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PRESENTED
FOR
REGISTRATION

This instrument prepared by and return
to William W. Bunch, III, Faison,
Brown, Fletcher & Brough,
Suite 210, N.C. Federal Building
4900 Falls of Neuse Road
Raleigh, NC 27609

SEP 26 10 59 AM '86

DECLARATION

WITNESSETH
REGISTERED
WAKE COUNTY, NC
WILLOWBROOK

THIS DECLARATION, made on the date hereinafter set forth by TURNBERRY DEVELOPMENT COMPANY, a North Carolina corporation, 3300 Garner Road, Clayton, North Carolina 27520, hereinafter referred to as "Declarant" and, also executed by FORDYCE FOUR, INCORPORATED, a Missouri corporation, hereinafter referred to as "Fordyce", for the express and limited purpose set forth hereinafter in Article II, Section 11.

W I T N E S S E T H T H A T:

WHEREAS, Declarant is the owner of certain Properties located in the Counties of Wake and Johnston, State of North Carolina; and

WHEREAS, Fordyce is the owner of certain property located in the County of Wake, State of North Carolina, described on Exhibit B attached hereto and incorporated herein by this reference, upon which a portion of Pine Hollow Golf Club exists; and

WHEREAS, Declarant will convey lots from its said Properties subject to certain protective covenants, conditions, restrictions and easements as hereinafter set forth; and

WHEREAS, Declarant desires to develop the Properties as a consolidated open space development pursuant to Section 1-1-37C(9) of the Wake County Code as the same may be amended from time to time and pursuant to the Planned Development Ordinance adopted by Johnston County on April 7, 1986, as the same may be amended from time to time; and

WHEREAS, in order to insure harmony of development, in the event of a conflict between such sections of the Wake County Code and Johnston County Code, the more restrictive shall apply to the Properties, regardless of which County the portion of the Properties affected may lie;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described hereinafter shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having

any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Willowbrook Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" or "Common Open Space" shall mean that certain portion of the Properties (including the improvements thereto), subject to Article II, Section II as set forth herein, owned by the Association for the common use and enjoyment of the Owners, including the private roads or streets, parking areas, erosion and surface storm water drainage facilities and any recreational facilities, subject to and excepting therefrom all well sites, water and sewer easements and lines and sanitary sewer treatment and disposal facilities located in or upon the Properties. A portion of the Common Area shall be designated on subdivision maps of the Properties as PCOS (permanent common open space) and shall be dedicated in perpetuity to the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described with greater particularity on Exhibit C attached hereto and incorporated herein by this reference. The property set forth on Exhibit B, although not a portion of the Properties, shall be Common Open Space in accordance with the provisions of Article II, Section II hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon

any recorded subdivision map of the Properties with the exception of the Common Area and road rights-of-way which are offered for public dedication.

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

Section 7. "Declarant" shall mean and refer to TURNBERRY DEVELOPMENT COMPANY, a North Carolina corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Fordyce" shall mean and refer to FORDYCE FOUR, INCORPORATED, a Missouri corporation, the fee simple owner of the property described on Exhibit B, which executes this Declaration for the express and limited purpose of subjecting such property to the provisions, restrictions and conditions set forth herein in Article II, Section 11.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

Section 11. "Assessment" shall mean and refer to the share of the Common Expenses from time to time assessed against a Lot and its Owner by the Association in the manner herein provided.

Section 12. "Common Expenses" shall mean and refer to all sums lawfully assessed against a Lot by the Association; expenses of administration, maintenance, repair or replacement of the Common Areas; expenses agreed upon as Common Expenses by the Association; expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; and, insurance premiums.

Section 13. "Sanitary Sewer Treatment and Disposal Facility" shall mean and refer to a system of sanitary sewer treatment, settlement and disposal systems located upon the Properties as directed by the County of Wake or Johnston, as the case may be, or the State of North Carolina, and shall be in form and style substantially as shown on plans therefor, a copy of which are attached hereto as Exhibit D and incorporated herein by this reference, the ownership of which shall be vested in the approved utility

maintaining and operating same.

Section 14. "Surface Storm Water Drainage Facility" shall mean and refer to a series of collection and absorption facilities located as required by the County of Wake or Johnson, as the case may be, throughout the Common Area in form and style substantially as shown on plans therefor, a copy of which are attached hereto as Exhibit E and incorporated herein by this reference, the ownership of which shall be vested in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, specifically including an easement for pedestrian ingress and egress over and across the Common Area and vehicular ingress and egress over all portions of the Common Area designated for such use, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any of the recreational facilities which constitute a portion of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any of the recreational facilities which constitute a portion of the Common Area by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and its facilities, and in aid thereof to deed in trust the Common Area;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded; and,

(e) the right of the Association to formulate, publish, impose and enforce rules and regulations for the use and enjoyment of the Common

Area, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Subject to Section 1 above, any Owner may delegate, in accordance with the Bylaws, his rights of use and enjoyment in and to the Common Area, to the members of his family, his lawful tenants, or contract purchasers who reside on such Owner's Lot and, to his guests, invitees and licensees.

Section 3. General Easements and Associated Undertakings. All of the Properties, including Lots and Common Area, shall be subject to such easements for private roads or drives, public streets, water lines, sanitary sewers, storm drainage facilities, gas lines, cable communication transmission, telephone and electric power lines and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; provided, however, as to any easements which may be granted that run across or affect any of the Lots, such easements shall not be granted so as to run under or disturb in any way any of the dwelling structures which may be constructed upon such Lots; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties. Sight easements, if any, as may be shown upon any recorded subdivision map of the Properties are hereby reserved by the Declarant.

An easement is hereby established for the benefit of the Counties of Wake and Johnston and any agency thereof and any utility company servicing the Properties over all Common Area and Lots hereby or hereafter established for the setting, removal, and reading of water and electricity meters, the maintenance and replacement of water, electric service, sewer and drainage facilities, the fighting of fires, collection of garbage and police protection.

Section 4. Temporary Construction Access and Disturbance Easement. An easement over, through and to the Common Area is hereby reserved, conveyed and established in favor of Declarant and all Owners of any Lot to be used for purposes of ingress, egress, regress, conduct of construction activity, storage of construction materials, the necessary disturbance of land for

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construction on any Lot, and installation of driveways, sidewalks, underground drainage and utility conduits and hookups. This easement shall be used only as and when necessary to facilitate the construction of improvements at any time on a Lot by Declarant or Owner as well as the extension of driveways, sidewalks, underground drainage and utility conduit and hookups to any dwelling structure situated on a Lot. In using and taking the benefits of said easement, Declarant or its designate and Owners shall use their best efforts to minimize any soil or land disturbance activities, and shall restore the land to a condition which is graded smooth and in harmony with surrounding areas. Should Declarant, its designate or an Owner fail to restore the disturbed land as required above, the Association may restore the land to the required condition and Declarant, its designate or Owner, as the case may be, shall indemnify the Association for the reasonable expense incurred in performing such restoration. Where any Owner shall seek to take advantage of the easement herein conveyed, such Owner's rights of use shall be restricted to that Common Area which shall be reasonably servient and proximate to his Lot.

Section 5. Easement for Minor Encroachments. All Lots and the Common Area shall be subject to a perpetual easement for the encroachment of initial improvements constructed on Lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, stoops, steps and walls. If any encroachment shall occur subsequent to subjecting the Properties to the Declaration as a result of settling or shifting of any improvement or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 6. Structural Support. The dwelling structures constructed

upon each Lot are constructed such that they adjoin dwelling structures on adjacent Lots by virtue of a party wall. Every portion of a dwelling structure on a Lot which contributes to the structural support of the adjoining dwelling structure shall be burdened with an easement of structural support for the benefit of such adjoining dwelling structures.

Section 7. Emergencies. Every Lot and dwelling structure thereon shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any dwelling structure and that endangers any improvement or portion of the Common Area.

Section 8. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area described on Exhibit C hereto to the Association prior to the conveyance of the first Lot, which Common Area shall include any private roads or drives which may have been previously created, free and clear of all encumbrances and liens, except matters of record.

Section 9. Utility Charges for Water and Street Lights. As consideration for the conveyance of the Common Area and as consideration for the rights, entitlements and benefits granted to and conferred upon the Association under and by virtue of this Declaration, the Association covenants and agrees to accept the responsibility for payment of any and all fees, charges and expenses arising by virtue of the use of water provided to and used in connection with any of the Common Area and by virtue of the use and operation of the street lights installed and erected within the Common Area from and after the date of such acceptance. Such cost of fees, charges and expenses paid by the Association shall be charged ratably to the Owners as an Assessment according to the provisions of Article IV below.

Section 10. Parking Rights. Ownership of each Lot shall entitle the Owner thereof, and those to whom such Owner may choose to delegate, to the use of the equivalent of two and one-half automobile parking spaces for each Lot located in Wake County and the equivalent of two automobile parking spaces for each Lot located in Johnston County, together with the right of ingress and egress in, to and upon said parking areas. Such

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parking spaces shall be as near and convenient to each Lot as reasonably possible. The Association shall have the authority to assign parking spaces in accordance with the foregoing. No boats, trailers, campers or recreational vehicles shall be parked within the Common Area, or right-of-way of any private road or street within the Properties, except in areas which may be designated for such use by the Association.

