

WAKE COUNTY, NC 167
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
HASENTREE**

NOTE FOR TITLE EXAMINER: Article IV, Section 8 of this Declaration requires a non-refundable initial contribution payment to be paid by each purchaser upon every purchase of a Lot, whether from Declarant or on resale. In addition, Article IV, Section 10 of this Declaration requires from each purchaser of a lot a membership contribution, an initiation fee, dues and other charges for the use of Club Facilities in an amount established by the Club Owner.

NO OWNER SHALL DISPLAY, HANG, STORE OR EXHIBIT ANY SIGNS (INCLUDING WITHOUT LIMITATION POLITICAL SIGNS) OUTSIDE OF THE DWELLING ON ANY LOT OR IN ANY DWELLING SO AS TO BE VISIBLE FROM OUTSIDE THE LOT OTHER THAN AS MAY BE PERMITTED BY THE RULES AND REGULATIONS, AS MORE PARTICULARLY SET FORTH IN ARTICLE VIII, SECTION 10 OF THIS DECLARATION. THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

Prepared by and return to:
Alison R. Cayton
Manning, Fulton & Skinner, P. A. (Box 133)

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
HASENTREE**

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by **TOLL NC III LP**, a North Carolina limited partnership, with its principal office located at 250 Gibraltar Road, Horsham, PA 19044, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, on May 2, 2006 Hasentree Corp., a North Carolina corporation (herein "HC") recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Hasentree in Book 11938, page 2314 Wake County Registry, North Carolina ("Declaration") encumbering certain property near the City of Raleigh, County of Wake, State of North Carolina, commonly referred to as "Hasentree", which is more particularly described within the Declaration; and

WHEREAS, HC subsequently recorded Amendments and Supplemental Declarations to the Declaration as follows: Amendment to Declaration recorded in Book 12411, page 1310; Second Amendment to Declaration recorded in Book 12796, page 1665; Third Amendment to Declaration recorded in Book 13326, page 910; Declaration Subjecting Additional Land in Hasentree in Book 12020, page 1731; Declaration Subjecting Additional Land in Hasentree in Book 12412, page 1315; Declaration Subjecting Additional Land in Hasentree in Book 12779, page 1241; Declaration Subjecting Additional Land in Hasentree in Book 12819, page 214; Declaration Subjecting Additional Land in Hasentree in Book 12823, page 2285; Declaration Subjecting Additional Land in Hasentree in Book 12832, page 925; and Declaration Subjecting Additional Land in Hasentree in Book 12938, page 1307 all Wake County Registry (the Declaration as subsequently amended as set forth above is hereinafter referred to as the "Master Declaration"); and

WHEREAS, by Substitute Trustee's Deed recorded March 31, 2009 in Book 13461, page 185 Wake County Registry that property encumbered by the Master Declaration and also owned by HC (the "Property") was transferred from David T. Pryzwansky, Substitute Trustee to CRM Hasentree, LLC, a Georgia limited liability company (herein "CRM"); and

WHEREAS, in connection with the acquisition of the Property by CRM, HC executed that certain Assignment of Declarant Rights dated March 31, 2009 (herein "Assignment") to assign HC's Declarant Rights to Hasentree to CRM, all as more fully described in the Assignment; and

WHEREAS, by Special Warranty Deed recorded in Book 13862, page 204 and by Non-Warranty Deed recorded in Book 13862, page 229 CRM Hasentree, LLC conveyed the Property to Toll NC III LP, a North Carolina limited partnership; and

WHEREAS, CRM executed an Assignment of Declarant Rights effective February 25, 2010 to Assign CRM's Declarant Rights to Hasentree to Toll NC III LP, all as more fully described in the Assignment; and

WHEREAS, pursuant to Article XVI, Section 5 of the Master Declaration the Master Declaration may be amended at any time by the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association and the consent of the Declarant; and

WHEREAS, Declarant is entitled to cast at least sixty-seven percent (67%) of the votes of the Association and has consented to the Amendment and Restatement of the Master Declaration; and

WHEREAS, the Hasentree Owners Association, Inc. executes this Amended and Restated Declaration as required pursuant to Article XVI, Section 5 of the Master Declaration; and

WHEREAS, the Board of Directors has proposed to amend and restate the Master Declaration; and

WHEREAS, Declarant as Declarant and as owner of that portion of the Property entitling it to cast 67% of the votes in the Association, has consented to this Amended and Restated Declaration as evidenced by its execution of this Amended and Restated Declaration.

NOW, THEREFORE, the Master Declaration is hereby amended by striking it and all amendments and supplements thereto in their entirety and substituting in its place the terms of this Amended and Restated Declaration as follows:

WHEREAS, it is the desire and intention of Declarant (as defined herein) to impose on the Property restrictions, conditions, easements, covenants, charges, liens and agreements under a general plan or scheme of improvement for the benefit of all Property herein described and the future owners thereof; and,

WHEREAS, the Property and any additional property added hereto, shall be comprised of tracts for all uses as permitted herein; and,

WHEREAS, Hasentree is a cluster and open space development pursuant to the Wake County Code of Ordinances, consisting of the Hasentree Owners Association, Inc. and other sub-associations as may be established by the Declarant from time to time for any group of Lots in the development of the Property; and,

WHEREAS, this Declaration and the covenants, conditions, restrictions and easements, to the extent applicable, shall apply to the owners of all Lots herein;

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" shall be held, used, occupied, leased, mortgaged, sold and conveyed subject to the following easements, restrictions, charges, liens, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Act" shall mean and refer to the North Carolina Planned Community Act, Chapter 47F, North Carolina General Statutes, as same may be amended from time to time.

Section 2. "Aqua NC" shall mean Aqua North Carolina, Inc., a North Carolina corporation, successor to Heater Utilities, Inc., a South Carolina corporation.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association as filed with the Secretary of State, State of North Carolina, as the same may be from time to time amended.

Section 4. "Association" shall mean and refer to the Hasentree Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns. Should Sub-Associations be established pursuant to Article XII herein, the Association shall be considered the master owners association for Hasentree.

Section 5. "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

Section 6. "Builder" shall mean the person or entity that is professionally employed to construct the initial improvements on any Lot. Builder shall not include a Lot Owner who is not involved in the business of constructing the initial improvements on any lot.

Section 7. "Bylaws" shall mean the document for governance of the Association as adopted initially by the Board and as amended by the Members.

Section 8. "Club" shall mean the recreational and social club known as The Hasentree Club, located on Club Property, as more particularly described in Article VII of this Declaration.

Section 9. "Club Facilities" shall mean the Golf Course, the Family Activity Club, the Club buildings and other improvements located on the Club Property.

Section 10. "Club Owner" shall mean the entity owning the Club and the Club Property.

Section 11. "Club Property" shall mean certain property that contains the Golf Course Land, Family Activity Club and other Club facilities and are owned by the Club Owner. Club Property shall not be part of the Property as hereinafter defined, and shall not be subject to the terms and provisions of this Declaration.

Section 12. "Common Elements" shall mean all real property and any improvements constructed thereon, if any, owned by the Association for the common use and enjoyment of all the Owners, or easements granted to or reserved by or on behalf of the Association (or by Declarant for later transfer, lease, or assignment to the Association). Common Elements may include but are not limited to: private roads and streets, bridges over public and private roads and streets, dams and lakes or ponds, the dam to Hasentree Lake, stormwater control devices, road and street shoulders, walkways, sidewalks, bike paths, gazebos, gates, fountains, entry walls and features, street lighting, all retaining walls, all entry walls and walls bordering the Property, all signage, the walking trails, pedestrian access ways, a common telecommunication system, if established, sewer lines and water lines that serve more than one Lot and are located outside any public street or any water or sanitary sewer easement, and includes Open Space, Common Properties and Common Elements, as may be

designated to be a Common Element of the Association on any recorded map of the Property or by the Association; Common Elements also include, as determined by the Declarant in its sole discretion, all water retention and detention ponds and areas, if any, including all stormwater facilities, structures and improvements associated therewith, as well as drainage improvements, the dams, lagoons, ponds, and easements located on the Property serving more than one Lot which are required to handle stormwater runoff from any part of the Property, and are not maintained by any governmental authority, the owner of the Golf Course Land or Family Activity Club, any Sub-Association that may be established, or any Lot Owner. The Common Elements to be owned by the Association is all of that Property other than the Lots and the Common Elements owned by any Sub-Association established by the Declarant. The Common Elements shall not include the Golf Course, the Family Activity Club and The Hasentree Club properties and easements owned by the owner of the Golf Course. The designation of any land and/or improvements as a Common Element will not mean or imply that the public at large acquires any easement of use or enjoyment therein. All Common Elements are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests, and invitees.

