restrictions, covenants or conditions contained in this Declaration or in rules or other documents adopted pursuant hereto will not be deemed to constitute a waiver of the right to enforce the same or similar restrictions, covenants or conditions in the future.

8.33. Enforcement. In addition to all claims and remedies available at law or in equity, the Association shall have the right, but not the obligation, to enter any Unit to correct or abate any violation of the restrictions contained herein, or in the Community-Wide Standards, or in rules adopted by the Association.

ARTICLE IX. MAINTENANCE

9.1. Association's Maintenance Responsibility. The Association shall keep in good repair the Common Areas. If and to the extent the following facilities are not maintained by a governmental entity or a Neighborhood Association, the Association shall also maintain the Areas of Common Responsibility (whether or not constituting Common Areas), including without limitation: (a) all entry features to the Property; (b) all sidewalks; (c) any perimeter fencing required by the municipal authorities; (d) all landscaping within public right-of-way abutting the Property; (e) all storm water detention or drainage facilities and devices serving the Property; (f) all streets and roads within the Property, to the extent such streets and roads are not dedicated to a municipal corporation; (g) street lights or area lights, to the extent such street lights or area lights are not owned, maintained, or both by a public utility; (h) irrigation systems serving any area of common responsibility, and (i) any recreational amenities that are determined by the Association to be part of its maintenance responsibilities.

If the Association determines that any maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of a Neighborhood Association or of an Owner, or the occupant, family, guest, invitee, agent, or lessee of an Owner or Neighborhood Association, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance shall be assessed against the Owner or Neighborhood Association as a specific assessment.

The Association may designate certain Units as being within an area requiring consistent landscape maintenance across several Units and may maintain the landscaping on these Units, assessing the Owners of such Units for the cost of such maintenance.

The Association shall further have the right, but not the obligation, to maintain and keep in good repair the Stoop, Driveway, Deck, Patio Area, roof and other exterior portions and exterior lighting appurtenant to each Townhome, or any portion or portions thereof as the Board of Directors may determine at any time and from time to time in its sole discretion.

9.2. Maintenance of Neighborhood Association Property. Any Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with this Declaration, the Community Wide Standards and all applicable covenants.

Upon resolution of the Board, Owners within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining, and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way, storm drainage facilities, irrigation systems, and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, all Neighborhoods which are similarly situated shall be treated the same.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the Board's opinion, the level and quality of service then being provided is not consistent with the Community Wide Standards. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided.

9.3. Responsibility for Repair and Replacement. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the Property to a level consistent with the Community Wide Standards.

9.4. Owner's Maintenance Responsibility. All maintenance and repair of each Unit and all improvements thereon that are not addressed as being the responsibility of the Association in Section 9.1 above or of the Neighborhood Association in Section 9.2 above shall be the sole responsibility of the Owner thereof, who shall maintain such Unit and improvements in a manner consistent with this Declaration. Without limiting the generality of the foregoing, the Owner of each Unit shall maintain in good and slightly condition the appearance of all easement areas that extend from his or her Unit to the paved portion of any adjoining street, to common boundaries with adjacent Units or Common Area, and to the water line (or such other point adjacent to the water body as is described in applicable regulations) of any adjacent body of water. Such maintenance obligation shall include, without limitation, the following: prompt removal of litter and waste; maintaining lawns and landscaping; keeping improvements, roofs and exterior structures and lighting in good working order and repair; complying with all governmental health and police requirements; and repair of exterior damage to improvements. If the Board determines that any Owner has failed or refused to discharge properly such Owner's obligations hereunder, the Board shall have the right, exercisable by it or through its agents or employees, and after giving to the Owner of such Unit at least fourteen (14) days notice and an opportunity to correct the unsatisfactory condition (except in the event of an emergency situation, in which case no notice and opportunity to correct shall be required), to enter upon such Unit and correct the unsatisfactory condition. The Owner of the Unit upon which such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the other assessments and charges provided for in this Declaration. In addition, all such costs shall be paid to the Association by such Owner at the same time as the next due Annual Assessment payment, or at such other time, and in such installments, as the Board shall determine. The Board may develop a lot maintenance program for all Units, Improved Units, Unimproved Units or any one of the foregoing.

