

**NORTH CAROLINA REAL ESTATE COMMISSION*****Residential Property And Owners'
Association Disclosure Statement******Protecting the Public Interest in Real Estate Brokerage Transactions***Property Address/Description: 9425 Cartersville Ct, Raleigh, NC, 27617Owner's Name(s): Opendoor Property Trust I

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed

by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR	
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>05/26/2026</u> If not owner-occupied, how long has it been since the owner occupied the property? <u>2026-05-26</u>	☐	☒	☐	
A2. In what year was the dwelling constructed? <u>1988</u>			☐	
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☒	☐	☐	
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☒ Brick Veneer ☒ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other _____			☐	
A5. In what year was the dwelling's roof covering installed? <u>2015</u>			☐	
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☒	☐	
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☒	☐	
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☐	☒	
A9. Is there a problem, malfunction, or defect with the dwelling's:				
	NA	Yes	No	NR
Foundation	☐	☐	☒	☐
Slab	☐	☐	☐	☒
Patio	☐	☐	☐	☒
Floors	☐	☐	☒	☐
Windows	☐	☐	☒	☐
Doors	☐	☐	☒	☐
Ceilings	☐	☐	☒	☐
Deck	☐	☐	☐	☒
Attached Garage	☒	☐	☐	☐
Fireplace/Chimney	☐	☐	☐	☒
Interior/Exterior Walls	☐	☐	☒	☐
Other: <u>living room thermal double pane glass replaced</u>	☐	☐	☒	☐

Explanations for questions in Section A (identify the specific question for each explanation):

Per work order, kitchen sink replaced. Kitchen supply lines replaced. Shower and tub valve replaced. Kitchen countertops installed.
 Living room thermal double pane glass replaced. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

SECTION B. HVAC/ELECTRICAL

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☒	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☒	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			☐
☐ Furnace [____ # of units] Year: _____			
☐ Baseboard [____ # of bedrooms with units] Year: _____			
☐ Heat Pump [____ # of units] Year: _____			
☒ Other: <u>Central HVAC</u> Year: _____			

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: _____ Year: 2009 ☐ Wall/Windows Unit(s): _____ Year: 2009
☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

☐ Electricity ☒ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☒ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☒ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☐ Electric: _____ ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ community system ☐ Septic tank ☐ Drip system
☒ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ ☐ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR
Septic system	☒	☐	☐	☐
Sewer system	☐	☐	☒	☐

	NA	Yes	No	NR
Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☒	☐
Water supply (water quality, quantity, or pressure)	☐	☐	☒	☐

Explanations for questions in Section C (identify the specific question for each explanation):

Per work order, kitchen sink and supply lines replaced. Shower and tub valve replaced. Bathroom angle stop valve replaced. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

Buyer Initials _____ Owner Initials BB
Buyer Initials _____ Owner Initials _____

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SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

Yes ☐ No ☐ NR ☒

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☐	☐	☐	☒	Irrigation system	☒	☐	☐	☐	Sump pump	☒	☐	☐	☐	Garage Door system	☒	☐	☐	☐
Elevator system or component	☒	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☒	☐	☐	☐
Appliances to be conveyed	☐	☐	☒	☐	TV cable wiring or satellite dish	☒	☐	☐	☐	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☒	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes ☐ No ☐ NR ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☒ ☐

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☒ ☐

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☒ NA

☐ ☐ ☒

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Yes ☐ No ☒ NR ☐

Buyer Initials _____ Owner Initials **BB**
 Buyer Initials _____ Owner Initials _____

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☒	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☒	☐	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☒	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☒	☐
F8. Is there a current flood insurance policy covering the property?	☐	☒	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☒	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☐	☒

Explanations for question in Section G (identify the specific question for each explanation):

Dominion Park Homeowners Association Inc. - \$174.00 quarterly

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) <u>Dominion Park Homeowners Association Inc.</u> whose regular assessments ("dues") are \$ <u>174.00</u> <u>perquarterly</u> . The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: <u>Dominion Park Homeowners Association Inc., P.O. Box 99149, Raleigh, NC 27624, 984-220-8702</u> c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☒	☐	☐

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: _____	☐	☒	☐
--	--------------------------	-------------------------------------	--------------------------

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	☐	☒	☐
--	--------------------------	-------------------------------------	--------------------------

H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	☐	☐	☒
---	--------------------------	--------------------------	-------------------------------------

Explanations for questions in Section H (identify the specific question for each explanation):
NR

Any fireplace conveys in current (as-is) condition. Seller to make no repairs. No known issues. Any windows with possible blown seals to convey in current (as-is) condition

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Brad Bonney Opendoor Property Trust I Date 08/03/2026
Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____
Buyer Signature: _____ Date _____

Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Requestor:

Rexera
Hu Ding
415-236-2577

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

General Information

This information is good through	05-31-2026
Property Account Number	7632-CA9425
Is this account in collections?	No
What is the current regular assessment against the unit?	174.00
What is the frequency of the assessment charge?	Quarterly
The regular assessment is paid through:	06-30-2026
The regular assessment is next due:	07-01-2026
What day of the month are regular assessments due?	1st of each quarter
How many days after the due date is the regular assessment considered delinquent?	30
The penalty for delinquent assessments is:	20.00

Specific Fees Due To Dominion Park Homeowners Association Inc.

Closing agent is required to collect the following number of regular assessments at closing:	1
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$0.00

General Association Information

Are there any violations against this unit?	No
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments).	No

Insurance Information

Insurance broker's or agent's company name:	Nationwide
Identify the insurance agent's name:	Carter Glass
Insurance agent's phone number:	919-781-1973
Insurance agent's fax number:	
Insurance agent's email address:	



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Requestor:

Rexera
Hu Ding
415-236-2577

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

Michael Slaton

Michael Slaton, CSA

Date: 05-06-2026

Towne Properties Raleigh District

Phone: 984-220-8702



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Requestor:

Rexera
Hu Ding
415-236-2577

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

Comments:

NEW HOMEOWNER MUST COMPLETE THE HOMEOWNER FORM INCLUDED WITH THIS ORDER.

PLEASE INCLUDE THE ACCOUNT NUMBER AND CLOSING DATE INFORMATION WITH YOUR CHECK.

Please remind the seller to cancel any automatic payments they may have set up through their bank or online.

Assessment subject to change at the end of each year. Any difference would be the responsibility of the Owner.



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Requestor:

Rexera
Hu Ding
415-236-2577

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

Fee Summary

Amounts Prepaid

Total **\$0.00**

Fees Due to Towne Properties Raleigh District

Closing Form Only \$177.00

Total **\$177.00**

Fees Due to Dominion Park Homeowners Association Inc.

Prepaid Assessments \$174.00

Total **\$174.00**

Fees Due to HomeWiseDocs.com (Service/Delivery Fees)

HWD Service/Delivery Fee for \$23.00
Closing Form Only

Total **\$23.00**



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Requestor:

Rexera
Hu Ding
415-236-2577

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER 2CDN5GJNJ ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Towne Properties Raleigh District

Closing Form Only	\$177.00
Total	\$177.00

Fees Due to Dominion Park Homeowners Association Inc.

Prepaid Assessments	\$174.00
Total	\$174.00

Fees Due to HomeWiseDocs.com (Service/Delivery Fees)

HWD Service/Delivery Fee for Closing Form Only	\$23.00
Total	\$23.00

Include this confirmation number 2CDN5GJNJ on the check for \$177.00 payable to and send to the address below.

Towne Properties Raleigh District
P.O. Box 99149
Raleigh, NC 27624

Include this confirmation number 2CDN5GJNJ on the check for \$174.00 payable to and send to the address below.

Dominion Park Homeowners Association Inc.
P.O. Box 99149
Raleigh, NC 27624

Include this confirmation number 2CDN5GJNJ on the check for \$23.00 payable to HomeWiseDocs.com and send to the address below. **Must return the HomeWiseDocs.com Invoice below with payment.******

Bill2Pay
Attn: HomeWise Payment Processing
P.O. Box 31243



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Estimated Closing Date: 05-28-2026

Tampa, FL 33631-3243

Requestor:

Rexera
Hu Ding
415-236-2577



HomeWiseDocs.com Invoice

ATTENTION: This page must be returned with check made payable to: HomeWiseDocs.com

Return to:

Bill2Pay
Attn: HomeWise Payment Processing
P.O. Box 31243
Tampa, FL 33631-3243

----- fold here -----

----- fold here -----

Order: **2CDN5GJNJ**

Property Information:
9425 Cartersville Ct
Raleigh, NC 27617-7608

Fees due to HomeWiseDocs.com: \$23.00

****NOTE:** Other fees might be due and payable to the Management Company and/or HOA.
Attention: This page must be returned with check made payable to: HomeWiseDocs.com.



