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WAKE COUNTY, NC 190
LAURA M RIDDICK
REGISTER OF DEEDS
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Prepared by and return to:
Kilpatrick Stockton LLP (SSL)(Box 156)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HABITAT FOR HUMANITY DOWLING RIDGE**

This Declaration of Covenants, Conditions and Restrictions for Habitat for Humanity Dowling Ridge (this "Declaration") is made this 12 day of April, 2006, by Habitat for Humanity of Wake County, Inc. ("Declarant").

RECITALS:

Declarant is the owner in fee simple of real property located in Wake County, North Carolina, known as Habitat for Humanity Dowling Ridge Subdivision (the "Subdivision Property" or "Properties"), containing 19.0301 acres as depicted on that certain plat entitled "Subdivision Plat of Dowling Ridge Habitat for Humanity" by Bass, Nixon & Kennedy, Inc. dated 4/21/06, and recorded in Book of Maps 2006, Pages 862 and 863, Wake County Registry (the "Subdivision Plat"), as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting the Subdivision Property, Declarant declares that all the Subdivision Property and each part thereof shall be held, sold, used, occupied and conveyed subject to the following easements, covenants, liens, conditions and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Subdivision Property or any part of the Subdivision Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a Lot.

NOW THEREFORE, to further the purposes expressed in the Recitals, which are incorporated herein by this reference, Declarant, by this Declaration, does hereby declare that all of the Subdivision Property is and shall be held, leased, transferred, sold, mortgaged, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the Subdivision Property and be binding on all parties owning any right, title or interest in the Subdivision Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I RALEIGH CITY CODE REQUIREMENTS

PART A DEFINITIONS AND GENERAL REQUIREMENTS

Section 1. Definitions. As used in this Article, the following words and terms have the following definitions, unless the context in which they are used clearly indicates otherwise (when any of these and other defined words or terms in this Article have an initial capital letter, however, it is not required that their use have initial capital letters in order to have the defined meaning). Some or all of the following words and terms may have the same definitions in other portions of this Declaration; if so, they are being repeated here for convenience; if not, as used in this Article, they have the definitions contained in this Article. Words and terms defined in other portions of this Declaration and not defined in this Article but used in this Article have the definition defined for them in such other portions of this Declaration, unless those definitions are superseded or modified as a result of the conflict rules set forth in Section 3 of this Part A (for example, words and terms defined by the Code and used in this Declaration have the definitions contained in the Code, notwithstanding that they may be defined differently in this Article or other portions of this Declaration; however, to the extent that a word or term is defined in this Article or other portions of this Declaration differently from how it is defined in the Code, and the definitions do not conflict, then both definitions are applicable). With respect to words and terms used herein, the singular shall include the plural, the plural shall include the singular, and one gender shall include all.

(a) "Act" is defined as the North Carolina Planned Community Act, as contained in Chapter 47F of the North Carolina General Statutes (or as contained in any successor portion of the North Carolina General Statutes), as the same exists from time to time. The Act is referred to herein from time to time as G.S.47F, with the particular section number following the G.S.47F reference (for example, G.S.47F-1-101). Words and terms used in this Article that are defined in the Act but not defined in the Code (for example, the term special declarant rights), have the definition contained in the Act.

(b) "Annexation Declaration" is defined as a document, by whatever name denominated, that is recorded for the purposes of annexing Annexed Property to this Declaration and causing such Annexed Property to be subject to the scheme of covenants, charges, conditions and restrictions contained in this Declaration and including any additional covenants, charges, conditions and restrictions contained in the Annexation Declaration.

(c) "Annexed Property" is defined as all real property annexed or subjected (those two terms being used interchangeably herein) to any part or all of the terms of this Declaration following the initial recording of this Declaration in the Registry.

(d) "Association" is defined as the nonprofit corporation organized and operated under the laws of the State of North Carolina as the property Owners association for the Properties. Sub-Association (if applicable) is defined as a nonprofit corporation organized and operated under the laws of the State of North Carolina as the property Owners association for a portion of, but not all of, the Properties. There may be one or more Sub-Associations (if applicable) with respect to the Properties. An example of a Sub-Association is a property Owners association for a townhouse development that is part of a cluster unit development which has an Association for the cluster unit development. All references herein to an Association that is, in fact, a Sub-Association, are deemed corrected accordingly.

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(e) "Board" is defined as the board of directors of the Association, and is the Executive board as defined in the Act. The Board is responsible for the management and administration of the Association as provided for in this Declaration and in the Act.

(f) "City" or "City of Raleigh" is defined as the City of Raleigh, North Carolina, a North Carolina municipal corporation.

(g) "Code" is defined as the Raleigh City Code of Ordinances as it exists from time to time, and includes all duly adopted regulations, rules, directives, and policies of the City pursuant to or in furtherance of the Code.

(h) "Common Area" is defined as real property, together with any improvements situated thereon, intended for the common use and benefit of Owners and occupants of the Properties, however such real property is described on a plat or document recorded in the Registry. Common Area may be owned or leased by the Association or it may be owned by another Person with the Association having a right or easement therein (for example, part or all of a private stormwater drainage easement located on either a Lot or real property that is not part of the Properties and that serves more than one (1) Lot in the Properties or a right of the Association to use of a portion of a public street right-of-way pursuant to an encroachment agreement with the City). Common Areas include all of the following:

- (1) any private street and private walkways in the Properties (but excluding private walkways on and solely for the benefit of an individual Lot);
- (2) Stormwater Control Measures;
- (3) any water or sewer utility line that serves more than one Lot and which is either located outside public street rights-of-way or outside any City utility easement;
- (4) any site or facility designated a common area, common property open space, open space common area, amenity area, or other similar designation on any recorded plat or map of the Properties, or in this Declaration;
- (5) any Code-required shared facility or Open Space for the Properties, except for Open Space owned by the City;
- (6) any public road right-of-way dedicated to the public on plats and maps of the Properties recorded in the Registry but not accepted for public Maintenance by the appropriate Governmental Entity. Provided, however, that the fact that a street or road has not been accepted by the applicable Governmental Entity shall not relieve the Declarant of the obligation to take such action as is necessary to have it accepted. The Association has the right to enforce this Declarant obligation, and the Declarant shall be liable to the Association for all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Association in connection with such unaccepted street improvements and enforcement of its rights against Declarant hereunder; and
- (7) any object or improvement located on, under, in or over public property or public right-of-way which object or improvement is subject to an encroachment agreement with a Governmental Entity that is recorded in the Registry, and may include: signs, landscaping, irrigation facilities, drain pipes, decorative surfaces and brick pavers.

Common Area that is owned by or subject to being Maintained by a Sub-Association is Sub-Association Common Area, even if it is referred to in this Declaration or in any recorded plat of the Properties as Common Area instead of Sub-Association Common Area. Common Area, if any, established by the Declarant or the Association for the benefit of fewer than all of the Owners and occupants of the Properties is Limited Common Area, and such Limited Common Area and the Owners and occupants of the applicable portion of the Properties for whose benefit the Limited Common Area exists are subject to the same Code provisions as those applicable to Common Area. All references herein or in any recorded plat of the Properties to Common Area that is, in fact, Limited Common Area, are deemed corrected accordingly. Sub-association Common Area, if any, owned

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by or subject to being Maintained by a Sub-Association for the benefit of fewer than all of the Owners and occupants of the applicable portion of the Properties is Sub-Association Limited Common Area, and such Sub-Association Limited Common Area and the Owners and occupants of the applicable portion of the Properties for whose benefit the Sub-Association Limited Common Area exists are subject to the same Code provisions as those applicable to Sub-Association Common Area. All references herein or in any recorded plat of the Properties to Limited Common Area or Sub-Association Limited Common Area that is, in fact, Common Area or Sub-Association Common Area, are deemed corrected accordingly.

(i) "Common Expense" is defined as all of the expenses incurred by the Association in furtherance of its rights and responsibilities under the Act, the Code, and the Governing Documents and including specifically, but without limitation, all of the following: (Expenses for the Maintenance of Limited Common Area are Limited Common Expenses, which is a subcategory of Common Expense.)

- (1) All sums lawfully assessed by the Association against its Members;
- (2) Expenses of the Common Area and administration, inspection and Maintenance of the Common Area;
- (3) Expenses classified as Common Expenses under the Act, the Code, or under the provisions of this Declaration or other Governing Documents;
- (4) Expenses for acquisition, Maintenance, repair, restoration, replacement, use and operation of personal property owned or leased by the Association for the benefit of the Members;
- (5) Premiums for property, liability or such other insurance premiums as this Declaration or other Governing Documents may require the Association to purchase;
- (6) Ad valorem taxes and public assessment and charges lawfully levied against any Common Area owned in fee simple by the Association;
- (7) Fees or charges for utilities used in connection with the Common Area;
- (8) Any unpaid Association assessment following the foreclosure of a first mortgage or first deed of trust or an assessment lien;
- (9) Allocations to reserve funds;
- (10) Payments owed to the City pursuant to any Stormwater Agreement, except for payments in such Stormwater Agreement owed to the City by the Declarant;
- (11) Fees for services engaged by the Association;
- (12) Costs and expenses for which the Association is obligated under any encroachment agreement or other agreement with the City or other Governmental Entity;
- (13) Financial obligations of the Association or financial obligations of Members with respect to which the Association has responsibility for collection and payment;
- (14) Expenses incurred by the Association in performing its functions and providing services, including operating, management, enforcement and administrative expenses; and
- (15) Expenses agreed by the Members to be Common Expenses of the Association.

(j) "Declarant" is defined as Habitat for Humanity of Wake County, Inc., a North Carolina not for profit corporation, its successors and assigns.

(k) "Declarant Annexation Date" is defined as the last date and time on which the Declarant has the right to annex real property to this Declaration without the consent or joinder of any Person other than the City, which date is 5:00 p.m. on _____ (or, if no date is entered in the blank space, is 5:00 p.m. on the date that is seven (7) years following the date of the recording of this Declaration). The timeliness of an Annexation Declaration is determined by the date of its recordation as stamped by the Registry notwithstanding its date of execution.

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(l) "Declarant Control Period" is defined as any period of Declarant control of the Association, as provided in 47F-3-103(d) of the Act and established in this Declaration (which may include a vote allocation that gives Declarant, by itself, sufficient voting power to elect members of the Board).

(m) "Declaration" is defined as the document, however denominated, which contains this Article, together with all exhibits and amendments to the document.

(n) "Fiscal Year" is defined as the calendar year until such time as the Board, by appropriate resolution, establishes a different Fiscal Year for the Association.

(o) "Governing Documents" is defined as all of the following: this Declaration; the Articles of Incorporation and Bylaws of the Association; architectural guidelines and bulletins and rules and regulations of the Association; Annexation Declarations; and other declarations of restrictive or protective covenants applicable to the Properties; and all Sub-Association documents (with respect to those portions of the Properties subject to such Sub-Association documents), as the same may be amended, restated or supplemented from time to time.

(p) "Governmental Entity" is defined as the City, the Counties of Wake and Durham, North Carolina, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over the Properties or any part thereof, and all applicable departments and agencies of any of them, whichever Governmental Entity or entities is/are applicable.

(q) "Include" or "Including" is defined as being inclusive of, but not limited to, the particular matter described, unless otherwise clearly obvious from the context.

(r) "Lot" is defined as any numbered or lettered portion of the Properties, together with any improvements thereon, which is shown upon any recorded plat of any part or all of the Properties, and which is not any of the following: dedicated street rights-of-way; Common Area; Open Space owned in fee simple by the Association; greenway or park lands owned in fee simple by the City.

(s) "Maintain", "Maintenance", "Maintaining", or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation. Provided, however, this definition is not applicable to Section 8 of Part A of this Article.

(t) "Member" is defined as each Person who or which holds membership in the Association.

(u) "Mortgagee" is defined as the beneficiary or payee under any mortgage or deed of trust, and the terms mortgage and deed of trust are deemed to refer to both mortgages and deeds of trust.

(v) "Open Space" is defined as open space areas shown on preliminary subdivision plans filed with the City and delineated on any recorded plat of the Properties or the open space areas required by the Code or by the conditional use zoning of the Properties for the perpetual benefit of the Owners. Open Space areas required under the Code are required as compensation for the flexible lot dimensions allowed on part or all of the Properties and Open Space areas in Conditional Use Zoning Districts may be required as consideration for such conditional use zoning. Accordingly, Open Space may not be conveyed except in strict compliance with the Code. Under the Code, Open Space may be owned by the Association, a Sub-Association, or by the City.