Section 13. "Common Expenses" shall mean and include, as applicable:

- (a) All sums lawfully assessed by the Association against its Members;
- (b) Expenses for maintenance, including but not limited to snow removal, of the private roads, bridges and rights of way, the landscape islands within the private roads, any Department of Transportation right-of-way easements, and, as determined by the Association or the Board, maintenance of ditches within the right-of-way easements and any amenities as provided in this Declaration;
- (c) Expenses of administration, maintenance, repair, or replacement of the Common Elements and Limited Common Elements including but not limited to the expenses of maintenance of all signage, lighting, irrigation and landscaping located at all entrances to Hasentree or the entrance to any specific neighborhood within Hasentree as shown on any recorded plat of the subdivision, and the expenses of maintenance of any sign, lighting, irrigation and landscaping located on any of the Common Elements within Hasentree Subdivision as shown on any recorded plat of the subdivision;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase; or as the Association may deem appropriate to purchase;
- (e) Ad valorem taxes and public assessment charges lawfully levied against Common Elements owned in fee by the Association;
- (f) The expense of the maintenance of stormwater control devices, private drainage and utility easements located on Lots and Common Elements, should the Board determine it is in its best interest to do such maintenance;
- (g) The expense of maintenance of any roads, streets, street islands, easements, amenities, taxes or any other expense item associated with any Common Element not located on the Property but permitted to be used by the Members of this Association by any adjoining landowner, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owner;
- (h) Expenses for maintenance of security devices or personnel, should the Association determine that it is in its best interest to obtain security devices or personnel,

including but not limited to the construction, maintenance and repair of a gate and/or gatehouse if provided by the Declarant;

(i) The charges for utilities used in connection with maintenance and use of the Common Elements;

(j) Expenses for maintenance, repair and replacements of all retaining walls within Common Landscape Easements on Lots and within Common Elements should the Board determine it is in its best interest to do such repair and replacement, and maintenance, repair and replacement of all entry walls and signage;

(k) The expense of the maintenance, repair and replacement of all specialty paving on any public or private road on the Property;

(l) The expense of the maintenance of all easements and landscaping associated with said easements located on Common Elements, or within Common Landscape Easements that have been conveyed to the Association, and improvements thereon, should the Board determine it is in its best interest to do such maintenance;

(m) The expense of the construction, maintenance and repair of a common telecommunication system, if established by the Declarant or the Association;

(n) The expense of monitoring and maintenance of the dam to Hasentree Lake and the expense of reconstruction of the dam to Hasentree Lake in the event of dam failure; and

(o) Expenses pursuant to agreements between Declarant (or prior declarants) and Aqua North Carolina or Heater Utilities, Inc. which are determined by the Board to be a common expense.

(p) Any other expenses determined by the Board or approved by the Members to be common expenses of the Association.

Section 14. "Common Responsibility" shall mean and refer to the Association's duties and responsibilities for insuring, maintaining, repairing, replacing and managing portions of the Property not otherwise designated as a Common Element and over which it has an easement, or other lands and properties which may be the subject matter of a use and access agreement, or a license agreement, or, which, pursuant to a Sub-Association Declaration, the Association is obligated to undertake such activities for the benefit of a Sub-Association's Owners, and the Lots or Units therein.

Section 15. "Consumer-Occupant Lot Owner" referred to herein is a Lot Owner who purchases a Lot from the Declarant or a Builder with the intent to ultimately occupy the residence constructed on the Lot. A Lot Owner who purchases a Lot directly from the Declarant or a Builder, or any previous Lot Owner, on which no improvements have been constructed, shall also be considered a Consumer-Occupant Lot Owner.

Section 16. "County" shall mean Wake County, North Carolina.

Section 17. "Declarant" shall mean and refer to Toll NC III LP., a North Carolina limited partnership, its successors and assigns, to whom the rights of Declarant hereunder are expressly transferred, in writing in whole or in part, and subject to such terms and conditions as Declarant may impose, or any owner of the Property or Lots or remainder of those resulting from the sale of the Property, Lots or the remainder thereof at foreclosure when held by Declarant or the successor to the rights of Declarant or resulting from the transfer in lieu of foreclosure.

Section 18. "Declarant Development Period" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Register of Deeds, Wake County, North Carolina, and continuing until the later of (i) such time as Declarant shall no longer have the right to annex any additional property pursuant to the provisions of Article V, Section 2 hereof; or (ii) such time as Declarant shall no longer own any portion of the Properties for the purpose of Development or sale; or (iii) February 25, 2040.

Section 19. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hasentree and all amendments thereto.

Section 20. "Family Activity Club" shall mean the improvements, located on Club Property, including swimming pools, tennis courts, playground area, exercise facilities, meeting facilities and multi-purpose room.

Section 21. "Golf Course Land" shall mean and refer to that certain contiguous or nearly contiguous land and easements known as "Hasentree Golf Course," which is owned and operated as a golf course facility, with appurtenant clubhouse, driving range, cart storage area, golf maintenance facility and any other facilities ancillary to such golf operations. When used herein, the term "Owner of the Golf Course Land" and variants thereof shall mean, collectively, the title owner of such land and any other person leasing and/or operating the golf facilities located thereon, their successors and assigns. In exercising any right or easement granted to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

Section 22. "Grinder Pump Station" shall mean the wastewater grinder pump, tank and controls to be located on each Lot near the structure into which the wastewater enters and is then pumped into the appropriate wastewater collection system for that Lot.

Section 23. "Limited Common Elements" shall mean those portions of the Common Elements or portions of Common Elements located within an easement, that serve only a single Lot or a limited number of Lots, and which may include, but specifically is not limited to, driveways, walkways, parking areas or areas serving only specified Lots, brick retaining walls located on or adjacent to any part of a Lot, private roads or streets located behind a security gate, and such other similar areas as may be designated by a subdivision map of the Property or by the Association.

Section 24. "Lot" shall mean and refer to any separately numbered portion of the Properties shown on any now or subsequently recorded subdivision plat of the Properties intended for use or used as a site for any single-family attached or detached dwelling, patio (zero lot line) home, townhome or condominium unit and shall include any improvements constructed thereon, and "Lots" shall refer to all such lots collectively. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of any other Owner or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant or an affiliate of Declarant, as the case may be, and to thereby create additional Lots, eliminate existing Lots or Common Elements or create additional Common Elements; provided, however, in no event shall the Properties contain a greater number of Lots than the number from time to time permitted by the appropriate local governmental authority. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

Section 25. "Master Plan" shall mean and refer to the plan(s) for the Properties and any additional property now or hereafter approved by the appropriate local governmental authority, as such plan(s) may be from time to time amended and approved.

Section 26. "Master Plan Lot" shall mean and refer to any separately numbered portion of the Properties shown from time to time on the Master Plan intended for use or used as a site for any single-family attached or detached dwelling, patio (zero lot line) home, townhome or condominium unit and shall include any improvements constructed thereon and "Master Plan Lots" shall refer to all such lots collectively.

Section 27. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 28. "Neighborhood" shall mean any area or areas within the Community designated by a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by or common to all residents within the Community.

Section 29. "Neighborhood Assessments" shall mean assessments levied in accordance with Section 9.4 below.

Section 30. "Neighborhood Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplementary Declaration(s) applicable to such Neighborhood(s).

Section 31. "Owner" or "Lot 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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 32. "Person" shall mean and refer to any individual, corporation, limited liability company, partnership, association, trustee or other legal entity.