Closing Form
Dominion Park Homeowners Association Inc.
Towne Properties Raleigh District

Property Information:

9425 Cartersville Ct
Raleigh, NC 27617-7608

Seller: T [REDACTED]

Buyer: Opendoor Property Trust I a Delaware Statutory Trust Muncie, IN 47305

Requestor:

Rexera
Hu Ding
515 East Main Street, Suite 16, Muncie, IN 47305
415-236-2577
contactus+3@rexera.com

Closing Information

File/Escrow Number:
Estimated Close Date: 05-28-2026
HomeWiseDocs Confirmation #: 2CDN5GJNJ

Sales Price: 375400.0
Closing Date:
Is buyer occupant? No

Status Information

Date of Order: 05-06-2026
Board Approval Date:
Order Completion Date: 05-06-2026

Order Retrieved Date:
Inspection Date:

Community Manager Information

Company: Towne Properties Raleigh District
Completed By: Michael Slaton
Primary Contact: Michael Slaton
Address:
P.O. Box 99149
Raleigh, NC 27624
Phone: 984-220-8702
Fax:
Email: MichaelSlaton@TowneProperties.com



**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ESTABLISHING A MASTER ASSOCIATION**

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PRESENTED
FOR
REGISTRATION
21 NOV -6 AM 11:29
REGISTERED
WIFE COUNTRY

Mail: Payson & Opus
(ENV) Rocky Mt No.

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NORTH CAROLINA

WAKE COUNTY

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ESTABLISHING A MASTER ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 2nd day of October, 1991, by Dominion Park Development, Inc. ("Declarant") and Dominion Park Homeowners Association, Inc. ("DPHA");

WHEREAS, the Declarant has developed the real property described in Exhibit A attached hereto and incorporated herein by reference (herein "Dominion Park") into a residential development consisting of individual lots for sale and appurtenant Common Areas and desires to subject said land to this Declaration; and

WHEREAS, Dominion Park is currently governed by DPHA pursuant to the Declaration of Covenants, Conditions and Restrictions for Dominion Park dated January 5, 1987 and recorded in Book 3915, Page 357, Wake County Registry, as amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for Dominion Park recorded in Book 4288, Page 12, Wake County Registry, and a Second Amendment to Declaration of Covenants, Conditions and Restrictions for Dominion Park, recorded in Book 4352, Page 552, Wake County Registry, (said Declaration of Covenants, Conditions and Restrictions for Dominion Park, as amended, shall hereinafter be referred to as the "Existing Declaration"); and

WHEREAS, the Declarant intends that the property described in Exhibit B attached hereto and incorporated herein by reference (herein the "Undeveloped Property") be developed, either by Declarant or other private developers, into subdivisions consisting of individual lots, condominium units, apartment buildings or other uses of a similar or dissimilar nature, which developments shall be governed by a separate property owners association and restrictive covenants; and

WHEREAS, the Existing Declaration provides that DPHA shall be responsible for maintaining the common area located within Dominion Park and collecting assessments from lot owners within Dominion Park to cover such maintenance costs; and

WHEREAS, Declarant and DPHA are executing a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Dominion Park ("DPHA Declaration") dated of even date herewith, whereby the common area located within Dominion Park is being divided into two categories - Common Area and Limited Common Area -

and the assessments for maintenance costs related to the common area located within Dominion Park shall likewise be divided and applied accordingly to the Common Area and Limited Common Area; and

WHEREAS, Declarant desires to amend the Existing Declarations in order to bifurcate the responsibilities related to maintaining the Limited Common Area and Common Area between DPHA and a master property owners association known as Dominion Park Master Property Owners Association, Inc. ("Master Association"), respectively; and

WHEREAS, Declarant further desires to assure the harmonious development and ease in administration of Dominion Park and the Undeveloped Property, and therefore, deems it to be in the best interest of Dominion Park and of the Undeveloped Property that the Master Association be created in order to govern development of the Undeveloped Property, to oversee administration of the various subdivisions to be developed upon the Undeveloped Property, and to ensure that the burden of maintaining the Common Area and the right to use and enjoy the Common Area is shared equally by all Property Owners within the subdivisions which are subject to this Declaration; and

WHEREAS, the Declarant has authority to establish additional protective covenants for Dominion Park, or portions thereof, pursuant to Section 12 of Article XIII of the existing Declaration of DPHA; and

WHEREAS, this Declaration shall impose no additional burdens on DPHA or the development of Dominion Park, but shall only transfer the responsibilities related to the Common Area to the Master Association for the aforesaid purposes.

NOW, THEREFORE, Declarant hereby declares that Dominion Park, and the Undeveloped Property shall be held, sold and conveyed subject to the following restrictions, easements, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns and shall enure to the benefit of each owner thereof.

Article I Definitions

Section 1. "Bylaws" shall mean and refer to the adopted Bylaws of the Master Association.

Section 2. "Common Area" shall mean and refer to all real property now or hereafter owned by the Master Association and such personal property as is specifically assigned or transferred to the Master Association. The initial Common Area to be owned by the Master Association shall be the private streets, park lands, and

utilities owned by DPHA, the title to which shall be transferred by DPHA to the Master Association in accordance with this Declaration. All owners of Lots in a Member Association shall be entitled to use all of the Common Area.

Section 3. "DPHA" shall mean and refer to Dominion Park Homeowners Association, Inc.

Section 4. "Declarant" shall mean and refer to Dominion Park Development, Inc. and its successors and assigns to whom the rights and privileges of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as the Declarant may impose.

Section 5. "Declaration of Annexation" shall mean and refer to a declaration which adds additional property to that covered by this Declaration. Such declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by the Declaration of Annexation to the provisions of this Declaration.

Section 6. "Dominion Park" shall mean and refer to the real property described in Exhibit A.

Section 7. "Eligible Mortgage Holder" shall mean and refer to a holder, or the insurer or guarantor of the holder of a first mortgage on Property who has requested notice of certain matters from the Master Association as hereinafter and in the Master Association's By-laws provided.

Section 8. "General Assessment" shall mean and refer to that portion of the annual assessments collected by each of the Member Associations on behalf of and to be allocated to the Master Association for the general purpose of meeting the Master Association's operating expenses.

Section 9. "Limited Common Area" shall mean all real and personal property owned by a Member Association, its successors or assigns, for the use and common enjoyment of the property owners within a subdivision whose homeowners association is a Member Association.

Section 10. "Lot" shall mean and refer to a portion of the Property other than the Common Area and Limited Common Area intended for any type of independent ownership shown on the plats of survey filed with this Declaration or amendments thereto.

Section 11. "Master Association" shall mean and refer to Dominion Park Master Property Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns. The Board of Directors or Board shall be the elected body having its normal meaning under North Carolina nonprofit corporate law.

Section 12. "Member Association" shall mean and refer to a property owners association that is a member in the Master Association, as provided herein, and shall specifically include DPHA.

Section 13. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Lot or residential unit thereon which is part of the Property and part of a Member Association, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 14. "Property or Properties" shall mean and refer to the real property described in Exhibits A and B, and is composed of Dominion Park and the Undeveloped Property.

Section 15. "Special Assessments" shall mean and refer to that portion of the assessments collected by each of the Member Associations on behalf of and to be allocated to the Master Association for the general purpose of meeting the capital expenses and other unforeseen expenses of the Master Association.

Section 16. "Undeveloped Property" shall mean and refer to the real property described in Exhibit B.

Article II Membership and Voting Rights

Section 1. Membership. The Declarant and DPHA shall comprise the original membership of the Master Association. As additional subdivisions are developed upon the Undeveloped Property, the property owners associations governing those subdivisions shall be admitted to membership upon their election to subject themselves to the provisions of this Declaration and meeting the requirements for membership set forth in this Declaration. A property owners association becoming a member of the Master Association is a condition precedent to the right of the members of the property owners association to use the Common Area and the right of any of the Owners or other persons in the subdivision to use the Common Area. It is the intent of this Declaration that only property owners associations be admitted to membership in the Master Association, and any subdivision developed upon the Property which is not governed by a property owners association shall not be eligible for membership in the Master Association.

Section 2. Voting Rights. The Master Association shall have one class of voting membership. The Declarant and each Member Association shall be entitled to one vote on all business of the Master Association. The votes of a Member Association shall be exercised by a representative duly appointed by each Member Association. The affirmative vote of a majority of the votes entitled to be cast, or a larger percentage as required herein,

shall be necessary for the adoption of any matter voted upon by the Member Associations. In the event of a tie vote, the Declarant, unless such right has been assigned by Declarant, shall cast an additional vote to break the tie.

Article III

Transfer, Use and Restrictions on Property

Section 1. Reservation of Development Rights. Declarant hereby reserves for itself and the Master Association, as indicated, the following rights in connection with the development of the Property:

(a) The Undeveloped Property is reserved for future development by the Declarant, its successors-in-title or assigns in accordance with plans and specifications approved by the City of Raleigh or other appropriate governmental authority. Nothing contained herein shall prohibit the development of the Undeveloped Property and nothing herein shall give any control over the development of the Undeveloped Property to the Master Association or the DPHA or any other Member Association, except as specifically and explicitly set forth herein.

(b) Any property owners association with respect to a subdivision which is developed upon the Undeveloped Property shall become a member of the Master Association and shall be subjected to the provisions of this Declaration at the option of the Declarant, or other owner in the event the Declarant has transferred title to a portion of the Undeveloped Property to another person, and upon meeting the requirements for membership set forth in this subsection, including subjecting themselves to the provisions of this Declaration. If the property owners association with respect to a subdivision does not become a member of the Master Association, then the members of the property owners association and other Owners, if any, in and for that subdivision shall have no right to use the Common Area.

Section 2. Transfer of Title by DPHA. DPHA shall transfer to the Master Association, contemporaneously with the creation of the Master Association, title to the common properties within Dominion Park to be used as the Master Association's Common Area. The common properties to be transferred shall include the streets, park lands, utilities and easement rights owned by DPHA and other real and personal property which the Board of Directors of DPHA shall elect to convey to the Master Association; provided, however, the common properties shall specifically exclude the tennis court, the swimming pool, clubhouse and facilities related to the operation and maintenance of the pool.