Section 11. Rights in and to Golf Course. Fordyce does hereby dedicate and establish the property set forth on Exhibit B as Common Open Space for the specific purpose and use as a golf course, with each Owner, by virtue of his ownership of his Lot, having the non-exclusive privilege and right to use such golf course in accordance with the established rules and regulations as may be in existence from time to time, including the right to limit or prohibit the use thereof for violation of any such rules and regulations. Each Owner, by the act of the acceptance of the delivery of a deed for his Lot, does hereby acknowledge, covenant and agree that a portion of Pine Hollow Golf Club exists upon such property, which is at present a public golf course, however, in the event such golf course is ever changed or converted to a private or semi-private golf course, each Owner shall at that time be given the privilege and right to seek membership therein, subject to such rules, regulations, fees, guidelines, criteria and roster limitations as may be adopted, which shall be consistently applied, and the rights and privileges of each Owner, if any, shall then be governed by the status of his individual membership, or lack thereof; provided, however, nothing herein shall be construed as a right of Fordyce or any successor owner of the property on Exhibit B to use such property in any manner other than as a golf course. The rights and privileges herein conferred upon each Owner shall run with and be concurrent with ownership of a Lot and shall pass to successors in title and cease as to predecessors in title. The rights and privileges herein created and conferred upon each Owner shall extend to the whole of the property upon which Pine Hollow Golf Club exists even though only a portion of such golf course is constructed upon the property set forth on Exhibit B; provided, however, nothing contained herein shall be construed as a restriction or prohibition against the future development of the property of Fordyce described on Exhibit F as

Tract 3 for residential purposes, which property may be annexed into the Properties in accordance with Article IX, Section 5(a). The rights, privileges, restrictions and conditions set forth herein are the sole rights or privileges created and conferred upon an Owner in and to such property and unless expressly set forth herein, no greater or other right or privilege, express or implied, is created or conferred hereby. Ownership of the property set forth on Exhibit B shall not be conveyed to the Association, and shall remain in Fordyce and its successors in title. Notwithstanding anything in the foregoing that may be interpreted to the contrary, neither the Association nor any Owner shall acquire any maintenance responsibilities relative to any portion of Pine Hollow Golf Club by virtue of the rights created and conferred herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, in the event the Class B membership shall cease and be converted to Class A membership because the

Declarant no longer owns the number of Lots required to keep such Class B membership in effect, such Class B membership shall be reinstated by the recordation of a subdivision map of the Properties which creates additional Lots that are in accordance with the overall plan of development for Willowbrook or annexed in accordance with the provisions of Article IX, Section 5 hereof, but in no event shall such Class B membership extend beyond the time stated in subparagraph (b) of this Section; or

(b) on July 1, 1993.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, and (2) special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the improvements thereon, including the private roads or streets, exterior maintenance of the dwelling structures constructed upon each Lot, for the establishment of adequate reserves for the replacement of capital improvements, if any,

located within the Common Area, payment of insurance premiums for contracts of hazard and liability insurance on the Common Area and hazard insurance on the dwelling structures constructed upon each Lot, payment of assessments for public and private capital improvements made to or for the benefit of the Common Area, maintenance, repair and reconstruction of all surface storm water drainage facilities situated upon the Common Area as may be required by Wake or Johnston County to comply with applicable erosion and sedimentation control ordinances, such maintenance to include the removal of trash, rubbish and sedimentation, or any other maintenance necessary to keep the facility in compliance with all applicable ordinances and statutes relative to such erosion and sedimentation control and which in the judgment of the Association is necessary or desirable to keep the facility in proper operation, payment of any fees due a public utility for services provided to the Common Area, payment of local ad valorem taxes, if any, on the Common Area and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be Eight Hundred Five and 20/100 Dollars (\$805.20).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year not more than five percent (5%) above the maximum Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construc-

tion, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or extraordinary exterior maintenance required to be performed upon the dwelling structures constructed upon the Lots; provided, however, any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Lots and annual Assessments shall be due and payable and collected on a monthly basis; provided, however, annual and special Assessments for all Lots owned by Declarant which are not occupied as a residence may be such lesser amount as may be fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of such Assessments for other Lots. Special Assessments may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence and shall be due and payable as to all Lots on the first day of the month following the conveyance of the Common Area and on the first day of each consecutive month thereafter. Such amount due and payable on the first day of each such month shall be equal to one-twelfth (1/12) of the annual Assessment as set forth and established pursuant to Section 3 of this Article. The first

annual Assessment shall be adjusted according to the number of months remaining in the calendar year. In addition to the annual Assessment, there shall be paid by the initial purchaser of a Lot at the time of the initial sale of each Lot at least two months' Assessments in order to provide a working capital fund for the initial months of the Association's operation, which payment shall be exclusive of the annual assessment otherwise due. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due date shall be as previously set forth herein, unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of Twenty Five and No/100 Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same for such delinquent Assessment, late charges and reasonable attorney's fees of any such action, or foreclose the lien against the property. For purposes of this Section, the amount of delinquent assessment and late charge shall be considered evidenced by this paragraph and therefore, evidence of indebtedness shall exist hereby. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liabi-

lity for any Assessments thereafter becoming due or from the lien thereof.

Section 10. Lien for Delinquent Taxes or Government Assessments. Upon default by the Association in the payment of any ad valorem taxes or assessments for public improvements to the governmental authority entitled thereto, which default shall continue for a period of six (6) months, the taxing or assessing governmental authority shall be vested with a lien on each individual Lot within the Properties in an amount determined by dividing the total taxes and assessments due the governmental authority by the total number of Lots in the Properties. Such liens may be foreclosed by the governmental authority in the same manner as provided for foreclosure of liens for ad valorem taxes and assessments for public improvements.

Section 11. Responsibility for Maintenance of Private Streets, Drives and Parking Areas. The responsibility for maintenance of the private streets, drives and parking areas as may be shown on any recorded subdivision map of the Properties shall be that of the Association pursuant to the applicable provisions of the Wake or Johnston County Code, as the case may be.

ARTICLE V

INSURANCE

Section 1. Ownership of Policies. All insurance policies upon the Common Area and dwelling structures constructed upon Lots which shall be purchased by the Association shall be for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of a certificate of mortgagee endorsement to the mortgagees of Lots. Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

Section 2. Coverage. All dwelling structures constructed upon Lots and all improvements and personal property included in the Common Area shall be insured in an amount equal to one hundred percent (100%) of their insurable replacement value as determined annually by the Association with the assistance of the insurance company underwriting the coverage. Such

coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect thereto. In addition, public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary. Such policies shall contain clauses providing for waiver of subrogation, if possible.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to at least six (6) months' Assessments plus reserves accumulated.

Section 4. Premiums. Premiums for contracts of insurance purchased by the Association shall be paid by the Association and charged ratably to all Owners as an Assessment according to the provisions of Article IV above.

Section 5. Proceeds. All contracts of insurance purchased by the Association shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear, and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein.

Section 6. Distribution of Insurance Proceeds. Proceeds of contracts of insurance received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficiary or beneficiaries thereof in the following manner:

- (a) The proceeds shall be paid first to defray the cost of reconstruction and repair of casualty or liability so covered.
- (b) Any expense of the insurance trustee may be paid from proceeds

after payment of reconstruction or repair expenses or liability. Any proceeds remaining thereafter shall be distributed to the beneficiary or beneficiaries of the trust.

ARTICLE VI

ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. Required Approval. Except for the initial dwelling structure constructed on a Lot by or for Declarant in accordance with Declarant's general plan of development, which initial dwelling structure shall be exempt from the following approval process, so long as the plans and specifications therefor are in strict conformity with those previously approved by the Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, as the case may be, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including expansions of the initial dwelling structure constructed, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Exterior Maintenance. In addition to maintenance of the Common Area and the facilities located thereon, the Association shall provide exterior maintenance upon each Lot which is subject to Assessment hereunder, as follows: Stain and/or paint the exterior of the dwelling structure located on a Lot, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights and other such exterior improvements as deemed necessary by the Association. Such exterior maintenance shall not include glass surfaces,

exterior lighting fixtures and outlets attached to the dwelling structure located on a Lot.

Any owner who fences or encloses any portion of his Lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the dwelling structure located on a Lot, the remaining yard spaces, or the Common Areas. No such maintenance by an Owner shall reduce the Assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. No Owner shall plant any vegetation on the Common Area except with the prior written approval of the Association.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the wilful or negligent acts of its Owner or his family, tenants, contract purchasers, guests, or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the Assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a dwelling structure upon the Properties and placed on the dividing lines between two (2) adjoining Lots, and all reconstruction or extensions of such walls, shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-grade construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall or benefit therefrom in proportion to such use and

benefit.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Reconstruction of Party Wall. The Owner of any Lot may construct or reconstruct (subject to and within the limitation of architectural control and other limitations of this Declaration) with the right to go upon the adjoining Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner that No Contribution is Due. If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article VII, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute

shall be settled by arbitration as provided by the laws of North Carolina then in effect relating to arbitration.

ARTICLE VIII

USE RESTRICTIONS

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

Section 2. Use of Properties. No portion of the Properties (except during the period of initial Lot sales the Declarant may use one or more Lots for temporary office space and as a model for sales purposes) shall be used except for residential purposes incidental or accessory thereto.

(a) Outside clothes lines shall not be permitted upon any Lot at locations where they can be viewed from any street.

(b) No commercial signs, with the exception of a "For Sale" or "For Rent" sign no more than two feet in width and three feet in height and such other signs as Declarant deems necessary in conjunction with the initial sale of Lots, shall be erected or maintained on any Lot.

(c) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot in an exposed location except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which same is to be used.

(d) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale with the previously constructed residential structure. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

(e) Nothing shall be kept and no activity shall be carried on in any dwelling structure on a Lot or on the Common Area which will increase the rate of insurance, applicable to residential use, for the property involved or the contents thereof. No Owner shall do or keep anything, nor cause or

allow anything to be done or kept, in his dwelling structure or on the Common Area which will result in the cancellation of insurance on any portion of the Properties, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Area. All garbage receptacles, containers and enclosures shall be located at the rear of the dwelling structure on a Lot.

Section 3. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot or Common Area.

Section 4. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area thereof below that as shown upon any recorded subdivision map of the Properties.

Section 5. Animals and Pets. No stable, poultry house or yard or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Association first had and obtained. However, a reasonable number of household pets as determined by the Board of Directors of the Association shall be permitted, provided they are not raised for commercial purposes.

Section 6. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each Owner shall keep and maintain his Lot in a neat, orderly and well kept manner.

Section 7. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Properties shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE IX
GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument approved by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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

(a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined).

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

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS OF
WILLOWBROOK

By authority of its Board of Directors, Willowbrook Homeowner's Association, Inc., hereby certifies that the foregoing instrument has been duly approved by the Owners of _____ percent of the Lots of Willowbrook and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Willowbrook.

This the _____ day of _____, 19____.

WILLOWBROOK HOMEOWNER'S ASSOCIATION, INC.

President

ATTEST:

Secretary

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

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

Section 5. Annexation of Additional Properties. At any time during the effective term of this Declaration, Declarant may propose that the Association annex additional properties which have been or will be deve-

loped as a part of the general plan of development for Willowbrook as follows:

(a) Additions by Declarant. Additional land within the area described in Exhibit F attached hereto, may be annexed by the Declarant without the consent of Members within five (5) years from the date of this Declaration provided that the FHA, FNMA or VA, as the case may be, determine that the annexation is in accord with the general plan heretofore approved by them.