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Open Space owned by the Association or a Sub-Association is Common Area or Sub-Association Common Area, as appropriate.

(w) "Operating Deficit" is defined as the difference between the total amount of the annual assessments for a Fiscal Year levied on all Lots and the amount of actual expenditures by the Association during the Fiscal Year for Common Expenses, including funding of reserves, but excluding (i) amounts levied against a Lot, but which are not paid, and (ii) special assessments for capital improvements.

(x) "Owner" is defined as the record Owner, whether one or more Persons, of fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant. "Owner" shall not include any Person who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

(y) "Person" is defined to include any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Entity (including the City), or other entity.

(z) "Properties" is defined as all of the real property subject to any part or all of the terms of this Declaration. The amount of acreage of the Properties at the time of the recording of this Declaration is 19.0301 acres.

(aa) "Registry" is defined as the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Properties are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Properties is situated.

(ab) "Stormwater Agreement" is defined as any agreement recorded in the Registry among the Declarant, the Association, and the City, or between the Declarant and the City, or between the Association and the City, relating to Stormwater Control Measures for the Properties or any part thereof, and includes all amendments and supplements to such agreements. A Stormwater Agreement with the City includes the Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Contract and the Stormwater Replacement Protection Easement and Access Maintenance Agreement and Lump Sum Replacement Contribution Contract (those names being subject to change from time to time under the Code).

(ac) "Stormwater Control Measures" or "Stormwater Control Facilities", such terms being used interchangeably herein and in the Stormwater Agreement, is defined as one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a plat or in a document) that serves the Properties: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wetponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Properties, and which are located outside public street rights-of-way and City drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Properties, however identified on a recorded plat or in a recorded document, are deemed to be dedicated to the Association for the benefit of the Properties or applicable portion thereof. All Stormwater Control Measures are Common Area or Limited Common Area, or Sub-Association Common Area or Sub-Association Limited Common Area, as applicable.

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(ad) "Stormwater Operations Maintenance Manual and Budget" is defined as that manual; however named, attached to and incorporated into the Stormwater Agreement as an exhibit for the Maintenance of Stormwater Control Measures and the payment of the costs thereof.

Section 2. Applicability. The Properties, this Declaration and the other Governing Documents are subject to the ordinances, regulations, and rules of the City, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Declaration. There may be certain provisions of the Code that apply to all of the Properties and certain provisions of the Code that apply only to certain portions of the Properties (for example, provisions of the Code relating to private streets apply only to those portions of the Properties that contain private streets). It shall be the responsibility of the Association and each Owner of each portion of the Properties to comply with all provisions of the Code applicable to such portion of the Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration with respect to such portion of the Properties has been given by the Declarant or its authorized agent, the Board, any committee of the Board, or any other Person who has the authority to give such approval, disapproval, waiver or variance.

Section 3. Conflicts.

(a) Some or all of the Properties may be subject to the provisions of the Act. To the extent that Properties are subject to the Act, the provisions of the Act control over any inconsistent provisions of this Declaration, any Annexation Declaration or any other Governing Documents.

(b) The provisions of the Code control over any inconsistent provisions of this Declaration, any Annexation Declaration or any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Declaration and all Annexation Declarations are deemed to be revised so as to conform to the provisions of the Code as they exist from time to time and are applicable to the Properties or any part thereof. Provided, however, any provision of this Declaration or any Annexation Declaration that is more restrictive than an applicable provision of the Code (for example, a building setback distance required by this Declaration or an Annexation Declaration that is greater than that required by the Code) is not an inconsistent provision of this Declaration unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.

(c) The provisions of this Article control over any inconsistent provisions of any other portion of this Declaration, any Annexation Declaration or any other Governing Documents.

(d) The provisions of this Declaration control over any inconsistent provisions of any other Governing Documents, except as to matters of compliance with the North Carolina Nonprofit Corporation Act, in which event the Articles shall control.

Section 4. Amendment of Declaration. Amendments to this Declaration are valid from the later of the time of recording in the Registry or such later date specified in the amendment. When City approval of an amendment is required by the Code or by a provision of this Declaration (including this Article), City approval shall be evidenced by the signature of the Raleigh City Attorney or his/her Deputy on the recorded original or copy of the amendment. Any amendment of this Article of this Declaration must have prior City approval. Any amendment of this Article or any other provision of this Declaration that requires City approval is void *ab initio* if recorded without the required City signature.

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Section 5. Assessments.

(a) **Obligation for Assessments.** Each Owner, by execution of this Declaration or by acceptance of a deed or other instrument conveying title to a Lot, whether or not it shall be so expressed therein, is deemed to consent and agree to pay to the Association (or to any Person who may be designated by the Association to collect such monies) all assessments and other charges required by this Declaration, including the following: (1) annual assessments; (2) working capital assessments; (3) stormwater assessments created and established pursuant to Part B of this Article; (4) special assessments; (5) fines for violations of the provisions of this Declaration or other Governing Documents or assessments levied against Owners for misuse and damage to the Common Areas by the Owners or their family members, tenants, agents, contractors and guests; (6) individual assessments for any expense under the Code or this Declaration which the Association becomes obligated to pay and pays on behalf of an Owner; (7) late payment charges, interest on unpaid assessments, costs of collection, including without limitation, court costs, service charges, and attorney's fees as provided in the Act, and charges for dishonored checks; all as established by the Board from time to time; and (8) all other assessments and charges imposed or allowed to be imposed by this Declaration.

The Association at all times has the right to include as part of the assessments or other charges applicable to the Properties and the Owners thereof such amounts as are required to pay all Common Expenses and all financial obligations of the Association imposed by the Code either (i) directly on the Association, or (ii) indirectly on the Association by imposition of the financial obligation on some or all of the Owners, with the Association having responsibility for collection and payment to the City.

(b) **Purpose of Assessments.** The annual assessment primarily is for the purpose of funding the Common Expenses of the Association, including monies allocated for reserve funds, for the Fiscal Year to which it applies and in accordance with the budget for that Fiscal Year adopted by the Association, although such assessments may be used for payment of any Common Expenses as determined by the Board. All budgets of the Association shall be proposed in good faith and with the intent to cover all reasonably necessary Common Expenses for the applicable Fiscal Year of the Association, including monies allocated for reserve funds.

(c) **Budgets; Amount of Assessments.** The Association is at all times empowered to levy assessments against the Lots and the Owners of Lots within the Properties for the payment of Common Expenses.

Notwithstanding the foregoing, for calendar year 2006, the annual assessment per Lot is \$50.00. The "Maximum Annual Assessment" for each subsequent Fiscal Year for purposes of voting percentages to ratify the budget is 110% of the amount of the annual assessment for the immediately preceding Fiscal Year.

The Board of Directors shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after the adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget to the Members and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than sixty (60) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget; provided, however, if the budget provides for an annual assessment per Lot not in excess of the Maximum Annual Assessment in effect for that Fiscal Year of the Association, such budget shall be deemed ratified unless Members having at least eighty percent (80%) of the votes of the entire membership vote to reject the budget.

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If any proposed budget is rejected by the Members, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

The provisions of this subsection shall not apply to, nor shall they be a limitation upon, any change in the annual assessment or the Maximum Annual Assessment incident to a merger or consolidation as provided in §47F-2-121 of the Act.

(d) Effect of Non-Payment; Remedies. No Owner shall be exempt from liability for any assessment provided for herein for reason of non-use of the Common Area or such Owner's Lot, or abandonment or leasing of such Owner's Lot, or unavailability of the use or enjoyment of the Common Area.

All assessments and other charges shall be established and collected as provided in this Declaration. All assessments and other charges remaining unpaid for thirty days (30) days or longer, together with late charges, interest, and the costs of collection thereof, including attorney's fees, shall be charge on the Owner's Lot as provided in G.S.47F-3-116 of the Act and, upon filing of a claim of lien in the office of the clerk of superior court of the county in which the Lot is located in the manner provided in G.S.47F-3-116(g), shall be a continuing lien upon the Lot against which such assessment is made until paid in full. The lien may be foreclosed by the Association in any manner permitted under the Act or by law. When the holder of a first mortgage or first deed of trust of record or other purchaser of a Lot who obtains title to the Lot as a result of a foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors, and assigns shall not be liable for the assessments and other charges against such Lot which became due prior to the acquisition of title to such Lot by such purchaser. Each assessment and other charges due hereunder, together with late charges, interest, the costs of collection thereof, including attorney's fees, shall also be the personal obligation or corporate obligation of each Person who was Owner of the Lot at the time when the assessment or other charge first became due and payable and may be collected by appropriate action at law. If more than one Person held an ownership interest in the Lot at the time the assessment or other charge first became due, then each Person shall be both jointly and severally liable. An Owner's personal obligation for payment of such assessments and other charges shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amounts due are paid.

(e) Classes of Membership. This Declaration may allow different classes of membership in the Association and may allow different levels of annual assessments and other assessments to be imposed for different classes of membership.

(f) Declarant's Obligation to Fund Deficits; Assessment Credit. During the Declarant Control Period, Declarant shall be obligated to fund any Operating Deficit. Declarant, at its option, may fund the Operating Deficit by any one or more of the following means: (i) payment to the Association; (ii) payment directly to a person or entity providing the services or materials to the Association, or (iii) providing, directly or indirectly, to or for the Association, services or materials related to Common Expenses (the value of which shall be determined by the Board in its reasonable discretion, giving due consideration to what the fair market value of such services or materials would be if they had been furnished by a Person other than Declarant).

Declarant's obligation to fund Operating Deficits may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners.

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After the end of the Declarant Control Period, the Declarant, at its sole option, may receive an assessment credit toward payment of annual assessments due and payable by Declarant thereafter for Lots owned by Declarant, in an amount equal to aggregate of the Operating Deficits paid by Declarant as provided herein. Declarant may not charge or collect interest or any other charge or fee on any monies paid by the Declarant, for Operating Deficits. As determined by Declarant, the assessment credit may be applied to payment of all annual assessments due from Declarant after the end of the Declarant Control Period until it has been credited in full.

(g) Certificate of Payment. The Association shall, within ten (10) business days after receipt of a written request from an Owner or the Owner's authorized agent, and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association, or by a Person or employee of any Person employed by the Association and to whom the Association has delegated the authority to issue such certificates, setting forth whether the assessments and other charges against a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment and is binding on the Association, the Board, and every Owner.

Section 6. Membership and Governance.

(a) Membership. The Declarant and every Owner within the Properties shall be a Member of the Association, and by execution of this Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association, subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Member's Lot. The foregoing is not intended to include any Person that holds an interest merely as security for the performance of an obligation. Upon termination of ownership, an Owner's membership with respect to the transferred Lot shall automatically terminate and be automatically transferred to the new Owner of the Lot.

(b) Members' Rights of Use. Each Member and lawful occupant in the Properties shall have a non-exclusive right of use and enjoyment and easement in the Common Areas, including the right rights of ingress and egress to and from all Common Areas throughout the Properties, subject to such rules and regulations as are allowed under the Governing Documents to be imposed by the Association and subject to suspension of use rights allowed in the Governing Documents; provided that no suspension of rights shall occur without first providing notice of the charge, opportunity to be heard and to present evidence, and notice of the decision as required by G.S. 47F-3-107.1 of the Act. But, the right of access and support, the right to drain stormwater and the right to use Stormwater Control Measures, private streets, private utility services provided to the Lot through easements in Common Area, and any assigned parking areas shall not be suspended for violation of the Association's rules and regulations.

(c) Voting Rights. Each Member shall have those voting rights established in this Declaration, which may be different for different classes of membership. If a Lot is owned by multiple Owners, the votes allocated to that Lot shall be cast only in accordance the agreement of a majority in interest of the multiple Owners unless otherwise provided in the Governing Documents. A majority agreement is conclusively presumed if only one of the multiple Owners casts the votes allocated to that Lot, unless any of the other Owners of the Lot protest such co-Owner's vote promptly to the Person presiding at the meeting.

(d) Proxies. Votes may be cast in person or by proxy. All proxies must be dated, duly executed by the Owner, and delivered to the Secretary of the Association or to the property management company authorized by the Board to receive proxies prior to the opening of the meeting for which it is first intended to be used. No

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proxy shall exceed a term of eleven (11) months from its date except as otherwise provided in the Act. Revocation of a proxy shall be made by actual notice to the Person presiding over the Association meeting.