Section 3. Transfer of Title By Additional Subdivisions. When electing to subject a subdivision developed upon the Undeveloped Property to the terms of this Declaration, in order to

become a member of the Master Association, the Declarant or the successor owner, as the case may be, must also transfer to the Master Association the title to that portion of real and personal property within the subdivision which the Declarant or successor owner desires to be used as Common Area. The Declarant or successor owner may choose at their option, in accordance with the ordinances, plans and specifications approved by the City of Raleigh, which portions of the Undeveloped Property shall be transferred to the Master Association to be used as Common Area, but in any event the title to the real property on which the private streets and utilities are located must be transferred to the Master Association. In addition, the Declarant or successor owner must transfer to the Master Association all appurtenant rights in the real and personal property being transferred pursuant to this Section, and the Master Association shall have all such rights of Declarant or successor owner in the real and personal property within the subdivision which is being transferred subject to this Section. The appurtenant rights shall include, but are not limited to all easements and rights of entry over and upon the property within the subdivision.

All property transferred under this section shall be free and clear of liens and encumbrances, except for gateway, utility and drainage easements and this Declaration.

All transfers of property under this section must comply with the provisions and procedures for annexation of property set forth in Article IV.

Section 4. Condition of Property conveyed to Master Association. Prior to any conveyance of Property to the Master Association pursuant to Section 2 of this Article, the following requirements must be met:

(a) All improvements which are constructed, are being constructed, or are to be constructed upon the property being conveyed to the Master Association must be fully paid for and completed in a good and workmanlike condition prior to conveyance to the Master Association. All as-built plans for such improvements must be submitted to the Master Association. In addition, the Declarant or successor owner must assign to the Master Association all warranties related to improvements upon the property being conveyed.

(b) The Declarant or successor owner of the property to be conveyed to the Master Association, along with any general contractor having furnished labor or materials at the site of the property being conveyed, must execute in favor of the Master Association all necessary lien waivers prior to the conveyance of the property. In addition, the Declarant or successor owner must have obtained a commitment to issue a title insurance policy from a title insurance company approved by the Master Association.

(c) The Property which is being conveyed to the Master Association must have received all necessary and appropriate governmental approvals and the owners of the property must complete an environmental report certifying that there exists no hazardous material on the property being conveyed.

(d) The Declaration of Covenants applicable to the subdivision which is conveying the property must be submitted to the Master Association and shall be in conformity with the provisions of this Declaration and approved by the City of Raleigh.

Section 5. Owner's Easement. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in the Common Area which shall be appurtenant to and shall pass with the title to every Lot. The Owner's easement shall be subject to the following:

(a) The rights of the Master Association to suspend an Owner's right to use any of the facilities located upon the Common Area for any period during which any annual General Assessment or Special Assessments of the Master Association against that owner remains unpaid, and for any infraction by an Owner, or a guest of an Owner, of the Master Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days (the Master Association may not prevent an Owner from using the Common Area for ingress and egress to his Lot);

(b) The right of the Declarant or any other successor owner(s), with regard to the Undeveloped Property, to grant greenway, utility or drainage easements in and to the Common Area contained within the Undeveloped Property to any public agency, authority or utility; provided, however, no such grant or conveyance shall impair the rights of ingress or egress of an Owner to and from his Lot.

(c) The rights of the Master Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage or deed of trust conveying all or any portion of the Common Area, provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Master Association shall be subject to and subordinate to any and all rights, interests, options, easements or privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any mortgage or deed of trust, irrespective of when executed;

(d) The right of the Master Association to vacate or transfer any portion of the Common Area to any public agency, authority or utility for such purposes and subject to such

conditions as may be agreed to by the Member Associations; provided, however, no such conveyance or dedication shall impair the rights of ingress or egress of an Owner to and from his Lot. Any transfer of a portion of the Common Area shall be subject to the provisions of Raleigh City Code Section 10-3071(b)(6).

(e) Article III, Section 5(b) may not be amended without the written consent of the Declarant.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Master Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot or residence thereon.

Section 7. Owner's Right to Ingress, Egress and Support. Each Owner shall possess the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such right shall be appurtenant to and pass with the title to each Lot.

Section 8. Rules and Regulations. The Board of Directors of the Master Association may establish reasonable rules and regulations concerning the use of the Common Area, and facilities located thereon. Copies of such regulations and amendments thereto shall be furnished by the Master Association to all Owners prior to the rules' effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, canceled or modified by the Master Association or its Board of Directors in a regular or special meeting by the vote of a majority of the votes entitled to be cast. The Board of Directors of the Master Association shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure, as provided in Article V.

Section 9. Declarant's Reserved Easement. Declarant hereby reserves such easements through the Property as may be reasonably necessary for the purposes of discharging its obligations for the construction and development of Dominion Park and the Undeveloped Properties.

Article IV
Procedure and Requirements for Membership

Section 1. Application. Any property owners association desiring membership in the Master Association shall initially provide the Board of Directors of the Master Association with notice of its intent to have the property which it governs annexed by the Master Association pursuant to Article X. In the notice to the Master Association, the property owners association shall identify the property to which title shall be transferred to the Master Association pursuant to Section 3 of Article III. Along with the notice to the Master Association, property owners association must submit to the Master Association all items specified in Section 4 of Article 3.

Section 2. Approval By the Master Association. Upon receipt of all necessary documents from the applicant subdivision, the Board of Directors of the Master Association shall have the right to review all documentation and make the determination whether the Property to be conveyed to the Master Association is acceptable, and whether it meets the requirements of Section 4 of Article III.

The Board of Directors shall have thirty (30) days to review all documentation and make such a determination. In the event the applicant subdivision has not received a response within the thirty (30) day time period, the submitted documents shall be deemed approved and the property owners association shall be entitled to membership in the Master Association.

The Master Association shall act reasonably and in good faith in reviewing the documentation submitted by a property owners association. In those instances in which a governmental approval is required, a letter from the appropriate governmental unit that the Property is in conformity with the necessary requirements shall be satisfactory for the purposes of this Article. A formal opinion from the attorney for the property owners association which states that the property owner association's restrictive covenants conform with the terms of this Declaration in all material respects shall be satisfactory for the purposes of this Article.

It is the intent of this Article that the property owners associations requesting membership in the Master Association be allowed such membership and that the property of the property owners association's be annexed to the terms of this Declaration, and that membership and annexation be denied only in instances where there has been a material and substantial failure on the part of the property owners association to meet the requirements set forth herein.

The City of Raleigh must approve the conveyance of property from a property owners association to the Master Association to be used as Common Area as well as the proposed covenants for a

property owners association prior to the property owners association's admission to membership in the Master Association. Such approval from the City of Raleigh shall not be subject to the thirty (30) day time period set forth in this Section.

Section 3. Tender of Documentation. At such time as the Board of Directors of the Master Association approves a property owner association for membership in the Master Association and agrees to annex the property of the property owners association to the terms of this Declaration, the property owners association shall tender all documents necessary to transfer the Property to the Master Association pursuant to Section 3 of Article III, including, but not limited to, a title insurance policy and a general warranty deed. The property owners association shall also be required to tender to the Board of Directors of the Master Association all documents necessary for annexation of the property of the property owners association to the terms of this Declaration.

Section 4. Expenses of Application Process. All expenses incurred in applying for membership annexation of property, including, but not limited to, obtaining governmental approvals, obtaining environmental certification, preparation of restrictive covenants, preparation of general warranty deed and related transfer documents, and preparation of annexation documents shall be the responsibility of the property owners association.

Article V Maintenance of Common Areas

Section 1. Master Association's Responsibility. The Master Association shall maintain and keep in good repair the Common Area, and the maintenance and repair of such private streets, utility lines, pipes, wires, conduits, and systems which are a part of the Common Area.

At the time of execution of this Declaration, the Common Area for which the Master Association is responsible includes the private streets, park, and utilities within Dominion Park. As additional property owners associations become members of the Master Association and transfer title to real and personal property within their subdivision to the Master Association pursuant to Section 3 of Article III, the Master Association shall become responsible for the maintenance and repair of the additional Common Area; provided, however, that the requirements set forth in Section 4 of Article III are met to the satisfaction of the Board of Directors of the Master Association. The Master Association shall also be responsible for payment of ad valorem taxes and public assessments, if any, which are levied against the Common Area.

Section 2. Master Association Easement. The Master Association shall have a perpetual easement and right of entry upon

each Lot to the extent reasonably necessary to perform the maintenance required of it by this Article. Such maintenance shall be done expeditiously in order to restore the Lot to as nearly the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Article VI
Assessments

Section 1. Creation of Assessments. There is hereby created an annual General Assessment for operating expenses and Special Assessments for capital improvements and other expenses of the Master Association as may be authorized by the Master Association. The Master Association Board of Directors shall annually prepare an operating budget and a capital budget, provided, however, the Board of Directors may not, without the vote or written assent of a majority of the voting power of the Master Association pursuant to Article II, Section 2, impose a general assessment per Member Association which is more than ten (10%) percent greater than the general assessment for the immediately preceding fiscal year.