Section 33. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto attached, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 34. "Purple Pipe" shall mean and refer to residential reclaimed water piping and appurtenances as contemplated by section 2.2 of the Heater Water Agreement defined in Article VIII, Section 29 herein.

Section 35. "Reclaimed Water" shall mean and refer to wastewater that has been treated by Aqua NC to the point that it meets effluent quality standards required by Permit No. WQ0021934 issued by the North Carolina Division of Water Quality as further defined in that Effluent Easement and Irrigation Agreement recorded in Book 13037, page 2573 Wake County Registry.

Section 36. "Service Line" shall mean the portion of the individual wastewater line for which Aqua NC will assume maintenance responsibility. The Service Line shall include only that portion of the line that extends from the Grinder Pump Station near the structure to Aqua

NC's wastewater main at or near the street. The portion of the line extending from the structure to the Grinder Pump Station shall not be included in the term "Service Line."

Section 37. "Sub-Association" and "Sub-Association Declaration" shall mean and refer to those entities as described in Article XI hereinbelow.

Section 38. "Walking Trail" shall mean and refer to a path that may or may not be paved, is of variable width, and is designated solely for use by pedestrians, but in any event shall not be a golf cart path unless it is designated to co-exist with a golf cart path.

ARTICLE II

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 Elements and the Club Facilities on Club Property together with and including the right of access, ingress and egress, both pedestrian and vehicular, on and over the drives, walkways and parking areas of the Common Elements, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge admission and other fees for the use of any recreational or other similar facility situated upon the Common Elements and the Club Property;

(b) the right of the Association to suspend the voting rights and the right to use the recreational, other Common Element facilities, and the Club Property if any, 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 pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of Members entitled to cast at least eighty percent (80%) of the votes of each class of Members of the Association, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however, during Declarant's Development Period, Declarant must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances;

On any instrument of dedication, sale, transfer, easement, lease right of way or other disposition of real or personal property, the Secretary of the Association shall certify that eighty percent (80%) of each class of members have approved the action evidenced by the instrument, and that certificate shall be conclusive that the execution and delivery of such instrument was properly authorized by the Association and its members and shall be relied upon and binding as to any third party or as to any grantee, its successor and assigns; provided, however, conveyances for general service utility purposes as specified in the Declaration may be made without consent of the members, and the Association may execute an instrument of conveyance therefore without such certification;

(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 each class of Members to borrow money for the purpose of improving the Common Elements and facilities and in aid thereof to mortgage the Common Elements, provided that the rights of such mortgagee in the Common Elements shall be subordinate to the rights of the Members and the Association hereunder;

(f) the right of the Association in accordance with its Articles of Incorporation or Bylaws to impose rules and regulations for the use and enjoyment of the Common Elements and improvements thereon, which rules and regulations may further restrict the use of the Common Elements and to create Limited Common Elements.

(g) the right of Owners of Lots on additional lands annexed to the Property initially, or subsequently, to the easements of use and enjoyment and rights of ingress, egress and access, as specified above, to the initial Common Elements and Common Elements established on all lands included in subsequent phases.

(h) the right of the Association to dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Board; provided, however, no such dedication or transfer shall interfere with or obstruct drainage rights in favor of, utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances and no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded.

(i) the right of the owner of the Club Property to impose rules and regulations for the use and enjoyment of the Club Property and improvements thereon, which rules and regulations may further restrict the use of the Club Property and which rules and regulations shall be adopted by the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the provisions of this Declaration and the By-Laws, his right of use and enjoyment to the Common Elements and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, but may not delegate or assign responsibility for the actions of those to whom such right is delegated.

Section 3. Title to the Common Elements. While reserving the right to build and own facilities on the Common Elements and to charge reasonable fees for use of said facilities, the Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Elements located within the Property to the Association, free and clear of all encumbrances and liens, except for encumbrances of utility, service, access, storm drainage and other similar service or utility easements. Such conveyances shall occur at such time as Declarant shall determine, in its sole discretion, but in no event later than the expiration of the Declarant Development Period. At such time as Declarant shall convey the Common Elements to the Association, no acceptance of consent by the Association shall be necessary and the recordation of a deed from Declarant to the Association shall be deemed conclusive evidence of the Association's acceptance of such conveyance of such Common Elements in their "as-is, where-is" condition, subject to the matters stated above.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every record 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 every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, except for Declarant or any Affiliate, during any period of Declarant Control. The foregoing is not intended to include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation. Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A Members shall be entitled to one (1) vote for each Lot owned. A Lot Owner shall have the number of votes based on the number of Lots recorded as of February 25, 2010, should two (2) or more Lots be recombined into one (1) Lot. When more than one person holds an interest in any Lot, all such persons shall be Members.

Class B. The Class B Member shall be the Declarant and shall be entitled to six (6) votes for each Master Plan Lot that is owned by Declarant and/or any Affiliate or for which Declarant or any Affiliate holds a contract right to purchase. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership; but provided, that the Class B membership shall be reinstated if thereafter, and before the time stated in Subparagraph (b) below, the Master Plan is amended to add additional Master Plan Lots sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to six (6) votes for each Master Plan Lot that is owned by Declarant and/or any Affiliate or for which Declarant or any Affiliate holds a contract right to purchase) greater than those of the Class A membership, or
- (b) twenty (20) years from the date of recordation of this Declaration

Section 3. Board of Directors. During the Declarant Development Period, Declarant shall have the right to designate and select all of the Members of each Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any members or members of the Board of Directors so removed for the remainder of the unexpired term of any member or members of the Board of Directors so removed. Any Board of Directors member designated and selected by Declarant need not be a resident of the Properties. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any

members of the Board of Directors which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

During the Declarant Development Period, the Board shall have the sole and exclusive authority to exercise all powers and rights of and to act in all instances on behalf of the Association, and the Members shall have no authority to exercise such powers or rights to act by exercise of their votes, except as may be determined by the Board in its discretion, and except as provided with respect to the commencement of judicial or administrative proceedings as provided in Article XV, Section 1 of this Declaration and those acts the Planned Community Act or other applicable laws provide may not be undertaken unilaterally by the Board, such as, to the extent required, ratification of the budget as provided in Article IV, Section 3 of this Declaration, and conveying fee simple title to all or any part of the Common Elements as provided in Article II, Section 1(c) of the Declaration.

Section 4. Suspension of Voting Rights. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and the Articles and Bylaws of the Association and according to the provisions of Article II, Section 1(b) herein.

Section 5. Master Plan Lots. It is recognized that with tracts for which the subdivision of Master Plan Lots has not been accomplished or the Master Plan Lots designated, in view of that assessment provided in Article IV, Section 1, it would be inappropriate for Declarant, or its successor in interest to such tracts, to be limited to one vote per lot (or tract); therefore, notwithstanding the provision of Section 2 above, Declarant, or its successor in interest to any such Master Plan tract, shall be entitled to six (6) votes for each unit or lot, as the case may be, which is permitted to be constructed or subdivided thereon by the Master Plan. Such voting rights shall continue as to each lot until the same shall be constructed or subdivided, as the case may be, at which time Declarant shall have six (6) votes for each dwelling unit constructed or lot subdivided, if owned by Declarant; and if not owned by Declarant then the Owner shall have voting rights as a Class A Member.

Section 6. Prohibited Actions. Despite any assumption of control of the Board by Owners other than the Declarant, until the Declarant has sold every home in the development, the Owners and the Board are prohibited from taking any action which would discriminate against the Declarant, or which would be detrimental to the sale or leasing of homes owned by the Declarant, in the Declarant's sole discretion. The Board shall be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to the assumption of control of the Association by owners other than the Declarant until the Declarant sells the last home owned by it in the ordinary course of business.

