

PREPARED BY: TRACY T. DEBNAM
HOLD FOR SMITH DEBNAM, BOX 182

NORTH CAROLINA
WAKE COUNTY

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PEARL RIDGE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this 18th day of January, 2001, between WILCO PROPERTIES, INC., a North Carolina corporation (hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

WITNESSETH:

WHEREAS, Declarant is the owner of all lots within a subdivision in the County of Wake, State of North Carolina, known as Pearl Ridge.

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the property in Wake County; and for the continued maintenance and operation of such recreational and common area.

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall

inure to the benefit of each owner thereof.

ARTICLE I

Section 1. The property which shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Wake County, North Carolina, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference. The Declarant hereby subjects the property, more particularly described on Exhibit A attached hereto and incorporated hereby by reference, to this Declaration and the jurisdiction of the Association and any additions thereto. The Declarant reserves the right to annex additional properties as shown on Exhibit B attached hereto. No additional properties may be subjected to this Declaration without the consent of the City of Raleigh.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Pearl Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of the Declaration. Common Areas shall be defined and bounded on the plat(s) as "Common Areas" or "Common Open Space". Common Areas in each phase shall be conveyed to the Association in accordance with Article III, Section 3 prior to deeding the first Lot in the phase. Common Areas shall specifically include but shall not be limited to: (a) all water lines and sewer lines which serve the Properties and are located outside of any public street right-of-way or any City of Raleigh utility easement (excluding those lines serving a single Lot); and (b) all storm drainage pipes which serve the Properties that are located outside of any public street right-of-way, (excluding those pipes serving a single Lot); and

(c) open space identified on recording plats.

Section 3. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expense of the Common Area and administration, maintenance, repair, or replacement of the Common Areas;
- (c) Expenses declared to be Common Expenses by the provisions of this Declaration or the By-laws;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the By-laws may require the Association to purchase;
- (e) Ad valorem taxes and public assessment charges lawfully levied against Common Areas;
- (f) Expenses agreed by the Members to be Common Expenses of the Association.
- (g) Utilities used in connection with the Common Areas.

Section 4. "Declarant" shall mean and refer to Wilco Properties, Inc., 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 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. Detached single family Lots shall be used to construct detached single family dwellings.

Section 6. "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 7. "Properties" shall mean and refer to that certain real property hereinbefore

described in Exhibit A, and such additions thereto as may hereafter be made subject to the provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area and Over the Common Area for access, ingress and egress from and to public streets, walkways and parking areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) 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.

(d) The right of the Association to limit the number of guests of Members;

(e) The right of the Association, with the assent of two-thirds (2/3) of all Class A Members and two-thirds (2/3) of all Class B Members, and in accordance with its Articles and By-

laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Members and the Association hereunder;

(f) The right of the Association to adopt, publish and enforce rules and regulations as provided in Article III.

(g) The right of the Association to exchange Common Area in accordance with the Raleigh City Code.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, but such delegate shall be subject to the limitations of subsections (a) through (g) of Section 1 above.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements, prior to the conveyance of the first Lot of each phase of development.

Section 4. Parking. The Association may regulate the parking of boats, trailers and other such items on the Common Area.

Section 5. TV Antennas and Cablevision. The Association may provide one or more central television antennas for the convenience of the Members and may supply cablevision and the cost of these may be included in annual or special assessments as a Common Expense. The Association may regulate or prohibit the erection of television antennas and satellite dishes on individual Lots, in accordance with FCC regulations.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. Membership in the Association as defined hereinabove shall be mandatory for each original Lot Owner and each successive Owner of a Lot.

Section 2. 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 provided that, when Class B membership terminates as set forth below, the Declarant shall be a Class A member for each Lot it then owns. 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, and in no event shall fractional votes be allowed.

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 Class B membership or:
- (b) on December 31, 2006; or
- (c) Upon the surrender of all Class B membership by the holder thereof.