Each Member Association shall be responsible for paying its pro rata share of the annual General Assessment and Special Assessments, as determined by the ratio of dwelling units within the Member Association to the total number of dwelling units within the Master Association. For the purpose of determining the number of dwelling units, each individual apartment, condominium, and duplex unit, as well as each individual homesite, shall constitute a dwelling unit.

Once the amount of the annual General Assessment and Special Assessments have been allocated to a Member Association, such Member Association shall allocate its portion of the annual General Assessment and Special Assessments on a pro rata basis, as determined by the Member Association in its sole discretion, among all of the Owners in a subdivision where the property owners association is a Member of the Master Association. For example, a Member Association may, in accordance with its declaration, allocate a larger pro rata share of the annual General Assessment and Special Assessments to an Owner who has built an apartment complex or duplex unit upon his property than upon an Owner who has built a single family residence upon his property. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay the annual General Assessment and Special Assessments as hereinafter set forth in this Article. The decision of the Board of Directors of a Member Association to allocate the annual General Assessment and Special Assessments on a pro rata basis and the amounts of such allocations shall be binding on all Owners in a subdivision where the property owners association is a Member of the Master Association.

Section 2. Purpose of Annual General Assessment. The annual General Assessment provided for herein shall be used for the general purposes of meeting the operating expenses of the Master Association, including but not limited to the normal maintenance of and repairs to the Common Area.

Section 3. Collection of Annual General Assessment. The annual General Assessment shall be collected from the Owners by each Member Association along with the other annual assessments of the Member Association. The Master Association shall not be responsible for collecting any annual General Assessment. The portion of the annual assessment collected by a Member Association which comprises the annual General Assessment to be allocated to the Master Association shall be deposited in an interest bearing account as selected by the Master Association separate from the funds allocated to the Member Association assessments and shall be paid to the Master Association upon demand. All of the annual General Assessment, together with interest not to exceed the maximum contract rate allowed by law (but in no event greater than ten percent), late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a lien upon the Lot against which each annual General Assessment is made in favor of the Master Association. Such lien shall be superior to all other liens and encumbrances on such Lot, including liens in favor of a Member Association for unpaid assessments, except for (1) liens of ad valorem taxes; or (2) liens for all sums unpaid on prior mortgages to institutional lenders or on any mortgage to Declarant duly recorded in the Register of Deeds Office, Wake County, North Carolina.

Each annual General Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the annual General Assessment arose.

Unless the Board of Directors otherwise provides, the General Assessments shall be paid in monthly installments due on the first day of each month. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Member Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate (in no event greater than 10%), on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Member Association shall institute suit to collect such amounts and to

foreclose or enforce its lien as provided in Section 5 of this Article.

Section 4. Special Assessments.

(a) In addition to the annual General Assessment authorized in Section 1 of this Article, the Master Association may establish a Special Assessment in equal amounts upon all Member Associations, for the purpose of defraying the cost of construction of additional common area, maintenance or repair of the Common Area not covered by the annual General Assessment, replacement of the Common Area or any unforeseen expenses incurred by the Master Association. A majority of the Board of Directors must approve the establishment of a Special Assessment by the Master Association.

(b) The Member Associations shall collect any Special Assessments from the Owners within their subdivision in the same manner the Member Associations collect the annual General Assessment.

(c) All Special Assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be secured by a lien upon the Lot against which each Special Assessment is made in favor of the Master Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (1) liens of ad valorem taxes; or (2) liens for all sums unpaid on prior mortgages to institutional lenders or on any mortgage to Declarant duly recorded in the Register of Deeds office, Wake County, North Carolina.

Each Special Assessment, together with interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the Special Assessment arose.

Section 5. Proceedings to Collect Assessments. On behalf of the Master Association, and acting as its agent, a Member Association shall demand payment from any Owner whose assessment is past due, bring an action at law for the unpaid annual General Assessment or Special Assessments against any Owner and enforce any judgment obtained, foreclose the lien against the Owner's Lot and exercise any other collection methods available under North Carolina law. That portion of any judgment executed upon, or that portion of the proceeds of any foreclosure sale, or that portion collected through any other method representing the funds due to the Master Association for the annual General Assessment or Special Assessments, shall be placed in an interest bearing account, as selected by the Master Association, separate from the funds representing the individual Member Association's assessments. In the event any Member Association fails to bring an action at law, foreclose upon a lien or institute any other available collection method on behalf of the Master Association within a reasonable time

after the annual General Assessment or Special Assessments become past due as to any Owner, the Master Association shall have the right to institute an action against such Member Association seeking a court ordered mandatory injunction directing the Member Association to institute collection proceedings against a delinquent Owner. In addition, the Master Association shall have the exclusive right to bring an action itself, foreclose upon a lien directly or institute any other available collection method, without regard to the Member Association's inaction. In the event the Master Association elects to collect assessments through any procedure provided for herein, all Member Associations shall cooperate with the Master Association in all respects. In bringing any actions at law, foreclosing upon any liens or exercising any other available collection method, the Master Association shall have the power and authority to act in the name of any of the Member Associations, and the Member Associations shall execute any necessary agreement giving to the Master Association the rights set forth in this Section.

No Owner may waive or otherwise escape liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

The expenses incurred by any Member Association or the Master Association in collecting the annual General Assessment or Special Assessments by one of the methods provided for in this section shall be the responsibility of the Owner of the Lot liable for the unpaid assessment.

Section 6. Certificate of Payment. Upon receipt of payment of the annual General Assessment and any Special Assessment from and Owner, the Member Association collecting such assessment shall issue a certificate verifying that the annual General Assessment, and Special Assessment, if any, on the Owner's Lot has been duly paid.

Section 7. Assessments Upon Declarant. After the commencement of the annual General Assessment payments as to any Owner, Declarant covenants and agrees to pay to each Member Association collecting the annual General Assessment, the full amount of the annual General Assessment for each Lot Declarant owns on which there is located a home, condominium, apartment, or other similar improvement for which a certificate of occupancy has been issued; notwithstanding anything contained herein to the contrary, the Declarant shall be required to pay only 25% of the annual assessment for other Lots upon which assessments are due.

ARTICLE VII
INSURANCE

Section 1. Insurance. The Master Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance 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 Master Association's Board of Directors shall also obtain a public liability policy covering the Common Area and the Master Association for all damage or injury caused by the negligence of the Master Association, any Member Associations, or any Lot Owner, or his or her agent, of a Member Association. The public liability policy shall have at least a Five Hundred Thousand (\$500,000) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000) Dollar limit per occurrence, and a Two Hundred Fifty Thousand (\$250,000) Dollar minimum property damage limit. A policy in the name of the Master Association and member associations as their interests may appear, may combine coverage in the amounts set forth above. Premiums for all insurance on the Common Area shall be a common expense of the Master Association and shall be collected as an annual General Assessment. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in North Carolina and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Master Association shall be vested in the Master Association's Board of Directors.

(c) In no event shall the insurance coverage obtained and maintained by the Master Association's Board of Directors hereunder be brought into contribution with insurance purchased by Member Associations, individual Owners, occupants, or their mortgagees.

(d) The Master Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Master Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, an guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude Member Associations and individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Master Association.

The Master Association's Board of Directors shall also obtain, as a common expense of the Master Association, worker's compensation insurance, if and to the extent necessary, and officers and directors liability insurance in such amounts as the Master Association deems appropriate, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Master Association's funds. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgment, but may not be less than one-fourth the annual General Assessment, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Master Association.

In addition to the other insurance required by this Section, the Master Association shall obtain any other type of insurance in such amount and at such time as the Master Association deems appropriate.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies owned by the Master Association shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or construction to the Common Area or, in the event no repair or reconstruction is made, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) of this Article VI.

Section 3. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Master Association's Board of Directors shall use general funds or seek a Special Assessment as permitted in Article V, Section 4.

ARTICLE VIII NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors of the Master Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE IX CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Master Association's Board of Directors acting on the written direction of all owners) by any authority having the power of condemnation or eminent domain the award made for such taking shall be payable to the Master Association to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking sixty-six and two-thirds percent (66 2/3%) of votes entitled to be cast shall otherwise agree, the Master Association shall restore or replace such improvements so taken on

the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Master Association's Board of Directors. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be held by the Master Association and used for such purposes as the Master Association's Board of Directors of the Association shall determine.

ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation of Additional Land. Subject to the consent of the owner thereof, upon the written consent or affirmative vote of a majority of the votes entitled to be cast at a meeting duly called for such purpose, the Master Association may annex real property to the provisions of this Declaration and the jurisdiction of the Master Association by filing of record in the Official Records of the County of Wake, North Carolina, a Declaration of Annexation in respect to the properties being annexed.

Any such Declaration of Annexation shall be signed by the President and the Secretary of the Master Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing in the Wake County Registry unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Member Associations, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the Bylaws of the Master Association for regular or special meetings, as the case may be.

The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and no action or consent on the part of any other person or entity shall be necessary to accomplish the annexation except the City of Raleigh if required by its ordinances.

Section 2. Additional Requirements for Annexation. In addition to the above requirements required by this Article, additional lands which have not been approved by the City of Raleigh for inclusion in the Property may be annexed only if they are contiguous to the Property, contain at least five (5) acres, and are not in conflict with the legal documents for the Property.

ARTICLE XI
RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

Section 1. Services. The Master Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Master Association shall determine to be necessary or desirable for the proper operation of the portions of the Property subject to this Declaration whether such personnel are furnished or employed directly by the Master Association or by any person or entity with whom or with which it contracts. The Master Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the portions of the Property subject to this Declaration or the enforcement of this Declaration.