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 Property, 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 which are Common Expenses, and (2) special assessments for extraordinary maintenance and capital improvements, (3) special assessments for purchase, construction or reconstruction of improvements, and (4) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Properties and public or private roads if the Association shall default in payment thereof. The annual, individual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot

against which each such assessment is made. A Lot Owner shall pay assessments based on the number of Lots recorded as of February 25, 2010, should two (2) or more lots be recombined into one (1) lot. Each such assessment, together with interest, costs, late payment charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Association shall also have the authority, through the Board of Directors to establish, fix and levy an individual special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association for repair or remedy.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him within ten (10) days of the due date as established by the Board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses to promote the recreation, health, safety, and welfare of the Owners of Lots; and, in particular, but not limited to, the acquisition, improvement and maintenance of the Common Elements, the establishment, maintenance and repair of a common telecommunication system (if established), services, amenities and facilities, street islands, and for the use and enjoyment of the Common Elements, including but not limited to, the cost of repairs, replacements and additions to the Common Elements, the cost of maintenance, repairs and snow removal on the private roads, the cost of labor, equipment, materials, management and supervision, the cost of monitoring and maintenance of the Hasentree Lake dam, the cost of repair of the Hasentree Lake dam in the event of dam failure, repayment of the Assessment Loan as defined in this Article IV, Section 9, the payment of taxes and public assessments assessed against the Common Elements, the providing for security to the Property, the procurement and maintenance of insurance in accordance with the Declaration and Bylaws or as deemed appropriate by the Board, the payment of cable service, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise.

Section 3. Amount of Assessment.

(a) Initial Maximum Assessment. To and including December 31, 2011, the maximum annual assessment shall not exceed Nine Hundred and 00/100 Dollars (\$900.00) per Lot.

(b) Increase by Association. From and after January 1, 2012, the maximum annual assessment effective for any year, initially \$900.00, per year (including 2011) may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed the greater of twelve (12%) percent or the percentage increase reflected in the U. S. City Average, Consumer Price Index -United States and selected areas for urban wage earners and clerical workers, all items, most recent index and percentage changes from selected dates, (published by the U.S. Bureau of Labor Statistics, United States Department of Labor, Washington, D.C.), or such other Index as may succeed the Consumer Price Index, for that twelve-month period ending the immediately preceding October 1. The percentage increase shall be based on the maximum

annual assessment for the prior year, or if the Association has not chosen to implement an increase for one or more years, or to charge the full amount of the maximum annual assessment, the increase provided in this Section 3 (b) may, at the option of the Association, be based on the maximum annual assessment that would be effective had the increase been implemented each year prior to the year of the actual increase, based on the maximum annual assessment, and not based on the actual annual assessment charged for the prior year or years. Any budget increasing assessments by less than twelve percent (12%), is ratified unless ninety percent (90%) of the total vote of Members vote to reject the budget at a duly called meeting. The Board of Directors, at its option may declare that a special "Refurbishment Assessment" be levied against all Lots, unless ninety percent (90%) of the total vote of Members vote to reject it. The Refurbishment Assessment shall be in an amount not to exceed Five Hundred and no/100 Dollars (\$500.00) per Lot and may be levied no more than once every five (5) years from the date of the recording of this Declaration. The Refurbishment Assessment shall be used to pay for the cost of enhancing, refurbishing or repairing portions of the Common Elements, such as, but not limited to entryway features, lighting and landscaping and the like.

(c) Increase by Members. From and after January 1, 2011, the maximum annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative 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 such purpose. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. In establishing the maximum annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the maximum annual assessment in an amount in excess of the amounts provided in Subsection (b) of this Section 3 without the consent of Members required by Subsection (c) of this Section 3. The Annual Assessment may be set at an amount less than the maximum annual assessment for any assessment year, in the sole discretion of the Declarant, or at the end of the Declarant Development Period, in the sole discretion of the Board. Should the Annual Assessment be set at an amount less than the maximum annual assessment permitted, increases in subsequent years shall be in the manner stated within this Section 3(b) of Article IV.

(e) Board Authority. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(f) Declarant Expenses. Until such time as Declarant shall no longer control the Board, in its sole discretion Declarant may either make a loan to the Association for funds to cover the expenses not otherwise covered by the assessment hereunder, or it may pay any Association expenses not otherwise covered by the assessment hereunder. Declarant may, in its sole discretion, require evidence of the loan in the form of a promissory note from the Association to the Declarant.

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 construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Elements, any extraordinary maintenance, including vegetation, fixtures and personal property related thereto and any property for which the Association is responsible, and the cost to

purchase Lots and dwellings at foreclosure sales of Association liens, provided that 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. Provided, however, the Board of Directors, at its option may declare that a Special Capital Assessment be levied against all Lots, unless ninety percent (90%) of the total vote of each class of Members vote to reject it. The Special Capital Assessment shall be in an amount not to exceed Five Hundred and no/100 Dollars (\$500.00) per Lot and may be levied in emergency situations only, no more than once every five (5) years from the date of the recording of this Declaration. This assessment may not be used for any other purposes including litigation involving the Association.

Section 5. Replacement Reserve. Out of the Common Expenses assessment, the Board shall create and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements and any Limited Common Elements which the Association may be obligated to maintain.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than ten (10) 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 fifty percent (50%) of the total votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a minimum seven (7) day, maximum twenty-one (21) day notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If at a second meeting, the requirement of one-half of the required quorum is not met, then in a subsequent meeting the requirement shall be one-fourth (1/4) of the required quorum and successive meetings may be held until a quorum is maintained by successively halving the quorum requirement of the prior meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly, quarterly, annually or other periodic basis established by the Board. Notwithstanding the foregoing, any Common Expense associated with the construction, maintenance, repair or replacement of a Limited Common Element shall be assessed against the Lots to which that Limited Common Element is assigned in such proportion as determined by the Declarant, or after the Declarant Development Period, the Board.

Section 8. Date of Commencement of Annual Assessments; Due Dates; Initial Working Capital. The Annual Assessments provided for herein shall commence as to any Lot on the date determined by Declarant, in its sole discretion. All Lot Owners, with the exception of the Declarant as provided in Section 9 of this Article IV, shall be responsible for payment of one hundred percent (100%) of the Annual Assessment for a Lot, regardless of whether the improvements have been constructed on that Lot. All Lots in subsequently annexed properties, similarly, shall be subject to assessment. The first Annual Assessment shall be adjusted according to the number of days remaining in the calendar year. With respect to Lots that are conveyed by Declarant to an Owner who is not a Declarant, for the year in which the conveyance occurs, the amount of that year's annual assessment for such Lot is determined by multiplying the applicable annual assessment amount by a fraction whose numerator is the number of days remaining in that year from and after the day on which the conveyance occurs and whose denominator is the total number of days in that year, and that amount may be collected at closing. 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 if it deems appropriate, 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 issuance.

In addition to the regular assessments to be charged and paid hereunder, the initial Consumer Occupant Lot Owner and all resale purchasers shall, at the time of the sale of each Lot from the Declarant or Builder to the initial Consumer-Occupant Lot Owner or on resale of any Lot, pay to the Association a non-refundable working capital determined from time to time by the Declarant or the Board as applicable, which shall be used by the Association for such purposes deemed appropriate or desirable by the Board. These amounts need not be segregated but may be commingled with regular assessment funds. This working capital amount shall be paid by the Lot Owner notwithstanding the fact that Declarant may have made prior regular assessment payments to the Association on the Lot being sold pursuant to the provisions of the first sentence hereunder.

Section 9. Assessments against Lots Owned by Declarant. Except to the extent otherwise expressly required this Declaration, the following shall apply:

Anything to the contrary set forth in this Declaration notwithstanding, the Annual Assessment and any other Assessment described herein on each Lot owned by the Declarant shall be an amount equal to ten percent (10%) of the amount of the Annual Assessment or such other Assessment on each Lot owned by an Owner other than Declarant.

In addition, Declarant shall be entitled to credit against any Assessments on Lots owned by Declarant any and all amounts which Declarant has paid directly for common expenses or has paid or contributed to the Association for the Association's payment of common expenses.

Until the end of the Declarant Development Period, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the Annual Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant pursuant to the immediately preceding paragraph), which may be either a contribution, an advance against future assessments due from the Declarant (if Declarant consents in writing to any such assessments), or a loan (as described below), in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Association's budget. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years.