The additions authorized under this and the succeeding subsection, shall be made by filing of record an amendment with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property or by adopting this Declaration in whole or in part by reference.

Such amendment may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Annexation of additional properties not set forth on Exhibit F shall require the assent of two-thirds (2/3) of the votes of the Class A membership of the Association and two-thirds (2/3) of the votes of the Class B membership of the Association, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of written proxies entitled to cast sixty-six and two-thirds percent (66 2/3%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be the same. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 6. Leasing. No Lot or the residential structure thereon shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire residential structure on his Lot, nor shall any such lease be for a period of less than thirty (30) days. Any lease must be in writing and provide that the terms of the lease and occupancy of the dwelling structure shall be subject to this Declaration and the Bylaws and any failure by a lessee to comply with such shall be a default under the lease.

Section 7. Addition of Recreational Facilities. The Declarant shall not add any recreational facilities as amenities for the Association without first obtaining the written consent of a majority of the Class A Members.

Section 8. Contract Rights of Association. As long as there is a Class B membership, any contract entered into by or on behalf of the Association shall contain a provision giving the Association or the other party thereto the right to terminate such contract upon the giving of not more than ninety (90) days written notice to the other party or parties.

Section 9. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of Assessments owed by the Owner of the Lot on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (e) The Association's financial statement for the immediately preceding fiscal year.

Section 10. FHA/VA/FNMA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association, as the case may be: Annexation of additional properties, dedication of Common Area, deeding in trust the Common Area, mergers and consolidations and amendment of this Declaration.

Section 11. Conflicts. In the event of a conflict between the terms and provisions of this Declaration and the Bylaws or Articles of Incorporation of the Association, the terms and provisions of this Declaration shall control. In the event of a conflict between the terms and provisions of the Bylaws and the Articles of Incorporation of the Association, the terms and provisions of the Articles of Incorporation shall control.

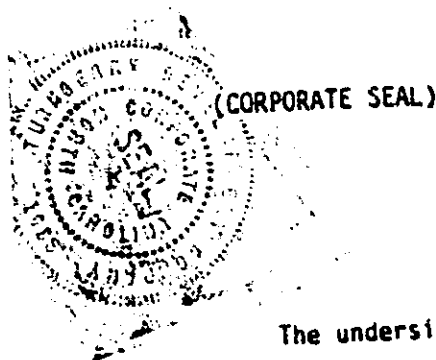
Section 12. Utility Services. Declarant reserves the right to subject the Properties to contracts with public utilities for the installation of underground or above-ground electric cables for the provision of electric service and lines and pipes for provision of water and sewer services which may require an initial payment and/or continuing monthly payments to such public utilities by the Owner of each Lot within the Properties in accordance with the amount of such services utilized by such Owner on his Lot and in accordance with the rate schedules in effect for each such public utility.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of September, 1986.

TURNBERRY DEVELOPMENT COMPANY, a North Carolina corporation

By: [Signature], President

Attest: William W. Burch III, Secretary
Assistant

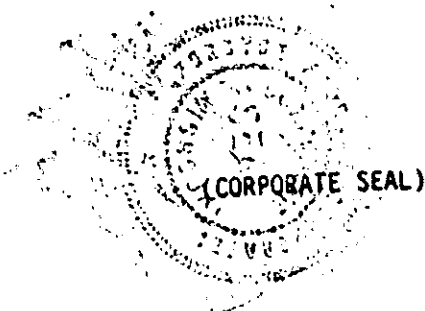


The undersigned Fordyce joins in the execution hereof for the sole and express purposes set forth in Article II, Section 11 of this Declaration.

FORDYCE FOUR, INCORPORATED, a Missouri corporation

By: [Signature]

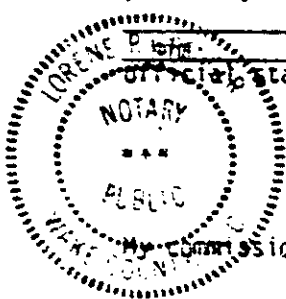
Attest: William W. Burch III
Assistant Secretary



SEAL-STAMP

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that
William W. Bunch, III
personally came before me this day and acknowledged that he is
Assistant Secretary of TURNBERRY DEVELOPMENT COMPANY, a North Carolina
corporation, and that by authority duly given and as the act of the cor-
poration, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by
him as its Assistant Secretary. Witness my hand and
official stamp or seal, this 25 day of September, 1986.



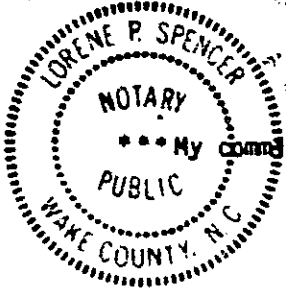
Lorene P. Spencer
NOTARY PUBLIC

My commission expires: 10/27/90

SEAL-STAMP

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that
William W. Bunch, III
personally came before me this day and acknowledged that he is
Assistant Secretary of FORDYCE FOUR, INCORPORATED, a Missouri corporation,
and that by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by Him
as its Assistant Secretary. Witness my hand and official stamp
or seal, this 25 day of September, 1986.



Lorene P. Spencer
NOTARY PUBLIC

My commission expires: 10/27/90

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate is of Lorene P. Spencer

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

KENNETH C. WILKINS, Register of Deeds

Charles A. Rilling
Asst. / Deputy Register of Deeds

EXHIBIT A

All that certain tract or parcel of land lying and being in St. Mary's Township and Clayton Township, Wake and Johnston Counties, respectively, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe located North $71^{\circ} 07' 22''$ East 54.80 feet from the southwestern corner of Lot 1, Phase II, Section I of the Swade E. Barbour, Jr. Subdivision, Wake County Registry, running from said point of BEGINNING along the eastern boundary of Phase II, Section I of the Swade E. Barbour, Jr. Subdivision North $32^{\circ} 46' 05''$ East, 807.48 feet to a point; thence South $83^{\circ} 49' 38''$ East 336.47 to a point; thence South $00^{\circ} 15' 16''$ East 557.27 feet to a point located in the Wake County-Johnston County line; thence South $04^{\circ} 34' 36''$ East 201.61 feet to a point; thence South $03^{\circ} 58' 47''$ East 154.06 feet to a point; thence North $86^{\circ} 01' 13''$ East 180.00 feet to a point; thence South $22^{\circ} 50' 55''$ West 200.96 feet to a point; thence South $17^{\circ} 33' 00''$ West 172.80 feet to a point; thence South $37^{\circ} 14' 55''$ East 90.20 feet to a point; thence South $52^{\circ} 45' 05''$ West 280.22 feet to a point; thence South $76^{\circ} 29' 56''$ West 152.25 feet to a point; thence South $87^{\circ} 55' 42''$ West 142.64 feet to a point; thence North $68^{\circ} 19' 58''$ West 94.45 feet to a point; thence North $34^{\circ} 29' 13''$ East 250.92 feet to a point; thence North $27^{\circ} 19' 02''$ East 87.45 feet to a point; thence North $20^{\circ} 13' 16''$ West 203.18 feet to a point; thence North $79^{\circ} 09' 05''$ West 37.51 feet to a point; thence North $28^{\circ} 46' 45''$ West 83.99 feet to a point; thence North $57^{\circ} 34' 34''$ West 88.82 feet to a point; thence North $26^{\circ} 20' 02''$ West 52.58 feet to a point; thence North $01^{\circ} 45' 49''$ East 109.62 feet to a point; thence North $16^{\circ} 37' 05''$ West 75.52 feet to an existing iron pipe; thence North $84^{\circ} 31' 05''$ West 222.61 feet to the point of BEGINNING, and being 18.36764 acres as shown on map entitled "Property Survey and Recombination Map of Willowbrook" prepared by Murphy Yelle Associates, dated July 11, 1986.

EXHIBIT B

All that certain tract or parcel of land lying and being in St. Mary's Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the northern margin of the right-of-way of Old Highway 70 and the eastern margin of the 60 foot right-of-way of State Road 2558 (also known as Pine Hollow Road) running thence with and along the eastern margin of the right-of-way of State Road 2558, North 13° 53' 05" East 534.65 feet to a point; running thence North 15° 55' 38" East 47.83 feet to a point; running thence North 22° 06' 47" East 46.03 feet to a point; running thence North 30° 56' 34" East 45.59 feet to a point; running thence North 38° 34' 56" East 45.60 feet to a point; running thence North 47° 40' 38" East 45.67 feet to a point; running thence North 55° 11' 56" East 47.39 feet to a point; running thence South 60° 39' 04" East 254.17 feet to a point; running thence North 71° 28' 13" East 144.27 feet to a point; running thence North 78° 44' 16" East 199.19 feet to a point; running thence North 51° 22' 27" East 55.09 feet to a point; running thence North 12° 23' 27" East 397.19 feet to a point; running thence North 44° 23' 47" East 252.03 feet to a point; running thence with and along the arc of a curve to the right having a radius of 194.73 feet, an arc distance of 155.53 feet to a point (having a chord bearing of North 67° 16' 06" East 151.43 feet); running thence with and along the arc of a curve to the right having a radius of 751.97 feet, an arc distance of 135.34 feet to a point (having a chord bearing of South 84° 41' 38" East 135.16 feet); running thence South 79° 32' 16" East 88.00 feet to a point; running thence South 02° 38' 20" East 109.62 feet to a point; running thence South 30° 44' 11" East 52.58 feet to a point; running thence South 61° 58' 43" East 27.67 feet to a point located in the Wake County-Johnston County line; running thence South 33° 10' 54" East 83.99 feet to a point; running thence South 83° 33' 14" East 37.51 feet to a point; running thence South 24° 37' 25" East 203.18 feet to a point; running thence South 22° 54' 52" West 87.45 feet to a point; running thence South 30° 05' 04" West 215.39 feet to a point; running thence North 41° 53' 59" West 434.87 feet to a point in the Wake County-Johnston County line; running thence South 48° 06' 01" West 1572.60 feet to a point located in the northern margin of the right-of-way of Old Highway 70; running thence along and with the northern margin of the right-of-way of Old Highway 70, North 52° 57' 25" West 183.46 feet to the Point of BEGINNING, consisting of a 15.576 acre tract located in Wake County and a 2.800 acre tract, more or less, located in Johnston County, all as shown on map entitled "Map of Willowbrook, A Consolidated Open Space Development, Phase I, Section One" prepared by Murphy Yelle Associates dated August 15, 1986.

