

BOOK 3513 PAGE 355

Drawn By and Mail To:

SEAY, ROUSE, HARVEY & THORNTON, ATTS.
Box 18807, Raleigh NC

STATE OF NORTH CAROLINA

THE MEADOWS AT
EAGLECHASE - PHASE I
PROTECTIVE COVENANTS

COUNTY OF WAKE

THIS DECLARATION, made this 10th day of July, 1985,
by AMMONS-BROWN, INC., a North Carolina corporation, hereinafter called
"Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

Being Lots Numbered 1 through 11, inclusive; Lots Numbered 49 through 52, inclusive; Lots Numbered 89 through 99, inclusive; Lots Numbered 108 and 109, and Lots Numbered 120 through 149, inclusive, as the same are shown on a map of The Meadows at Eaglechase, Phase I, recorded in Book of Maps 1985 at Page 1188 of the Wake County Registry.

PRESENTED
FOR
REGISTRATION
JUL 11 11 05 AM '85
REGISTERED
WILKINS
REGISTER OF DEEDS
WAKE COUNTY

The real property described in Article I hereof is subjected to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure, including TV Satellite Dish, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located at least 70 feet from the front property line, or, if the lot abuts two streets, then at least 70 feet from the right-of-way line of each street.

ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three persons designated and appointed by the Board of Directors of Ammons-Brown, Inc., its successors or its assigns. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, no single story residential structure which has an area of less than 1000 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no residential structure in excess of a single story which has an area of less than 1250 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty (30) feet, provided, however, that on a corner lot, a dwelling may be located not nearer than twenty (20) feet to one street if same is at least thirty (30) feet from the other street. No building shall be located nearer than ten (10) feet to an interior lot line except that a five (5) foot side yard shall be permitted for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Ammons-Brown, Inc., reserves the right to waive minor violations of the set-back and side line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VI

LOT, AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and five (5) feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easements provided for herein may be moved to conform to the relocation of lot lines provided such movement does not interfere with the existing easement rights belonging to the owners of other lots.

ARTICLE VIII

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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 signs or billboards shall be erected or maintained on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, except upon approval by the Architectural Committee. Any fence constructed within these bounds must be approved by the architectural committee as to location, style, design and materials.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XIII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot.

ARTICLE XIV

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which this Declaration and Agreement is filed for registration in the Registry of Wake County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XV

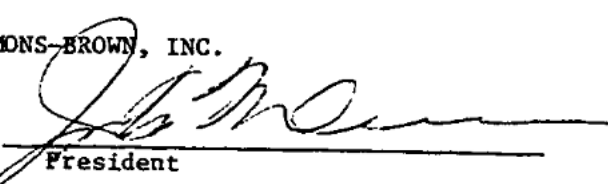
ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

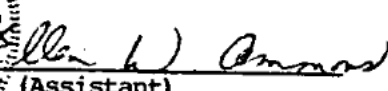
ARTICLE XVI

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, Ammons-Brown, Inc., has caused this instrument to be executed in its corporate name by its proper officers and its corporate seal hereunto affixed; as of the day and year first above written.

AMMONS-BROWN, INC.

By 
President

 
Secretary (Assistant)

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Jo Ellen W. Ammons personally came before me this day and acknowledged that she is Assistant Secretary of Ammons-Brown, Inc., a 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 herself as its Assistant Secretary.

Witness my hand and notarial seal, this 10th day of July, 1985.

Myrtice B. Wilder
Notary Public

My commission expires: 6-5-90



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Myrtice B. Wilder

_____, Notary 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 P. Anne Redd
Asst./Deputy Register of Deeds

Down By & Mail To:

SEAY, ROUSE, HARVEY & TITCHENER, ATTYS.
Box 18807, Raleigh NC

BOOK 3513 PAGE 360

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE MEADOWS AT EAGLECHASE,
BOOK OF MAPS 1985, PAGE 1188
WAKE COUNTY REGISTRY

THIS DECLARATION, made on the date hereinafter set forth by AMMONS-BROWN,
INC., a North Carolina corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in St. Marys Township,
County of Wake, State of North Carolina, which is more particularly described
on Exhibit "A" attached hereto.