ARTICLE V

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 therefore, 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 in particular for the acquisition, improvement and maintenance of the Common Areas, including the maintenance, repair and reconstruction of driveways, walks and parking areas situated on the Common Area, maintenance and upkeep of storm sewer pipes and impoundment structures, the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance of Common Areas and maintenance and landscaping of the of the Common Areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments levied against the Common Area, the payment of Common Expenses, the procurement and maintenance of insurance in accordance with this Declaration or bylaws, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving and any other

expense for which the Association is responsible, and such other needs as may arise.

Section 3. Reserves. The Association shall establish and maintain an adequate reserve fund or funds for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular or special assessments for Common Expense for the Owners of the kind of Lots that require the reserve fund or funds.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for detached single family Lots shall be Three Hundred and No/100 Dollars (\$300.00) per Lot. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased effective January 1 of each year without a vote of membership by up to 10% of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the First Lot to an Owner, the maximum annual assessment for Lots may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of Class A and B 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 5. Special Assessments for Capital Improvements. In addition to the assessment 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have 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 6. Notice and Quorum for any Action authorized under Sections 4 and 5. Written Notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 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 more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Provided, however, that the assessment for Lots owned by Declarant for which no certificate of occupancy has been issued shall be twenty-five percent (25%) of the regular assessments for other Lots.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each

Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Due dates shall be 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 assessment on a specified Lot has been paid. Any certificate so given shall be conclusive evidence of payment of the assessment stated therein.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. Foreclosure is to be in the same manner as that of Deeds of Trust, foreclosed under power of sale under Chapter 45 of the North Carolina General Statutes. 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. Should any deficiency remain after the foreclosure, the Association may also bring an action against the Owner for said deficiency.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to such 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 liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Working capital Fund. At the time of closing of the sale of each Lot by the Declarant, a sum equal to at least two months assessment for each Lot shall be collected from the buyer of said Lot and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

(a) No dwelling 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 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 completed 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.

(b) No trailer, tent, shack, barn or other building shall be erected or placed on any Lot

covered by these covenant. No detached garage shall at any time be used for human habitation temporarily or permanently.

(c) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Except for unit identification numbers required by the City of Raleigh, no billboards shall be erected or maintained on the premises. No more than one sign not larger than five square feet in size is to be placed on any lot; only for sale or for rent signs are permitted. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop shall be carried on upon any Lot.

ARTICLE VII

INSURANCE

Section 1. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies covering the Common Areas shall be purchased by the Association for the benefit of the Association and the Members. All insurance policies covering Single Family Lots shall be owned by the individual Owners thereof and shall be fully paid by such owners.

(b) Coverage. All buildings and improvements upon the Common Areas and all personal property included in the Common Areas shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by the standard extended

coverage endorsement,

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, and

(iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) Liability. 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 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.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense and charged to the Owners as an assessment according to the provisions above.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Members. The sole duty of the Association shall be to receive such proceeds as are paid and to hold the same for the purposes stated herein or stated in the By-laws.

All policies shall be written with a company authorized to do business in North Carolina.

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. Each Owner further covenants and agrees that in the event of a partial loss or damage (defined as cost of repair less than 50% of the current tax value), resulting in less than total destruction (defined as cost of repair valued at greater than or equal to 50% of the current tax value) of structures comprising his Lot, the Owner shall proceed, within 60 days of the casualty, to repair or to reconstruct the damaged

structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs or repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner, within 45 days of the casualty, shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community-wide Standard.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, amend, publish, and endorse reasonable rules and regulations concerning the use and enjoyment of the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

ARTICLE IX

EASEMENTS

Section 1. All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking area, water lines, sanitary sewers, storm drainage facilities, gas lines, 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 conveyance of the individual lots to Owners and the Common Area to the Association; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant, contractors, and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements and development of the Properties until such time as Class B membership terminates; provided, that all the Common Areas shall be restored to as near the condition as that which prevailed prior to the use of the easement as is reasonably practicable.

Section 2. All Lots shall be subject to easements for the encroachments constructed on adjacent Lots and Common Areas to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and downspouts and walls.

Section 3. An easement is hereby established over the Common Areas and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water and sewer facilities, electrical telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

Section 4. If any dwelling is located closer than five (5) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his dwelling. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the owner shall restore the adjoining Lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable. No fence, wall or landscaping shall be installed in said easement which will interfere with the rights of the adjoining Lot Owner.