It is anticipated that until Declarant has sold a certain number of Lots (which has not yet been determined, and which number is referred to as the "Break-Even Number"), the Annual Assessments collected by the Association will not be sufficient to pay all common expenses on a current basis, but that the anticipated Annual Assessments collected after the Break-Even Number of Lots has been sold will exceed common expenses. To fund this shortfall, Declarant reserves the right, but it is not obligated, to make a loan (the "Assessment Loan") to the Association as provided below, until cash flow from the Annual Assessments is sufficient to pay common expenses. If Declarant elects to make an Assessment Loan, then Declarant shall advance to the Association the amount by which the common expenses have exceeded the Annual Assessments collected for such year. The Association shall have the affirmative obligation to repay the Assessment Loan to the Declarant in accordance with the terms hereof, with no interest thereon except as otherwise provided in this section. The Association shall use proceeds advanced to the Association only to pay the above described shortfall in common expenses. The Association shall repay the Assessment Loan to Declarant in monthly installments or as otherwise determined by the Declarant commencing at such time as sales of Lots reach the Break-Even Number, until the balance of the Assessment Loan has been repaid to Declarant in accordance with its terms; provided, however, an Assessment Loan shall in no event be repaid to Declarant later than December 31, 2017, unless earlier accelerated due to a default by the Association. After maturity, whether by acceleration or otherwise, if the Assessment Loan remains

unpaid, the outstanding balance shall bear interest at a rate of fifteen percent (15%) per annum compounded monthly. Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is hereby deemed to covenant and agree (and such covenant further shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), that such an Assessment Loan is reasonable and was made by Declarant and accepted by the Association in good faith and at arms length.

Section 10. Club Membership Assessments. All Owners in the Development shall be Club members and shall be assessed an initiation fee upon acquisition of a Lot in an amount as determined by the Club Owner. All Owners in the Development shall be assessed the annual Club membership fees (the "Club Membership Assessment") as determined by the Club Owner, which fees shall be used to pay for the improvement, use, operation, repair, replacement and maintenance of certain of the Club Facilities as determined by the Club Owner. Each Owner of a Lot or Dwelling Unit, by acceptance of a deed or other conveyance therefor, is hereby deemed to covenant and agree (and such covenant further shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot or Dwelling Unit), to pay to the Club, (or to any Person which may be designated by the Club to receive such monies on behalf of the Club), in addition to the other assessments listed in this Article IV, Club Membership Assessments as set forth herein. Where the Declaration refers to assessments generally, such provisions shall include the Club Membership Assessment, including but not limited to provisions regarding the creation of liens and personal obligations for assessments in this Article IV and remedies for non-payment set forth in Section 9 of Article IV of the Declaration.

The amount of the Club Membership Assessment shall be established by the Club Owner as of January 1 of each year. The Club Membership Assessment may be collected on a monthly, quarterly, annual or other basis, as determined by the Club Owner, and may be collected in advance. The rights, privileges and obligations of Club members related to use of the Club Facilities shall be set forth in a separate document to be prepared by the Club Owner. In no event shall Declarant be obligated to pay any Club Membership Assessment.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be delinquent, in default and a late fee shall be assessed at a rate determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. The lien herein granted unto the Association shall be enforceable pursuant to the provisions of Chapter 47F of the North Carolina General Statutes.

Section 12. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any such institutional first mortgage and ad valorem taxes and public assessments levied on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax 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, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. The Golf Course, the Family Activity Club and The Hasentree Club

properties shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except for those owned by the Declarant pursuant to Section 9 of this Article IV.

Section 14. Foreclosure of liens for unpaid assessments. In any action brought by the Board to foreclose on a Lot because of unpaid assessments, the Lot Owner shall be required to pay a reasonable rental for the use of his Lot, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Lot Owners, or on behalf of any one or more individual Lot Owners, if so instructed, shall have the power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same, subject, however, to applicable restrictions of record. A suit to recover money judgment for unpaid assessments may be maintainable without foreclosing or waiving the lien securing the same.

Section 15. Assessments upon sale or transfer of a Lot. No Lot Owner shall be liable for the payment of any part of the Assessments assessed against his Lot subsequent to a consummated sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Lot. A purchaser of a Lot shall be jointly and severally liable with the seller for the payment of the Assessments assessed against such Lot prior to the acquisition by the purchaser of such Lot, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor. Provided, that a first-lien mortgagee or other purchaser of a Lot at a foreclosure sale of such Lot shall not be liable for, and such Lot shall not be subject to, a lien for the payment of Assessments assessed prior to such foreclosure sale, and such unpaid assessed Assessments shall be deemed to be Common Expenses collectible from all of the Lot Owners, including such purchaser, his successors and assigns.

Section 16. Assessments against the Golf Course Land. In consideration of the fact that the owner of the Golf Course Land will perform certain landscaping and maintenance functions that will benefit the entire Property, neither the owner of the Golf Course Land nor any of its property will be subject to assessment hereunder or under any declaration or similar document creating any sub-association within the Property. The foregoing will not, however, prohibit the owner of the Golf Course Land and the Association from entering into a contractual arrangement or covenant to share costs whereby the owner of the Golf Course Land will contribute funds for, among other things, a higher level of Common Element maintenance, but neither the Association nor the owner of the Golf Course Land will be required to do so.

ARTICLE V

ANNEXATION OF ADDITIONAL PROPERTIES AND CLUSTER UNIT AND OPEN SPACE DEVELOPMENT RIGHTS AND OBLIGATIONS

Section 1. Annexation of additional property, except as provided in Section 2 of this Article V, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) 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 proxies entitled to cast forty percent (40%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum shall be one-half (1/2) of the required quorum of the preceding meeting. 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 2. This community is a phased community for both construction and financing purposes. Declarant reserves the right to add additional phases in its sole discretion. Each phase shall be created by the recording of a Supplemental Declaration or Additional Declaration, which shall extend the terms and conditions of this Declaration to the newly added phase. Declarant currently anticipates the project shall have ten (10) phases, although this number is subject to change by the Declarant in its sole discretion. There shall be no requirement that any party other than the Declarant consent to, approve or execute any document related to the creation of additional phases.

If within thirty (30) years from the date this Declaration is recorded in the Wake County Register of Deeds, the Declarant or a shareholder or member of Declarant should develop additional land which Declarant or a shareholder or member of Declarant owns or may hereafter acquire, such land may be annexed by the Declarant without the consent of Members; and, in doing so, Declarant may file and record such amendments to this Declaration as are necessary without the consent of the Members in order to subject such additional lands to the terms of this Declaration and the jurisdiction of the Association.

If Waterford LLC or the then owner of the tract of land described as the "Waterford Property" in that certain Cooperation Agreement recorded in Book 13466, page 2219 Wake County Registry, records a plat showing residential lots on the Waterford Property, as duly approved by Wake County, then the Waterford Property shall be annexed by the Declarant, without the consent of Members, and, in doing so, Declarant may file and record such amendments to this Declaration as are necessary without the consent of the Members in order to subject the Waterford Property to the terms of this Declaration and the jurisdiction of the Association.

Declarant may amend this Declaration at the time of annexation of additional lands pursuant to the provisions of this Article V, Section 2. Declarant shall have the right to make such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration. The addition of property authorized under this paragraph may increase the cumulative maximum number of lots authorized in the properties, and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 3. Annexation of additional lands shall be accomplished by recording in the Wake County Register of Deeds office, a Declaration of Annexation, duly executed by the Declarant, if the Declarant has the right to annex pursuant to Section 2 above, (and by the landowner of the annexed tract or the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Property on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except any local governmental authority if required by its ordinances.

ARTICLE VI

ARCHITECTURAL CONTROL

No site preparation (including, but not limited to tree clearing, grading, elevation work, landscaping, sloping or tree work) or construction, erection, or installation, of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, landscaping, plantings, equipment, swimming pools, or other structures shall be commenced, erected, placed, altered, painted or maintained upon any lot, until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements relative to their existing landscaping or plantings shall have been submitted to, and approved in writing by, as to harmony of external design and location in relation to surrounding structures and topography, by an Architectural Committee composed of no fewer than three (3) persons and no more than seven (7) persons appointed by the Declarant through and until the date that the Declarant shall no longer own any portion of the Properties for the purpose of development or sale, or such earlier date as determined by Declarant in its sole discretion. Submittals to the Architectural Committee shall comply with the provisions of the Hasentree Owners Association, Inc. Architectural and Landscape Guidelines 2010, as they may be amended from time to time by the Board. Initial construction on all Lots shall be reviewed and approved by the Declarant until the sale of the final Lot in the Property by the Declarant. After such date, the Architectural Committee shall be composed of no fewer than three (3) persons and no more than seven (7) persons, and shall be appointed by the Board. In the event the Architectural Committee fails to approve such submission made by any Lot Owner within thirty (30) days after said plans and specifications have been received by the Committee, approval will be deemed to have been denied. In the event the approval of the Golf Course Owner is required for any plan, the provisions of Article VII, Section 4 shall control all time periods associated with plan review. Any plans and specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved notwithstanding any prior approval by the Committee.