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

NOW, THEREFORE, Declarant hereby declares that all of the properties
within the boundaries of property shown as lots, streets and common area on
a map of The Meadows at Eaglechase, recorded in Book of Maps 1985, Page 1188
Wake County Registry, shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions, all of which are for the
purpose of enhancing and protecting the value, desirability and attractiveness
of the real property. These easements, covenants, restrictions, and conditions
shall run with the real property and shall be binding on all parties having
or acquiring any right, title or interest in the described properties or any
part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

STATEMENT OF PURPOSE AND INTENT

The Declarant is engaged in the development of a tract of land containing
approximately 357.18 acres of land, located on the south side of Poole
Road east of the City of Raleigh, and to be known as The Meadows at Eaglechase
and herein referred to as "The Meadows at Eaglechase." The Meadows at
Eaglechase will include a diversified form of residential development.

PRESENTED
FOR
RECORD
JAN 11 11 05 AM '05
WAKE COUNTY REGISTRY

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Eaglechase Homeowners Association, its successors and assigns.

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

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association, including greenways and recreational areas.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon the last recorded subdivision map of the Properties on which such plot appears (provided said map has been approved by Declarant), with the exception of the Common Area, privately owned recreation areas, apartment areas and non residential areas.

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

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

SECTION 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 8. "Declarant" shall mean and refer to Ammons-Brown, Inc. and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to such terms and conditions as the Declarant may impose.

SECTION 9. "Amenities" shall mean the facilities constructed, erected, or installed on the Common Area for the use, benefit and enjoyment of Members.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. ANNEXATION BY MEMBERS. Except as provided in Section 2 of this Article, additional lands may be added and annexed to the Properties only if both two-thirds ($2/3$) of all of the votes entitled to be cast, in the aggregate, by Class A members and also two-thirds ($2/3$) of all of the votes entitled to be cast by Class B members, if any, are cast in favor of annexation. A meeting shall be duly called for this purpose, written notice of which shall be sent to all members of the Association, setting forth the time, place, and purpose of the meeting, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

For the purposes of such meeting, the presence thereof of members or proxies entitled to cast sixty (60%) percent of the votes of the Class A members and sixty (60%) percent of the votes of the Class B members, if any, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called within sixty (60) days thereafter, subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half ($1/2$) of the required quorum of the preceding meeting.

If a quorum is present and the majority of the votes are cast in favor of the annexation, but the majority is less than the two-thirds ($2/3$) majority either of the Class A or of the Class B votes, or both, required for approval of the annexation, and it appears that the required two-thirds ($2/3$) majority of either class may be achieved if the members not present or voting by proxy assent to the annexation, then and in that event, the members not present or voting by proxy may assent to or dissent from the proposed annexation in writing within 120 days following the date of the meeting at which the vote was taken. Each member so assenting or dissenting shall be deemed to have cast, respectively, all of the votes to which he is entitled under Article V of this Declaration either in favor of or against the annexation. If the number of votes cast at the meeting in favor of the annexation, together with the votes deemed to have been cast by the members assenting to the annexation, shall constitute

the requisite two-thirds (2/3) majority of all votes entitled to be cast by the Class A members, in the aggregate, and by the Class B members, the annexation shall stand approved.

SECTION 2. ANNEXATION BY DECLARANT. The Declarant may annex additional lands to the Properties in the following manner:

(a) If, within ten (10) years of the date of incorporation of the Association, the Declarant should develop additional lands within the boundaries of lands described in Exhibit "A" of the Articles of Incorporation for this Association and shown on the general plan of The Meadows at Eaglechase heretofore submitted to the City of Raleigh, such additional lands may be annexed to said Properties without the assent of Class A members. Detailed plans for the development of additional lands may be submitted to the City of Raleigh prior to such development if such submission is required by ordinances of the City of Raleigh.

(b) The Declarant may annex to the Properties the additional lands described in Subsection (a) of this Section 2 by recording in the Wake County Registry a declaration of annexation, duly executed by Declarant, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions therein. The additional land 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 the Association or any other person or entity shall be necessary to accomplish the annexation.

(c) Subsequent to recordation of the declaration of annexation by the Declarant, the Declarant shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common Area is developed.

ARTICLE IV

MEMBERSHIP

SECTION 1. MEMBERS. The Declarant, for so long as it shall be an Owner, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments

by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership, and no Owner shall have more than one membership, except as expressly provided hereinafter. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot in this subdivision.

ARTICLE V

VOTING RIGHTS

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

Class A. Class A members shall be all those Owners as defined in Article IV with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote may be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A memberships equal the total votes outstanding in Class B membership; provided, that the Class B membership hereunder, additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all within the times and as provided for in Article III, Section 2 above; or

(b) on January 1, 1998.