(e) Quorum. Except as otherwise provided in the Governing Documents, a quorum is present throughout any meeting of the Association whenever Persons entitled to cast ten percent (10%) of the votes are present in person or by proxy at the beginning of the meeting. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Governing Documents, the quorum requirements at the next meeting shall be one-half (1/2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 7. Permanently Protected Undisturbed Open Space Areas. Within any permanently protected undisturbed open space areas shown on any recorded plat of the Properties, there must not be any land disturbing activity, any placement of impervious surfaces, any tree disturbing activity (as defined in Part 10, Chapter 2 of the Code), any new development or expansion thereof, or new use, construction, or encroachment without first obtaining a watercourse permit from the City. Permanently Protected Undisturbed Open Space may or may not be Open Space as defined in this Declaration.

Section 8. Tree Conservation. The Association shall have a conservation easement for the planting of trees and for the protection and Maintenance of the trees situated within any tree conservation areas shown on any recorded plat of the Properties. No tree disturbing activity, as defined in Part 10, Chapter 2 of the Code, shall be permitted in tree conservation areas in violation of the Code. Any tree disturbing activity undertaken in tree conservation areas or in permanently protected undisturbed open space areas shown on recorded plats of the Properties without a permit from the City or otherwise in violation of the Code is a violation of the Code and may result in significant financial consequences to the Owner and to the Person responsible for such tree disturbing activity. Owners and their agents may, however, with the consent of both the City and of the Association, enter tree conservation areas to perform active tree protection measures (as defined in the Code), to plant trees, to remove dead or diseased trees, or to plant replacement trees, provided, however, that Association consent shall not be required, unless otherwise required by other provisions of this Declaration or Governing Documents, if the tree conservation area in which the Owner desires to perform active tree protection measures or plant trees, remove dead or diseased trees and to plant replacement trees is located on that Owner's Lot.

Section 9. Insurance. Commencing not later than the time of the first conveyance of a Lot to a Person other than the Declarant, the Association shall procure and Maintain (i) hazard insurance on the Common Area, insuring against all risk of loss commonly insured against, including fire and extended coverage of peril, and (ii) liability insurance, in an amount of not less than one million dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use ownership or Maintenance of Common Area. The Association shall obtain and Maintain such other insurance as required in this Declaration or such other forms of insurance, and in such coverage amounts, as determined by the Board to be required or beneficial for the protection or preservation of the Common Area and other property of the Association or otherwise is in the best interests of the Association. The premiums for such insurance shall be a Common Expense paid from the annual assessments as established pursuant to this Declaration.

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Section 10. Indemnification. No immunity, exculpation or indemnification provision of this Declaration shall relieve one or more Owners from its liabilities as an Owner under this Declaration and other Governing Documents.

Section 11. On-Street Parking. Any restriction on the right to park vehicles on public streets contained in this Declaration shall only be applicable to the Owners and their family members and tenants.

Section 12. Sight Triangles. No sight obstructing or partially obstructing wall, fence, foliage, berm, parked vehicle or sign between two feet and eight feet tall, as measured above the curb line elevation or the nearest traveled way if no curb exists, shall be placed within any area designated on a recorded map of the Properties as a sight triangle or other similar designation. An easement over sight triangles is reserved for the benefit of the Declarant, the Association, and the City, and their respective agents and contractors for the purpose of removing any such obstruction, and a Person entering onto a Lot pursuant to such easement for the purpose of removing such obstruction shall not be deemed a trespasser and shall not be liable for damages to the Association or the Owner of the Lot with respect to the obstruction removed from the site triangle. It shall be the responsibility of the Association (as to Common Area) or Owner of the Lot, as soon as reasonably practicable following removal of any obstruction from the sight triangle, to restore the portion of the Properties previously occupied by the removed obstruction to the condition required or permitted by the Code and the Governing Documents.

Section 13. Annexed Property. Real property which was not part of the City-approved development, or real property that was part of the City-approved development but which was not subjected to this Declaration at the time of its initial recording, may be annexed to this Declaration and made part of the Properties as Annexed Property, provided that all of the following conditions are met with respect to the real property to be annexed:

- (a) the Annexed Property is contiguous to the Properties or directly across a street from the Properties;
- (b) any development of the Annexed Property is first approved by the City;
- (c) annexation of such Annexed Property meets any other applicable requirements of this Declaration; and
- (d) contemporaneously with either the development of the Annexed Property or the recording of the plat of the Annexed Property, whichever first occurs, an Annexation Declaration shall be recorded in the Registry.

No Annexation Declaration shall be valid without the prior written approval of the Raleigh City Attorney or his/her deputy. Evidence of such approval shall be indicated by the signature of the City Attorney or his/her deputy on the recorded original or copy of the Annexation Declaration. Any Annexation Declaration recorded without the required City approval is void *ab initio*. An Annexation Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Annexed Property and as are not inconsistent with the general scheme of this Declaration. Each Annexation Declaration shall state that title to the Common Area that is included within the Annexed Property shall be conveyed to the Association no later than the time of the conveyance of the first Lot within the Annexed Property, and any Open Space in the Annexed Property shall be conveyed in fee simple without any encumbrances except drainage, greenway, utility and conservation easements and this Declaration. Open Space in the Annexed Property is subject to all Code and Declaration provisions relating to Open Space. Each Annexation Declaration shall state the amount of the Stormwater Assessment for Lots in the annexed Property when required by Part B, Section 6 of this Article.

Annexation of the Annexed Property shall be effective upon the later of the recording of the Annexation Declaration in the Registry or such later date as specified in the Annexation Declaration, and the Annexed Property described therein shall be subject to all of the provisions of this Declaration to the extent made

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applicable by the Annexation Declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration and other Governing Documents of the Association. Each Owner of a Lot in Annexed Property shall be a Member of the Association, and the Annexed Property and each Owner of any portion thereof shall be subject to assessment by the Association in accordance with the terms of this Declaration, the Annexation Declaration, other Governing Documents, the Code, and the Stormwater Agreement, as applicable. The Association shall have the duties, responsibilities and powers set forth in this Declaration and other Governing Documents with respect to Annexed Property. Except as may otherwise be expressly provided in this Declaration or any Annexation Declaration, the Properties, including the Annexed Property, shall be managed and governed by the Association as an entirety. Assessments for Common Expenses collected from Owners in the Annexed Property may be expended by the Association for Common Expenses anywhere in the Properties without regard to the particular phase, area or subdivision from which such assessments came.

Section 14. Access Easement for Repair of Structures. A perpetual access easement over an adjoining Lot hereby is established in favor of each Owner or tenant of a residence or business, and the contractors of such Owner or tenant, whose residence or business is located closer than five (5) feet from an adjoining Lot line, for the purpose of allowing the residence or business to be Maintained. No fence, wall, storage shed, or similar structure or any other kind of obstruction shall be permitted in the easement area that will obstruct access to the residence or business.

Section 15. Access for Governmental Agencies. A non-exclusive, perpetual right of access over all Lots and Common Areas (including private streets, if any) in the Properties is hereby established for the benefit of Governmental Entities for installing, removing and reading water meters, Maintaining and replacing water and sewer facilities, fire lines, and acting for other purposes consistent with public safety and welfare, including law enforcement, fire protection, animal control, emergency services, garbage collection and the delivery of mail.

Section 16. Conveyance or Dedication of Common Areas. Common Areas, including Open Space, shall either be conveyed to the Association in fee simple without any encumbrances except this Declaration, drainage, greenway, utility and conservation easements of record at the time of conveyance, and the lien of real property taxes not yet due and payable, or conveyed to the City as allowed or required under the Code. Common Areas may be conveyed to the City free of part or all of the provisions of this Declaration, as determined by the Declarant and the City. Title to Common Areas shall be conveyed to the Association or to the City no later than the time of the conveyance of the first Lot within the applicable phase of the Properties. The Association shall accept all Common Areas, including the improvements installed thereon by the Declarant, deeded to it and/or dedicated to it on any recorded plat of the Properties, whether or not the conveyance or dedication occurs prior to the time of the conveyance of the first Lot within the applicable phase of the Properties.

Section 17. Private Utility Lines. Any water or sewer line that serves more than one Lot and which is either located outside of any public street right-of-way or outside of any City utility easement shall be owned and Maintained by the Association as Common Area. In no case shall the City or the State of North Carolina be responsible for Maintaining any such private utility line or be responsible for the consequences for any blockage, backflow, break or leak in said utility line. Such responsibility shall rest with the Association (or applicable Sub-Association) and Owners of Lots within the Properties. Accordingly, the City shall not be responsible for failing to provide regular or emergency utility services to any cluster unit development, unit Ownership (condominium) development, group housing development, townhouse development, or manufactured home park or their occupants when such failure is due to inadequate design or construction, blockage, backflow, leakage, inadequate maintenance, or any other factor within the control of the Declarant, the Association, or the Owners or occupants of the Properties.

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The provisions of this Section shall be incorporated into all conveyances of any part or all of the Properties, which incorporation may be by reference to this Declaration. Provided, however, the provisions of this Section and all other provisions of this Declaration are applicable to the portions of the Properties conveyed and the Owners thereof, whether or not any such provisions are incorporated into the conveying documents.

Section 18. Landscape Easements. The Association shall be responsible for Maintaining and replanting any shrub or tree located within any area designated on a recorded map of the Properties as a landscape easement or similar designation. Association expenses for Maintaining or replanting any shrub or tree located in a landscape easement or similar designation are Common Expenses. Whenever a slope easement co-exists, in whole or in part, within a designated landscape easement, and any future public improvement adjacent to the slope easement removes or causes any of the shrubs or trees within the slope easement to die or become unhealthy (as defined in Part 10 Chapter 2 of the Code), it shall be the responsibility of the Association to replace the shrubs and trees in accordance with the minimum applicable quantity, size and spacing requirements of the Code within one-hundred and eighty days of completion of the public improvement. Within any area designated on recorded maps of the Properties as a landscape easement or similar designation, no vegetation shall be removed without the prior written consent of the Association. Notwithstanding the foregoing, no Governmental Entity shall be required to obtain the consent of the Association when working within slope easements, greenway easements or construction easements.

PART B
STORMWATER
(CODE SECTIONS 10-5007 and 10-9027)

Section 1. Stormwater Control Measures. The Code requires that stormwater runoff from the Properties be controlled and nitrogen loading from stormwater runoff from the Properties be reduced. To comply with the Code, Stormwater Control Measures will be installed by the Declarant and Maintained by the Association as Common Area or Limited Common Area (or by a Sub-Association as Sub-Association Common Area or Sub-Association Limited Common Area) in strict compliance with the Stormwater Operations and Maintenance Manual and Budget attached to the Stormwater Agreement for the Properties so that, at all times, the Stormwater Control Measures shall perform as designed and shall comply with the Stormwater Agreement, the Code and applicable regulations, rules and directives of the City. The expenses for Maintenance of Stormwater Control Measures by the Association shall be Common Expenses (or, if applicable, Limited Common Expenses). Failure to Maintain the Stormwater Control Measures is a violation of the Code potentially subjecting each Owner of a Lot to significant daily civil penalties and other enforcement actions.

Section 2. Creation of Stormwater Assessments. Each Owner, by execution of this Declaration or by acceptance of a deed or other instrument conveying title to a Lot, whether or not it shall be so expressed therein, is deemed to covenant and agree to pay to the Association (or to any Person who may be designated by the Association to collect such monies) a Stormwater Assessment, as hereinafter defined, established and collected as hereinafter provided, and each Owner of a Lot, by acceptance of a deed or other instrument conveying title to a Lot, whether or not it shall be so expressed therein, is deemed to covenant and agree to pay to the Association (or to any person who maybe designated by the Association to collect such monies) such Stormwater Assessment. For calendar year 2006, the Stormwater Assessment is \$2,247.30. Stormwater Assessments shall commence with respect to each Lot on the later of the date on which this Declaration or applicable Annexation Declaration is recorded or the date on which a plat is recorded establishing the Lot. The annual budget for the

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Association shall include a line item evidencing the Stormwater Assessments, and the amount budgeted shall be sufficient to satisfy the total annual inspection, management and Maintenance budget for the Stormwater Control Measures as set forth in the Stormwater Operations and Maintenance Manual and Budget attached to the Stormwater Agreement as an exhibit, and any replacement contribution payment owed to the City pursuant to the Stormwater Agreement. The Association shall honor its obligations under the Stormwater Agreement, and the Association shall assess the Stormwater Assessment. The Declarant and each Owner of a Lot shall be obligated to pay the Stormwater Assessment, whether or not the annual budget contains the required line item for the Stormwater Assessment, and whether or not the annual budget is ratified by the Members of the Association. No vote of the Owners is required to levy, collect, or foreclose a Stormwater Assessment. Stormwater Assessments shall be paid to the Association at the same time annual assessments are due.