Section 2. Personal Property and Real Property for Common Use. The Master Association, through action of its Board of Directors, may acquire and hold, tangible and intangible personal property and real property and dispose of personal property and real property, provided, however, that the Master Association disposes of real property in accordance with the provisions of the Raleigh City Code. The Master Association's Board of Directors, acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests located within the Property conveyed to it by the Declarant, a developer of a subdivision within the Property, a Member Association, or as part of annexations approved in accordance with Article X; provided, however, that the real or personal property, leasehold, or other property interest being conveyed to the Master Association shall be in compliance with these covenants.

Section 3. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 4. Right of Entry. The Master Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter into Lots, homes, condominiums, or other dwellings belonging to Owners who are members of a Member Association for emergency, security, or safety purposes, which right may be exercised by the Master Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot, home, condominium or other dwelling.

Section 5. Private Street Maintenance. The Master Association shall be responsible for maintaining all private streets and assuring that fire, police and other public services shall have access to the Property. Neither the State of North Carolina nor the City of Raleigh shall be responsible for maintaining any private streets upon the Property, nor shall the City of Raleigh be responsible for failure to provide fire, police, or other public services when such failure is due to lack of access to the Property due to inadequate design or construction, blocking of access routes, inadequate maintenance, or any other factor within the control of the Master Association or a developer of a subdivision upon the Undeveloped Property.

In addition, the Master Association shall be responsible for establishing speed limits and maintaining uninterrupted traffic flow along the private streets within the Property. The Master Association shall bear all expenses in connection with erecting "no parking" signs, installing street lights, or towing vehicles in order to maintain an uninterrupted traffic flow.

ARTICLE XII
SPECIAL FHLMC PROVISION

So long as required by The Federal Home Loan Mortgage Corporation, the following provisions shall apply. Unless two-thirds (2/3) of the votes entitled to vote shall affirm, the Master Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer);
- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;
- (c) fail to maintain fire and extended coverage insurance, as required by this Declaration; or
- (d) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Property.

The provisions of this Article shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and first mortgagees making such payments, shall be entitled to immediate reimbursement from the Master Association.

It is Declarant's intention that the development qualify for the possible sale of mortgages encumbering Lots to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation. The requirements contained in this Section are to effectuate that purpose. Should either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, this Section shall automatically be amended to reflect such changes.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Master Association or any Owner, shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, reservations now or hereinafter imposed by the provisions of this Declaration or the Bylaws and rules and regulations of the Master Association. Failure by the Master Association, any Member Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration. The covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from January 9, 1987, the date on which the Declaration of Covenants, Conditions and Restrictions for Dominion Park was recorded, at which time it shall be automatically extended for an unlimited number of successive periods of ten years each, unless an instrument in writing, signed by 66 2/3% of the then Members, has been recorded in the Wake County Registry within the year preceding the beginning of the successive period of ten years, agreeing to change said covenants in whole or in part, or to terminate the same.

Section 3. Easements for Utilities. There is hereby reserved to the Master Association blanket easements upon, across, above, and under the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, as well as

storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Master Association might decide to have installed to serve the Property. It shall be expressly permissible for the Master Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Master Association's Board of Directors shall have the right to grant such easement.

The Declarant reserves the right to subject the Property to a contract with any utility company for the installation of utility lines, light and other utility poles, etc., which may require an initial payment and/or a continuing monthly payment to said company by each Lot Owner.

The Declarant reserves the right to subject the Property to a contract with the appropriate telephone company for the installation of underground telephone cables which may require an initial and/or continuing monthly payment to said telephone company from each Lot Owner within said Property.

There is hereby reserved to governmental agents an easement over the Property for garbage collection, setting and reading meters and mail delivery.

Section 4. Greenway - City of Raleigh Approval.
Notwithstanding any other provisions of this Declaration, the Master Association, Member Associations, Owners, Tenants of Owners, guests or invitees, or families of Owners shall not, within any portion of the Common Area which is greenway area dedicated to the City of Raleigh, without the prior written consent of the City of Raleigh:

- (a) Grant easements of any nature whatsoever;
- (b) Remove any trees or vegetation;
- (c) Erect gates, fences or other structures;
- (d) Place any garbage receptacles;
- (e) Fill or excavate;

(f) Plant vegetation or otherwise restrict or interfere with the use, maintenance and preservation of said greenway in its natural state, including without limitation, recreational pursuits such as walking, bicycling and other similar activities by the general public.

It is understood and agreed that within any greenway area, the City of Raleigh may erect trails, trail markers, place litter receptacles, and other convenience facilities and adopt and amend regulations concerning the use of the greenway (including without limitation hours of operation), which shall be equally applicable to the general public and the Owners. The Master Association and Lot Owners may adopt such other regulations governing the use of the greenway, not inconsistent with those adopted by the City and may enter into such agreements with the City of Raleigh as is deemed appropriate to insure the maintenance and upkeep of the greenway in its natural state, free of litter and unsightly debris.

Section 5. Additional Protective Covenants. Notwithstanding anything to the contrary, Declarant shall have the right to establish from time to time additional appropriate protective covenants for the Property, or any portions thereof.

Section 6. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 7. Captions. The captions of each article and section hereof, as to the contents of each article and section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular article or section to which they refer.

Section 8. Amendment. This Declaration may be amended only by the affirmative vote of 66 2/3 percent of the votes entitled to be cast. Any amendment must be recorded in the Register of Deeds office of Wake County, North Carolina. No amendment shall be effective unless approved by the Raleigh City Attorney.

Section 9. Certification of Amendment. If any amendment to these covenants, conditions and restrictions is executed pursuant to Section 8 above, each such amendment shall be delivered to the Board of Directors of the Master Association. Thereupon, the Board of Directors shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed and approved by the required percentage of votes entitled to vote on the amendment.

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

CERTIFICATION OF VALIDITY OF AMENDMENTS TO DOMINION PARK MASTER PROPERTY OWNERS ASSOCIATION, INC. COVENANTS, CONDITIONS AND RESTRICTIONS.

By authority of its Board of Directors, Dominion Park Master Properties Association, Inc., hereby certifies that the foregoing instrument has been duly approved by the required Member Associations, and is therefore, a valid amendment to the existing covenants, conditions, restrictions of Dominion Park Master Property owners Association, Inc.

DOMINION PARK MASTER PROPERTY OWNER'S
ASSOCIATION, INC.

By: _____
_____ President

ATTEST:

Secretary

Section 10. Indemnification. The Master Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors of the Master Association) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors (except to the extent that such officers and directors are members of the Master Association) shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such officers or directors may also be Member Associations), and the Master Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Master Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 11. DPHA Is Party to Declaration. DPHA is a party to this Declaration for the purpose of consenting thereto and making itself subject to the terms of this Declaration.

Section 12. Saving Clause. In the event any provisions of this Declaration relative to the annual General Assessment or Special Assessments or to the maintenance of the Common Area is determined to be unenforceable for any reason whatsoever, DPHA shall be responsible for imposing and collecting the annual General

Assessment and Special Assessments and maintaining the Common Area pursuant to the terms of the "Existing Declaration".

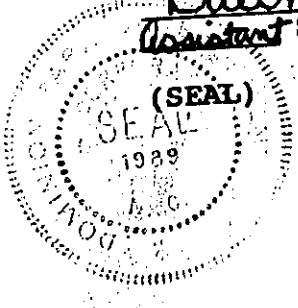
Section 13. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

DOMINION PARK DEVELOPMENT, INC.

By: [Signature]
President

ATTEST:

Dawn H. Redman
Assistant Secretary

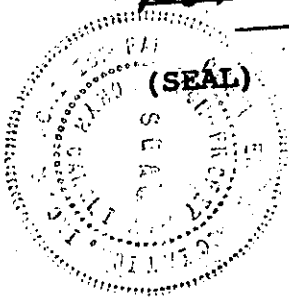


DOMINION PARK ~~DEVELOPMENT~~ HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary



NORTH CAROLINA

Nash
WAKE COUNTY

I, Beverly J. O'Berry, Notary Public, do hereby certify that Dawn H. Redman personally came before me this day and acknowledged that he/she is (Asst.) Secretary of Dominion Park Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Sr. (Vice) President, sealed with its corporate seal, and attested by him/herself as its (Asst.) Secretary.

Witness my hand and notarial seal, this the 2nd day of October, 1990.

BEVERLY F. O'BERRY
NOTARY PUBLIC
NASH COUNTY, NC

Beverly J. O'Berry
Notary Public

My Commission Expires: 12-7-91

NORTH CAROLINA

Nash COUNTY

I, Beverly J. O'Berry, Notary Public, do hereby certify that Richard A. Russ personally came before me this day and acknowledged that he/she is ~~(Asst.)~~ Secretary of Dominion Park Homeowners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by him/herself as its ~~(Asst.)~~ Secretary.

Witness my hand and notarial seal, this the 2nd day of October, 1990.