ARTICLE X

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants 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 signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

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

(a) Reasonably assure itself that the amendment has been executed 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
CONDITIONS AND RESTRICTIONS OF PEARL RIDGE
HOMEOWNERS ASSOCIATION, INC.

PEARL RIDGE HOMEOWNERS ASSOCIATION, INC.

President

ATTEST:

Secretary

Section 5. Management and Contract Rights of Association. Declarant shall enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of

the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract at any time after providing 45 days written notice without justification or penalty after transfer of management by Declarant to the Association.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon written request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representation to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the note securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy, all the above upon request of mortgage holder.

Section 8. Cluster Unit Development. The real property described in Exhibit A attached hereto is a part of a cluster unit development approved by the City of Raleigh in which residential density transfers are permitted: therefore, 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 of Raleigh approval of additional dwellings or further subdividing of lots.

Section 9. Additional Property. Neither the Declarant nor any Lot Owner shall have the right to add additional real property to the cluster unit development, to add dwelling units, to add Common Areas, to change unit types within the cluster, to reallocate units within the cluster, or to withdraw real estate from the cluster unit development.

ARTICLE XI

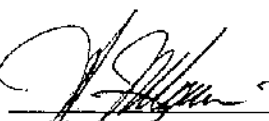
ELECTRICAL SERVICE

Declarant reserves the right to subject the above described Property to a contract with Carolina Power and Light company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by either the Association, the Owners or both within said Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its members this 18th day of January, 2001.

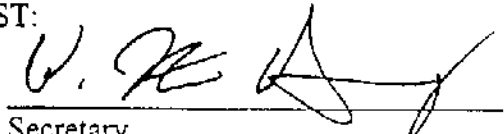
WILCO PROPERTIES, INC.

BY:



President

ATTEST:



Secretary

NORTH CAROLINA
WAKE COUNTY
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I, the undersigned, a Notary Public of the County and State aforesaid, certify that W. Thurston Debnam, Jr. personally appeared before me this day and acknowledged that they he is the Secretary of Wilco Properties, Inc., a North Carolina corporation, and that by authority duly given and as an act of said corporation, the foregoing instrument was signed in its name by its President, attested by its Secretary.

Witness my hand and official stamp or seal this the 18th day of January, 2001.

Mwendy B. Kerns
Notary Public



Commission Expires: *9/30/2005*

EXHIBIT A

BEING all of Lots 1-33, 71-101, Pearl Ridge Subdivision, Phase I, as shown on map and survey recorded in Book of Maps 2001, Page 78-80, Wake County Registry.

EXHIBIT B

Tract 1

BEGINNING at an iron pipe in the northern margin of Loop Road, said pipe being located in the southwest corner of the Major Capps et ux property according to Book 1575, Page 200, Wake County Registry; runs thence along the northern margin of Loop Road South 67 degrees 18' West 557.52 feet to an iron pipe; thence South 71 degrees 15' West 353.32 feet to an iron pipe; thence South 57 degrees 59' West 188.45 feet to an iron pipe located on the western bank of a creek; thence North 10 degrees 28' 48" West 298.03 feet to a stake; thence North 57 degrees 07' 51" West 825.77 feet to an iron stake in said creek; thence leaving said creek North 43 degrees 58' 40" East 863.99 feet to an iron pipe; thence South 82 degrees 40' East 558.23 feet to an iron pipe; thence North 32 degrees 00' East 153.5 feet to an iron pipe; thence South 58 degrees 30' East 444.8 feet to an iron pipe; thence South 23 degrees 30' West 17 feet to an iron pipe; thence South 74 degrees 40' East 516 feet to an iron pipe in a creek; thence with said creek the following courses and distances: South 74 degrees 41' 20" West 54.41 feet; South 71 degrees 0' West 104.86; South 52 degrees 33' 40" West 81.02; North 41 degrees 39" West 16.83; South 25 degrees 54' 40" West 55.90; North 79 degrees 31' 20" West 36.73; South 60 degrees 29' 20" West 255.07 feet to a stake in the northwest corner of Major Capps property; runs thence with the Capps' western property line South 17 degrees 43' 30" East 302 feet to the point and place of BEGINNING, and containing 36.68 acres according to survey of "Mary Poole Property" by Denning and Hewitt-Surveying dated June 2, 1972.