Upon request, the Association, on behalf of the Architectural Committee, shall provide any Owner with a letter stating that any such work, plans and specifications, landscaping or plantings have been approved, and the letter may be relied upon by third parties.

Approval or disapproval by the Architectural Committee of such plans, location or specifications may be based upon any grounds, including purely aesthetic and environmental, which in the sole discretion of the Committee, it shall deem sufficient. Neither the Association, Board, nor the Architectural Committee shall be responsible for any defects in the plans and specifications submitted to it or in any structure erected or improvements made on any Lot.

The Board and the Architectural Committee, or their appointed agents, shall have the right, at their election, but shall not be so required, to enter upon any of the Lots during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications.

The Architectural Committee shall have the power to grant or deny, and may allow or refuse, variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein; provided, however, that variances or adjustments are done in conformity with the intent and purposes hereof; and, provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other Lots in the immediate area. Variances and adjustments may be of the height, size, and setback requirements, pursuant to the terms herein, but shall not be limited thereto. No variance shall be permitted if it violates governmental minimum standards. Notwithstanding the foregoing, Declarant shall have the power to grant or deny the above variances and adjustments so long as Declarant has the authority to appoint members to the Architectural Committee.

In the event of the grant of any variance in the restrictions established herein, the Declarant for so long as the Declarant has the authority to appoint members to the Architectural Committee, and thereafter the Association on behalf of the Architectural Committee shall execute a document acceptable in substance to the Association attesting to such grant and the specific nature thereof in form suitable for recording, so that the Lot Owner may record the document in the Wake County Registry. Such document shall be prepared at the cost of the Lot Owner and shall be binding upon the Declarant, the Association, its successors and assigns, and other Lot Owners and may be relied upon by third parties to evidence the variance approval.

Any purchaser of a lot or institution financing a lot shall rely on the foregoing statement.

The Association, so long as Declarant has authority to appoint members to the Architectural Committee, shall defer architectural approvals and grants of variances to Declarant unless Declarant has voluntarily relinquished control of the Association. The Declarant shall be exempt from the provisions of this Article VI as it would apply to Lots land owned by the Declarant.

ARTICLE VII

PLAN OF DEVELOPMENT OF GOLF COURSE LAND

Section 1. The Hasentree Club. All persons, including all Owners, hereby acknowledge that the owner of the Golf Course Land owns and operates a recreational membership club, known as The Hasentree Club which will not be owned by the Association, and that the Club and Club Property do not constitute Common Elements hereunder. No representations or warranties have been or are made by the Declarant or any other person, including the owner of the Golf Course Land, with regard to continuing ownership or operation of the Club and its facilities (including but not limited to clubhouse and parking facilities) as depicted upon any master land use plan, or marketing display or survey of the Golf Course Land. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant and the then current owner of the Golf Course Land.

Section 2. Change of Ownership and/or Operations. The ownership and/or operational duties of the Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Club or the whole or any portion of the Club facilities to/by any person or entity, (b) the conversion of the Club membership structure to an "equity" club or similar arrangement whereby the members of the Club or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Club and the then existing Club facilities, (c) the conveyance, pursuant to contract, option or otherwise, of the Club or the whole or any portion of the Club's facilities to the Declarant or one or more affiliates, shareholders, employees, or independent contractors of the Declarant, or (d) the conveyance of the Club or the whole or any portion of the Club's facilities, which may be conveyed to the Association, with or without consideration and free and clear of any mortgage, but subject to covenants, conditions and restrictions of record. The Declarant, the owner of the conveyed Club operation and/or facility, or their respective successors and assigns, may undertake conveyance to the Association as aforesaid. As to any of the foregoing or any other alternative, no consent of the Association or any Owner shall be required to effectuate such a transfer, even in the case of a conveyance to the Association. No Owner shall have any ownership interest in the Club solely by virtue of his membership in the Association. The parties hereto further acknowledge and agree that the Family Activities Club and all remaining facilities provided at the Club may be sold, leased or otherwise transferred to the same person or entity or to different persons or entities, in the sole discretion of the Club.

Section 3. Walking Trails to the Association. All Owners hereby acknowledge that Walking Trails have been or will be constructed throughout Hasentree and certain Walking Trails will be conveyed by the Declarant to the Association as Common Elements at such time as determined by the Declarant, in its sole discretion. The Association shall be deemed to accept the Walking Trails for ownership and maintenance upon recordation of the deed thereto. Anything contained herein to the contrary notwithstanding, the Walking Trails may be conveyed by the Declarant without further consent of the Association or any Member of the Association or any member of any club operated by the owner of the Golf Course Land, and shall be conveyed without consideration and in an as-is condition resulting from normal wear and tear.

Notwithstanding anything to the contrary within this Declaration, the Association shall have an easement on any Walking Trail existing on the Golf Course Land, and those Walking Trails located on Golf Course Land shall be maintained by the Association at its sole expense. The owner of the Golf Course Land shall have an easement in that area designated as "New 20' Golf Access and Maintenance Easement" on that map recorded in Book of Maps 2010, page 645 Wake County Registry ("Lake Easement") but the Association shall maintain the Lake Easement at its sole expense.

Section 4. The Club's Architectural Control. Neither the Association, any Sub-Association, or any committee or board thereof, shall approve or permit any construction, addition, alteration, change or installation on or to any portion of the Property that is adjacent to, or otherwise in the direct line of sight of the Golf Course Land for the depth of one building lot, without giving the owner of the Golf Course Land at least thirty (30) days' prior notice of its intent to approve or permit same, and delivering therewith copies of the request and all other documents and information finally submitted in such regard. The submittal to the owner of the Golf Course Land shall be on such forms and contain such items as reasonably requested by the owner of the Golf Course Land. The owner of the Golf Course Land shall then have thirty (30) days to approve or deny the proposal in writing delivered to the appropriate committee or association, stating in detail the reasons for the approval, conditional approval or disapproval. The failure of the owner of the Golf Course Land to approve, deny or otherwise respond to the aforesaid notice within the thirty (30) day period shall not constitute a waiver of its right to object to the matter so submitted. This Section shall also apply to any work on the Common Elements hereunder or any common property or common elements of a Sub-Association, if any.

Section 5. Declarant's Reserved Rights for Club. The Declarant expressly reserves unto itself, its successors and assigns, the right to lease or grant exclusive or non-exclusive, appurtenant easements over, across or under any Common Element to the owner of the Golf Course Land for use as a portion of the Club's golf course or other Club facility if such Common Element is adjacent to the Club's property, which right to lease or grant easements may be exercised with full discretion.

Section 6. Sale or Transfer of the Club Facilities. The Club has the right to sell, lease, or otherwise transfer the Club Facilities and its operations at any time to any person or entity, to be operated on a for profit or nonprofit basis. Further the Family Activity Club and all other facilities provided at The Hasentree Club may be sold, leased or otherwise transferred to the same person or entity or to different persons or entities, in the sole discretion of the Club.

Section 7. Cooperation. It is Declarant's intention that the Association and the Club shall cooperate to the maximum extent possible in the operation of the Property and the Club. Each shall reasonably assist the other in upholding the community-wide standards herein provided as it pertains to maintenance and the architectural standards established by the Association and any Sub-Association.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Elements. 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 Property. No portion of the Property (except for a temporary office of the Declarant and building models and related uses including but not limited to parking areas, storage areas and sales/marketing offices used by Declarant and except as required for use as the golf course and associated club facilities) shall be used except for single-family, non-transient residential purposes and for purposes incidental or accessory thereto. Only dwelling units on Lots may be occupied for use as a residence. No Lot and no improvements shall be used for hotel or other transient residential purposes. The Board may issue rules regarding permitted business activities.