BEVERLY F. O'BERRY
NOTARY PUBLIC
NASH COUNTY, NC

Beverly J. O'Berry
Notary Public

My Commission Expires: 12-7-91

N:080069/00022/bjh00105.mdc

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of _____

Beverly J. O'Berry _____
Notar(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Jane B. Johnson
Asst./Deputy Register of Deeds

EXHIBIT A

Being all of the following:

Parcel 1:

- a. Tract I, consisting of 13.26 acres and captioned "Permanent Common Open Space";
- b. Tract II, consisting of 1.04 acres and captioned "Permanent Common Open Space";
- c. The two hundred eighty six single family house lots, consisting of Blocks A, B, C, D, E, F, G, H, and J (74.54 acres);
- d. Street rights of way (19.94 acres).

All as shown on the map entitled "Dominion Park Phase I" by Glenn D. Ward & Associates dated November 10, 1986, and recorded in six pages in Book of Maps 1987, Page 3 through 8 of the Wake County Registry.

Parcel 2:

All of lots 6 through 9, Block S, Phase I, as shown on a map entitled "Dominion Park, Phase I, Block S (Lots 6-9)" by Glenn D. Ward & Associates dated June 30, 1987 and recorded in Book of Maps 1987, Page 1913 of the Wake County Registry.

EXHIBIT B

BEING all of the following:

- a. Tract III, consisting of 10.74 acres and captioned "Future Development";
- b. Tract IV, consisting of 103.82 acres and captioned "Non Permanent Common Open Space-Future Development";
- c. Tract V, consisting of 20.22 acres and captioned "Future Northern Wake Expressway";
- d. Tract VI, consisting of 39.39 acres and captioned "Non Permanent Common Open Space-Future Development";

All as shown on the map and entitled "Dominion Park Phase I" by Glenn D. Ward & Associates dated November 10, 1986 and December 3, 1986 and recorded in seven pages in Book of Maps 1997, Pages 3 through 9 of the Wake County Registry.

BK6490730288

Drawn by & HOLD FOR:
Perry, Patrick, Farmer & Michaux (nc)

000265

PRESENTED
FOR
REGISTRATION

95 APR -5 PM 2:49

STATE OF NORTH CAROLINA
WAKE COUNTY

DECLARATION OF ANNEXATION
DOMINION PARK MASTER PROPERTY
OWNERS ASSOCIATION, INC.
(Dominion Park, Phase 4)

THIS DECLARATION OF ANNEXATION, made as of the 21st day of March, 1995, by the DOMINION PARK MASTER PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (hereinafter the "Master Association"), ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter "Rhein"), and consented to by SOUTHLAND ASSOCIATES, INC., a North Carolina corporation (hereinafter the "Trustee"), and CENTRAL CAROLINA BANK TRUST COMPANY (hereinafter the "Bank");

W I T N E S S E T H:

WHEREAS, Rhein is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of Tract IV on Exhibit B to the Amended And Restated Declaration Of Covenants, Conditions And Restrictions Establishing A Master Association, recorded in Book 5027, Page 866, Wake County Registry (hereinafter the "Master Declaration");

WHEREAS, pursuant to Article X of the Master Declaration, Rhein and the Master Association desire to annex the Property into the Master Association and to subject the Property to the Master Declaration;

WHEREAS, all requirements of Article X of the Master Declaration for annexation of the Property have been satisfied;

WHEREAS, the Bank is the beneficiary and the Trustee is the trustee on that certain Deed of Trust recorded in Book 5683, Page 302, Wake County Public Registry, which Deed of Trust is an encumbrance upon the Property; and

WHEREAS, the Bank and the Trustee desire to execute this Declaration of Annexation to exhibit their consent to the annexation of the Property;

NOW, THEREFORE, in consideration of the premises, Rhein and the Master Association hereby declare that the following property shall be and hereby is annexed into the property covered by the Master Declaration and shall be and hereby is made subject to the Master Declaration, and, by execution of this instrument, the Bank and the Trustee each evidence its consent to such annexation:

DK6490730289

SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE

The Property shall henceforth be designated as annexed into the Dominion Park Master Homeowners Association, Inc., and shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Master Declaration, the provisions of which are herein specifically incorporated by reference, and which shall run with the real property and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Certain Lots and Common Areas within the property being annexed hereby will contain areas designated as Special Highway Overlay Districts ("SHOD"). Uses of property within a SHOD are regulated by the City of Raleigh so that, among other things, the construction of buildings, vehicle surface areas, and loading areas are prohibited within the SHOD area, and the SHOD area is to be planted and maintained as required by the City. Destruction, injury or removal of City-required landscaping within a SHOD area is a violation of the Raleigh City Code, punishable by fines and imprisonment.

IN WITNESS WHEREOF, each of the undersigned has caused this Declaration Of Annexation to be executed and sealed in its corporate name by its duly authorized officers, the day and year first above written.

DOMINION PARK MASTER PROPERTY
OWNERS ASSOCIATION, INC.
a North Carolina non-profit corporation

By: [Signature]
President

ATTEST:

[Signature]
Secretary

(Corporate Seal)

ROBERT C. RHEIN INTERESTS, INC.
a North Carolina corporation

By: [Signature]
Richard M. Westmoreland, Jr.
Vice President

ATTEST:

[Signature]
Assistant Secretary

(Corporate Seal)

8K649080290

SOUTHLAND ASSOCIATES, INC.,
a North Carolina corporation

By: *Amey Huff*
Vice President

(Corporate Seal)

ATTEST:

Bettie S. Garner
Assistant Secretary

CENTRAL CAROLINA BANK AND TRUST COMPANY

(Corporate Seal)

By: *James H. Smith*
1st Vice President

ATTEST:

Phyllis C. Kinn
Asst. Secretary

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I, *Betty A. Simonson*, a Notary Public for the County and State aforesaid, certify that *J. William Murr* personally came before me this day and acknowledged that he/~~she~~ is Secretary of DOMINION PARK MASTER PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/~~her~~ as its Secretary.

WITNESS my hand and official seal, this the *23rd* day of March, 1995.

Betty A. Simonson
Notary Public

My commission expires: *1/27/96*

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for the County and State aforesaid, certify that Richard M. Westmoreland, Jr., personally came before me this day and acknowledged that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its Vice President, sealed with its corporate seal and attested by Richard W. Moore as its Assistant Secretary.

WITNESS my hand and official seal, this the *20th* day of March, 1995.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public

My commission expires: *2/17/97*

OK6490PG0291

STATE OF NORTH CAROLINA -- COUNTY OF Wake :

I, M.A. Siebigteroth, a Notary Public for the County and State aforesaid, certify that Bettie S. Garner personally came before me this day and acknowledged that ~~he~~/she is Assistant Secretary of SOUTHLAND ASSOCIATES, INC., a North Carolina corporation, and that, by authority duly given and as the act and deed of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by ~~him~~/her as its Assistant Secretary.

WITNESS my hand and official seal, this the 21ST day of March, 1995.

M.A. Siebigteroth
Notary Public
My commission expires: 3-24-99

STATE OF NORTH CAROLINA -- COUNTY OF Wake :

I, M.A. Siebigteroth, a Notary Public for the County and State aforesaid, certify that Phyllis C. Keith personally came before me this day and acknowledged that ~~he~~/she is Asst. Secretary of CENTRAL CAROLINA BANK AND TRUST COMPANY, and that, by authority duly given and as the act and deed of the corporation, the foregoing instrument was signed in its name by its First Vice President, sealed with its corporate seal and attested by ~~him~~/her as its Assistant Secretary.

WITNESS my hand and official seal, this the 21ST day of March, 1995.

M.A. Siebigteroth
Notary Public
My commission expires: 3-24-99

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificates of M.A. Siebigteroth Notaries Public, are certified to be correct. This instrument and these certificates are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By: William E. Nelson
Asst./Deputy Register of Deeds