EXHIBIT C

All that certain tract or parcel of land lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

BEGINNING at a point located in the northern right of way line of Willowtree Lane, said point having NC Grid Coordinates X=2,148,419.36 and Y=702,900.89, and from said point of beginning running South 18° 35' 09" East 113.10 feet to a manhole; thence running South 50° 08' 37" West 165.98 feet to a manhole; thence running South 74° 33' 36" West 118.39 feet to a manhole; thence running South 57° 27' 56" West 87.98 feet to a point; thence running North 83° 33' 14" West 37.51 feet to a point; thence running North 33° 10' 54" West 83.99 feet to a point; thence running North 61° 58' 43" West 27.67 feet to a point; thence running North 46° 50' 35" East 241.32 feet to a point located in the northern right of way line of Willowtree Lane; thence running along and with the northern right of way line of Willowtree Lane in a curve to the left having a radius of 324.82 feet, an arc distance of 170.67 feet and a chord bearing of North 83° 28' 51" East 168.71 feet to a point; thence continuing along the northern right of way of Willowtree Lane in a curve to the left having a radius of 366.05 feet an arc distance of 48.35 feet, and a chord bearing of North 64° 39' 43" East 48.31 feet to the POINT OF BEGINNING, SAVE AND EXCEPT Lots 4-11 inclusive, Phase I, Section One, Willowbrook all as shown on map entitled "Map of Willowbrook, A Planned Development, Phase I, Section One, Clayton Township, Johnston Co., N.C.", dated August 15, 1986, prepared by Murphy Yelle Associates, and recorded in Book of Maps _____, Page _____, Johnston County Registry.

EXHIBIT C

All that certain tract or parcel of land lying and being in St. Mary's Township, Wake County, North Carolina and being more particularly described as follows:

Being all of the areas designated as right of way for Willowtree Lane, right of way for Oak Trail, 1.119 acres of Active Recreation P.C.O.S., 1.96 acres of P.C.O.S. 1.90 acres of Passive Recreation P.C.O.S., 0.3939 acres of Phase I, Section One of Willowbrook, and 0.5262 acres of Phase I, Section One of Willowbrook, SAVE AND EXCEPT Lots 1-3 inclusive and 12-14 inclusive, Phase I, Section One, Willowbrook, all the above as shown on map entitled "Map of Willowbrook, a Consolidated Open Space Development, Phase I, Section One, St. Mary's Township, Wake County, North Carolina", dated August 15, 1986, prepared by Murphy Yelle Associates, and recorded in Book of Maps _____, Page _____, of the Wake County Registry.

1A641-0.7

EXHIBIT F

All that certain tract or parcel of land lying and being in St. Mary's Township and Clayton Township, Wake and Johnston Counties, respectively, North Carolina, and being more particularly described as follows:

TRACT ONE

Beginning at a new iron pipe located North $71^{\circ} 07' 22''$ East 54.80 feet, thence North $32^{\circ} 46' 05''$ East 807.48 feet, thence South $83^{\circ} 49' 38''$ East 336.47 feet from the southwestern corner of Lot 1, Phase II, Section I of the Swade E. Barbour, Jr. Subdivision, Wake County, North Carolina and running from said point of BEGINNING South $83^{\circ} 49' 38''$ East 729.90 feet to an existing iron pipe; running thence South $05^{\circ} 02' 27''$ West 857.93 feet to an existing iron pipe; running thence South $84^{\circ} 56' 51''$ West 227.42 feet to a point; running thence South $07^{\circ} 37' 45''$ West 234.19 feet to an existing iron pipe; running thence South $85^{\circ} 46' 38''$ East 89.53 feet to an existing iron pipe; running thence South $52^{\circ} 45' 05''$ West 213.69 feet to a point; running thence North $37^{\circ} 14' 55''$ West 90.20 feet to a point; running thence North $17^{\circ} 33' 00''$ East 172.80 feet to a point; running thence North $22^{\circ} 50' 55''$ East 200.96 feet to a point; running thence South $86^{\circ} 01' 13''$ West 180.00 feet to a point; running thence North $03^{\circ} 58' 47''$ West 154.06 feet to a point; running thence North $04^{\circ} 34' 36''$ West 201.61 feet to a point located in the Wake-Johnston County line; running thence North $00^{\circ} 15' 16''$ West 557.27 feet to the point of BEGINNING and being 15.86711 acres as shown on map entitled "Property Survey and Recombination Map of Willowbrook" prepared July 11, 1986 by Murphy Yelle Associates.

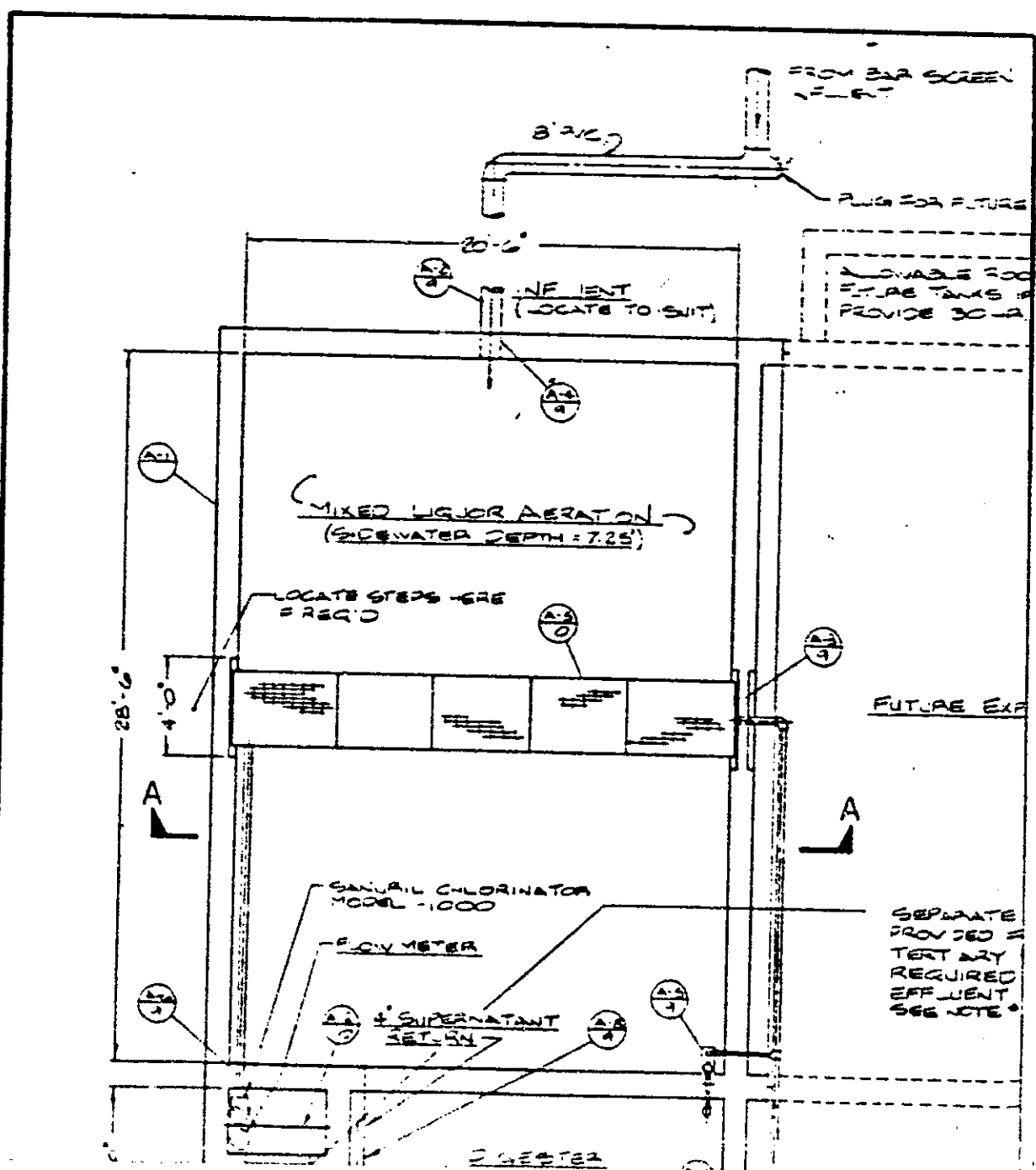
TRACT TWO

Beginning at a new iron pipe located North $71^{\circ} 07' 22''$ East thence South $84^{\circ} 31' 05''$ East 222.61 feet, thence South $16^{\circ} 37' 05''$ East 75.52 feet, thence South $01^{\circ} 45' 49''$ West 109.62 feet, thence South $26^{\circ} 20' 02''$ East 52.58 feet, thence South $57^{\circ} 34' 34''$ East 88.82 feet, thence South $28^{\circ} 46' 45''$ East 75.39 feet, thence South $79^{\circ} 09' 05''$ East 39.00 feet, thence South $20^{\circ} 13' 16''$ East 210.91 feet, thence South $27^{\circ} 19' 02''$ West 87.45 feet, thence South $34^{\circ} 29' 13''$ West 250.92 feet from the southwestern corner of Lot 1, Phase II, Section I of the Swade E. Barbour, Jr. Subdivision, Wake County, North Carolina; and running from said POINT OF BEGINNING South $68^{\circ} 19' 58''$ East 94.95 feet to a point; running thence North $87^{\circ} 55' 42''$ East 142.64 feet to a point; running thence North $76^{\circ} 29' 56''$ East 152.25 feet to a point; running thence South $23^{\circ} 08' 50''$ West 241.63 feet to a point; running thence South $06^{\circ} 09' 50''$ West 321.22 feet to a point;

running thence South $09^{\circ} 11' 10''$ East 173.05 feet to a point;
 running thence South $77^{\circ} 36' 50''$ West 138.71 feet to a point;
 running thence North $33^{\circ} 10' 10''$ West 207.04 feet to an existing
 iron pipe; running thence North $83^{\circ} 10' 10''$ West 185.38 feet to
 an existing iron pipe; running thence North $13^{\circ} 28' 54''$ West
 266.11 feet to an existing iron pipe; running thence North 30°
 $46' 06''$ East 145.58 feet to a point; running thence North $42^{\circ} 29'$
 $06''$ East 213.00 feet to the Point of BEGINNING, and being 6.16869
 acres lying solely in Johnston County, North Carolina, as shown
 on map entitled "Property Survey and Recombination Map of
 Willowbrook" dated July 11, 1986, prepared by Murphy Yelle
 Associates.