Leasing of a residence on a Lot shall not be considered a business activity. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or improvements. In the event an Owner shall rent or lease his or her Lot or any improvements thereon (or any part of either thereof), such Owner shall immediately give to the Association in writing (i) the name of the tenant and the Lot rented or leased; (ii) the current address of such Owner; (iii) a true and complete copy of the lease or rental agreement; and (iv) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, and the Bylaws and that such tenant has been advised of any obligations he may have thereunder as tenant. In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular Assessments to the Association, regardless of whether the obligation to pay Assessments has been assumed by the tenant in such lease or rental agreement. Declarant shall be exempt from the limitations of use and leasing as set out in this Section 2.

Section 3. HVAC Equipment. Except for corner Lots, no air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any Dwelling Unit on a Lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from roadways by landscape improvements, as more particularly provided in any architectural guidelines, and installation of air conditioning and heating equipment and apparatus in windows shall be prohibited.

Section 4. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood.

Section 5. Animals. Lot Owners shall not keep in any Lot animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. No Lot shall house more than 2 dogs and 2 cats unless otherwise approved in writing by the Board. All animals shall be leashed (if outdoors) or kept within the Lot and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of

unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Property. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. No pet may be leashed to any stationary object in the Common Elements. Pursuant to rules and regulations, the Board may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted.

Any Lot owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Lot owner, and the Declarant free and harmless from any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Property.

Section 6. Insurance. Nothing shall be kept, and no activity shall be conducted, on the Property which will increase the rate of insurance applicable to residential use for the Property or any Lots. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his Lot or on the Common Elements which will result in the cancellation of insurance on any portion of the Property, or Lots therein, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Elements.

Section 7. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances)

Section 8. Completion and Sale of Homes or Units. No person or entity shall interfere with the completion and sale of Homes within the Property. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE PROPERTY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 9. Structural Integrity. Nothing shall be done in, to, or upon any of the Common Elements which will impair the structural integrity of any building, or other improvement or portion of the Common Elements or which would impair or alter the exterior of any building, improvement or portion thereof, except in the manner provided in this Declaration.

Section 10. Signs. No Lot Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, (including, without limitation, political signs) banner, commercial flag (except as provided in Section 33 of Article VIII) or identifying name or number upon any Lot, or any portion of the Common Elements, except as allowed by the Board and during the Declarant Development Period, the Declarant, or regulations, or as required by local governmental authority. All signs advertising the sale of a Lot shall be in such a form and contain such language or logos as allowed by the Board, or the Rules and Regulations, or as required by local governmental authority. Notwithstanding the foregoing, during the development of the Property and

the initial marketing of Lots, the Declarant may maintain a sales office and may erect and display such signs on the Lots and Common Elements as the Declarant deems appropriate as aids to such development and marketing, provided that such signs do not violate any applicable laws. No sign shall be nailed to trees.

Section 11. Fences, Walls and Hedges. No fence, wall, hedge or other mass planting shall be erected or permitted in front of a dwelling on any Lot, except as approved by the Architectural Committee pursuant to Article VI herein.

Section 12. Alterations. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Elements except at the direction or with the express written consent of the Association.

Section 13. Common Elements Use. The Common Elements shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the Property, subject to any rules or regulations that may be adopted by the Association pursuant to its Bylaws. No ATVs or other off-road vehicles are permitted on the public or private roads located on the Property, and no ATVs or other off-road vehicles are permitted on any Common Property. Golf carts shall not be permitted on any public or private road except at designated golf cart crossings, except as may be permitted by the Declarant, the county or the municipality.

Section 14. Parking; Storage.

(a) Roadways, driveways, streets and other exterior parking areas on the Property shall be used by Owners, occupants and guests for fully operable, inspected and registered four wheel passenger vehicles, two wheel motorized bicycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and less than three-quarter ton capacity) or commercial vehicles (whether or not registered as a commercial vehicle with the State Department of Transportation) shall be permitted to be stored or parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Lot or if entirely enclosed in a Lot Owner's garage. No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any roadway within the Property.

(b) Commercial-use vehicles or trucks not involved with construction activity on the Property and having a carrying capacity and/or size designation greater than or equal to one ton shall not be permitted to park overnight on the roads, driveways or otherwise within the Property, unless stored in an enclosed garage. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. No vehicles that are not in a condition to be normally operated or that do not at any time have a current registration tag may be stored or situated on any Lot or on any street within the Property for more than ten (10) days unless stored in an enclosed garage.

(c) The Owner of each Lot will be responsible for providing on such Owner's Lot a sufficient paved parking area for all vehicles normally parked and/or situated on or in regard to such Lot.

(d) The restrictions in this Section 14 shall not apply to vehicles owned or operated by the Declarant or the Declarant's designees.

Section 15. Trailers, etc. No trailer, tent, mobile home, modular home, shack, tent, barn, detached garage, recreational vehicle, camper or other structure of a temporary character shall be

placed upon any Lot at any time, provided, however, that this prohibition shall not apply to(a) shelters or storage units or on the Common Elements used by the contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction, and (b) trailers, mobile homes or other similar structure used by Declarant for sales, marketing and construction purposes.

Section 16. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Declarant or Association from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the provision of utility or other service.

Section 17. Guest Facility. A guest apartment or guest facility may be included as part of a main detached single family dwelling or accessory building, upon receipt of necessary governmental approvals.

Section 18. Delivery Receptacle. No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the receptacle shall have been approved by the Board or the Architectural Committee.

Section 19. Antennae. To the extent permitted by law and subject to the Federal Telecommunications Act, the following applies: Exterior radio and television antennae, aerials, disks and dishes for reception of commercial broadcasts and other aerials, disks and dishes (for example, without limitation, amateur short wave or ship to shore) shall not be permitted on any Lot without permission of the Board as to design, appearance and location or pursuant to the Architectural Guidelines issued for that purpose.

Section 20. Solar Collectors. To the extent permitted by law and subject to federal and state laws and regulations, the following applies: Solar collectors that gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating and generating electricity, shall not be permitted on any Lot without permission of the Board as to design, appearance and location or pursuant to the Architectural Guidelines issued for that purpose. Nothing in this Section 20 shall have the effect of preventing the reasonable use of a solar collector on a Lot.

Section 21. Construction Limitations. During construction, all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Board so as not to damage unnecessarily trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the Property.

Section 22. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on the Property.

Section 23. Drying Areas. Clotheslines or drying yards shall not be located upon any Lot without the prior written consent of the Board, which consent may be conditioned or withheld in the sole discretion of the Board, or as set forth in Regulations established for that purpose.

Section 24. Unsightly Growth. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels. No stockpiled topsoil or fill material shall remain on any portion of the Property without prior written consent of the Declarant, and following the period of Declarant control, the Board.

Section 25. Maintenance. Subject to any other applicable terms of this Declaration, and unless specifically stated to be an obligation of the Association pursuant to this Declaration or a Supplemental Declaration, the Owner of each portion of the Property, at such Owner's sole cost and expense, shall maintain its portion of the Property, including improvements thereon, in a safe, clean and attractive condition at all times, including but not limited to the following thereon:

- (a) Prompt removal of all litter, trash, refuse and wastes;
- (b) Lawn Maintenance on a regular basis, including Landscape Easements, Sign Easements and Landscaped Rights-of-Way unless otherwise provided for according to the terms of any recorded easement agreements should they exist;
- (c) Tree and shrub pruning and removal of dead or diseased trees, shrubs and other plant material;
- (d) Maintenance of flower and plant gardens;
- (e) Maintenance of exterior lighting and mechanical facilities;
- (f) Maintenance of parking areas and driveways;
- (g) Maintenance of all improvements thereon;
- (h) Maintaining adequate soil erosion controls;
- (i) Maintenance of storm water drainage easements and portions of the properties served by storm water drainage easements, as required by this Declaration; and
- (j) To the extent not adequately maintained by the applicable governmental authority, the Association or a public utility provider, maintenance of the sidewalk, driveway, driveway apron and utility laterals serving each Owner's portion of the Property, even if located in the Common Property. Each Owner also shall provide snow and ice removal for any sidewalks located on or adjacent to such Owner's portion of the Property.