SECTION 2. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and according to the provisions of Article VI, Section 1(c).

ARTICLE VI

PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, or any portion thereof, and the rights of such mortgage in said Properties shall be subordinate to the rights of the homeowners hereunder; provided, however, that if any Common Area is mortgaged while the Class B membership is in existence, the execution of such mortgage shall require the same approval of the membership which is required for Special Assessments for Capital Improvements as set forth in Article VII, Section 4 of this Declaration.

(c) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by a Member or any person to whom he has delegated his right or enjoyment for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days, for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, and unless written notice

of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance. The instrument effecting such dedication, transfer or conveyance shall be sufficient if executed by appropriate officers of the Association, and contains a recital of the approval of the members;

(e) The right of the Association to formulate, publish and enforce rules and regulations as provided in Article VIII.

SECTION 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area shown on the aforementioned recorded map to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except utility, antenna and drainage and sedimentation easements and easements of governmental authorities. Similarly, Declarant will convey to the Association common areas which are parts of The Meadows at Eaglechase as those portions are annexed in the future until all common areas as shown on the plans approved by the City of Raleigh have been conveyed to the Association.

SECTION 4. The Association may regulate the parking of boats, trailers, and other such items on the Common Area (including the provision of special facilities for which a reasonable charge may be made).

ARTICLE VII

COVENANT FOR ASSESSMENT

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

annual assessment as to all Lots in each annexed area shall accrue from the first day of the first month following annexation.

The amount of assessment on each Lot which is not a Lot in Use shall be, one-fourth (1/4) of the assessment applicable to a Lot in Use.

The Declarant, for each Lot in Use owned within the Properties, hereby covenants, and each Owner of any Lot in Use, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments on Lots in Use and the annual assessments on lots which are not Lots in Use, together with such interest thereon and costs of collection thereof, as hereinafter provided, including without limitation, reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot and improvements against which each such assessment is made and shall be the personal obligation of the person who was the Owner of such property for the period of such person's ownership. The personal obligation shall not pass to his successors in title unless expressly assumed by them. All assessments relating to Common Area shall be shared equally by the owners of each Lot in Use.

Notwithstanding the foregoing, the Declarant may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement. (For example, an assessment may be collected for the maintenance of one lake while the Declarant continues to maintain another lake.)

If any person shall purchase land within the boundaries of the Property and shall apply to the secretary of the Association, or such person who has been designated by the Association for the maintenance of payment records, for information as to whether assessments applicable to the land being purchased is subject to any past due assessments, it shall be the duty of the secretary or other person in charge of assessment records to immediately issue a written

statement as to whether the land being purchased is subject to past due assessments. If such issued statement indicates the status of past due assessments, the purchaser of land shall be entitled to rely upon the accuracy of such statement and shall purchase free of any lien for past due assessments not shown on such statement.

SECTION 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of the Properties, the recreation, health, safety, and welfare of the residents in the Properties, the enforcement of these Covenants and the rules of the Association, and, in particular, for the improvement and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Nothing herein shall mean that assessments may not be used for the beautification of areas within the subdivision but which are not part of the Common Areas, such as entrance signs, access easements crossing private property, median strips within public streets or the interior of cul de sacs.

SECTION 3. Basic and Maximum Annual Assessments. To and including December 31, 1985, the basic (and maximum) annual assessment shall not be in excess of \$ 120.00 per Lot in Use, except as otherwise provided herein, the exact amount of which shall be determined from time to time as provided in subsection (c) of this Section 3.

(a) From and after December 31, 1985, the basic annual assessment may be increased by the Board of Directors of the Association effective January 1 of each year, without a vote of the membership, by a percentage which may not exceed the greater of five (5%) percent per year or the percentage increase reflected in the U.S. City average, Consumer Price Index-United States and selected areas for urban wage earners and clerical workers, all items most recent index and percent changes from selected dates (published by the U.S. Bureau of Labor Statistics, Washington, D.C.), or such Index as may replace said Consumer Price Index, for the twelve-month period ending the immediately preceding July 1; such increased assessment shall be the maximum annual assessment.