TRACT THREE

BEGINNING at a point located South $86^{\circ} 35' 11''$ East 315.38
 feet from a new iron pipe set in the southeast corner of the
 6.16869 acre tract shown on the "Property Survey and
 Recombination Map of Willowbrook", St. Mary's Township and
 Clayton Township, Wake and Johnston County, respectively, dated
 July 11, 1986, prepared by Murphy Yelle Associates, said
 southeast corner also having N.C. Grid Coordinates N =
 701,442.878 and E = 2,148,394.475, and from the POINT OF
 BEGINNING South $85^{\circ} 46' 09''$ East 195.45 feet to a point; thence
 running South $02^{\circ} 43' 43''$ East 167.12 feet to a point; thence
 running South $07^{\circ} 02' 07''$ East 155.49 feet to a point; thence
 running South $14^{\circ} 22' 43''$ East 90.29 feet to a point; thence
 running South $65^{\circ} 33' 09''$ West 151.77 feet to a point; thence
 running South $89^{\circ} 20' 31''$ West 66.88 feet to a point; thence
 running North $04^{\circ} 19' 20''$ West 364.48 feet to a point; thence
 running North $05^{\circ} 29' 00''$ West 123.84 feet to the POINT OF
 BEGINNING, and being 2.039 acres as shown on map for the
 Willowbrook Development Clayton Township, Johnston County, North
 Carolina, dated September 4, 1986 prepared by Murphy Yelle
 Associates.



James Earl Ray
 44-38861-1000
 100-44-38861-1000
 100-44-38861-1000
 100-44-38861-1000

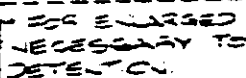
STANLEY C. GORDON
2711 1st Ave. N.E.
Cincinnati, Ohio 45219
Phone: 779-1520
Owner of DOD

100-100000-100000
 100-100000-100000
 100-100000-100000
 100-100000-100000
 100-100000-100000

June 1971: From Service
 St. 2. New JAC
 Radio: 101.2 - B.C. 2750
 August 1971: 2750
 October 1971

ROYAL CANADIAN MOUNTED POLICE
 1000 UNIVERSITY AVENUE, W. 2
 OTTAWA, O.N. K1N 6N5
 TEL. 974-4558
 FAX 974-4558

2000-2001
 2002-2003
 2004-2005
 2006-2007
 2008-2009
 2010-2011



BACK - RED -
GRADING PEN -
NO. 10 TAIL

100 YEAR FLOOD
ELEV 2.3.0 —

ANALYSIS

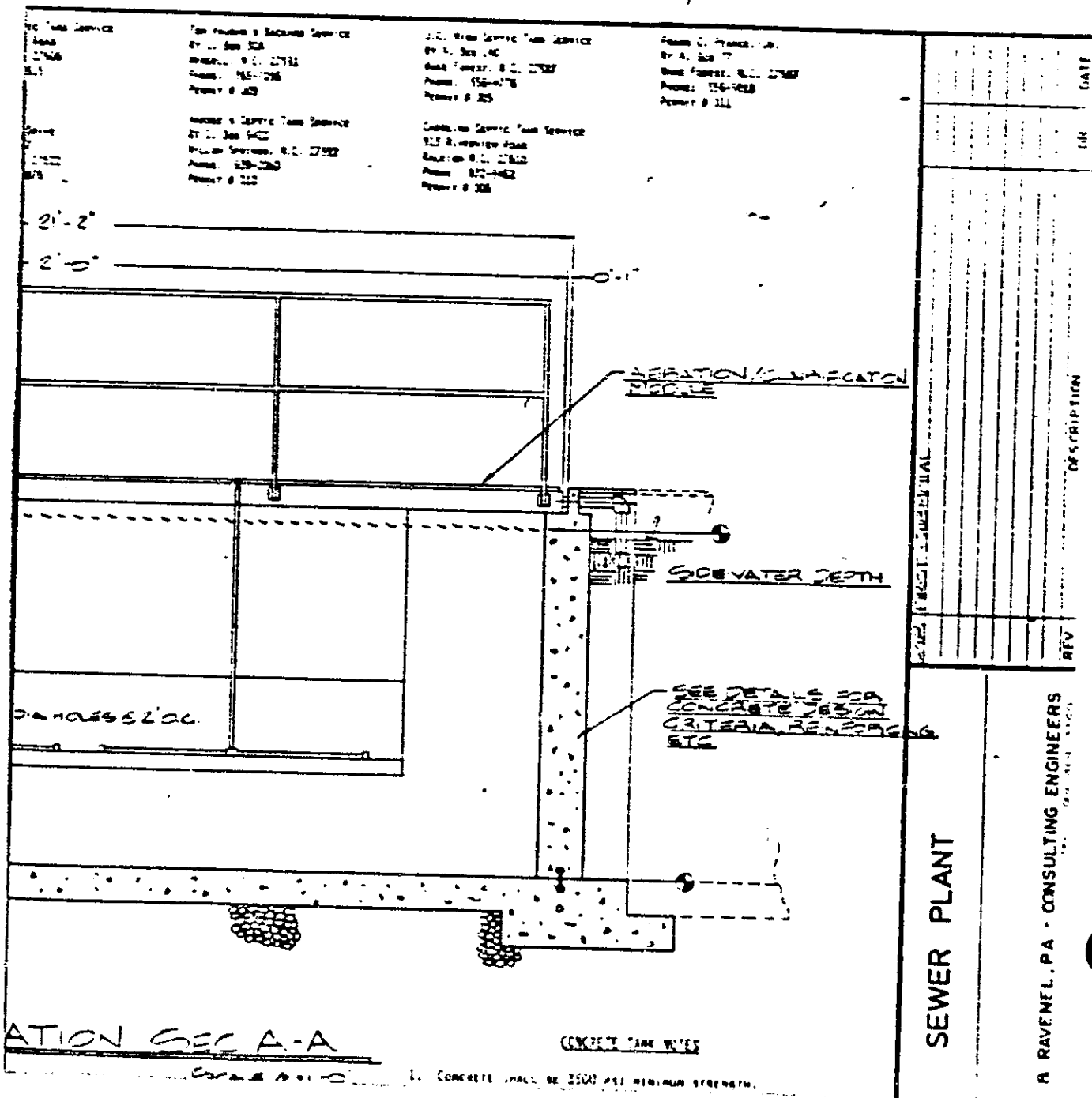
BAFFLED AREA
OR BACKWASH WATER OF
FILTERS IF
TO MEET
LIMITS

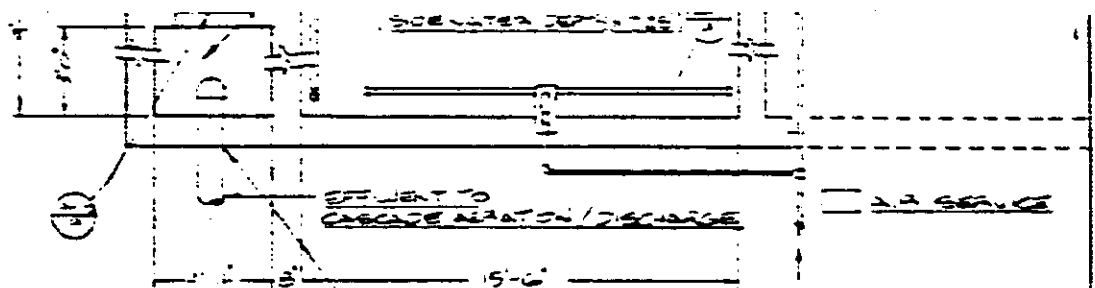
- R.I.N.F. SOAKER TANK

ELE.

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Exhibit "D"



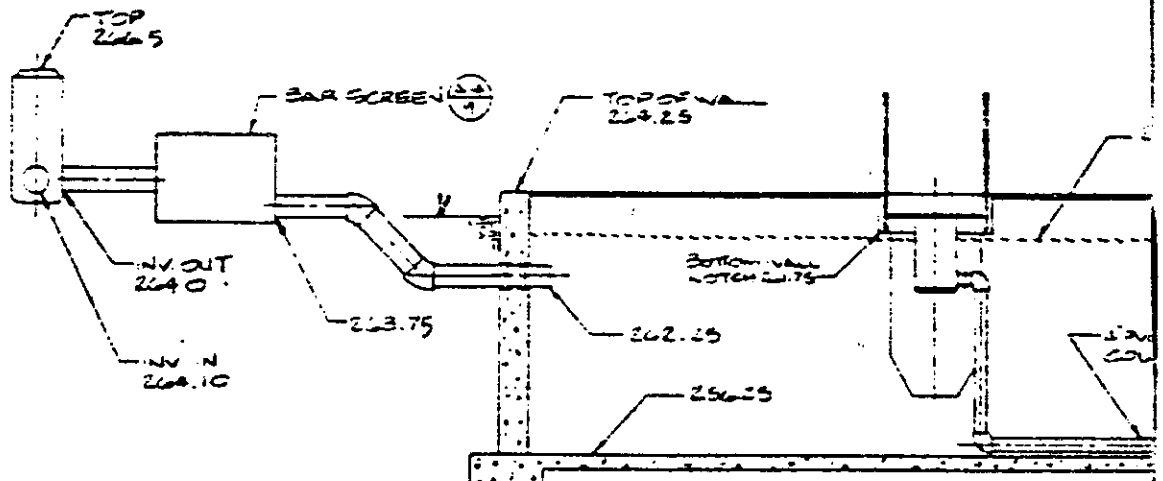


NOTE

OWNER WILL EVALUATE DESIGN CAPABILITY TO MEET LIMITS AT 55% OF DESIGN FLOW FOR FIRST 30,000 GALLON OF PLANT CAPACITY 15,500 GPD, PRIOR TO CONSTRUCTION OF SECOND 30,000 GALLON EXPANSION.

TYPICAL PLAN VIEW

SCALE 1/4" = 1'-0"



Wake County Certification
This plat approved for recording; Exempt
from Wake County Subdivision Regulations.