In the event of nonpayment of any Stormwater Assessment for a period of thirty (30) days or longer after the payment due date, such Stormwater Assessment, together with interest at a rate not to exceed the highest rate allowed by North Carolina law), as computed from the date the delinquency first occurs, late charges, and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land upon the filing of a claim of lien, in the manner provided in G.S.47F-3-116(g), in the office of Clerk of Superior Court in the County in which the Lot is located and shall be a continuing lien upon each Lot against which the assessment is made until paid in full. The lien may be foreclosed in accordance with North Carolina law, or in any other manner permitted under the Act or by law. When the holder of a first mortgage or first deed of trust of record or other purchaser of a Lot who obtains title to the Lot as a result of a foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors, and assigns shall not be liable for the Stormwater Assessments against such Lot which became due prior to the acquisition of title to such Lot by such purchaser. In such instances, such unpaid assessments shall be deemed Common Expenses collectible from all Owners, including the new Owner.

Each Stormwater Assessment, together with late charges, interest, the costs of collection thereof, including attorney's fees, shall also be the personal obligation or corporate obligation of each Person who was the Owner of the Lot at the time when the Stormwater Assessment first became due and payable. If more than one Person held an ownership interest in the Lot at the time the Stormwater Assessment first became due, then each Person shall be both jointly and severally liable. An Owner's personal obligation for payment of Stormwater Assessments shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amount due is paid.

The creation of the Stormwater Assessments is for the benefit of the City, and the Stormwater Assessments may be collected and enforced by the City as provided herein and in the Code.

Section 3. Purpose of Stormwater Assessments. The Stormwater Assessments to be levied by the Association against each Lot shall be used as follows:

(a) to pay the actual and estimated expenses incurred or anticipated to be incurred by the Association, including any reasonable reserve funds, under any Stormwater Agreement, including Maintenance of the Stormwater Control Measures in strict compliance with the Stormwater Operations and Maintenance Manual and Budget attached to the Stormwater Agreement as an exhibit, so that, at all times, the Stormwater Control Measures shall perform as designed and shall comply with the Stormwater Agreement, the Code, applicable regulations and rules and directives of the City;

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(b) to pay all legal, engineering and other professional fees incurred by the Association in carrying out its duties as set forth herein, or in the Governing Documents, or in the Stormwater Agreement in connection with the Stormwater Control Measures; and

(c) payments to the City pursuant to the Stormwater Agreement.

Section 4. Assignment of Collection Rights and Lien Rights the City. Pursuant to the Stormwater Agreement and G.S.47F-3-102(15) of the Act, the Association has assigned to the City its rights to collect Stormwater Assessments, its rights to file liens against the Lots, and the right to foreclose on those liens for monies owed by the Association to the City pursuant to the Stormwater Agreement. The Association shall have a license to collect Stormwater Assessments, to file liens against the Lots, and to foreclose on those liens for monies owed by the Association to the City pursuant to the Stormwater Agreement until such time as the City notifies the Association in writing that it has elected to exercise its right to collect Stormwater Assessments, to file liens against the Lots, and/or to foreclose on those liens for monies owned by the Association to the City pursuant to the Stormwater Agreement. Declarant hereby irrevocably authorizes and directs each Owner to rely upon any written notice sent to such Owner by the Association that the City has elected to exercise its rights hereunder and thereafter to pay Stormwater Assessments directly to the City without any obligation or right to inquire otherwise until such time such Owner receives written notice from the City to pay the Stormwater Assessments directly to the Association. As the assignee of the Association's collection and lien rights, upon the filing of a claim of lien by the City, any such lien may be foreclosed in like manner as a mortgage on real estate pursuant to power of sale under Articles 2A of Chapter 45 of the General Statutes from and after the time of recording a claim of lien in the office of the clerk of superior court of the county in which the Lot is located; which claim of lien shall state the description of the Lot(s) encumbered by the claim of lien, the name and address of the Association and of the City, the record Owner(s) of the encumbered Lot(s) at the time the claim of lien is filed, and the amount of the lien claim. The claim of lien shall be filed any time after a period of thirty (30) days or longer of default and the lien shall continue in effect until all sums secured by the lien as herein provided shall have been fully paid. Such claims of lien shall include all sums that are due and payable when the claim of lien is filed, plus late charges, interest at the rate set forth in the Stormwater Agreement, but not to exceed eighteen percent (18%) per year, collection costs, and reasonable attorney's fees. Any lien claim filed by the City shall be signed by the City Manager. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record.

Section 5. Effect of Assignment. Each Owner of a Lot, by acceptance of a deed or otherwise, vests in the City, as the assignee of the Association's collection and lien rights for the Stormwater Assessments, the right and power, upon nonpayment of the Stormwater Assessments by the Association, to bring all actions against each Owner, personally, for the collection of such charges as a debt or to foreclose the lien, which charges and lien amounts shall equal a pro-rata share of the Stormwater Assessments for each Owner. The lien provided for in this Article shall be in favor of the City and shall be for the benefit of all Owners.

Section 6. Annexation of Additional Property. As set forth in this Declaration, additional real property from time to time may be annexed to the Properties and subjected to this Declaration. Such Annexed Property shall also be subjected to existing Stormwater Agreements and/or new Stormwater Agreements, in accordance with the following:

In connection with the recording of an Annexation Declaration, either a new Stormwater Agreement and/or an amendment to an existing Stormwater Agreement (as determined by the City) shall be entered into among the City, Declarant, and Association to address the Stormwater Control Measures of the Annexed Property. Except in those instances where the Stormwater Agreement already contains contribution payments for the

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Annexed Property, the Annexation Declaration shall establish a new Stormwater Assessment for the Lots in the Annexed Property with respect to all new Stormwater Control Measures located in or serving such Annexed Property, and such new Stormwater Control Measures shall be designated as Common Area or Limited Common Area, as appropriate, on the recorded plat(s) of the Annexed Property. The new Stormwater Assessment shall be sufficient to Maintain the new or additional Stormwater Control Measures in or serving the Annexed Property and to pay the applicable replacement contribution payments to the City under the new or amended Stormwater Agreement, and such Stormwater Assessment shall be assessed against the Owners of the Lots of the Annexed Property and Owners of the existing or future Lots served by the same Stormwater Control Measures.

Section 7. Drainage Easement. The Declarant dedicates, establishes and declares to and for the benefit of each Lot, the Common Area and each Owner hereof:

(a) a perpetual, irrevocable and nonexclusive easement, right and privilege to discharge and store surface water drainage from such Lot or Common Area into the Stormwater Control Measures situated in private drainage easements that serve the Properties, whether located on or off of the Properties, and

(b) a perpetual, irrevocable and non-exclusive easement, right and privilege to use and Maintain Stormwater Control Measures, including the right of access to and from the private drainage easements and other portions of the Properties as reasonably necessary to Maintain the Stormwater Control Measures.

Section 8. Joint and Several Liability. Each Owner of any portion of the Properties served by Stormwater Control Measures is jointly and severally responsible for Maintenance of such Stormwater Control Measures, including payment of any unpaid *ad valorem* taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the Stormwater Control Measures, and including all interest charges thereon, together with the costs and expenses of collection incurred by the City or other collecting Person, including court costs and reasonable attorney's fees actually incurred. Each Owner of any portion of the Properties served by the Stormwater Control Measures has a right of contribution against all other Owners of other portions of the Properties served by the same Stormwater Control Measures for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's prorata share thereof, such prorata share being determined either by other assessment provisions of this Declaration or by dividing the acreage of such Owner's portion of the Properties served by the Stormwater Control Measures by the total acreage of the Properties served by the same Stormwater Control Measures.

Section 9. Relocation of Drainage Easements. Drainage easements situated on the Properties may be relocated only by a written agreement signed by the Association - upon approval of the Board of Directors without vote of the Members - and by the Owners of all portions of the Properties on which the drainage easement then is located, and by the Owners of all portions of the Properties on which the drainage easement is to be relocated. The consent of tenants and Mortgagees of the affected Lots shall not be required for the relocation to be effective. All relocations of a drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated drainage easement will not cause any adverse stormwater runoff unto adjoining properties.

Notwithstanding anything herein to the contrary, no relocation of any drainage easement shall be valid without the prior approval of the Raleigh Chief Engineer or his/her Deputy. City approval shall be evidenced by the signature of the Raleigh Chief Engineer or his/her Deputy on the recorded plat or other instrument of the relocation. Any relocation, without the required City signature is void *ab initio*.

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Relocation of a drainage easement is valid from the later of the time of either recording of the plat or other instrument of relocation in the Registry or such later date specified therein.

PART C
CLUSTER UNIT DEVELOPMENT
(CODE SECTIONS 10-2101, 10-3071 and 10-3073)

Any portion of the Properties that is part of a "cluster unit development", as that term is defined in the Code, is subject to all of the following:

Section 1. Open Space. In addition to other provisions of this Article (see e.g., Part A, Sections 6, 16 and 17), all Open Space is subject to the following:

(a) **Preservation.** Open Space and private streets shall be preserved for the perpetual benefit of the Owners of the Lots within the Properties, and shall be restricted against private or public ownership for any other purpose except acquisition by condemnation or in lieu of condemnation and the granting of utility, drainage, conservation and greenway easements.

(b) **Exchange.** Open Space shall not be subsequently subdivided or conveyed by the Association. However, nothing herein shall prevent the exchanging of Open Space for other properties when all of the following are met:

- (1) written notice of the exchange is given to each Member of the Association;
- (2) after the notice is given, those Members having the minimum percentage of votes in the Association required by the Act or any greater percentage required by this Declaration gives written approval of the exchange;
- (3) the exchanged properties and other considerations are of like value and utility;
- (4) the acreage and configuration of the remaining Open Space (including real property to be received by the Association in such exchange) equals or exceeds the requirements of the Code; and
- (5) the exchange is approved by the Planning Director of the City.

(c) **Dissolution.** If the Association is dissolved, the Open Space shall first be offered to the City, and, if accepted, deeded to the City.

(d) **Recreation.** Recreational uses located in Open Space and other Common Areas shall comply with the provisions of Code Section 10-2072 related to recreational use related to a residential development, other than a single-family dwelling unit. Membership fees shall not be charged to non-members of the Association for any recreation facility located in a residential zoning district unless the facility is owned by a non-profit entity and a special use permit is first obtained from the Raleigh Board of Adjustment in accordance with Code Section 10-2144(b), "Recreational Use Restricted to Membership - Not for Profit".

(e) **Mortgaging of Open Space.** Open Space may be subjected to a security interest with the written approval by those Members who have the minimum percentage of votes in the Association required by the Act

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or any greater percentage required by this Declaration, and provided that the rights of the mortgagee are subordinate to the rights of the Owners and the Association.

Section 2. Residential Density Transfers. The Properties are developed as a cluster unit development approved by the City. Residential density transfers are permitted in a cluster unit development as allowed in the Code. Accordingly, even though some Lots may appear to contain enough land area to construct additional dwelling units or create additional Lots, prior density transfers approved within the cluster unit development may, in fact, preclude City approval of additional dwellings or further subdividing of Lots.

Section 3. Development Rights. Development rights retained by the Declarant as special Declarant rights, including the right to add real estate to the cluster unit development, to add dwelling units, to add Common Areas, to change dwelling unit types within the cluster, or to reallocate units within the cluster, as well as all conditions and limitations applied to the exercise of any such development rights, are described in other Articles and Sections of this Declaration. Exercise of any of the development rights described in this Section is subject to the prior approval of the City.

Section 4. Addition of Land. The maximum amount of land that can be added to the cluster unit development is as follows: unlimited acres.

Section 5. Number of Dwelling Units. The maximum number of dwelling units and the maximum number of dwelling units per acre that can be contained in the cluster unit development, or transferred to portions of the cluster unit development without rezoning the real property to another zoning classification for additional dwelling units, are as follows (for purposes of this Section, the cluster unit development includes all portions of the Properties initially subjected to this Declaration that are part of the cluster unit development, together with all Annexed Property that becomes subject to this Declaration and is part of the cluster unit development):

- (a) maximum number of dwelling units allowed in the cluster unit development is 86;
- (b) maximum number of dwelling units per acre allowed in the cluster unit development is 4.5;

Section 6. Common Party Walls. All common party walls between individual residences shall conform to the requirements of the North Carolina State Building Code. The following rules also apply to common party walls between individual residences:

(a) Each wall which is shared by residences and placed on the dividing line between the residences shall constitute a common party wall and, to the extent not inconsistent with the provisions of this Section or the Code, the general rules of law regarding common party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable Maintenance of a common party wall shall be shared by the Owners of the residences that share the common party wall, in proportion to such use. Provided, however, each Owner is responsible for usual and routine Maintenance (for example, painting) of the portion of any party wall on the inside of such Owner's residence.