9.5. Party Walls. Each wall or fence built as part of the original construction of the Townhome Units which serves and separates any two adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions. If a party wall or fence is destroyed or damaged by fire or other casualty, then any Owner who has benefited by the wall or fence may restore it, and the other Owner who is benefited by the wall or fence shall contribute one-half of the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

9.6. Damage or Destruction. Each Owner covenants and agrees that in the event of damage to or destruction of Improvements, including any structure or landscaping, on or comprising its Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE X EASEMENTS

10.1. Easements Over the Units. The Units shall be subjected to, and the Declarant does hereby grant, the following non-exclusive perpetual easements for the enjoyment of Declarant, the Association, the Members, the Owners, and the successors-in-title of each:

(a) **Easements Shown on Plat.** Each Unit shall be subject to all easements, borders, buffers and the like which are shown on the Plat as affecting such Unit. Declarant may impose other and additional rights-of-way, easements or reservations on any recorded plat of any Units or Common Area.

(b) **Utility Easements.** Each Unit shall be subject to an easement for the installation and maintenance of utilities, including, without limitation, wires, cables, pipes, culverts and other structures necessary or convenient for the

transmission of potable water, wastewater, sewage, storm water, electricity, cable television, telecommunications signals, natural gas, and utilities similar to any of the foregoing. Any easement reserved pursuant to the provisions of this section will be located so as not to interfere unreasonably with the use of any Unit by the Owner thereof and, to the extent practicable, along the boundaries of each Unit. Without limiting the generality of the foregoing, no utility easement may be installed under an existing structure or so close to a structure as to have a material adverse effect on the structure. When an Owner requests that an easement arising under this section be relocated, agrees to bear the expense of relocating the easement, and when the easement can be accomplished without diminishing the quality or quantity of utility service, without increasing the cost of delivering that service and without an interruption in that service of more than eight (8) hours, then the Person that benefits from the easement must agree to the requested relocation.

(c) Slope Control. Each Unit shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow.

(d) Authorized Entry. Each Unit shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Unit under such circumstances and for such purposes as are described elsewhere in this Declaration.

(e) Inadvertent Encroachments. Each Unit shall have a six-inch easement as measured from the common boundary between such Unit and any adjoining Unit for purposes of driveways or fence encroachments which may be erected in said easement areas, unless such encroachment was due to a willful act of the Unit Owner.

(f) Drainage. Each Unit shall be subject to a perpetual easement in favor of the Association and all other Units for the drainage of surface waters over and across such Unit.

(g) Lake and Pond Easements. Each Unit shall be subject to the easement described in Section 10.4 below. Further, each lot shall be subject to a 20-foot easement around all ponds and lakes on the Property, measured from the mean high water level, for recreational activities of the Owners and their guests.

(h) Easements for Maintenance. The Declarant reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Unit and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, or other areas, the maintenance of which may be required to be performed by the Declarant or the Association.

10.2. Easements Over Association Property. All Common Areas shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) Utility and Drainage. An easement across, in, under, over and through the Common Areas for purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities serving any portion of the Property. Any easement reserved pursuant to the provisions of this section will be located so as not to interfere unreasonably with the use of any Common Area and, to the extent practicable, along the boundaries of the Common Area. Without limiting the generality of the foregoing, no utility easement may be installed under an existing structure or so close to a structure as to have a material adverse effect on the structure. When the Declarant or Association requests that an easement arising under this section be relocated, agrees to bear the expense of relocating the easement, and when the easement can be accomplished without diminishing the quality or quantity of utility service, without increasing the cost of delivering that service and without an interruption in that service of more than eight (8) hours, then the Person that benefits from the easement must agree to the requested relocation.