8K6490PG0292

EXHIBIT A

BEGINNING at an iron pipe found, being a corner of Lot 155, Dominion Park Subdivision, Phase Three, as shown on the plat recorded at Book of Maps 1994, Page 596, Wake County Registry (hereinafter "WCR"), and running thence South 02° 53' 13" East 400.50 feet to a point; thence South 00° 19' 23" East 88.09 feet to an iron pipe found; thence South 05° 36' 06" West 88.36 feet to an iron pipe found; thence South 11° 27' 59" West 88.34 feet to an iron pipe found; thence South 17° 19' 06" West 88.37 feet to an iron pipe found; thence South 23° 15' 33" West 88.33 feet to an iron pipe found; thence South 28° 47' 51" West 86.33 feet to an iron pipe found; thence South 30° 13' 37" West 80.56 feet to an iron pipe found; thence South 26° 18' 26" West 54.69 feet to an iron pipe found; thence North 64° 28' 35" East 62.90 feet to an iron pipe found; thence North 89° 03' 48" East 80.26 feet to an iron pipe found; thence North 01° 05' 04" West 49.57 feet to an iron pipe set; thence North 84° 22' 52" East 432.33 feet to an iron pipe set; thence South 16° 08' 54" East 49.69 feet to an iron pipe set; thence North 73° 51' 06" East 83.06 feet to an iron pipe set; thence North 70° 33' 21" East 25.93 feet to a point; thence North 68° 04' 03" East 110.20 feet to an iron pipe set; thence North 71° 32' 24" East 20.00 feet to a point in the western right of way line of Dominion Boulevard; running thence along the western right of way line of Dominion Boulevard South 18° 27' 36" East 276.83 feet to a point; thence along a curve to the right having a radius of 970.00 feet (Chord bearing South 16° 31' 49" East; chord distance 65.33 feet) an arc distance of 65.34 feet to an iron pipe set, being the southeast corner of the property herein conveyed; running thence South 73° 47' 51" West 29.22 feet to an iron pipe set in the northern right of way line of the Northern Wake Expressway (Book 6044, Page 583, WCR, and Book 6044, Page 585, WCR); running thence along said right of way line of the Northern Wake Expressway the following bearings and distances: thence South 84° 57' 29" West 311.37 feet to an iron pipe set; thence along a curve to the right having a radius of 3644.72 feet (chord bearing North 85° 14' 58" West; chord distance 963.32) an arc distance of 966.14 feet to an iron pipe set; thence North 74° 38' 27" West 586.24 feet to an iron pipe set; thence North 73° 09' 18" West 419.67 feet to an iron pipe set; thence North 66° 58' 01" West 242.80 feet to an iron pipe set; thence North 63° 24' 19" West 160.84 feet to a point, being the southwest corner of the property herein conveyed; thence North 28° 34' 42" East 1286.60 feet to an iron pipe found, being the northwest corner of the property herein conveyed and the southwest corner of Lot 149, Dominion Park Subdivision, Phase Three, as shown on the plat recorded at Book of Maps 1994, Page 595, WCR; thence South 80° 03' 09" East 221.06 feet to a point; thence along a curve to the right having a radius of 719.03 feet (chord bearing North 10° 18' 48" East; chord distance 9.19 feet) an arc distance of 9.19 feet; thence South 79° 19' 15" East 142.00 feet to an iron pipe found; thence North 43° 43' 16" East 66.42 feet to an iron pipe found; thence South 71° 20' 13" East 285.66 feet to an iron pipe found; thence North 18° 39' 47" East 3.00 feet to an iron pipe found; thence South 71° 20' 13" East 155.00 feet to an iron pipe found; thence South 67° 42' 26" East 81.41 feet to an iron pipe found; thence South 53° 15' 59" East 195.00 feet to an iron pipe found; thence South 36° 44' 01" West 8.00 feet to an iron pipe found; thence South 53° 15' 59" East 180.00 feet to an iron pipe found; thence North 36° 44' 01" East 38.22 feet to an iron pipe found; thence South 53° 15' 59" East 76.20 feet to the point and place of BEGINNING, being shown as "Future Dominion Park Phase IV", containing approximately 55.57 acres, on the survey entitled "BOUNDARY SURVEY FOR ROBERT C. RHBIN INTEREST (sic), INC.", performed by Priest, Craven & Associates, Inc., dated September, 1994.

BK6490760293

Drawn by and HOLD FOR:
PERRY, PATRICK, FARMER & MICHAEL, P.A. (nc)

PRESENTED
FOR
REGISTRATION

95 APR -5 PM 2:43

STATE OF NORTH CAROLINA

COUNTY OF WAKE

KENNEBEC COUNTY
REGISTERED
DECLARATION OF ANNEXATION
GLEN ARBOR AT DOMINION PARK
HOMEOWNERS ASSOCIATION, INC.
(Dominion Park, Phase 4)

This Declaration Of Annexation is made this 21st day of March, 1995, by RHEIN NALBIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership (hereinafter "Declarant"), and ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter "Rhein"), and consented to by SOUTHLAND ASSOCIATES, INC., a North Carolina corporation (hereinafter the "Trustee") and CENTRAL CAROLINA BANK AND TRUST COMPANY, a North Carolina banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded that certain Declaration Of Covenants, Conditions And Restrictions For The Glen Arbor At Dominion Park Homeowners Association, Inc., in Book 6049, Page 678, WAKE County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarant and Rhein desire to annex additional property within the area described in said Section 2 and to subject such property to the Declaration and to the jurisdiction of the Glen Arbor At Dominion Park Homeowners Association, Inc.;

WHEREAS, Rhein is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

WHEREAS, the Bank is the beneficiary and the Trustee is the trustee on that certain Deed of Trust recorded in Book 6277, Page 773, Wake County Registry, which Deed of Trust is an encumbrance upon the Property; and

WHEREAS, the Bank and the Trustee desire to execute this Declaration of Annexation to exhibit their consent to the annexation of the Property;

NOW, THEREFORE, in consideration of the premises, Declarant and Rhein hereby declare that the property identified and described on Exhibit A attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Glen Arbor At Dominion Park Homeowners Association, Inc.

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Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Certain Lots and Common Areas within the property being annexed hereby will contain areas designated as Special Highway Overlay Districts ("SHOD"). Uses of property within a SHOD are regulated by the City of Raleigh so that, among other things, the construction of buildings, vehicle surface areas, and loading areas are prohibited within the SHOD area, and the SHOD area is to be planted and maintained as required by the City. Destruction, injury or removal of City-required landscaping within a SHOD area is a violation of the Raleigh City Code, punishable by fines and imprisonment.

IN WITNESS WHEREOF, each of the undersigned has caused this Declaration of Annexation to be executed and sealed in its corporate name by its duly authorized officers, the day and year first above written.

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By: Robert C. Rhein Interests, Inc.,
General Partner

By: Richard M. Westmoreland, Jr.
Richard M. Westmoreland, Jr.
Vice President

(Corporate Seal)

ATTEST:

Richard W. Moore
Assistant Secretary

ROBERT C. RHEIN INTERESTS, INC.,
a North Carolina corporation

By: Richard M. Westmoreland, Jr.
Richard M. Westmoreland, Jr.
Vice President

(Corporate Seal)

ATTEST:

Richard W. Moore
Assistant Secretary

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SOUTHLAND ASSOCIATES, INC., (Corporate Seal)
a North Carolina corporation

By: *Amey H. H.*
Vice President

ATTEST:

Dottie D. Turner
Asst Secretary

CENTRAL CAROLINA BANK AND TRUST COMPANY,
a North Carolina corporation

By: *James H. Brackman*
Pres President

Corporate Seal)

ATTEST:

Phyllis E. Keel
Asst Secretary

STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally came before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, that said written instrument was signed and sealed by him and attested by RICHARD W. MOORE as its Assistant Secretary in behalf of the corporation as a General Partner of the Limited Partnership by authority duly given. And the said Vice President acknowledged the written instrument to be the act of the corporation and the partnership.

WITNESS my hand and official seal, this the 20th day of March, 1995.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public
My commission expires: 2/17/97

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STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, Tamela B. Gilmore, a Notary Public for the County and State aforesaid, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, that said written instrument was signed and sealed by him and attested by RICHARD W. MOORE as its Assistant Secretary in behalf of the corporation by its authority duly given. And the said Vice President acknowledged the written instrument to be the act of the corporation.

WITNESS my hand and official seal, this the 20th day of March, 1995.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public
My commission expires: 2/17/97

STATE OF NORTH CAROLINA -- COUNTY OF Wake

I, M.A. Siebigleroth, a Notary Public for the County and State aforesaid, certify that Bettie S. Garner personally came before me this day and acknowledged that ~~he~~/she is Assistant Secretary of SOUTHLAND ASSOCIATES, INC., a North Carolina corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by ~~its~~ Vice President, sealed with its corporate seal, and attested by ~~her~~/her as its Assistant Secretary.

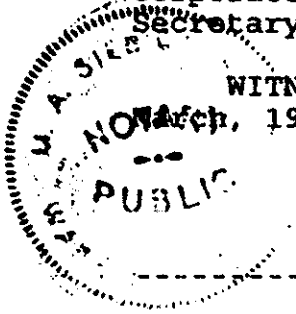
WITNESS my hand and official seal, this the 20th day of March, 1995.

M.A. Siebigleroth
Notary Public
My commission expires: 3-24-99

DK 6490760297

STATE OF NORTH CAROLINA -- COUNTY OF Wake

I, M.A. Siebigheroth, a Notary Public for the County and State aforesaid, certify that Phyllis C. Keith personally came before me this day and acknowledged that ~~he~~/she is Assistant Secretary of CENTRAL CAROLINA BANK AND TRUST COMPANY, a North Carolina banking corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its First Vice President, sealed with its corporate seal, and attested by ~~him/her~~ as its Assistant Secretary.



WITNESS my hand and official seal, this the 20th day of March, 1995.