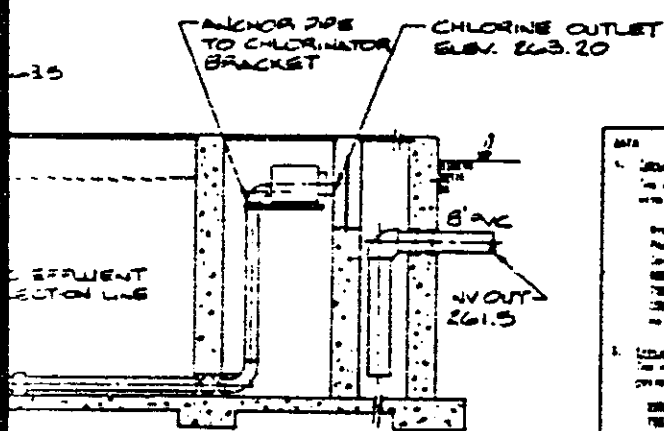
9-25-11
Date

John J. [Signature]
Subdivision Administrator

HYDRAULIC PROFILE

SCALE 1/4" = 1'-0"

ITEM	QUANTITY	DESCRIPTION	REMARKS	REF. DETAILS	COMMENTS
A	1	REACTOR/CLASSIFICATION REBAR	REBAR 12#	SHEET C-10-4	
B	1	STEEL REINFORCING BAR	2# - 12#	SHEET C-10-5	
C	1	WALL REINFORCING BAR	1# - 12#	SHEET C-10-5	
D	9	REINFORCING BARS	2# - 12#	SHEET C-10-5	3 # 12# BARS WALL REINFORCING
E	1	ANCHOR BOLTS	1/2" - 20"	SHEET C-10-5	
F	1	FLANGE WELD	12#	SHEET C-10-5	
G	1	STEEL COUPLER	12#	SHEET C-10-5	
H	1	END FLANGE	12# - 12"	SHEET C-10-5	
I	1	STEEL FLANGE	12# - 12"	SHEET C-10-5	
J	1	END FLANGE	12# - 12"	SHEET C-10-5	



DATA

1. GENERAL
The structure shall be built with the following materials:

Concrete	30,000 PSI	Steel	40,000 PSI
Reinforcing Bar	12#	Flange Weld	12#
Anchor Bolts	1/2" - 20"	End Flange	12# - 12"
Steel Coupler	12#	Steel Flange	12# - 12"
End Flange	12# - 12"		

2. ELEVATION
The structure shall be built with the following elevation:

Top	263.20
Bottom	261.5
Height	1.7

3. MATERIALS
The structure shall be built with the following materials:

Concrete	30,000 PSI
Reinforcing Bar	12#
Anchor Bolts	1/2" - 20"
Steel Coupler	12#
End Flange	12# - 12"
Steel Flange	12# - 12"

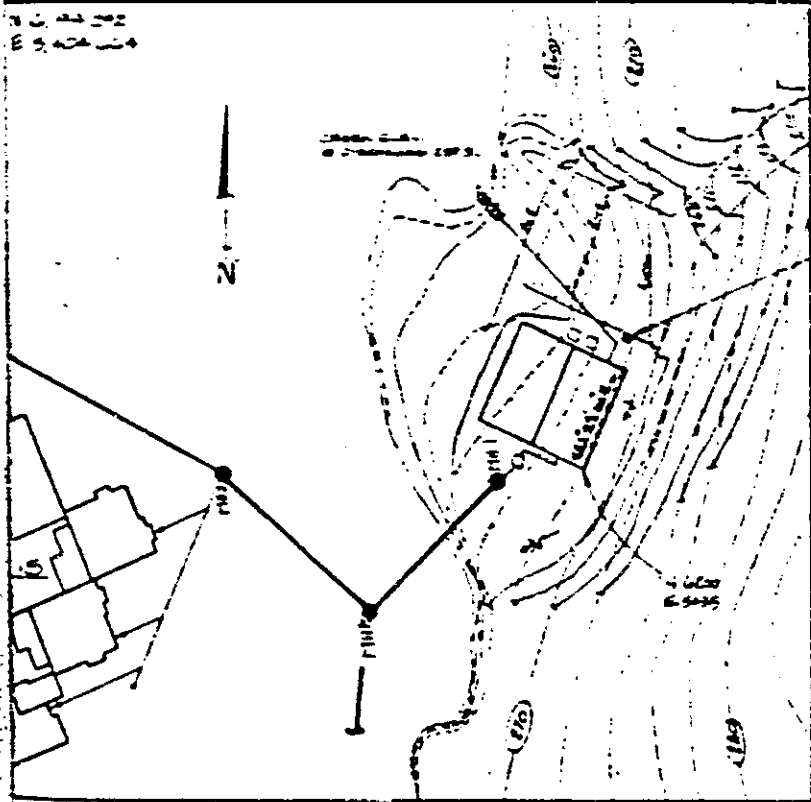
1114

263.20

261.5

1.7

2. ALL INTERIOR SURFACES OF THE TANK SHALL BE SEALED WATER TIGHT.
3. EXTERIOR AND VISIBLE SURFACE AREAS OF THE CONCRETE SHALL BE FINISHED SMOOTH IN A QUALITY MANNER WITH NO HOLES, VOIDS, BUMPS, ETC. BACKFILLING OF THE TANK WALLS SHALL NOT OCCUR BEFORE SEVEN (7) DAYS AFTER THE FORMS ARE REMOVED AND SHALL BE DONE IN 6" LIFTS AND COMPACTED TO APPROXIMATELY 95% OF STANDARD PROCTOR.
4. SHOULD FILTERS BE USED IN THE FUTURE, SERVICE POINT ON GAS ABOVE TANK
5. WATER SEEP INSPECTION POINTS TO BE LOCATED AT PLANT SITE IN 18-24 HOURS



SITE PLAN
SCALE: 1"=40'

WILLOWBROOK COSD	
JOHNSTON AND WAKE COUNTIES	
OWNER: TURNBERRY DEVELOPMENT CORPORATION	
SIGNED	<i>[Signature]</i>
DATE	2-1-76
CAUSE	GAS
CHK'D	
APPRO	
SCALE	AS NOTED
JOB NO.	31-85
SHEET	8 OF 15

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STORM DRAINAGE SCHEDULES

PIPE SIZE	AREA (SQ. FT.)	1	2	3	DEPTH	LENGTH	MAN	DEPTH	LENGTH	1
12"	1.00	1	1	1.00	1.0	1"	12' 0"	1.0	12' 0"	1.0
14"	1.50	1	1	1.50	1.0	1"	14' 0"	1.0	14' 0"	1.0
16"	2.00	1	1	2.00	1.0	1"	16' 0"	1.0	16' 0"	1.0
18"	2.50	1	1	2.50	1.0	1"	18' 0"	1.0	18' 0"	1.0
20"	3.00	1	1	3.00	1.0	1"	20' 0"	1.0	20' 0"	1.0
22"	3.50	1	1	3.50	1.0	1"	22' 0"	1.0	22' 0"	1.0
24"	4.00	1	1	4.00	1.0	1"	24' 0"	1.0	24' 0"	1.0
26"	4.50	1	1	4.50	1.0	1"	26' 0"	1.0	26' 0"	1.0
28"	5.00	1	1	5.00	1.0	1"	28' 0"	1.0	28' 0"	1.0
30"	5.50	1	1	5.50	1.0	1"	30' 0"	1.0	30' 0"	1.0

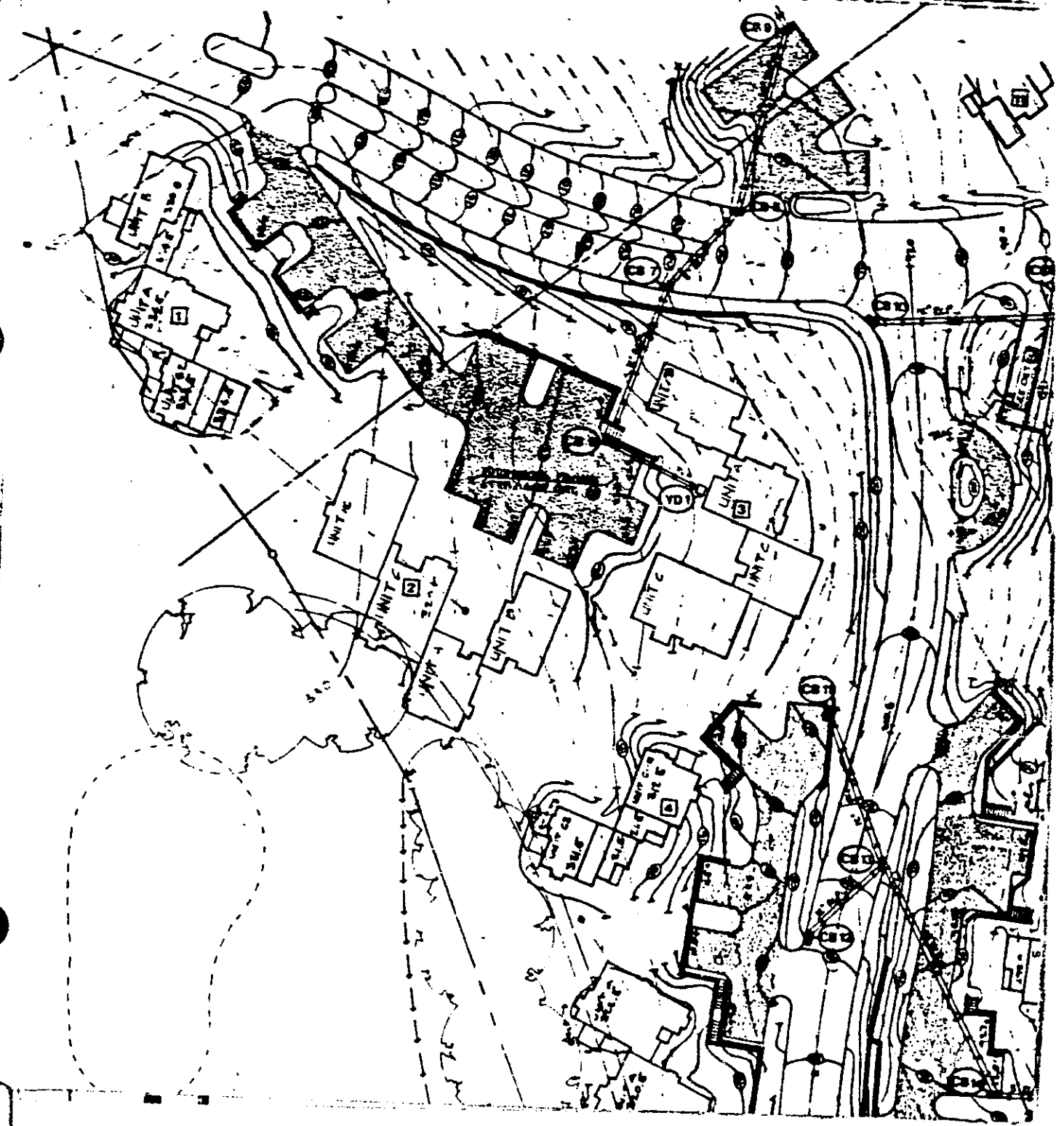
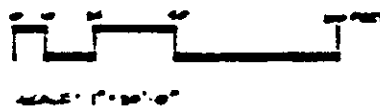
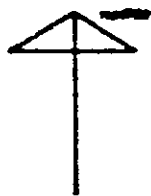