(b) After December 31, 1985, the basic annual assessments may be increased by an affirmative vote of two-thirds (2/3) of the members or proxies who are entitled to vote at a meeting called for such purpose, and the increased basic annual assessments shall be the basic annual assessment and be thereafter adjusted pursuant to subparagraph (a) of this Section 3. Written notice of such meeting shall be given by the Board of Directors to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the date, time, place, and purpose of the meeting. The provisions of this subsection shall not apply to nor be a limitation upon any change in the basic and maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximums as determined in subsection (a) of this Section 3.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction of described capital improvements or unexpected repair or replacement of described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto: provided that any such assessments shall be adopted by a two-thirds (2/3) affirmative vote of each class of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the time, place and purpose of the meeting.

SECTION 5. Uniform Rate of Assessments. Both annual and special assessments relating to the Common Area must be fixed at a uniform rate for all Lots in Use and may be collected on either a monthly, quarterly, or annual

basis. Similarly, annual assessments relating to the Common Areas must be fixed at a uniform rate for all other Lots and may be collected on a monthly, quarterly, or annual basis. Assessments may be collected in advance or in arrears.

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called for the purpose stated in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in Use and other Lots, then existing, on the first day of the month following the conveyance of a portion of the Common Area, unless postponed by the Declarant. The first annual assessments shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. If the Board of Directors of the Association shall determine that it would be inequitable to require the payment of the full amount of annual assessment as might be the case if only a portion of the amenities are available for the use of members the Board may waive payment of any portion of the assessment. The due dates and appropriate penalties for late payment shall be established by the Board of Directors. The Association upon demand at any time shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made to defray the actual cost of furnishing such certificate. Such certificate shall constitute conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, assessment shall bear interest from the date of delinquency at the lesser of the highest lawful rate or twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Except as amended herein the Declarations remain unchanged and in full force and effect.

ARTICLE VIII

USE RESTRICTIONS

SECTION 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area.

SECTION 2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties which may be or may become a nuisance or annoyance to the neighborhood.

ARTICLE IX

EASEMENTS

All of the Properties, including Lots and Common Area, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power

lines, television antenna lines and other public utilities as shall be established by the Declarant or by his successors in title, prior to the conveyance of Lots to subsequent owners or the conveyance of Common Area to the Association; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

ARTICLE X

RIGHTS OF FIRST MORTGAGEES AND INSURERS OF FIRST MORTGAGES

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

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

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Exchange of Common Area for other Portions of the Properties.

Notwithstanding any provision herein to the contrary, except as provided in Section 9 of this Article XI, it is expressly provided that the Association may convey to the Declarant, as well as any other member, in exchange for other portions of the Properties conveyed by the Declarant or other member of the Association, any portion of the Common Area theretofore conveyed to the Association, all as provided in the Articles of Incorporation of the Association. Upon such conveyance, the area thus conveyed to the Declarant shall become Common Area and subject to the Provisions of these Covenants relating to Common Area. The following hypothetical is by way of illustration and not of limitation: Due to a surveying error or the erroneous plotting of topo lines, a greenway intended to extend along a drainage area is incorrectly located. Thereafter, upon discovery of the error subsequent to the time of the conveyance of the greenway to the Association, such error could be corrected by an exchange of land between the Declarant and the Association.

SECTION 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the 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 the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the thirty-year (30) period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots existing at the time of such amendment, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots; provided, however, that the Board of Directors of the Association may amend this Declaration to correct any obvious error or inconsistency in drafting, typing, or reproduction without action or consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Wake County Registry. No amendment shall become effective unless the Raleigh City Attorney's office approves the amendment or within thirty (30) days after said proposed amendment has been submitted to the City Attorney's office it fails to comment, in which case approval shall be deemed to have been given.

SECTION 5. Procedure for Certification and Recordation of Amendment.

Any instrument amending these covenants, conditions, and restrictions other than an amendment by the Board to correct an error or inconsistency in drafting, typing, or reproduction shall be delivered following execution by the Owners, to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots as provided in Section 4 of this Article. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined);

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

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS

CONDITIONS AND RESTRICTIONS OF THE MEADOWS AT EAGLECHASE

By authority of its Board of Directors, Eaglechase Association hereby certifies that the foregoing instrument has been duly executed by the Owners of _____ percent of the Lots of The Meadows at Eaglechase and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Eaglechase.

This the _____ day of _____, 1985.