(b) Declarant's Development Easement. An easement in favor of Declarant for the exclusive use of such portions of the Common Areas as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Units, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all persons who the

Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and Builders, and their subcontractors, of improvements upon the Units, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate thirty days after the date that all of the Units are Improved Units. Such easements shall and do exist without affecting the obligation of the Owner of any Unit to pay assessments or charges coming due during such period of time as portions of the Common Areas shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(c) Declarant's Activity Easement. Notwithstanding any provision contained in this Declaration, the Bylaws, the Articles of Incorporation, use restrictions, rules and regulations, or any amendments thereto, during the Development Period, it shall be expressly permissible for Declarant to maintain and carry on, upon such portion of the Property as Declarant may deem necessary, such facilities and activities as may reasonably be required by the Declarant, including but without limitation, the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Property; the right to tie into any portion of the Property with driveways, parking, areas and walkways; the right to tie into and/or maintain and repair any device (without a tap-on or any other fee for doing so), replace, relocate, maintain, and repair any device which provides utility or similar service including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under, or over the Property; the right to carry on sales and promotional activities on the Property; and the right to construct and operate business offices, signs, construction trailers, and model residences.

(i) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, each Builder and its agents, employees, successors, and assigns, is permitted to maintain and carry on any Unit owned by such Builder such facilities and activities as may be reasonably required, convenient, or incidental to the development, construction, completion, improvement, and sale of the Builder's Unit(s), including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models upon any Unit(s) owned by the Builder. The rights under this Section 10.2(c) to maintain and carry on such facilities and activities will include specifically the right to use a Unit as a model and as offices for the sale or lease of Units and for related activities.

(d) Lake and Pond Easement. Common Areas shall be subject to the easement described in Section 10.4 below. Further, the Common Areas shall be subject to a 20-foot easement around all ponds and lakes on the Property, measured from the mean high water level, for recreational activities of the Owners and their guests.

10.3. Easements Over Neighborhood Association Property. All Property owned by a Neighborhood Association shall be subject to, and Declarant and the Association do hereby grant, the easements described in Section 10.1 above.

10.4. Easements for Stream, Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water, and (c) maintain such areas in a manner consistent with the Community Wide Standards. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of the Property abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this section.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Areas, property of Neighborhood Associations, and Units (but not the dwellings thereon) adjacent to or within 100 feet of bodies of water and wetlands within the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such area. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of

such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

10.5. Easements Over Townhome Units. The Townhome Units shall be subject to, and the Declarant does hereby grant in addition to the easements stated in Section 10.1, the following nonexclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, Builders, any subcontractors authorized by Declarant, the Members, the Owners, and the successors-in-title of each:

(a) Townhome Maintenance. There is reserved for the benefit of each Townhome Unit a reciprocal appurtenant easement between all adjacent Townhome Units for the purpose of maintaining or repairing the improvements located on each Townhome Unit, which easement shall extend to a distance of five (5) feet as measured from any point on the common boundary between the Townhome Units. This easement shall be used only for such period of time as is reasonably necessary in order to complete the maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Townhome Units over which this easement is exercised which arises out of such maintenance or repair work.

(b) Easements for Exclusive Use of Stoop, Driveway, Deck and Patio Area. There shall be appurtenant to each Townhome Unit an easement for the exclusive use and enjoyment of the stoop, driveway, deck and patio areas (or portions thereof) that is not within the boundary of the Townhome Unit, but annexed to such Townhome Unit. Such easement shall include the right to place potted plants, furniture and other ornamentation in and on such areas in accordance with and subject to the provisions of this Declaration.

(c) Townhome Unit Construction and Boundary Line Improvements. Each Townhome Unit shall be subject to a construction easement in favor of the Declarant, Builders, and authorized subcontractors, and adjoining Unit Owners for the construction of any Unit, including, but not limited to, installation of boundary line improvements such as fences, walls and hedges. Any boundary line improvement made by an adjoining Unit Owner shall first be approved by Declarant or the Association prior to installation.

10.6. Delegation of Use of Easements. Declarant, the Association, or either of them may temporarily delegate or license to any Builder their right to use an easement granted in this Article X, and no request by a Builder for the use of such easement will be unreasonably conditioned, delayed or denied.

ARTICLE XI. MORTGAGEE PROVISIONS

11.1. Notice of Action. An institutional holder, insurer, or guarantor of a First Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of: (a) any condemnation loss of any casualty loss which affects a material portion of the Development or which affects any Unit on which there is a First Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a First Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

11.2. Audit. Upon written request of any institutional holder of a First Mortgage and upon payment of all necessary costs by such holder, such holder shall be entitled to receive a copy of audited financial statements of the Association within 90 days of the date of the request.