(c) If a common party wall is destroyed or damaged by fire or other casualty, any Owner of a residence which shares such common party wall may restore or repair it, and the Owners of the other residences which

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share the restored or repaired common party wall shall, within twenty-one (21) days of the receipt of a request for payment and invoices showing the cost of such restoration or repair, contribute to the cost of the restoration or repair thereof (or reimburse the Owner who has paid such costs) in proportion to their use of the common party wall, without prejudice, however, to the right of any such Owner to demand a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Section, an Owner of a residence which shares a common party wall who, by such Owner's negligent or willful act or omission, damages or causes the common party wall to be exposed to the elements shall bear the entire cost of the necessary repair or restoration.

(e) The right of any Owner to contribution from any other Owner under this Section with respect to all matters occurring prior to the transfer of title of the Lot to a subsequent Owner may be retained by the transferring Owner to the extent that the transferring Owner paid any expenses for which contribution is available; otherwise, the right of contribution shall be transferred to the subsequent Owner. The amount owed shall constitute the personal debt of the Owner from whom it is owed, and the Owner to whom the contribution is owed shall have all remedies available at law or in equity to enforce such Owner's right of contribution. An Owner's obligation for contribution is appurtenant to and shall run with title to such Owner's Lot.

(f) An Owner who desires to sell a residence, or the prospective purchaser of such residence, may request the Owners of each other residence which shares that common party wall to provide a certificate stating whether or not such certifying Owner has any right or obligation of contribution with respect to such common party wall against the Owner who desires to sell. Each certifying Owner from whom such certificate is requested, shall, within ten (10) days after receipt of a written request for certification, furnish same to the requesting Owner or purchaser, as applicable, either confirming that no right of contribution exists or stating the amount of and reasons for the contribution claimed against the requesting Owner. A certificate signed by any one or more of the Owners of a residence which shares a common party wall with the residence of the requesting Owner shall be conclusive evidence of its contents with respect to all other Owners of that residence and with respect to third parties.

(g) Each Owner of a residence which shares a common party wall with one or more other residences and such Owner's contractors and subcontractors shall have an easement and right of entry upon such other residences or businesses to the extent reasonably necessary to repair, restore, Maintain or reconstruct the common party wall. Such repair, restoration, Maintenance or reconstruction shall be done expeditiously and, promptly upon completion of the work, the Owner on whose behalf the work is being done shall restore all portions of the adjoining residences or businesses damaged as a result thereof to substantially the same condition as that which existed at the time the work commenced.

ARTICLE II MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

The Association shall have two (2) classes of voting Members. The Class A Members of the Association shall be the individual Owners of each Lot, and the Class B Member shall be Declarant. Class A membership shall be appurtenant to and may not be separated from the ownership of a Lot. The Members' voting rights shall be set forth in the bylaws of the Association (the "Bylaws").

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The Class B membership shall terminate at such time as all of the Class B Member's ownership and beneficial interests in the Subdivision Property shall cease or at such earlier time as the Class B Member shall choose.

The Association shall be governed by the Board in accordance with the Bylaws. Notwithstanding any provisions to the contrary contained in this Declaration or in the Bylaws, Declarant shall have the right to appoint or remove by written notice to the Board and any member or members of the Board any officer or officers of the Association until such time as the first of the following events occurs: (i) Declarant no longer owns any portion of the Properties; or (ii) Declarant surrenders the authority to appoint and remove members of the Board and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant.

ARTICLE III PROHIBITED USES

Section 1. Residential Use of Lots. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single family dwelling and any other outbuilding or structure customarily incident to such residential use; subject, however, to the provisions set forth herein. No Lot shall be used for advertising or conducting a business. No Lot shall be used for the purpose of generating rental income. These restrictions do not prohibit Declarant from using any Lot or Lots and any single family dwelling thereon for office, sales or display purposes.

Section 2. Building Line Requirements.

- a. All permanent structures, including any accessory structure or building incidental to residential use, must adhere to the minimum building setback lines of Raleigh City Code.
- b. Any existing structure that does not comply with Declarant's established restrictions may remain as is, but may not be altered to further violate the setback requirements. In the event of unintentional violations Declarant would have the right to change or waive the restrictions as long as those changes or waivers don't violate the Raleigh City Code.
- c. All detached outdoor structures accessory and incidental to residential use, including storage sheds, must be located to the rear of the house.

Section 3. Use of Outbuildings, Outdoor Storage Buildings and Similar Structures. No temporary structure shall be allowed to remain on any Lot. No trailer, mobile home, tent, garage, barn or other similar structure shall be used as a residence temporarily or permanently. Outdoor storage buildings (sheds) must be structurally sound and outward appearance must be consistent with the house located on the Lot, including the approximate color of vinyl siding on the house.

Section 4. Parking. No parking is permitted on any Lot except in designated areas as identified by pavement or gravel, and such designated parking area must be an extension of an original driveway. If gravel is used it must be contained by borders. No parking is allowed on the sidewalk. No inoperable vehicle or vehicle with an expired tag and/or an expired inspection sticker is allowed to remain on any Lot for more than 30 days.

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Section 5. Clotheslines. Clotheslines in the front yard are prohibited. Fences and porch railings cannot be used as clotheslines.

Section 6. Animals. All animals kept at any Lot must be maintained in accordance with local ordinances.

Section 7. Signs. No advertising, business or commercial signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot with the exceptions of : (i) a single sign "For Sale", which sign shall not exceed two feet by two feet in dimension and shall only refer to the premises on which it is displayed, (ii) temporary political signs which shall not exceed five square feet in dimension, and (iii) permanent and temporary signs of Declarant on or above any unsold Lot.

Section 8. Recreational or Exercise Equipment. All swing sets and similar recreational and exercise equipment must be located to the rear of the main dwelling. Basketball goals may be located at paved surfaces on the side or rear of the property within Lot line.

Section 9. Outside Furniture. No furniture designed specifically for indoor use is allowed on the exterior of the house. Exterior furniture designed for outside areas may be placed in the outside areas of any Lot.

Section 10. Bulky Items. Any item that cannot be disposed of properly in a closed container must be coordinated with the City of Raleigh for special pick-up and must be placed at the street neatly no more than 24 hours in advance of pick-up date.

Section 11. Nuisances, Unsightly Materials and Maintenance of Lot. All Lots must be maintained in accordance with local ordinances.

Section 12. Antennas; Aerials; Satellite Dishes. No antenna, satellite dish or other reception device having a diameter or diagonal measurement greater than 24 inches shall be installed on any Lot. The antenna, satellite dish or other reception device of appropriate size shall be located on the rear portion of the house, which is least visible from public view.

Section 13. Walls, Fences and Hedges. No fences higher than six feet are permitted on any Lot. Fences are only permitted along the perimeter beginning at the front corners of the house, any porch structure excluded, to each side Lot line and extending to the rear perimeter of the Lot. Chain link fences will not be permitted on any Lot. This restriction shall run with the land and be binding upon an Owner and its successors and assigns. Landscapes will be allowed in the front yard but vegetable gardens will not be permitted except in the back yard of a Lot.

Section 14. Garbage Cans, Lawnmowers Etc. No garbage can, lawnmower or similar equipment may be kept in the front yard of any Lot. Any garbage cans, lawnmowers or similar equipment maintained, kept or stored on the side of any house on any Lot shall be screened by adequate planting or fencing so as to conceal the same from the view of neighboring owners and streets.

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Section 15. Subdivision of Lot. No Lot may be further subdivided into any smaller Lot.

Section 16. Changing Elevations. No Owner shall excavate or extract earth from the property for any business or commercial purpose. No elevation changes shall be permitted which materially affect stormwater runoff or the surface grade of surrounding Lots.

Section 17. General Prohibitions. In addition to and without limiting the foregoing, the following shall not be permitted on any portion of the Properties: labor camps; commercial storage of building or construction materials (except temporarily in connection with construction of structures by Owners of Lots as is permitted herein); manufacturing, industrial, or warehouse operations (except for storage of goods or inventory in connection with a permitted retail or office use); dry cleaners (except for pick-up stations with no plant on the premises, which pick-up stations are expressly permitted); smelting of iron, tin, zinc or other ores; refining of petroleum or of petroleum products; flea markets; open air stalls; rodeos; tattoo parlors; sales lots for prefabricated structures; tire recapping plants; farm and heavy construction equipment and implement sales, leasing, service, storage and similar activities; truck terminals; lumber, planing or sawing mills; pulpwood yards; storage yards; taxidermy; cemeteries (public and private); commercial poultry, livestock and swine production; cattle feeder lots or fur-bearing animal rearing or breeding farms; abattoirs; junk yards; baling, storage or processing of scrap metal, glass, paper or rags, or storage or processing of wrecked or junked motor vehicles; quarries; race tracks; raceways or dragstrips; truck stops; sanitary landfills or garbage disposal areas; trailer or mobile home parks; any type of outdoor storage; or massage parlor, cinema or bookstore selling or exhibiting material of a pornographic or adult nature. No Lot or other portion of the Subdivision Property shall be used for any business the operation of which would result in the generation, storage or disposal of any flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances") including, but not limited to, (i) any asbestos or insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous substance, material or waste defined as such in (or for the purposes of) the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Safe Drinking Water Act, 15 U.S.C. §2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. §651 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., any so-called state or local "Superfund" or "Superlien" laws, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance ("Environmental Laws").

ARTICLE IV EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Each Owner is responsible for Maintaining the exterior of the improvements on his or her Lot. After thirty (30) days written notice to an Owner specifying any required Maintenance, the Association shall have the right but not the obligation to provide (a) Maintenance upon any Lot that is subject to Assessments under Article I hereof. Such Maintenance includes (but is not limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, windows, doors, and exterior improvements on any Lot, and removal of any sign in violation of this Declaration. Maintenance as to a Lot

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may also include the mowing of grass, the removal of weeds, the trimming of shrubs, and the removal of trash and litter.

Section 2. Assessment of Cost on Exterior Maintenance. The cost of any such Maintenance performed by the Association shall be assessed against the Lot upon which such Maintenance is done and shall be treated as a Special Assessment enforceable as described in Article I of this Declaration, and shall be a personal obligation of the Owner, becoming due and payable in all respects as provided herein.

ARTICLE V MISCELLANEOUS

Section 1. Notice, Quorum and Approval for Action. All requirements for notices, quorum and approval for any action authorized under this Declaration above shall be as specified in the Bylaws.

Section 2. Commencement and Collection of Annual Assessments; Payment of Assessments. Annual assessments imposed by the Association as provided in the Bylaws or this Declaration, if any, shall be payable in two (2) equal installments, with the first such installment due on the first day of March of any given calendar year, and the second such installment due on the first day of September of any given calendar year. Any Owner who acquires a Lot after the assessment date shall only be responsible for his or her pro rata portion of the annual assessment.

Section 3. Dissolution or Insolvency of the Association. In the event that the Association becomes insolvent, is dissolved or, for any reason whatsoever, loses the ownership of any of the Common Area, the Owners of Lots having an interest in such Common Area shall, so long as shared Stormwater Control Measures are required by the City of Raleigh, form a North Carolina non-profit corporation substantially in the same form as the Association and assign to it the duty and authority to assess on a per Lot basis all Lots using such Common Area whereupon such corporation shall maintain such Common Area in the same manner that the Association is empowered to do so by this instrument with the same right of lien for assessments provided for herein.

Section 4. Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, easements, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

Section 5. Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6. Amendments. Without limiting the Requirements of Article 1, Part A, Section 4 of this Declaration the covenants and restrictions contained herein may be amended by duly recording an instrument executed and acknowledged by not less than sixty seven percent (67%) of the members of each class of the Association.