EAGLECHASE ASSOCIATION

By
President

ATTEST:

SECRETARY

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

All amendments shall be effective from the date of recordation in the Wake County Registry, provided, however, that no such instrument shall be

valid until it has been indexed in the name of this Association. When and instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to the Owners of all Lots in The Meadows at Eaglechase.

SECTION 6. Amendment of Declaration Without Approval of Owners. The Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U.S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, of such amendment of VA, HUD and/or such corporation or agency.

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

SECTION 7. Right of Declarant or Association to Amend to Achieve Tax-Exempt Status. The Declarant, for so long as it shall retain control of the Association, and, thereafter, the Board of Directors of the Association, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner, in order to qualify the Association or the Properties

or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Wake County Registry.

SECTION 8. Protective Covenants for Lots. Nothing herein shall affect the Declarant's right to establish from time to time appropriate protective covenants governing the use of Lots and the size and location of building thereon. Further, nothing herein shall be deemed to grant to the Association any right to govern the Use of any Lot by its owner, except for the exercise of easements rights owned by the Association which are located on the Lots of Owners.

SECTION 9. FHA/VA Approval. Notwithstanding any provision in this instrument to the contrary, as long as there is a Class B membership, the following actions shall be allowed if Declarant desires to qualify sections of Eaglechase for Federal Housing Administration or Veterans Administration approval (but not otherwise), and only if the actions have received the prior approval of the Federal Housing Administration or the Veterans Administration: (1) annexation of additional properties, and dedication of additional Common Areas; (2) exchange of Common Area for other portions of the properties; (3) amendment of this Declaration of Covenants, Conditions and Restrictions.

SECTION 10. Other Associations. Nothing herein shall affect the Declarant's right to establish other associations (e.g. townhouse associations) and in connection therewith designate common areas solely for the benefit of members of such associations. The annexation to Eaglechase Association of areas within such associations shall not entitle the members of Eaglechase Association to the use of Common Areas established for the benefit of members of such other associations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on this the 10th day of July, 1985.

AMMONS-BROWN, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary (Assistant)



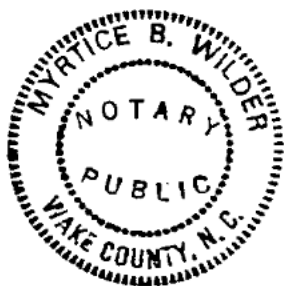
NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Jo Ellen W. Ammons personally came before me this day and acknowledged that she is Assistant Secretary of Ammons-Brown, Inc., a 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 herself as its Assistant Secretary.

Witness my hand and notarial seal, this 10th day of July, 1985.

Myrtice B. Wilder
Notary Public

My commission expires: 6-5-90



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of Myrtice B. Wilder

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 P. Anne Redd
Asst./Deputy Register of Deeds

BOOK 3581 PAGE 371

Drawn by and Mail to: Seay, Rouse, Harvey & Titchener, Box 18807, Raleigh, N. C. 27619

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA,
WAKE COUNTY.

OCT 18 10 55 AM '85
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE MEADOWS AT
EAGLECHASE, BOOK OF MAPS 1985, PAGE
1188, WAKE COUNTY REGISTRY.

THIS DECLARATION, Made on the date hereinafter set forth by AMMONS-BROWN, INC.,
a North Carolina corporation, hereinafter referred to as "Declarant."

WITNESSETH THAT WHEREAS, Declarant subjected its property to Declarations of
Covenants, Conditions and Restrictions as set forth in instrument recorded in Book
3513 at Page 360, Wake County Registry; and

WHEREAS, Declarant has decided to amend said Declarations.

NOW, THEREFORE, Declarant declares that the said Declarations recorded in Book
3513 at Page 360 of the Wake County Registry, are amended as follows:

ARTICLE VII, SECTION 3, is deleted as stated therein, and is hereby declared
to read as follows:

SECTION 3. Basic and Maximum Annual Assessments. To and including December 31,
1985, the basic (and maximum) annual assessment shall not be in excess of \$120.00
per Lot in Use, except as otherwise provided herein, the exact amount of which shall
be determined from time to time as provided in subsection (c) of this Section 3.

(a) From and after December-31, 1985, the basic annual assessment may be
increased by the Board of Directors of the Association effective January 1 of each
year, without a vote of the membership, by a percentage which may not exceed five
percent (5%) per year.