11.3. No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds.

11.4. HUD/VA Approval. As long as the Declarant has the right to appoint and remove the officers and/or directors of the Association and so long as the project is approved by HUD for insuring or the VA for guaranteeing any Mortgage in the Development, and if required by HUD or VA regulations, then the following actions shall require the prior approval of HUD and/or the VA as applicable: annexation of additional property and material amendment of the Declaration, Bylaws, or Articles of Incorporation.

11.5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XII. AMENDMENT

12.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant or the Board may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, permit, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; (d) to correct any scrivener's errors, to clarify the intent of any provision, or to resolve any actual or apparent inconsistencies between provisions; or (e) to satisfy the requirements of any local, state, or federal governmental agency.

12.2. By Members. Except as otherwise specifically provided above and elsewhere in this Declaration or in the Planned Community Act, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing 67% of the total Class "A" votes in the Association, including 67% of the Class "A" votes held by Members other than Declarant, and Declarant's consent, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

12.3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If any Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Superior Court in the county where the Property is located within one year of the date of recordation of such amendment with the Register of Deeds. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Every Owner, by taking record title to a Unit, and each holder of a mortgage upon any portion of any Unit, by acceptance of such mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided herein.

12.4. Approval of Amendments by Builders. Notwithstanding anything in this Declaration to the contrary, in the event any amendment materially adversely affects the rights of Builder, including without limitation any amendment which would remove any exemption granted to any such Builder, for so long as Builder owns at least one Unit held primarily for sale for residential occupancy or is under contract to purchase a Unit from the Declarant, such amendment shall be subject to the prior written consent of Builder.

ARTICLE XIII. PERMITS AND GOVERNMENT REGULATIONS

13.1. Stormwater Permits. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and stormwater control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, or adjacent to the Property, in accordance with all permit requirements and conditions contained in applicable dredge, fill, consumptive use, surface water permits, or any other applicable permits issued by governmental agencies, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by all other local, state and federal authorities having jurisdiction over the Property. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction over the Property. The Association shall be responsible for the maintenance, operation and repair of any Stormwater Management System on the Property. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the applicable water management district or other applicable authority. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 13.1, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

13.2. General Permits. To develop the Property, Declarant or its assigns may procure, or may have procured, permits from Wake Forest, Wake County, the State of North Carolina, the United States, all or some of the foregoing. Declarant, the Association and all Owners, as well as any and all other Persons benefited by said permits, shall, at all times, use due diligence and good faith to comply with all conditions imposed by such Permits. Should at any time any of such parties be determined to be in non-compliance with any permit, said Person shall immediately use good faith and due diligence to take action to come into compliance with the conditions imposed by said permit. From time to time, as Common Areas are constructed and deeded to the Association or a Neighborhood Association, or as Declarant completes development within neighborhoods within the Property, Declarant shall request of the permitting agency that permits issued to it, or on its behalf, be transferred and assigned to the Association or a Neighborhood Association, or to other Persons benefited thereby. Declarant shall, prior to any such requested transfer, bring all properties into compliance with any conditions imposed by said permits. The proposed transferee shall, to the extent allowed by law, accept the transfer and assignment of said permits, agree to be bound by all of the provisions and conditions contained therein, and shall execute any documents of assignment or acceptance required by the permitting agency.

13.3. Limitations on Further Permitting. To procure permits for the development of the Property, agencies may impose limitations on the further issuance of permits to Owners, from time to time. By accepting ownership of a Unit, or other land within the Property made subject to this Declaration, said Owner agrees, to the extent required by any agency, to forego the opportunity to be issued individual permits for utilization of water bodies, wetlands or stream buffer zones.

13.4. Binding Effect. All permits issued shall be binding upon the heirs, successors and assigns of the Owner of the land burdened thereby regardless of whether any permits have been formally assigned or transferred to such Owner.