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If the Association ever amends the Declaration the Association will use the following provision:

"CERTIFICATION OF VALIDITY OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTIRCTIONS OF HABITAT FOR HUMANITY DOWLING RIDGE"

By authority of its Board of Directors, the Habitat For Humanity Dowling Ridge Association, Inc. hereby certifies that the foregoing instrument has been duly approved or executed by the Owners of sixty-seven percent (67%) of the Lots of the Habitat For Humanity Dowling Ridge and is therefore a valid amendment to existing Declaration Of Covenants, conditions and Restrictions For Habitat For Humanity Dowling Ridge.

Habitat For Humanity Dowling Ridge
Association, Inc.

By: _____
President

Section 7. Subordination. No breach of any of the conditions contained in this Declaration or re-entry by reason of the breach shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Properties or any Lot in the Properties; provided, however, that such condition shall be binding on any Owner whose title is acquired by foreclosure, trustee sale or otherwise.

Section 8. Duration. The covenants and restrictions of this Declaration shall be appurtenant to and shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of thirty (30) years from the date of the filing of this Declaration in the Office of the Register of Deeds for Wake County, North Carolina, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the Owners of at least eighty percent (80%) of the Lots.

Section 9. Governing Law. This Declaration shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without reference to conflict of laws principles.

Section 10. Termination of Prior Contracts. Except for the Governing Documents any contract or agreement relating to the Properties which was entered into by Declarant or the Association prior to the election of the Board of Directors by a full vote of all the Members may be terminated by the Association without penalty upon not less than ninety (90) days notice to the other party if it is found that the contract or agreement is not bona fide or is unconscionable to the Members at the time entered into under the circumstances then prevailing.

Section 11. Stormwater Agreement. The Stormwater Agreement is more particularly setout on Exhibit B attached hereto and incorporated herein by reference.

(The remainder of this page is intentionally left blank. Signature page follows.)

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

DECLARANT:

HABITAT FOR HUMANITY OF WAKE COUNTY, INC.,
a North Carolina nonprofit corporation

By: Frances Westmeyer
Name: FRANCES WESTMEYER
Title: VICE PRESIDENT

STATE OF NC

COUNTY OF Wake

I certify that the ^{foregoing} following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President.

Date: 4/12, 2006.

Helen B. Jordan
printed name: Helen B. Jordan, Notary Public

My commission expires: 1/23/09

(Official Seal)



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EXHIBIT A

Legal Description of Subdivision Property

BEING all of Lots 1 through 87, inclusive, as shown on that certain subdivision plat entitled "Subdivision Plat of Dowling Ridge Habitat for Humanity," prepared by Bass, Nixon, & Kennedy, Inc., dated April 21, 2006, recorded in Book of Maps 2006, Pages 862-863, Wake County Registry.

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EXHIBIT B

Stormwater Agreement

3K011948PG02005

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: Book of Maps 2006, Pages 862 and 863
Mail After Recording To: City Attorney's Office
Post Office Box 590
Raleigh, North Carolina 27602
Attn: Donna Hester

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**STORMWATER REPLACEMENT PROTECTION EASEMENT
AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT
REPLACEMENT CONTRIBUTION**

THIS STORMWATER REPLACEMENT PROTECTION EASEMENT AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT REPLACEMENT CONTRIBUTION (the "Agreement") made this 1 day of May, 2006, by and between HABITAT FOR HUMANITY OF WAKE COUNTY, INC., a North Carolina nonprofit corporation, whose address is 2400 Alwin Court, Raleigh, North Carolina 27604 (hereinafter referred to as "Developer"), and HABITAT FOR HUMANITY DOWLING RIDGE HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, whose address is 2400 Alwin Court, Raleigh, North Carolina 27604 (hereinafter referred to as the "Association") (Developer and Association collectively referred to as "Grantors"), with, to and for the benefit of the CITY OF RALEIGH, a municipal corporation of the State of North Carolina, whose address is P. O. Box 590, Raleigh, North Carolina 27602 (hereinafter referred to as the "Grantee" or the "City"). These parties shall hereinafter sometimes be referred to collectively as the "Parties", and individually as a "Party".

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of that certain property situated in Wake County, North Carolina and more particularly described on Exhibit A; and

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WHEREAS, the Property is located within the planning jurisdiction of the City and subject to certain stormwater quantity and quality requirements set forth in Part 10, Chapter 9, Article B, Division I, Raleigh City Code (the "RCC"), as may be amended from time to time; and

WHEREAS, as required by the City in connection with the development of the Property, the Developer shall install stormwater control measures including a permanently protected undisturbed open space, private drainage easements and associated appurtenances and vegetation (collectively, the "Stormwater Control Measures") as shown on construction drawings prepared by Bass, Nixon & Kennedy, Inc., entitled Habitat for Humanity – Dowling Ridge, dated June 1, 2005, and signed by the Chief Engineer of the City on June 10, 2005, on portion of the Property as described on Exhibit B (the "Stormwater Areas"), for purposes of establishing a stormwater management system for the Property, and that Grantors assume specific maintenance, replacement, reconstruction and repair, responsibilities set forth in the RCC and with respect to the Stormwater Control Measures; and

WHEREAS, the Association shall have the right and easement to enter upon, over, across and under the Stormwater Areas for the purpose of inspecting operating, maintaining, repairing, reconstructing, and replacing the Stormwater Control Measures; and

WHEREAS, these Stormwater Control Measures are required to comply with the RCC and that failure to maintain these Stormwater Control Measures is a violation of the RCC potentially subjecting each lot owner of the Property to significant daily civil penalties and other enforcement actions; and

WHEREAS, the City also requires that the Developer grant or dedicate to the Grantee an access and maintenance easement over and across the Stormwater Areas for the purposes of inspecting, maintaining, repairing, reconstructing and replacing the Stormwater Control Measures set forth in the RCC and this Agreement; and

WHEREAS, this Agreement has been procured in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1 and RCC §10-9027(c).

NOW, THEREFORE, for a valuable consideration, including the benefits Grantors may derive therefrom, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be incorporated herein and made a part hereof.

2. GRANT OF EASEMENT. Grantors hereby dedicate, bargain, sell, grant, and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive and irrevocable right and easement over, under, through and across the Stormwater Areas and access through the Property to and from the Stormwater Areas for the purpose of permitting City inspection and, if deemed necessary, as determined by the City, maintenance, replacement, reconstruction, and repair of the Stormwater Control Measures and their appurtenances and vegetation, as more fully set forth herein and in the RCC (the "Protection Easement").

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3. CONSTRUCTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES. The requirements pertaining to the Protection Easement are more fully set forth in Part 10, Chapter 9, Article B, Division I of the RCC. The Developer shall be responsible for the construction of the Stormwater Control Measures; and, prior to conveying control of the Stormwater Control Measures, their appurtenances and vegetation to the Association by deed or easement, the Developer will be responsible for the maintenance, repair, reconstruction and replacement thereof. Following the conveyance of the Stormwater Control Measures, to the Association, the Association and its members will be responsible for maintaining the Stormwater Control Measures, their appurtenances and vegetation in the manner specified herein and in strict compliance with the Stormwater Operations and Maintenance Manual and Budget attached hereto as Exhibit C which is incorporated herein by reference and made a part hereof (the "Maintenance Manual"). At all times, the Stormwater Control Measures shall perform as designed and shall at all times comply with all applicable laws, ordinances, regulations, rules and directives of governmental authorities.

4. GENERAL REPLACEMENT FUND. For purposes of insuring the availability of funds for the replacement and reconstruction of the Stormwater Control Measures for "Major Repairs" thereto (as specified in Section 4 of the Maintenance Manual) and any other repair work exceeding \$2,333.33 (one-third the initial construction cost of the Stormwater Control Measures), Developer shall establish an account (the "General Replacement Account") with the City. (Payments made to this account will be combined with payments from other similar Agreements). The General Replacement Account shall be funded initially by a lump sum contribution of the Developer (the "Initial Payment"), and thereafter by additional contributions of the Association. The Developer shall deliver the Initial Payment to the Engineering Department of the City at the earlier of:

(i) before the issuance of building permits for the construction of improvements on the Property; or

(ii) prior to the recordation of either any subdivision plat or any right-of-way dedication plat of any portion of the Property.

The Initial Payment shall be equal to \$1,050.00 (which is equal to fifteen percent (15%) of the estimated construction cost of the Stormwater Control Measures) plus \$1,847.30 as the first year's contribution to the General Replacement account as set forth in the schedule payments attached hereto as Exhibit D which is incorporated herein and made a part hereof. The Association shall pay to the City annual contributions to the General Replacement Account. Said payments by the Association to the City shall be made on or before July 1st of each year and shall be made in accordance with the schedule of payments set forth in Exhibit D.

With the consent of the City, funds deposited by the Grantors may be drawn out of the General Replacement Account for Major Repairs, repair work exceeding \$2,333.33 (one-third the initial construction cost), reconstruction and replacement of the Stormwater Control Measures as determined by the Association. Consent of the City is to be given by its City Manager or his designee. Any funds withdrawn from the General Replacement Account shall be replaced by the Association, in accordance with the schedule of contributions specified by the City prior to the withdrawal of funds.

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5. **USE OF PROTECTION EASEMENT.** The City, its officers, employees, contractors and agents may access the Property and enter the Stormwater Areas for purposes of exercising Grantee's rights hereunder. This Agreement shall in no way obligate the City to maintain, replace, reconstruct and repair the Stormwater Control Measures, and the City shall not be liable to any person, firm, partnership, company, corporation, governmental agency, or entity for the condition or operation of the Stormwater Control Measures. Further this Agreement shall in no way diminish, limit, or restrict the right of the City to enforce any of its ordinances as permitted by law.

6. **DEFAULT.** If the Developer or the Association or its members shall fail to comply with the foregoing requirements or any other obligations imposed herein, in the RCC or pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for the Property as the same may be amended from time to time in accordance with the terms thereof (the "Declaration"), the City, in its sole discretion, may perform such work and recover the costs thereof from either the General Replacement Account or from the Party who is then responsible for the performance of such requirements and obligations (hereinafter referred to as the "Owner"); provided, however, that, except in cases of emergencies, the City will give the Owner a minimum of thirty (30) days prior written notice of and an opportunity to cure the Owner's default hereunder. If the City exercises its rights hereunder and maintains, repairs, reconstructs or replaces all or a portion of the Stormwater Control Measures, then following acceptance and payment of the work, the City shall deliver to the Owner written notice of the costs of such work, and the Owner shall pay all such costs within thirty (30) days after receipt of such notice. Any costs not paid by the Owner to the City within the thirty (30) day period shall be delinquent, and the Owner shall be considered in default of this Agreement. In the event of such default, the City may either bring an action at law against the Owner for the cost of the work, plus interest at the rate of eight percent (8%) per annum, collection costs, late payment charge of three hundred dollars (\$300) during the first forty-five (45) days of default and five hundred dollars (\$500) thereafter, and reasonable attorneys' fees or foreclose a lien against the Property, or both.

The Declaration shall grant the Association the right to impose assessments to pay any monies owed by the Association to the City pursuant to this Agreement; payment of such assessment being secured by a lien against all of the Property upon the filing of a claim of lien by the Association or by the City, as the assignee of the Association's lien rights. The granted lien rights shall be foreclosed in like manner as a mortgage on real estate pursuant to power of sale under Article 2A of Chapter 45 of the General Statutes from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of the County where the Property is situated, which claim shall state the description of the Property encumbered thereby, the name and address of the Association, the record owners of the encumbered Property at the time the claim of lien is filed, and the amount of the lien claim. The claim of lien shall be recordable any time after default, and the lien shall continue in effect until all sums secured by the lien as herein provided shall have been fully paid. Such claims of lien shall include all sums that are due and payable when the claim of lien is recorded, plus interest at the rate set forth in the Declaration, but not to exceed eighteen percent (18%) per year, collection costs, and reasonable attorneys' fees. City lien claims shall be signed by the City Manager. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record.

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Any payment required by this Agreement which is not paid to the City within thirty (30) days after its due date shall be delinquent. In the event of such default, the City may bring an action against the Owner for nonpayment plus interest at a rate of eight percent (8%) per year, collection costs, a late payment charge of three hundred dollars (\$300) during the first forty-five (45) days of default and five hundred dollars (\$500) thereafter and attorney fees.

The remedies set forth herein are cumulative, the city may for example bring an action for collection and foreclose its lien claim.

7. **RESERVATION BY RECORD OWNER.** The Developer and the Association and its members, as applicable, shall in all other respects remain the owner of the Property, subject to the Protection Easement, and may make all lawful uses of the Property not inconsistent therewith.

8. **NO WAIVER OF RIGHT.** The Grantee does not waive or forfeit the right to take action to ensure compliance with the terms, conditions and purposes of this Agreement by a prior failure to act.