ARTICLE VII, SECTION 7, is deleted as stated therein, and is hereby declared
to read as follows:

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The
annual assessments provided for herein shall commence as to all Lots in Use and
other Lots, then existing, on the first day of the month following the conveyance
of a portion of the Common Area. The first annual assessments shall be adjusted
according to the number of months remaining in the fiscal year. The Board of
Directors shall fix the amount of the annual assessment against each Lot at
least thirty (30) days in advance of each annual assessment period. Written notice
of the annual assessment shall be sent to every Owner subject thereto. The due
dates and appropriate penalties for late payment shall be established by the
Board of Directors. The Association upon demand at any time shall furnish
a certificate in writing signed by an officer of the Association setting

forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made to defray the actual cost of furnishing such certificate. Such certificate shall constitute conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VII, SECTION 9, is deleted as stated therein, and is hereby declared to read as follows:

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE XI, SECTION 3, is deleted as stated therein, and is hereby declared to read as follows:

SECTION 3. Waiver of Encroachment into Common Area. Notwithstanding any provision herein to the contrary except as provided in Section 9 of this Article XI, it is expressly provided that the Association may waive to the Declarant, as well as any other member, any non-negligent and unintentional encroachment into the common area resulting from survey error or mis-pour of footings. The following hypothetical is by way of illustration and not of limitation: Due to a surveying error or the erroneous plotting of topo lines, a greenway intended to extend along a drainage area is incorrectly located. Thereafter, upon discovery of the error subsequent to the time of the conveyance of the greenway to the Association, such error could be corrected by a waiver between the Association and the Declarant.

ARTICLE XI, SECTION 4, is deleted as stated therein, and is hereby declared to read as follows:

SECTION 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the 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 the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the thirty-year (30) period by an instrument signed by the Owners of not less

than ninety percent (90%) of the Lots existing at the time of such amendment, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. No amendment shall become effective unless the Raleigh City Attorney's Office approves the amendment or within thirty (30) days after said proposed amendment has been submitted to the City Attorney's office it fails to comment, in which case approval shall be deemed to have been given.

ARTICLE XI, SECTION 6, is deleted in its entirety.

JOHN CROSLAND COMPANY, as Lot Owner, joins in this document for the purpose of subjecting its lots previously conveyed to it by Declarant to the changes and Declarations stated herein.

Furthermore, ARTHUR J. BAER, TRUSTEE, and THE NORTHWESTERN BANK join in to consent to the change in the Declarations and agrees that its deed of trust recorded in Book 3416 at Page 373, Wake County Registry, is subordinate to said Declarations as originally stated in Book 3513 at Page 360, Wake County Registry, as well as the changes stated herein.

AND, JAMES L. SEAY, TRUSTEE, and WILLIAM J. BROWN, JR. and ROBERT HOWARD BROWN join in to consent to the change in the Declarations and agree that their deed of trust recorded in Book 3416 at Page 378, Wake County Registry, is subordinate to said Declarations as originally stated in Book 3513 at Page 360, Wake County Registry, as well as the changes stated herein.

Except as amended by the changes herein, the aforesaid Declarations recorded in Book 3513 at Page 360, Wake County Registry, shall remain intact as stated.

IN WITNESS WHEREOF, the Declarant, Ammons-Brown, Inc., and John Crosland Company, Arthur J. Baer, Trustee, and The Northwestern Bank, and James L. Seay, Trustee, and William J. Brown, Jr. and Robert Howard Brown have executed this instrument on this the 23rd day of September, 1985.

ATTEST:

John W. Ammons
Secretary

ATTEST:

Robert J. Nazarek
Secretary

AMMONS-BROWN, INC.

By

[Signature]
President

JOHN CROSLAND COMPANY

By

[Signature]
Vice President

Arthur J. Baer (SEAL)
Arthur J. Baer, Trustee

THE NORTHWESTERN BANK

By Kenneth H. Elber
Vice President

ATTEST:

Arthur J. Baer
Secretary (Res.)

James L. Seay (SEAL)
James L. Seay, Trustee

William J. Brown, Jr. (SEAL)
William J. Brown, Jr.

Robert Howard Brown (SEAL)
Robert Howard Brown

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that John E. W. Ammons personally came before me this day and acknowledged that he is Asst. Secretary of Ammons-Brown, Inc., a 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 self as its Secretary.

Witness my hand and notarial seal this 23rd day of September, 1985.

John E. W. Ammons
Notary Public

My commission expires: 1-25-89

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Beth E. Nagorsky personally came before me this day and acknowledged that she is Asst. Secretary of John Crosland Company, a 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 self as its Asst. Secretary.