13.5. Environmental Regulations. In addition to the restrictions contained in this Declaration, the Association, each Owner, any tenant or guest must comply with all laws, ordinances, rules and regulations related to the Property. Without limiting the generality of the foregoing, compliance with the following, among other laws, is required:

(a) The State of North Carolina has adopted riparian buffer protection rules for the Neuse River Basin. These rules aid in the removal of nitrogen, phosphorus, and other pollutants from rainwater that flows into the basins' waterways, protecting the waterways from surrounding land use. Generally these rules require a landowner to leave a fifty-foot vegetated waterside buffer limiting and restrict the removal or thinning of vegetation in areas adjacent to water courses within the Property. Every Owner should investigate fully and shall comply at all times with all laws and rules of the State of North Carolina, and shall perform no clearing or thinning activities in or within 50 feet of the edge of any stream or wetland except to the extent such clearing or thinning activities are allowed by the State of North Carolina. Furthermore, there shall be no structure constructed within said restricted area, including with the water course, without issuance of a permit by the State of North Carolina, if required, and without approval by the ARC.

(b) The United States Clean Water Act gives the United States Army Corps of Engineers jurisdiction over wetlands within the Property. All land-disturbing activity and construction must comply with the Clean Water Act and the rules promulgated in connection with the act. Without limiting the generality of the foregoing, before any land-disturbing activity begins, wetlands in the area must be delineated and permits must be obtained from the Army Corps of Engineers, other agencies with jurisdiction and approval from the ARC must be obtained. Activities which require approval and permits are defined in the Clean Water Act and the regulations, those activities may include, but may not be limited to grading, dredging, excavation, fill, ditching, diversion, damming or other activity which alters or destroys water bodies or wetlands. The ARC will authorize such action only on a showing of a compelling need for the landowner to take such action and conditioned on the landowner's acquisition of all permits.

(c) Certain laws regarding control of stormwater and permits related to the development of the Property may require the installation of certain stormwater control devices on the Property. Those devices may include, but are not limited to, ditches, swales, rain gardens, bio detention areas, catch basins, detention ponds, dry detention basins, level spreaders, infiltration basins, filter strips, silt fences and similar devices or structures. Owners shall not damage or alter in any way any such stormwater control device. Each Owner shall be fully liable for the cost of repairing any stormwater control device damaged or altered by that Owner, the Owner's family, tenants, or guests, including any penalties imposed on the Declarant or the Association by any Governmental Authority as a result of such damage or alteration.

The foregoing list of laws is not exhaustive. Other regulations may apply to development within the Property. Neither the Association nor the ARC has or will undertake to advise Owners about such laws and regulations. EVERY OWNER IS PERSONALLY RESPONSIBLE FOR IDENTIFYING ALL LAWS AND REGULATIONS THAT RELATE TO THE ACTIVITIES OF THE OWNER AND TENANTS AND GUESTS OF THE OWNER ON EVERY UNIT OWNED BY THE OWNER.

ARTICLE XIV. BUILDERS, ARCHITECTS AND LANDSCAPE PROFESSIONALS

14.1. Builders. Declarant is specifically authorized to designate and define a limited number of licensed North Carolina construction contractors authorized to construct Improvements within the Property, and to determine and impose the criteria for construction contractors to qualify for such designation. Declarant may further limit the number of such qualified construction contractors. The purpose of this authorization is to enhance the likelihood that a good quality of construction will be maintained in a clean and sightly condition. In the event a construction contractor designated as approved for residential construction within the Property shall have its privileges to construct revoked upon a finding by Declarant that said construction contractors is not building an acceptable quality structure, is not successful in maintaining good customer relations, is failing to maintain its construction sites in a clean and sightly condition, is not pursuing construction diligently and completing construction promptly, or is violating any condition contained herein. Declarant shall maintain at all times a list of approved construction contractors, which shall be made available upon request to any Owner or prospective Owner, and each Owner by accepting title to a Unit agrees to utilize only an approved construction contractor. The Association shall also have the right of designation reserved herein to Declarant after the end of the Development Period.