Exhibit "E"
(1)



LEGEND

---	SCOTT'S CONTOURS	
---	PROPOSED CONTOURS	
(28)	CATCH BASIN	(17)
(108)	YARD DRAIN	(33)
(CCB)	CURB CUT	(7)
(141)	SE-PAVED CHANNEL	(14)
(FSA)	PLASSED EROSION SECTION	
(188)	HEADWALL	(8)
(188)	SE-PAVED AREA	(4)
(ES 3)	EMERGENCY SPILLWAY	(2)
---	RETAINING WALL	(1)
---	ROCK AT SURFACE	
(26)	TEMPORARY EROSION CONTROL	(1)
---	SILT FENCING N/TENP	(2)
---	DIVERSION DITCH	(2)
---	SOIL FILTER BERM	(2)
---	CONSTRUCTION ENTRANCE	(2)
---	GRADED SHALE	
---	MAJOR BOTTLE NECK	
---	BUILDING NUMBERS	
---	PROPERTY LINE	
---	COUNTY LINE	

LA 2

DATE: 11/11/11
BY: [illegible]
CHECKED: [illegible]
APPROVED: [illegible]
SCALE: 1" = 100'

LITTLE & LITTLE

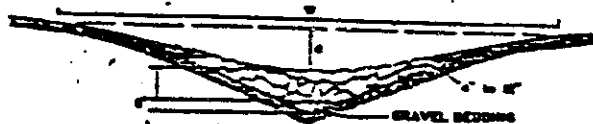
LANDSCAPE ARCHITECTURE
400 1000 1000 1000 1000 1000

SERRY DEVELOPMENT
CORPORATION

[illegible]

CONCRETE	WIND LOAD, f_w	T	C	G	WINDSPEED, f_{ws}	DEPTH	WIND DIRECTION	DEPTH	LENGTH	WIDTH
NO. 1	1.51	0	1.0	2.00	7.0	100	SW	1.0	7' 6" LONG	6'
NO. 2	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 3	1.50	1.00	1.00	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 4	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 5	1.51	0	1.0	2.00	7.0	100	SW	1.0	7' 6" LONG	6'
NO. 6	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 7	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 8	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 9	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 10	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 11	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 12	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 13	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'
NO. 14	1.50	0	1.0	1.99	6.9	100	SW	1.0	7' 6" LONG	6'

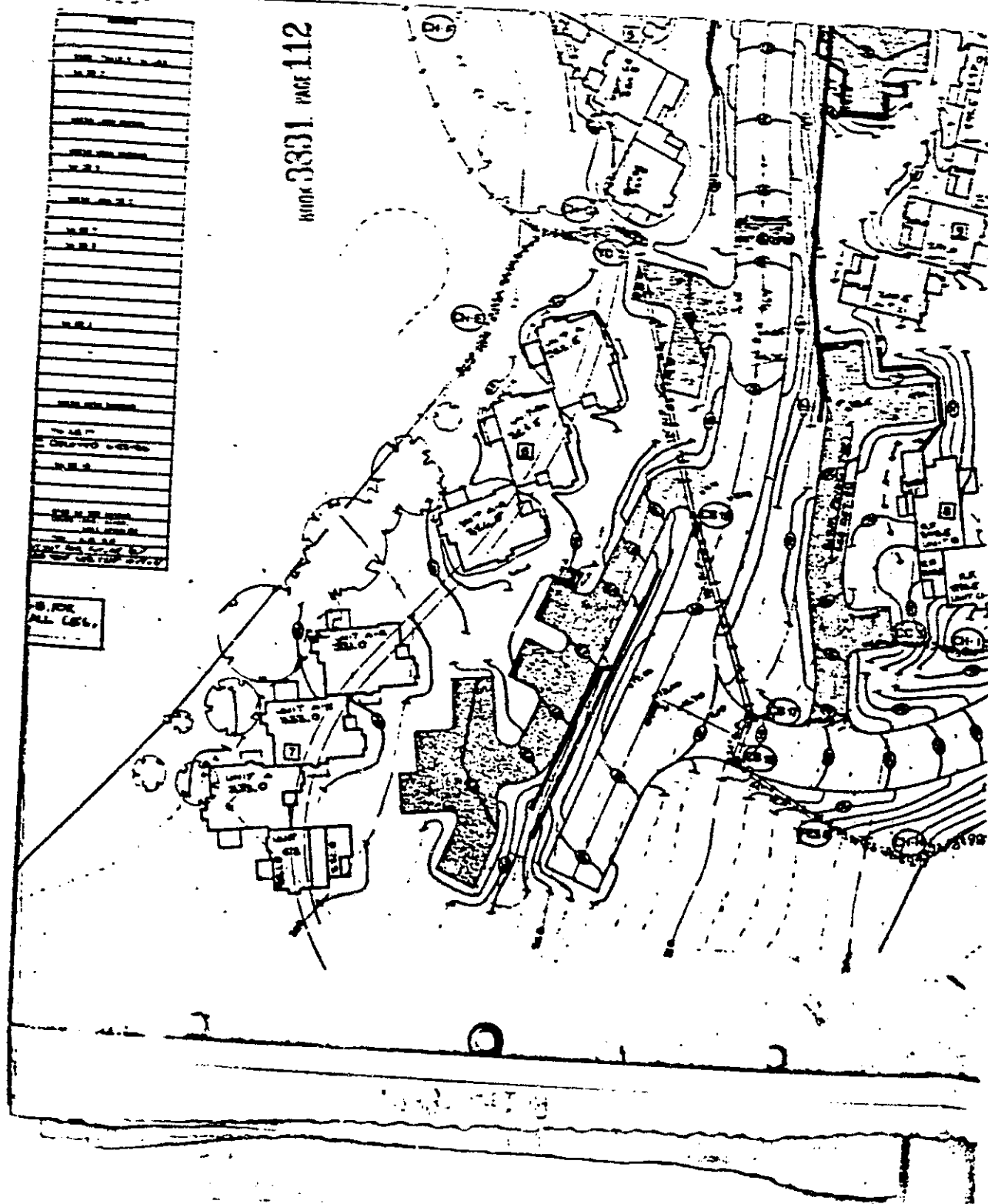
REF: TO SERIAL 05.1767, LA
TEMPORARY MOVEMENT TEAM AT
YD'S + L.S.



V-SECTION CHANNEL - REFER TO TABLE FOR SPREADS
NOT TO SCALE

[illegible]

U.S. FOR
ALL COUNTRIES



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TURN

WILLOWBROOK

PHASE ONE

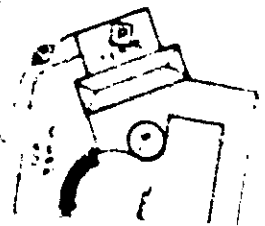
GRADING PLAN

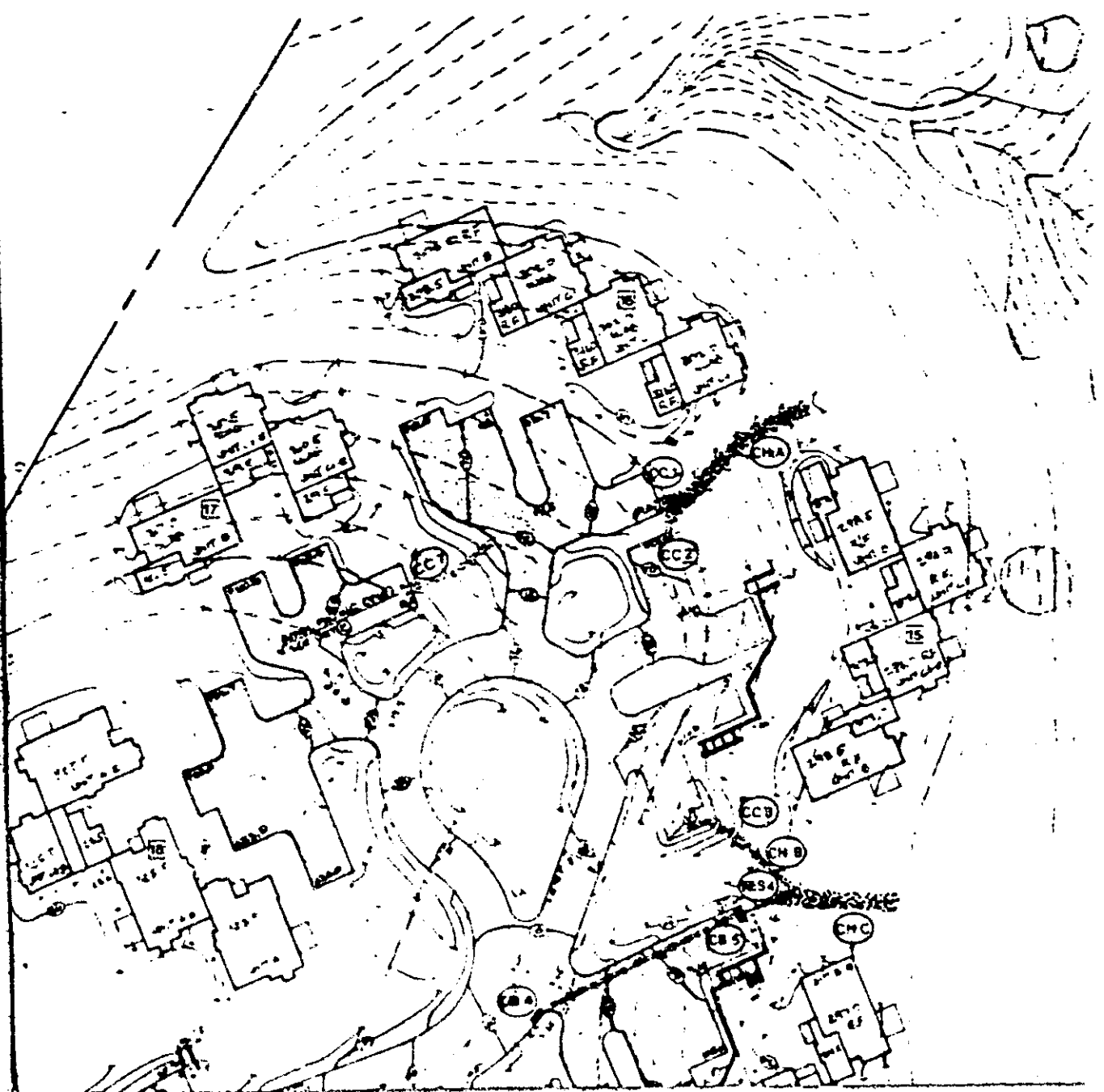
Wake County Certification
This plat approved for recording; Exempt
from Wake County Subdivision Regulations.