Tract 2

BEGINNING at an existing iron pipe located North 39 degrees 35 minutes 31 seconds West 36.62 feet from an existing iron pipe thence North 87 degrees 18 minutes 00 seconds East 723.30 feet from a concrete monument in the eastern right-of-way of Pearl Road (S.R. 2550), said beginning point also located in the southeastern corner of the property of Carolina Model Home Corporation according to map recorded in Book of Maps 1986, Page 250 of the Wake County Registry; thence from said beginning point, North 04 degrees 36 minutes 00 seconds West 290.45 feet to an existing iron pipe; thence North 85 degrees 24 minutes 00 seconds East 154.74 feet East to an iron pipe set; thence South 04 degrees 36 minutes 00 seconds East 264.85 feet to an iron pipe set; thence South 02 degrees 42 minutes 00 seconds East 30.00 feet to an iron pipe set in Northern right-of-way of an existing 30 foot easement; thence South 87 degrees 18 minutes 00 seconds West 1342.32 feet to the point and place of BEGINNING And containing 1.04 acres, more or less, according to map and survey entitled "Subdivision of the Property of Caroline P. Holloway for Ricky Wayne Reutzel and Carole Ann Reutzel" dated April 30, 1992 prepared by David W. Barrier, RLS.

EXHIBIT B (CONTINUED)

Tract 3

BEGINNING at an iron pipe, said iron pipe being located at the intersection of the southwestern corner of the tract herein described and the southeastern corner of Bullock as described by deed recorded in Book 5073, Page 343, Wake County Registry, runs thence from said point of BEGINNING with the line of Bullock North 08 degrees 28 minutes 17 seconds West 1148.84 feet to a point in the run of a creek; runs thence with the run of said creek in a southeasterly direction (tie lines, courses and distances: South 52 degrees 11 minutes 27 seconds East 18.93 feet; South 68 degrees 48 minutes 32 seconds East 45.69 feet; South 56 degrees 40 minutes 26 seconds East 47.19 feet; South 77 degrees 49 minutes 48 seconds East 38.55 feet; South 42 degrees 35 minutes 12 seconds East 31.09 feet; South 73 degrees 11 minutes 57 seconds East 48.04 feet; South 56 degrees 46 minutes 27 seconds East 44.08 feet; South 75 degrees 57 minutes 52 seconds East 45.39 feet; North 65 degrees 25 minutes 14 seconds East 50.09 feet; South 00 degrees 25 minutes 48 seconds West 51.00 feet; South 76 degrees 46 minutes 45 seconds East 24.85 feet; South 87 degrees 31 minutes 32 seconds East 35.42 feet; South 78 degrees 08 minutes 39 seconds East 16.39 feet; South 46 degrees 45 minutes 08 seconds East 32.68 feet; South 27 degrees 58 minutes 59 seconds East 24.51 feet; North 81 degrees 30 minutes 24 seconds East 43.32 feet; North 81 degrees 39 minutes 45 seconds East 66.54 feet; North 59 degrees 53 minutes 53 seconds East 25.40 feet; North 51 degrees 46 minutes 59 seconds East 72.10 feet; South 81 degrees 53 minutes 20 seconds East 26.51 feet; South 45 degrees 13 minutes 30 seconds East 13.13 feet; South 14 degrees 56 minutes 13 seconds East 18.07 feet; North 81 degrees 01 minutes 30 seconds East 33.48 feet; South 41 degrees 32 minutes 38 seconds East 42.36 feet; North 74 degrees 53 minutes 54 seconds East 10.86 feet; North 42 degrees 36 minutes 17 seconds East 12.24 feet; South 69 degrees 33 minutes 21 seconds East 14.86 feet; South 09 degrees 36 minutes 34 seconds East 17.21 feet; South 45 degrees 07 minutes 25 seconds East 46.92 feet; North 54 degrees 30 minutes 29 seconds East 12.15 feet; North 11 degrees 07 minutes 29 seconds East 28.06 feet; North 89 degrees 21 minutes 53 seconds East 49.86 feet; South 44 degrees 19 minutes 10 seconds East 14.39 feet; South 85 degrees 11 minutes 22 seconds East 24.90 feet; South 02 degrees 40 minutes 38 seconds East 20.80 feet; South 26 degrees 27 minutes 34 seconds West 39.53 feet; South 28 degrees 38 minutes 46 seconds East 35.45 feet; South 85 degrees 43 minutes 53 seconds East 23.69 feet; South 57 degrees 05 minutes 45 seconds East 36.77 feet; South 72 degrees 58 minutes 40 seconds East 72.35 feet; North 25 degrees 54 minutes 39 seconds East 44.37 feet; South 69 degrees 29 minutes 09 seconds East 53.56 feet; South 22 degrees 56 minutes 34 seconds East 14.85 feet; South 44 degrees 41 minutes 29 seconds East 38.93 feet; North 45 degrees 47 minutes 46 seconds East 59.12 feet; South 26 degrees 43 minutes 37 seconds East 35.43 feet; South 68 degrees 03 minutes 48 seconds East 31.17 feet; South 78 degrees 47 minutes 37 seconds East 25.25 feet; South 02 degrees 40 minutes 07 East 25.51 feet; South 29 degrees 40 minutes 47 seconds East 18.86 feet; North 88 degrees 28 minutes 44 seconds East 67.92 feet; South 81 degrees 32 minutes 49 seconds East 62.96 feet; South 30 degrees 38 minutes 25 seconds East 15.86 feet; South 20 degrees 34 minutes 41 seconds West 36.10 feet; South 33 degrees 58 minutes 01 seconds East 22.71 feet; North 72 degrees 45 minutes 37 seconds East 36.10; South 36 degrees 19 minutes 54 seconds East 19.66 feet; South 86 degrees 29 minutes 54 seconds East 17.08 feet; South 56 degrees 01 minutes 36 seconds East 26.59 feet; South 07 degrees 21 minutes 24 seconds East 17.72 feet; South 59