14.2. Architects. Declarant is specifically authorized to designate and define a limited number of architects and professional designers authorized to design buildings within the Property, and to determine and impose the criteria for architects to qualify for such designation. Declarant may further limit the number of such qualified architects. The purpose of this authorization is to enhance the likelihood that a good quality of design will be maintained. An architect designated as approved for design within the Property may have his or her privileges revoked upon a finding by Declarant that said architect is not designing an acceptable quality structure, is not successful in maintaining good customer relations, is failing to work with the ARC, is not pursuing ARC approvals appropriately, or is violating any condition contained herein. Declarant may maintain a list of approved architects, which shall be made available upon request to any Owner or prospective Owner, and each Owner by accepting title to a Unit agrees to utilize only an approved architect. The Association shall also have the right of designation reserved herein to Declarant after the end of the Development Period.

14.3. Landscape Professionals. Declarant is specifically authorized to designate and define a limited number of landscape professionals authorized to design, install and maintain landscaping within the Property, and to determine and impose the criteria for landscape professionals to qualify for such designation. Declarant may further limit the number of such qualified landscape professionals. The purpose of this authorization is to enhance the likelihood that a good quality of landscaping will be maintained in a clean and sightly condition. A landscape professional designated as approved for residential installation within the Property shall have its privileges to install revoked upon a finding by Declarant that said landscape professional is not designing acceptable landscaping, is failing to work with the ARC, is not pursuing ARC approvals, is not installing quality landscaping, is not successful in maintaining good customer relations, is failing to maintain its construction sites in a clean and sightly condition, is not pursuing installation diligently and completing installation promptly, or is violating any condition contained herein. Declarant may maintain a list of approved landscape professionals, which shall be made available upon request to any Owner or prospective Owner, and each Owner by accepting title to a Unit agrees to utilize only an approved landscape professional. The Association shall also have the right of designation reserved herein to Declarant after the end of the Development Period.

14.4. Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Holding Village in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant, any Builder, architect or landscape professional involved in the design or construction have been first notified in writing and given the opportunity to meet with the property Owner and conduct an inspection.

ARTICLE XV. INSURANCE

15.1. Insurance. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the VA, and HUD, if and to the extent applicable to the Property. The Board of Directors shall obtain casualty insurance for all reasonably insurable improvements located on the Common Areas, which the Association is obligated to maintain. This insurance shall provide, at a minimum, flood, wind, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy with a combined single limit of at least One Million Dollars (\$1,000,000.00) applicable to the Area of Common Responsibility covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on all persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association

15.2. Individual Insurance - Single Family Unit. Each Owner, by virtue of taking title to a Single Family Unit subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of Single Family Units and each Owner covenants and agrees with all other Owners and with the Association that each Owner will carry at all times all-risk casualty insurance on the Unit, all structures constructed thereon, as well as a liability policy covering damage or injury occurring on a Unit. The casualty insurance shall cover loss or damage by wind, water, fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Upon request by the Association, the Owner shall furnish a copy of such insurance policy to the Association.

If an Owner fails to provide proof of insurance, the Association may obtain insurance coverage on behalf of said Owner, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

15.3. Insurance on Townhomes. To the extent available at reasonable cost, the Association may maintain as an Association expense insurance commonly known as "master condominium/townhome insurance", which insurance may cover the following property, regardless of ownership: the roofs, structure of the buildings, fixtures, improvements and alterations that are part of the buildings, and the stoops, decks, driveways and patio areas. The Association's insurance policy may exclude improvements and betterments made by an Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the finished home (e.g., paint, wallpaper, paneling, other wall covering, tile, carpet, and any floor covering).

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, all officers, agents and employees of the Association, the Owners, and their respective Mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs and each Owner shall have the right to obtain additional coverage at his or her own expense.

15.4. Individual Insurance - Townhome Units. Each Owner, by virtue of taking title to a Townhome subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Units. Each Owner covenants and agrees with all other Owners and with the Association that each Owner will maintain at all times all-risk casualty insurance on such portions of the home that are not covered by the insurance referred to in Section 15.3 above, as well as a liability policy covering damage or injury occurring on a Unit. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of a covered item in the event of damage or destruction from any such hazard.

The Board of Directors has the right, but not the obligation, to require the Owner to furnish a copy of such insurance policy or policies to the Association. If any such Owner fails to obtain insurance as required by this section, the Association has the right, but not the obligation, to purchase such insurance on behalf of the Owner and to assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments herein.