9. **NOTICE.** Written notice as required hereunder shall be provided to the City of Raleigh at P. O. Box 590, Raleigh, N.C. 27602, and to the Owner at 2400 Alwin Court, Raleigh, North Carolina 27604. Written notice shall be deemed received four (4) days following its deposit, first class mail, with the United States postal system. In the event notice to the Owner is returned, the City may notify the Owner at either (i) the mailing address provided to the Wake County Tax Assessor; or (ii) the registered agent of the Association on file with the Corporations Division of the Secretary of State's Office.

10. **SUCCESSORS AND ASSIGNS.** The designation of Developer, Association, Grantors and Grantee shall include the Parties, heirs, assigns, and successors to the Grantors.

11. **AMENDMENT.** All amendments to this Agreement made during the initial ten (10) year period following the date hereto (the "Initial Period") shall be executed in writing by the Parties or their respective successors and assigns, except that amendments made to the Exhibits to reflect phased developments, additional Stormwater Control Measures additional Stormwater Areas or additional payment to the City may be made without the consent of the Association. All amendments to this Agreement made after the Initial Period need not be executed by the Developer; but shall be executed in writing by the Association and the Grantee or their respective successors and assigns. No Amendment to this Agreement shall become effective until executed by the appropriate parties, approved by the City Attorney and recorded in the office of the County Register of Deeds.

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12. TERM. This Agreement shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements herein to the Grantee, its successors and assigns forever, and Grantors do covenant that Grantors are seized of said premises in fee or by easement and have the right to convey the same, and Grantors will warrant and defend such title to the same against claims of all persons whosoever.

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IN WITNESS WHEREOF, the Parties have executed this Agreement and under seal as of the day and year first above written.

DEVELOPER:

HABITAT FOR HUMANITY OF WAKE
COUNTY, INC.,
a North Carolina nonprofit corporation

By: Frances Westman
Name: FRANCES WESTMAN
Title: VICE PRESIDENT

ASSOCIATION:

HABITAT FOR HUMANITY DOWLING RIDGE
HOMEOWNERS ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By: Frances Westman
Name: FRANCES WESTMAN
Title: VICE PRESIDENT

CITY:

CITY OF RALEIGH, a municipal corporation of
the State of North Carolina

By: J. Russell Allen
J. Russell Allen, City Manager

Attest:

David B. Smith
City Clerk



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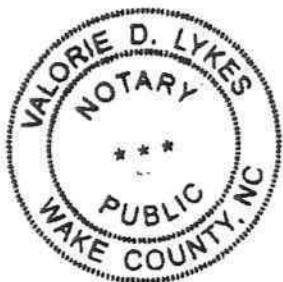
STATE OF NORTH CAROLINA

COUNTY OF WAKE

CITY/MANAGER ACKNOWLEDGEMENT

This is to certify that on the 1 day of May, 2006, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and J. Russell Allen is the City Manager of the City of Raleigh, the municipal corporation described herein and who voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official stamp or seal this the 1 day of May, 2006.



(SEAL)

My Commission Expires:

6-26-2010

Valorie D. Lykes
Notary Public

Valorie D. Lykes
Print Name

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STATE OF NC

COUNTY OF Wake

DEVELOPER ACKNOWLEDGMENT

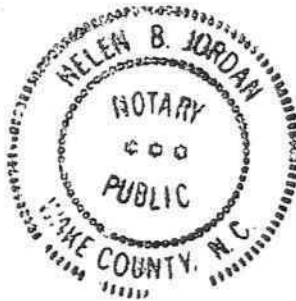
I certify that the ^{foregoing} ~~following~~ person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President

Date: 4/12, 2006.

(Official Seal)

Helen B. Jordan
printed name: Helen B. Jordan, Notary Public

My commission expires: 1/23/09



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STATE OF NC

COUNTY OF Wake

ASSOCIATION ACKNOWLEDGMENT

I certify that the ~~following~~ ^{foregoing} person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President

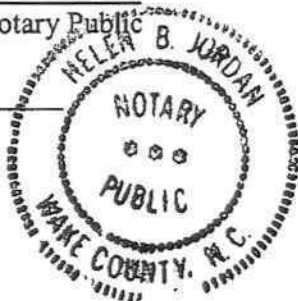
Date: 4/12/, 2006.

(Official Seal)

Helen B Jordan

printed name: Helen B. Jordan, Notary Public

My commission expires: 1/23/09



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LIST OF EXHIBITS

- Exhibit A. Recorded plat of the subdivision
- Exhibit B. Drainage easement(s)/ Stormwater Facility shown on recorded plat
- Exhibit C. Stormwater Operations and Maintenance Manual and Budget
- Exhibit D. Schedule of payments listed year by year together with its present value, based on current value as determined by the City Finance Department. Construction cost of Stormwater Control Measures Prepared by engineer is attached to Exhibit D

A certified copy from the North Carolina Secretary of State of the Articles of Incorporation of the Homeowner's association, to be presented to the City with signed Agreement.

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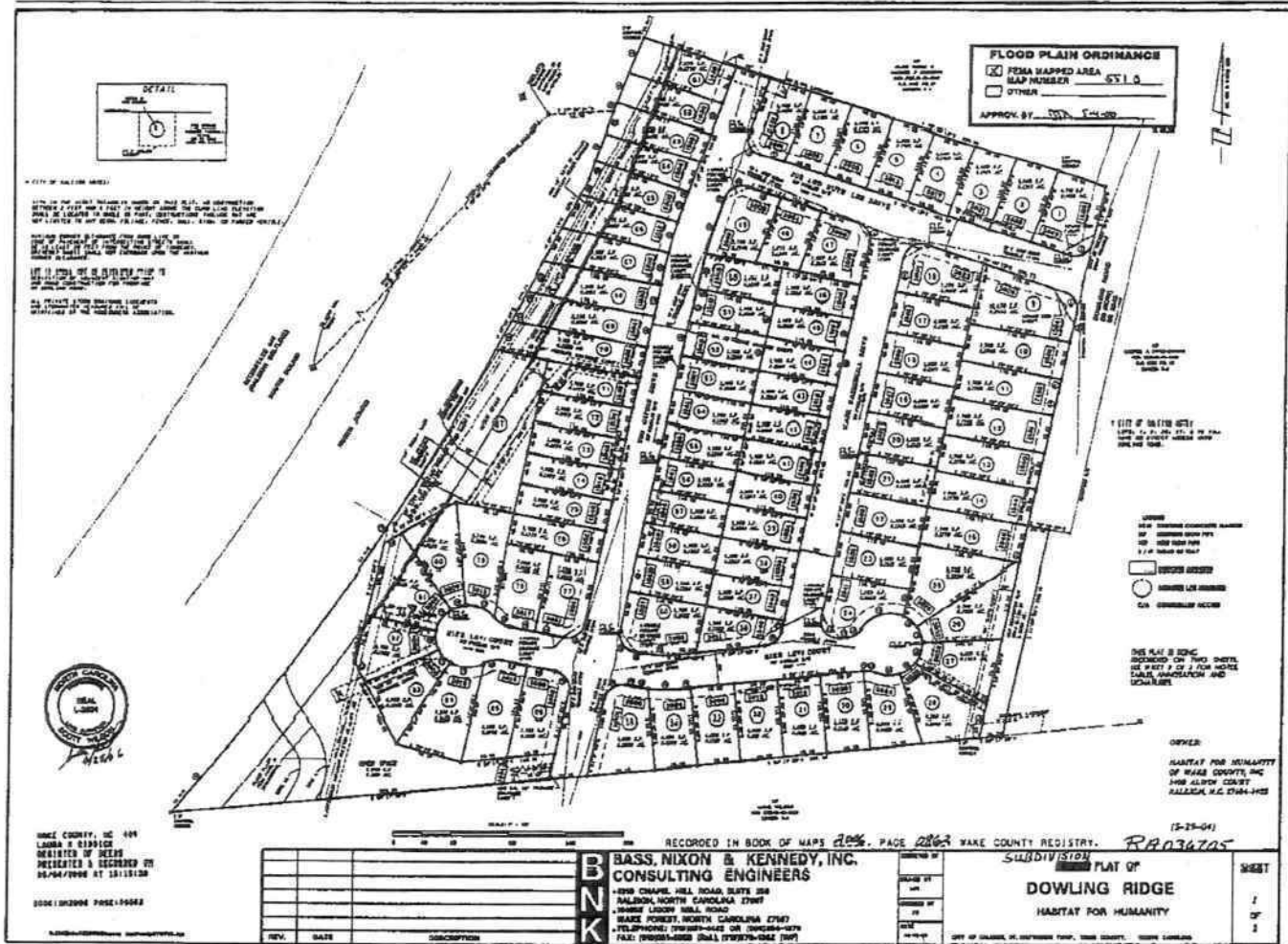
Exhibit A

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(Page 1 of 1)

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This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

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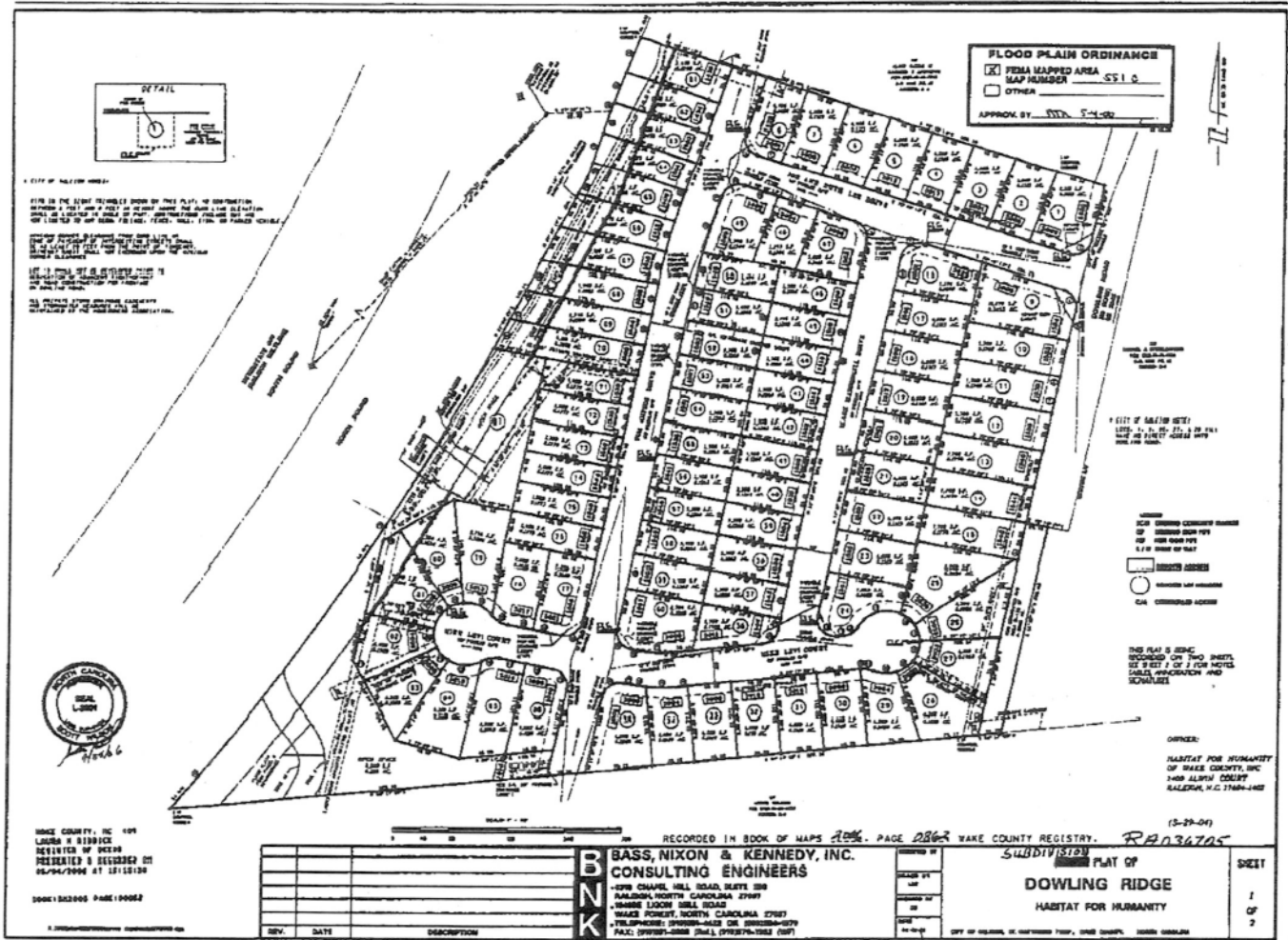
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EXHIBIT B

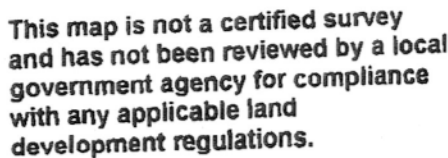
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(Page 1 of 1)

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This map is not a certified survey
and has not been reviewed by a local
government agency for compliance
with any applicable land
development regulations.