9-25-96
Date

[Signature]
Subdivision Administrator

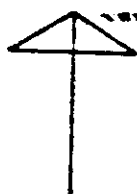
8004 3831 114





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Exhibit "E" (2)



SCALE: 1" = 30' 0"

---	EXIST'G CONTOUR	
---	PROPOSED CONTOUR	
○	WELL	27
○	WELL	28
○	WELL	29
○	WELL	30
○	WELL	31
○	WELL	32
○	WELL	33
○	WELL	34
○	WELL	35
○	WELL	36
○	WELL	37
○	WELL	38
○	WELL	39
○	WELL	40
○	WELL	41
○	WELL	42
○	WELL	43
○	WELL	44
○	WELL	45
○	WELL	46
○	WELL	47
○	WELL	48
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○	WELL	91
○	WELL	92
○	WELL	93
○	WELL	94
○	WELL	95
○	WELL	96
○	WELL	97
○	WELL	98
○	WELL	99
○	WELL	100

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9-25-96
Date

[Signature]
Subdivision Administrator

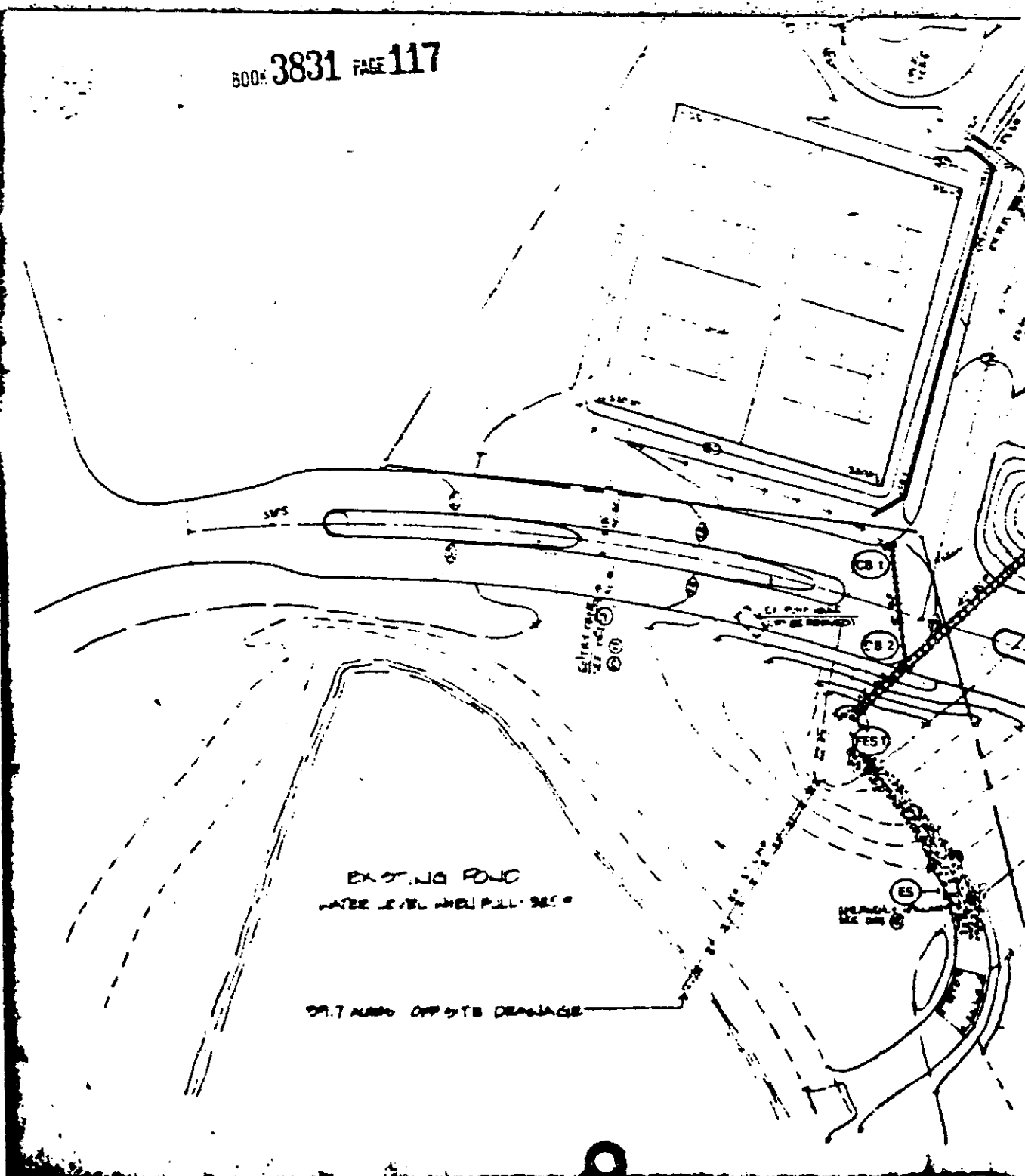
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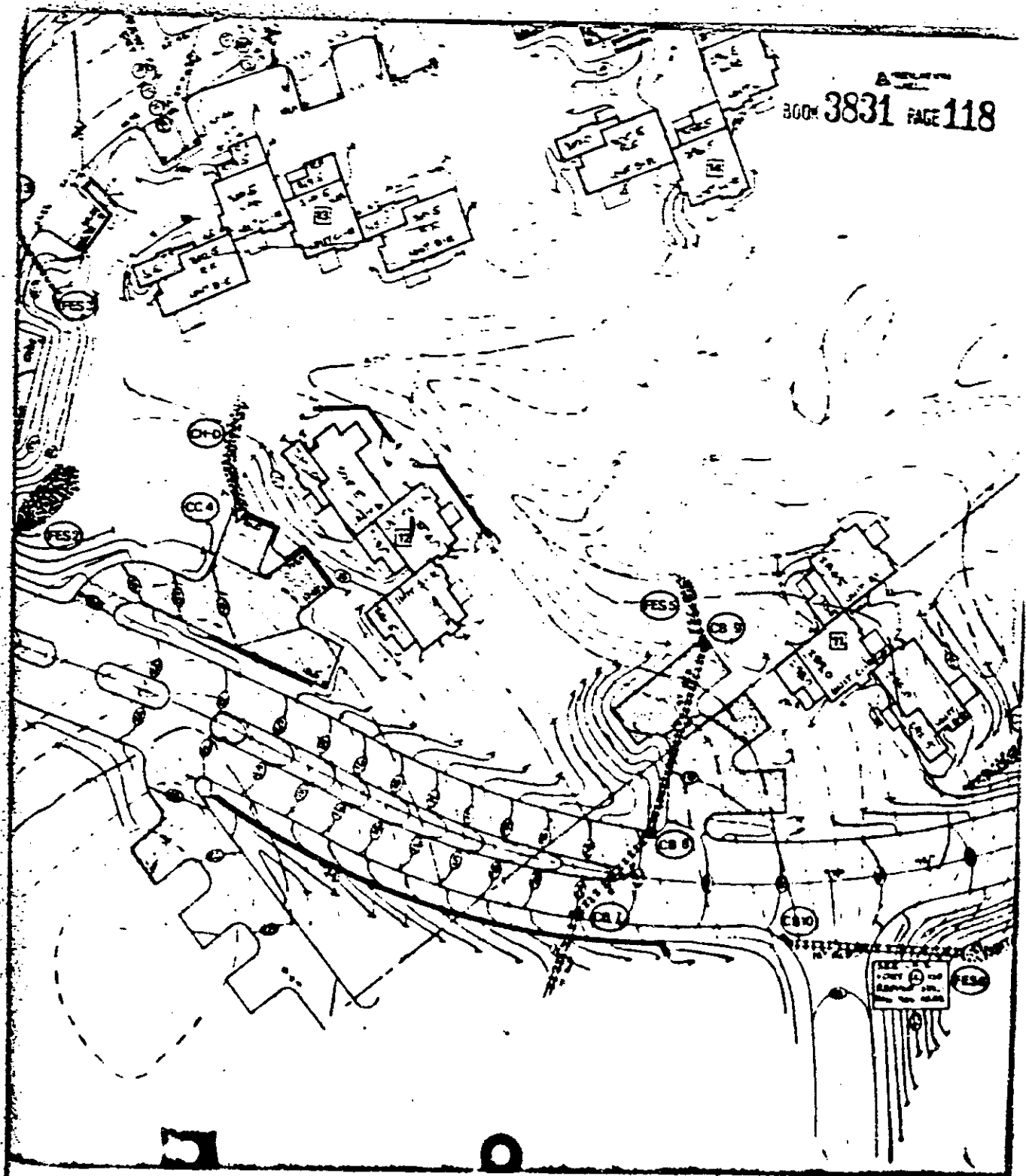
WAKE COUNTY
SUBDIVISION
REGULATIONS

LITTLE & LITTLE
INCORPORATED
10000 WAKE ROAD
Raleigh, NC 27605

MBERRY DEVELOPMENT
CORPORATION

800-3831 PAGE 117





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Just

WILLOWBROOK

PHASE ONE

GRADING PLAN