Upon request by the Board of Directors, the Owner shall furnish a copy of such insurance policy or policies to the Association.

15.5. Additional Insurance Requirements.

The Board of Directors shall utilize reasonable efforts to include the following provisions in the policies that the Association obtains:

- (a) waiver of the insurer's rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, occupants, and their respective household members;
- (b) an agreed value endorsement and an inflation guard endorsement;
- (c) any "other insurance" clause contained in the master townhome policy shall expressly exclude individual Owners' policies from its operation;
- (d) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;
- (e) the master townhome policy may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units.

All policies of insurance shall be written with a company licensed to do business in the State of North Carolina. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to the terms of this Declaration.

Additionally, the Association shall obtain such insurance coverage as is necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, if and to the extent applicable to the Property.

Nothing contained herein requires the Association to make a claim under the insurance policies upon the occurrence of an insured event. The Association has the right to exercise reasonable business judgment in all insurance decisions.

ARTICLE XVI. MISCELLANEOUS

16.1. No Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the

Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

16.2. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty-year period or any extension thereof, such instrument having been executed by a minimum fifty-one percent of the record Owners of the Units.

16.3. Notices. Any notice required or permitted to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the U.S. mail, postage prepaid, addressed to the member or Owner to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been furnished to the Secretary of the Association, at the address of the Unit owned by such member. The date of service shall be the date of mailing. The address of Declarant or the Association shall be the address of its respective registered agent on file with the Secretary of State of North Carolina. The date of service shall be the date shown on the return receipt. Rejection or other refusal to accept shall be deemed to be receipt of the notice sent.

16.4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

16.5. Judicial Proceedings. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Units, to enforce any liens created by this Declaration. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Unit Owners. However, Owners' consent is not required for (a) actions brought by the Association to enforce the provisions of this Declaration (including but not limited to the foreclosure of liens and the enforcement of aesthetic requirements); (b) the collections of assessments; (c) proceeding involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

16.6. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

16.7. Right to Develop. Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in a Unit or in the Property acknowledges that the Property is a planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge, or otherwise object to (a) changes in uses or density of property outside the Neighborhood in which such Person holds an interest, or (b) changes in the plan as it relates to property outside the Neighborhood in which such Person holds an interest.

16.8. Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, or similar instrument affecting any portion of the Property, during the Development Period, without Declarant's review and written consent, and thereafter without consent of the Association. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Declarant.

16.9. Right to Approve Changes in Standards. No amendment to or modification of any Community Wide Standards, restrictions, rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration.

16.10. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration, the By-Laws, or in North Carolina law may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration, the By-Laws, or North Carolina law. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs and records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

16.11. Changes in Ownership of Units. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Association at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Unit Owner, including assessment obligations, until the date upon which such notice is received by the Association, notwithstanding the transfer of title. In connection with changes of ownership, Owner who is selling the Unit must pay the transfer fee described in Section 6.7.

16.12. Adjacent Properties. Access to and use of any property adjacent to or in close proximity to the Property, including any roads, pathways, trails or recreational facilities, is strictly subject to the rules and procedures of the owner or operator of such adjacent property, and no Person gains any right to enter or to use any adjacent property by the virtue of membership in the Association or ownership or occupancy of a Unit. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, or by any Person acting on behalf of any of the foregoing, with regard to continuing ownership or operation of any adjacent property, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the adjacent property.

16.13. View Impairment. Neither the Declarant, any Declarant-related entity, nor the Association guarantees or represents that any view from Units over and across the Common Area will be preserved without impairment. Neither the Declarant, any Declarant-Related Entity, nor the Association shall have the obligation to prune or thin trees of other landscaping, and shall have the right to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Common Area from time to time.

16.14. Rezoning. No Owner or any other Person may apply or join in an application to amend, vary or modify the zoning ordinance or rezone or apply for any zoning variance or waiver, special use permit, or other matter, as to all or any portion of the Property without the prior written consent of Declarant, which may be withheld at Declarant's sole discretion. Nothing herein shall prevent Declarant from applying for such rezoning as to any portion of the Properties owned by it at any time.