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EXHIBIT C

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BASS, NIXON & KENNEDY, INC., CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607
919/851-4422 ■ FAX 919/851-8968

STORMWATER OPERATIONS AND MAINTENANCE MANUAL AND BUDGET
FOR
DOWLING RIDGE SUBDIVISION
RALEIGH, NORTH CAROLINA

DEVELOPED BY:
Habitat for Humanity of Wake County
2400 Alwin Court
Raleigh, NC 27604



June 2005
Rev April 2006

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BASS, NIXON & KENNEDY, INC., CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607
919/851-4422 ■ FAX 919/851-8968

**STORMWATER OPERATIONS AND MAINTENANCE MANUAL AND BUDGET
FOR
DOWLING RIDGE SUBDIVISION
RALEIGH, NORTH CAROLINA**

1. BACKGROUND

The stormwater control measures serving the above referenced property consist of a level spreader designed to accommodate site drainage for the ten-year storm event and a permanently protected undisturbed open space area. The stormwater control measures are described on construction drawings entitled "Dowling Ridge", as prepared by Bass, Nixon & Kennedy, Inc. and approved by the City of Raleigh Engineering Department on June 10th, 2005.

1.1. Level Spreader

The level spreader is situated in the northern portion of the project site, just south of an open area. It is directly north of lots 71 through 75 and is 205 feet long. The level spreader is designed and will be constructed per City of Raleigh (COR) Standards. The purpose of a level spreader is to disperse concentrated flow (from a ditch or pipe) to sheet flow (non-erosive flow that is not concentrated).

1.2. Permanently Protected Undisturbed Open Space

The permanently protected undisturbed open space is directly north of the level spreader. Permanently protected undisturbed open space functions as an additional nutrient removal measure to remove nitrogen from stormwater before it reaches streams and tributaries. The open space filters sheet flow runoff from the level spreader. The open space is 50 feet wide by 205 feet long.

2. MAINTENANCE AND INSPECTION SCHEDULE

2.1. General

2.1.1. During each inspection of the stormwater control measures, the Inspection Report, attached as Exhibit 1 shall be completed and filed with the Association's maintenance records for the measures.

2.1.2. Inspect level spreader riprap and contours to ensure that level spreader is diffusing concentrated flow from storm drainage system into sheet flow. Should inspection reveal that sheet flow is not being provided by the level spreader,

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contours should be re-established per the original plans, as approved by the City of Raleigh.

- 2.1.3. Inspect riprap aprons below storm drain outlets. Repair any displaced riprap by adding NCDOT Class B stone to the apron or by using a concrete slurry to bind smaller stones together to increase their effective size and weight.
- 2.1.4. Permanently protected undisturbed open space areas are not to be disturbed in any manner, including development or expansion, placement of impervious surfaces, tree removal, new use construction or encroachments.
- 2.1.5. Healthy and vigorous vegetation should be maintained in level spreader area. Any areas where erosion has caused vegetation to be lost should be reseeded per the seeding schedule, attached as Exhibit 3. Vegetation should be maintained by mowing twice a year or when vegetation is eight (8) inches in height.

2.2. Inspection Schedule

2.2.1. Monthly, or after each 5 Year (6.58 in/hr or 4.65 inches within 24 hours or less) runoff producing rainfall event, whichever comes first:

- 2.2.1.1. Remove all accumulated litter and debris from the stormwater collection system basins and grates.
- 2.2.1.2. Inspect level spreader for any damages due to erosion or vegetative failure. Reseed any eroded areas per the seeding schedule, attached as Exhibit 3. Displaced or damaged rip-rap aprons shall be repaired or replaced.
- 2.2.1.3. Inspect velocity dissipaters (rip-rap aprons) below storm drain outlets and repair any displaced rip-rap by replacing NCDOT Class B stone to the apron or by using a concrete slurry to bind smaller stones together to increase their effective size and weight.

2.2.2. Quarterly

- 2.2.2.1. Thoroughly inspect the stormwater collection system for proper functioning. Clear accumulated sediment and trash from basin grates and inverts, and check piping for obstructions.
- 2.2.2.2. Repair any broken pipes, grates, curb inlets in the stormdrainage system along the subdivision streets.
- 2.2.2.3. Riprap shall be inspected for accumulation of sediment, weeds and other foreign matter. Any and all deficiencies shall be repaired or replaced.
- 2.2.2.4. Perform all required maintenance for the Monthly inspection.

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2.2.3. Semi-Annually

2.2.3.1. Inspect the level spreader to determine if sediment accumulation is preventing proper function of the level spreader. Remove accumulated sediment from the level spreader when depth of sediment exceeds half the depth of the level spreader.

2.2.3.2. Perform all required maintenance for the Quarterly inspection.

2.2.4. Annually

2.2.4.1. The stormwater control measures shall be thoroughly inspected once a year by a North Carolina Registered Professional Engineer, Registered Landscape Architect or Registered Professional Land Surveyor. This inspection is required by the City of Raleigh, and is due on the anniversary of the issuance of the Certificate of Occupancy. A copy of the annual inspection and maintenance records shall be submitted to the Stormwater Management Section of the Engineering Division of the Public Works Department, in accordance with the Raleigh City Code (RCC) Section 10-9028.

2.2.4.2. Perform all required maintenance for the Semi-Annual inspection.

3. OPERATIONS AND RECORD KEEPING

3.1. The Homeowner's Association shall maintain a record file including all inspections with a record of the date, items inspected, and who performed the inspection. Any items that were recommended for repair and subsequently repaired shall also be included in this file along with the date and who completed the repair.

3.2. During each inspection of the stormwater control measures, the Inspection Report, attached as Exhibit 1 shall be completed and filed with the Association's maintenance records for the measures.

3.3. The North Carolina Registered Professional Engineer, Registered Landscape Architect or Registered Professional Land Surveyor who performs the annual inspection shall complete the Inspection Report, attached as Exhibit 1 and complete and seal the certification statement attached as Exhibit 2. The maintenance record and certification statement shall be kept in the record file by the Owner's Association, and shall be submitted to the Stormwater Management Section of the Engineering Division of the Public Works Department, in accordance with the Raleigh City Code (RCC) Section 10-9028.

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4. MAJOR REPAIRS

The cost of construction of these stormwater control measures is estimated to be \$7,000.00. According to the stormwater replacement agreement and Raleigh City Code (RCC) Section 10-9027(c) (2), the Home Owner's Association is eligible to re-obtain its replacement monies when repair costs exceed one-third of the initial construction cost, or \$2333.33. Any repair whose cost exceeds one third of the initial construction cost is considered a Major Repair and is covered under the stormwater replacement agreement and Raleigh City Code (RCC) Section 10-9027(c) (2). Major repairs would likely be necessary after an unusually large rain (100-Year) event that may displace large amounts of rip rap and deposit large amounts of sediment in the level spreader, thereby impeding it's function.

5. PROPOSED ANNUAL BUDGET

(No adjustment for Inflation)

(1) Reseeding, mowing, and fertilizing	\$250.00
(2) Trash and debris removal	\$150.00
(3) Premiums for Liability Insurance (One million dollars of coverage)	N/A
(4) Annual inspection by professional	\$250.00
(5) Sediment removal	\$500.00
(6) Rip-rap replacement	\$200.00
(7) Re-establishment of grassed swales	\$100.00
(8) Payment of the stormwater replacement contribution to City of Raleigh	\$797.30
TOTAL:	\$2247.30

6. REPLACEMENT COST CONTRIBUTIONS TO THE CITY OF RALEIGH

(Also attached as Exhibit D to the Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution for Dowling Ridge Subdivision)

Engineered Stormwater Control Measures	Estimated cost
Rip Rap Level Spreader	\$7,000.00

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Replacement cost payment schedule:

Year Number	Year	Contribution Payment
1	2006	\$ 1,847.30
2	2007	\$ 797.30
3	2008	\$ 797.30
4	2009	\$ 797.30
5	2010	\$ 797.30
6	2011	\$ 392.70
7	2012	\$ 392.70
8	2013	\$ 392.70
9	2014	\$ 392.70
10	2015	\$ 392.70

Prepared by: Bass, Nixon & Kennedy, Inc.,
6310 Chapel Hill Rd., Suite 250
Raleigh, North Carolina 27607

Dated: June 1, 2005
Rev. April 6, 2006

EXHIBIT 1 – Inspection Report

Date: _____ Time: _____

Inspector(s): _____

Inspection: Monthly _____ Quarterly _____ Semi-Annual _____ Annual _____

Level Spreader/Permanently Protected Undisturbed Open Space						
Check	Items Inspected	Observations (condition, Deficiencies, etc.)	Repair	Replace	Monitor	Investigate
	Erosion					
	Bare or Denuded Areas					
	Disturbance in Open Space					
	Weeds					
	Vegetative Health/Height					
	Sediment Accumulation					
	Level Spreader Sheet Flow					

General Comments, Sketches & Field Measurements

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EXHIBIT 2 – Certification Statement

Certification Statement, Submit to City of Raleigh

I certify that the stormwater control measures and open space areas referenced in this document have been maintained in conformance with the approved Stormwater Operations and Maintenance Manual and Budget. This certification is made based on personal observation of the site and review of the maintenance records.

Signed _____ Date: _____

(seal)

Note:

Must be signed, sealed and dated by a North Carolina Registered Professional Engineer, Registered Landscape Architect or Profession Land Surveyor.

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EXHIBIT 3 - Seeding Schedule

Shoulders, Side Ditches, Slopes (Max 3:1)

DATE	TYPE	PLANTING RATE
Aug 15 - Nov	Tall Fescue	300 lbs/acre
1Nov 1 - Mar	Tall Fescue & Abruzzi Rye	300 lbs/acre
1Mar 1 - Apr	Tall Fescue	300 lbs/acre
15Apr 15 - Jun	Hulled Common Bermudagrass	25 lbs/acre
30Jul 1 - Aug 15	Tall Fescue <i>and</i>	125 lbs/acre
	*** Browntop Millet <i>or</i>	35 lbs/acre
	*** Sorghum-Sudan Hybrids	30 lbs/acre

Slopes (3:1 to 2:1)

Mar 1 - Jun 1	Sericea Lespedeza (scarified) &	50 lbs/acre
(Mar 1 - Apr 15)	<i>Add Tall Fescue</i>	120 lbs/acre
(Mar 1 - Jun 30)	<i>or Add Weeping Love grass</i>	10 lbs/acre
(Mar 1 - Jun 30)	Or Add Hulled Common Bermudagrass	25 lbs/acre
Jun 1 - Sept 1	Tall Fescue <i>and</i>	120 lbs/acre
	*** Browntop Mullet <i>or</i>	35 lbs/acre
	*** Sorghum-Sudan Hybrids	30 lbs/acre
Sept 1 - Mar 1	Sericea Lespedeza (unhulled - unscarified)	70 lbs/acre
	<i>And Tall Fescue</i>	120 lbs/acre
(Nov 1 - Mar 1)	<i>And Abruzzi Rye</i>	25 lbs/acre

Consult EFS Environmental Engineer for additional information concerning other alternatives for vegetation of denuded areas. The above vegetation rates are those which do well under local conditions; other seeding rate combinations are possible.

*** **TEMPORARY**: Reseed according to optimum season for desired permanent vegetation. Do not allow temporary cover to grow over 12" in height before mowing, otherwise fescue may be shaded out.

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EXHIBIT D

Year Number	Year	Contribution Payment
1	2006	\$ 1,847.30
2	2007	\$ 797.30
3	2008	\$ 797.30
4	2009	\$ 797.30
5	2010	\$ 797.30
6	2011	\$ 392.70
7	2012	\$ 392.70
8	2013	\$ 392.70
9	2014	\$ 392.70
10	2015	\$ 392.70

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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group _____
of Time Stamps Needed

This Document _____
New Time Stamp
57 # of Pages