EXHIBIT 3 (CONTINUED)

Tract 3 continued

degrees 11 minutes 42 seconds West 13.46 feet; North 65 degrees 23 minutes 53 seconds West 17.30 feet; South 52 degrees 57 minutes 09 seconds West 10.04 feet; South 04 degrees 13 minutes 40 seconds East 28.19 feet; South 48 degrees 07 minutes 08 seconds East 20.25 feet; North 83 degrees 45 minutes 47 seconds East 12.82 feet; South 27 degrees 01 minutes 16 seconds East 17.99 feet; South 89 degrees 58 minutes 18 seconds East 16.59 feet; North 08 degrees 55 minutes 18 seconds East 26.62 feet) to a point; runs thence South 58 degrees 16 minutes 18 seconds West 112.82 feet to an iron pipe; runs thence South 31 degrees 39 minutes 39 seconds East 170.31 feet to an iron pipe; runs thence South 12 degrees 40 minutes 11 seconds West 200.87 feet to an iron pipe; runs thence North 87 degrees 15 minutes 53 seconds East 56.35 feet to an iron pipe; runs thence South 68 degrees 47 minutes 53 seconds West 189.42 feet to an iron pipe; runs thence South 87 degrees 15 minutes 53 seconds West 169.56 feet to an iron pipe; runs thence South 87 degrees 15 minutes 53 seconds West 292.09 feet to an iron pipe; runs thence South 85 degrees 25 minutes 05 seconds West 229.97 feet to an iron pipe; runs thence South 85 degrees 32 minutes 44 seconds West 100.43 feet to an iron pipe; runs thence South 80 degrees 25 minutes 29 seconds West 74.63 feet to an iron pipe; runs thence South 89 degrees 02 minutes 10 seconds West 247.57 feet to an iron pipe, the point and place of BEGINNING and being all of that certain tract of land containing 24.27 acres.

SAVE AND EXCEPT those two certain parcels of land described by deeds recorded in Book 4726, Page 50 and Book 6314, Page 461, Wake County Registry.

The above described tract of land is also designated as Tract Three in deed recorded in Book 5081, Page 237, Wake County Registry.