Witness my hand and notarial seal, this 24th day of September, 1985.

Ann Sant Nelson
Notary Public

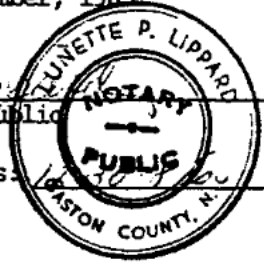
My commission expires: 1-21-86

NORTH CAROLINA - MECKLENBURG COUNTY

I, the undersigned Notary Public, do hereby certify that Arthur J. Baer, Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 25 day of September, 1985.

Lunette P. Lippard
Notary Public
My commission expires: 10-30-86

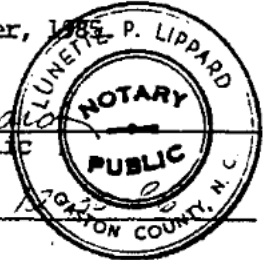


NORTH CAROLINA - COUNTY OF Mecklenburg

I, the undersigned Notary Public, do hereby certify that Arthur J. Baer personally came before me this day and acknowledged that he is President Secretary of The Northwestern Bank, a corporation and that by authority of its Board of Directors and as the act of the corporation the foregoing instrument was signed in its name by its President President, sealed with its corporate seal and attested by himself as its Secretary Secretary.

Witness my hand and notarial seal, this 25 day of September, 1985.

Lunette P. Lippard
Notary Public
My commission expires: 10-30-86



NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that James L. Seay, Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 14th day of October ~~September~~, 1985.



Myrtice B. Wilder
Notary Public
My commission expires: 6-5-90

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that William J. Brown, Jr. and Robert Howard Brown each personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 3rd day of September, 1985.

Sylvia P. Dales
Notary Public

My commission expires: 6-25-89

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Sylvia P. Dales
Anne East Wilson, Lucretia P. Liggard,
Myrtle B. Under

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 James B. Johnson
Deputy Register of Deeds

Drawn by & Mail to: Seay, Rouse, Harvey & Titchener, Box 18807, Raleigh, NC 27619

NORTH CAROLINA,
WAKE COUNTY.

BOOK 3747 PAGE 494

RECORDED
JUN 12 2 18 PM '86
REGISTERED
FOR
PRESUMED

THIS DECLARATION, Made this 3rd day of June, 1986, by AMMONS-BROWN, INC., a North Carolina corporation, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant, by instrument dated July 10, 1985, and recorded in Book 3513 at Page 355 of the Wake County Registry, subjected certain lots in The Meadows at Eaglechase Subdivision, Phase I, to the protective covenants therein set forth; and

WHEREAS, Declarant is the owner of the hereinafter described lots in The Meadows at Eaglechase Subdivision, Phase II, and desires to subject the same to said protective covenants recorded in Book 3513 at Page 355 of the Wake County Registry, each and all of which shall be for the benefit of such property and for each and every owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner therefor.

NOW, THEREFORE, Declarant hereby declares that the real property described below is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in said Declaration recorded in Book 3513 at Page 355 of the Wake County Registry, said protective covenants being incorporated herein by reference:

Being Lots Numbered 12 through 48, inclusive, and Lots Numbered 53 through 57, inclusive, as the same are shown on a map of The Meadows at Eaglechase, Phase II, recorded in Book of Maps 1986 at Page 716, Wake County Registry.

IN TESTIMONY WHEREOF, Declarant has executed this instrument as by law provided, this the day and year first above written.

IN WITNESS WHEREOF, Ammons-Brown, Inc. has caused this instrument to be executed in its corporate name by its proper officers and its corporate seal hereunto affixed, as of the day and year first above written.

ATTEST:

Jo Ellen W. Ammons
Asst. Secretary

AMMONS-BROWN, INC.

By

[Signature]
President

BOOK 3747 PAGE 495

NORTH CAROLINA,
WAKE COUNTY.

I, the undersigned Notary Public, do hereby certify that Jo Ellen W. Ammons personally came before me this day and acknowledged that she is Assistant Secretary of Ammons-Brown, Inc., a 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 herself as its Assistant Secretary.

WITNESS my hand and notarial seal, this 6th day of June, 1986.

Sylvia P. Dales
Notary Public

My commission expires: 4-24-89

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of Sylvia P. Dales

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 Regina R. Cooke
Deputy Register of Deeds