16.15. Security. Each Owner and Occupant of a Unit, and their respective employees, lessees, invitees, clients, customers, and guests, shall be responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. Neither the Association, the Declarant, any Declarant-Related

Entity, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reasons of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure cannot be compromised or circumvented, or that any such security system or measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Additionally, no representation or warranty is made that the lighting facilities or systems (including the placement thereof) will adequately illuminate or attempt to adequately illuminate all of the Common Areas, or that such facilities or systems will be designed with safety measures in mind. Each Owner acknowledges, understands and covenants to inform its lessees and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any Declarant-related entity, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of any structure located thereon, resulting from acts of third parties. Any costs incurred by the Association to provide such services shall be paid by the Association and shall be charged to all Units, as an assessment, or only to those certain Units benefited thereby, as a Specific Assessment, as determined by the Board in its sole discretion.

16.16. Future Development. Each Owner acknowledges, understands and covenants to inform its lessees and all occupants of its Unit that the Property and areas adjacent to the Property are subject to further development and expansion, and therefore, there may be certain inconveniences during any period of construction, and Owner as well as any of its tenants or occupants waives all claims with respect thereto. Owner agrees that if Owner or Owner's employees, lessees, invitees, clients, customers, guests, contractors, or agents enter onto any area of construction, they do so at their own risk, and that the Declarant or a Declarant-Related Entity, the Association, and their respective contractors, agents or employees shall not be liable for any damage, loss or injury to such person.

16.17. Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Property, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Property and Owners shall not merge into the fee simple estate of individual Units conveyed by Declarant or its successor, but that the estates of the Declarant and individual Unit Owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of the Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

16.18. Disclaimers as to Water Bodies. Neither the Declarant, the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or sub-contractors (collectively, the "listed parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream or other water body adjacent to or within the property, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or authority. Further, all Owners and users of any portion of the property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to, or use of, such property, to have agreed to hold harmless the listed parties for any and all changes in the quality and level of the water in such bodies.

All persons are hereby notified that from time to time poisonous snakes and other wildlife may inhabit or enter into water bodies and natural areas within the property and may pose a threat to persons, pets and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All persons are hereby notified that the banks and slopes of water bodies within certain areas of the property may be steep and that depths near shore may drop off sharply. By acceptance of a deed to, or use of, any unit or other portion of the property, all owners or users of such property shall be deemed to have agreed to hold harmless the listed parties from any and all liability or damages arising from the design, construction, or topography of any banks, slopes, or lake or river bottoms located therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officers on the day and year set forth below.

WSR HV, LLC,
a Delaware limited liability company

By: Reader & Partners, LLC,
a Florida limited liability company,
its Operator Manager

By: 

Name: Dean Barberree

Title: Sr. Vice President

STATE OF Florida
COUNTY OF Orange

I, Kimberly Locher, a Notary Public for Orange County, State of Florida, do hereby certify that Dean Barberree ("Signatory"), personally appeared before me this day and acknowledged that he is Sr. Vice President of Reader & Partners, LLC, a Florida limited liability company, Operator Manager of WSR HV, LLC, a Delaware limited liability company, and that he, as Sr. Vice President, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of Reader & Partners, LLC as Operator Manager of WSR HV, LLC.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

- ☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☐ a driver's license or
☐ in the form of _____); or
☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this _____ day of December, 2013.



Kimberly Locher
Notary Public

Print Name: Kimberly Locher
 [Note: Notary Public must sign exactly as on notary seal]

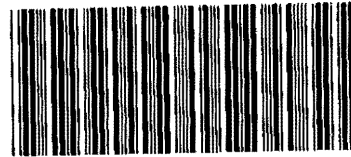
My Commission Expires: May 28, 2017

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

EXHIBIT A
PROPERTY DESCRIPTION

State of North Carolina, County of Wake, Town of Wake Forest and BEING all of "New Lot 1" consisting of 38.28 acres as shown on plat titled " Holding Village" dated December 13, 2013 prepared by The John R. McAdams Company, Inc. and recorded in Book of Maps 2013, Page 1714 and 1717, Wake County Register of Deeds.

Tax Parcel No.: Portion of 1840445364



BOOK:015539 PAGE:00357 - 00400



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

____ # of Time Stamps Needed

This Document

44 # of Pages

Tt