M.A. Siebigheroth
Notary Public
My commission expires: 3-24-99

STATE OF NORTH CAROLINA -- WAKE COUNTY;

The foregoing certificates of M.A. Siebigheroth, Notaries Public, are certified to be correct. This instrument and these certificates are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS
Register of Deeds

By: Rebecca E. Nelson
Asst./Deputy Register of Deeds

EXHIBIT A

BEGINNING at an iron pipe found, being a corner of Lot 155, Dominion Park Subdivision, Phase Three, as shown on the plat recorded at Book of Maps 1994, Page 596, Wake County Registry (hereinafter "WCR"), and running thence South 02° 53' 13" East 400.50 feet to a point; thence South 00° 19' 23" East 88.09 feet to an iron pipe found; thence South 05° 36' 06" West 88.36 feet to an iron pipe found; thence South 11° 27' 59" West 88.34 feet to an iron pipe found; thence South 17° 19' 06" West 88.37 feet to an iron pipe found; thence South 23° 15' 33" West 88.33 feet to an iron pipe found; thence South 28° 47' 51" West 86.33 feet to an iron pipe found; thence South 30° 13' 37" West 80.56 feet to an iron pipe found; thence South 26° 18' 26" West 54.69 feet to an iron pipe found; thence North 64° 28' 35" East 62.90 feet to an iron pipe found; thence North 89° 03' 48" East 80.26 feet to an iron pipe found; thence North 01° 05' 04" West 49.57 feet to an iron pipe set; thence North 84° 22' 52" East 432.33 feet to an iron pipe set; thence South 16° 08' 54" East 49.69 feet to an iron pipe set; thence North 73° 51' 06" East 83.06 feet to an iron pipe set; thence North 70° 33' 21" East 25.93 feet to a point; thence North 68° 04' 03" East 110.20 feet to an iron pipe set; thence North 71° 32' 24" East 20.00 feet to a point in the western right of way line of Dominion Boulevard; running thence along the western right of way line of Dominion Boulevard South 18° 27' 36" East 276.83 feet to a point; thence along a curve to the right having a radius of 970.00 feet (Chord bearing South 16° 31' 49" East; chord distance 65.33 feet) an arc distance of 65.34 feet to an iron pipe set, being the southeast corner of the property herein conveyed; running thence South 73° 47' 51" West 29.22 feet to an iron pipe set in the northern right of way line of the Northern Wake Expressway (Book 6044, Page 583, WCR, and Book 6044, Page 585, WCR); running thence along said right of way line of the Northern Wake Expressway the following bearings and distances: thence South 84° 57' 09" West 311.37 feet to an iron pipe set; thence along a curve to the right having a radius of 3644.72 feet (chord bearing North 85° 14' 58" West; chord distance 963.32) an arc distance of 966.14 feet to an iron pipe set; thence North 74° 38' 27" West 586.24 feet to an iron pipe set; thence North 73° 09' 18" West 419.67 feet to an iron pipe set; thence North 66° 58' 01" West 242.80 feet to an iron pipe set; thence North 63° 24' 19" West 160.84 feet to a point, being the southwest corner of the property herein conveyed; thence North 28° 34' 42" East 1286.60 feet to an iron pipe found, being the northwest corner of the property herein conveyed and the southwest corner of Lot 149, Dominion Park Subdivision, Phase Three, as shown on the plat recorded at Book of Maps 1994, Page 595, WCR; thence South 80° 03' 09" East 221.06 feet to a point; thence along a curve to the right having a radius of 719.03 feet (chord bearing North 10° 18' 48" East; chord distance 9.19 feet) an arc distance of 9.19 feet; thence South 79° 19' 15" East 142.00 feet to an iron pipe found; thence North 43° 43' 16" East 66.42 feet to an iron pipe found; thence South 71° 20' 13" East 285.66 feet to an iron pipe found; thence North 18° 39' 47" East 3.00 feet to an iron pipe found; thence South 71° 20' 13" East 155.00 feet to an iron pipe found; thence South 67° 42' 26" East 81.41 feet to an iron pipe found; thence South 53° 15' 59" East 195.00 feet to an iron pipe found; thence South 36° 44' 01" West 8.00 feet to an iron pipe found; thence South 53° 15' 59" East 180.00 feet to an iron pipe found; thence North 36° 44' 01" East 38.22 feet to an iron pipe found; thence South 53° 15' 59" East 76.20 feet to the point and place of BEGINNING, being shown as "Future Dominion Park Phase IV", containing approximately 55.57 acres, on the survey entitled "BOUNDARY SURVEY FOR ROBERT C. RHESIN INTEREST (et al), INC.", performed by Priest, Craven & Associates, Inc., dated September, 1994.

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PRESENTED
FOR
REGISTRATION

Drawn by & HOLD FOR:
PERRY, PATRICK, FARMER & MICHAUX, P.A. 000191

95 MAY 19 AM 9:54

STATE OF NORTH CAROLINA
COUNTY OF WAKE

RESTRICTIVE COVENANT
FOR
DOMINION PARK
PHASE 4
SECTION A, BLOCK 2
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter "Declarant"), hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.
2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1200 square feet for a one-story dwelling and 600 square feet on the first floor of a two-story or two and one-half story dwelling.
3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.
4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning

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Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or

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nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such

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reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or the assignee of Declarant's rights under Paragraph 18, below. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the

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services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including

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water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light Company ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidity of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. GLEN ARBOR AT DOMINION PARK HOMEOWNERS ASSOCIATION. The owners of Lots within this subdivision are Members of the Glen Arbor At Dominion Park Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions,

BK6531PG0691

and Restrictions For The Glen Arbor At Dominion Park Homeowners Association, Inc., to be recorded in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument executed as of the 18th day of May, 1995.

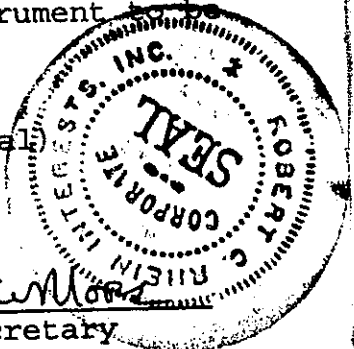
ROBERT C. RHEIN INTERESTS, INC.,
a North Carolina corporation

By: Richard M. Westmoreland, Jr.
Richard M. Westmoreland, Jr.
Vice President

(Corporate Seal)

ATTEST:

Richard W. Moore
Assistant Secretary



STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation by authority duly given.

Witness my hand and official stamp and seal, this the 18th day of May, 1995.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public
My commission expires: 2/17/97

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Tamela B. Gilmore
Notary(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Kenneth C. Wilkins
Asst. Deputy Register of Deeds

BK6531PG0692

EXHIBIT A

DOMINION PARK
Phase 4, Section A, Block 2

Lying and being in Leesville Township, Wake County, North Carolina,
and being more particularly described as follows:

BEING all of the real property, containing 9.0 acres, more or less,
shown on that certain plat entitled "DOMINION PARK - PHASE 4,
SECTION A, BLOCK 2", prepared by Priest, Craven & Associates, Inc.,
and recorded in Book of Maps 1995, Page 755, Wake County Registry,
which property includes Lots 117-123, 185-193, 227-234, 238-241,
264 and 288-289, inclusive, in DOMINION PARK Subdivision, Phase
4, Section A, Block 2, as shown on the aforementioned recorded
plat, to which plat reference is hereby made for a more particular
description of same.

BK 653-1506055 13PG 0834

PREPARED

REGISTERED

95 MAY 11 AM 9:50

REGISTERED
WAKE COUNTY

Drawn by & HOLD FOR: REGISTERED
BERRY, PATRICK, FARMER & MICHAUX, P.A. 000191
000059 55 JUL 31 11 19:25

STATE OF NORTH CAROLINA
COUNTY OF WAKE
REGISTER OF DEEDS
WAKE COUNTY

RESTRICTIVE COVENANTS
FOR
DOMINION PARK
PHASE 4
SECTION A, BLOCK 2

ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter "Declarant"), hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1200 square feet for a one-story dwelling and 600 square feet on the first floor of a two-story or two and one-half story dwelling.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning

These Restrictive Covenants are being re-recorded pursuant to N.C.G.S. Sec. 47-36.1 to change Exhibit A to clarify that they are applicable to Lot 242. I am signing as the attorney who drafted the original instrument.

Richard W. Mone

Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or

nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such

reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or the assignee of Declarant's rights under Paragraph 18, below. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the

services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including

water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light Company ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. GLEN ARBOR AT DOMINION PARK HOMEOWNERS ASSOCIATION. The owners of Lots within this subdivision are Members of the Glen Arbor At Dominion Park Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions,

and Restrictions For The Glen Arbor At Dominion Park Homeowners Association, Inc., to be recorded in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 18th day of May, 1995.

ROBERT C. RHEIN INTERESTS, INC.,
a North Carolina corporation

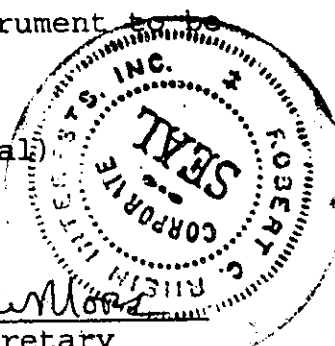
By:

Richard M. Westmoreland, Jr.
Richard M. Westmoreland, Jr.
Vice President

(Corporate Seal)

ATTEST:

Richard W. Moore
Assistant Secretary



STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation by authority duly given.

Witness my hand and official stamp and seal, this the 18th day of May, 1995.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public
My commission expires: 2/17/97

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of ___

Tamela B. Gilmore
Notar(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Kenneth C. Wilkins
Asst. Deputy Register of Deeds

~~BK 6531 PG 0692~~

BK 6613 PG 0841

EXHIBIT A

DOMINION PARK
Phase 4, Section A, Block 2

Lying and being in Leesville Township, Wake County, North Carolina,
and being more particularly described as follows:

BEING all of the real property, containing 9.0 acres, more or less,
shown on that certain plat entitled "DOMINION PARK - PHASE 4,
SECTION A, BLOCK 2", prepared by Priest, Craven & Associates, Inc.,
and recorded in Book of Maps 1995, Page 755, Wake County Registry,
which property includes Lots 117-123, 185-193, 227-234, 238-~~241~~²⁴²,
264 and 288-289, inclusive, in DOMINION PARK Subdivision, Phase
4, Section A, Block 2, as shown on the aforementioned recorded
plat, to which plat reference is hereby made for a more particular
description of same. (for)