Each Owner shall perform the foregoing responsibilities in a manner that does not reasonably disturb or interfere with the reasonable enjoyment by the other Owners of their portions of the Property.

If any Owner fails to perform any of the foregoing Maintenance Responsibilities, then the Association may give such Owner written notice of the failure and such Owner must, within ten (10) days after such notice is given by the Association, perform the required maintenance. If any such Owner fails to perform the required maintenance within the allotted time period, then the Association, acting through its authorized agent or agents, shall have the right and power, but not the obligation, to enter such Owner's portion of the Property and perform such maintenance without any liability to any Person for damages for wrongful entry or trespass. Such Owner shall be liable to the Association for the expenses incurred by the Association in performing the required maintenance, and shall reimburse the Association for such expenses within thirty (30) days after the Association

mails or delivers to such Owner an invoice therefor. If the Owner fails to reimburse the Association as required, the Association shall have the same rights and remedies for collection of the amounts as provided in Article IV, Section 9 herein for collection of Assessments.

Section 26. Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

Section 27. Additional Restrictions. Declarant may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not diminish the covenants and restrictions set forth herein.

Section 28. Subdividing and Recombining Lots. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period of Class B Membership and thereafter by the Board. However, the Declarant, hereby expressly reserves unto itself, and to any successor to which Declarant makes a specific assignment of this right, the right to replat any two (2) or more Lots and/or common properties (so long as replating of the common properties conforms with applicable governmental regulations and upon approval by the appropriate governmental authority) shown on the plat of any subdivision of the Property in order to create one or more modified Lots; to recombine one or more Lots and/or common properties to create a larger Lot; to eliminate from this Declaration Lots that are not otherwise buildable or Lots and/or common properties that are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted Lots. If any of the common properties are recombined with a Lot, the Association shall execute all necessary documents to effect the recombination. A Lot Owner shall pay assessments on the original number of Lots recorded as of February 25, 2010, should two (2) or more lots be recombined into one (1) lot.

Section 29. Water System; No Private Individual Wells; Elevated Tank. All water supplies necessary to serve the Property (the "Water System"), and all water mains, pipes, elevated tanks, and other equipment necessary for the operation and maintenance of the Water System, shall be owned, operated, repaired and maintained by Aqua North Carolina, Inc. pursuant to the terms of that Agreement between Hasentree Corp. and Heater Utilities, Inc. dated August 28, 2006 for the Installation, Conveyance and Operation of the Water Utility System Serving Hasentree Golf Community (the "Heater Water Agreement"), or upon termination of the Heater Water Agreement, by a public utility company duly licensed and operating under the authority granted by the North Carolina Department of Public Utilities Commission. All Owners shall connect to the Water System for domestic water service. The Water System shall be the sole provider of water supply to the Property, and except for wells dug or constructed by the Declarant, no well may be dug or constructed on any Lot for the purpose of providing domestic water supply. The Water System and its providers, managers and operators may be subject to state or municipal regulations, laws and ordinances. Such regulations, laws and ordinances may have an impact on certain aspects of the Water System, including, but not limited to, the fees charged, the method of delivery, the rights of the Owners as well as the rights of the Water System providers and operators. Neither Declarant nor the Association nor their successors and assigns shall in any manner be liable for any interruption in Water Systems services. Furthermore, each Owner agrees to release and discharge the Declarant and the Association from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to the Water System.

Further, Reclaimed Water may be used for irrigation on certain portions of the Property via the installation and operation Purple Pipe on specific portions of the Property including but not limited to the Golf Course and Lots for which an easement has been recorded or identified in that Effluent Easement and Irrigation Agreement recorded in Book 13037, page 2573 Wake County Registry.

Section 30. Drainage. No Owner shall channel or direct drainage water onto a neighboring Lot, Common Element or onto any Golf Course Land except in accordance with a drainage plan approved by Declarant and in the case of drainage onto any Golf Course Land, the owner of the Golf Course Land. No Owner shall make any change to or modification of the originally established grades, swales and slopes of his or her lot in any way that changes or impedes the originally established flow of storm water drainage.

Section 31. Lakes. No lake area within the Property or any Golf Course Land shall be used for swimming, boating or diving, nor shall use of any personal flotation devices, jet skis or other such items be permitted on any lake, unless approved by the Declarant, or after the Declarant Development Period, the Board of Directors of the Association. Fishing by Owners may be permitted subject to Association rules and regulations. No piers, docks or barriers shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof, except those that may be constructed by the Declarant. No Lot Owner may use or permit to be used any water from any lakes or other bodies of water for irrigation of such Owner's Lot. Neither the Declarant nor the Association nor the owner of the Golf Course Land shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or contiguous to the Property or to any Golf Course Land. Nothing shall be done which disturbs or potentially disturbs wetlands within the Property in any manner unless approved by the proper regulatory authority.

Section 32. Water Bodies. By acceptance of a deed to a home or a lot, each owner acknowledges that the water levels of all water bodies may vary. There is no guarantee by the Declarant or the Association that water levels will be constant or aesthetically pleasing at any particular time. In fact, water levels may be non-existent from time to time. No dredging or filling shall be undertaken on any property adjacent to any water body or wetland other than dredging or filling undertaken by the Declarant.

Section 33. Artificial Vegetation, Exterior Sculpture, Flags and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, flags, and similar items are subject to Declarant's prior approval as stated in Section 10 of this Article VIII; provided, however, that nothing contained herein shall prohibit the appropriate display of an American flag, of a size no greater than four feet by six feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. Sec 5-10.

Section 34. Nuisances. No rubbish or debris of any kind will be dumped, placed or permitted to accumulate upon any portion of the Property, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Property. Further, no activities or situations which result in stormwater runoff which interfere with the use and enjoyment of any portion of the Property shall be permitted. Noxious or offensive activities will not be carried on in any part of the Property, and the Association and each Owner and Occupant will refrain from any act or use which could cause disorderly, unsightly, or unkempt

conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Property or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within the Property, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Board of Directors. Any Owner or Occupant who dumps or places any trash or debris upon any portion of the Property will be liable to the Association for the actual costs of removal thereof plus an administrative fee set therefor by the Board as recoupment of administrative costs in administering the cleanup and notices to the Owner and Occupant, and such sum will be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property is subject.

Section 35. Golf Course Tree Conservation Buffer. Within fifty feet (50') of the rear property line and/or side property line of each Lot that borders the Golf Course, there shall be a Golf Course Tree Conservation Buffer to which the provisions of this Section 35 shall apply. No Lot or Dwelling Owner may install any fencing, landscaping or vegetation within the Golf Course Tree Conservation Buffer or between the Golf Course Land and the Property except as approved by the Board and the Owner of the Golf Course Land. This Golf Course Tree Conservation Buffer shall be inclusive of any Golf Course Easement or Landscape Easement or any other easement provided by this Declaration and any recorded plat of the Property. The provisions herein shall be in addition to any imposed by the Architectural Committee. For convenience, the areas to which these provisions apply shall be referred to as the "Buffer." The following examples shall be used to demonstrate the extent of the Golf Course Tree Conservation Buffer in three possible scenarios:

Example 1. If there is no Variable Width Landscape Easement or Variable Width Golf Course Easement on a Lot, but the rear and/or side lot line of that Lot borders the Golf Course Land, then there is a fifty foot (50') wide Golf Course Tree Conservation Buffer extending along that rear and/or side lot line bordering the Golf Course.

Example 2. If there is a Variable Width Landscape Easement and/or Variable Width Golf Course Easement on any Lot, and portions of those Variable Width Easements extend less than fifty (50') feet from a rear and/or side lot line, then the Golf Course Tree Conservation Buffer will extend beyond that Variable Width Easement into the Lot for a total fifty foot (50') buffer from that rear and/or side lot line, and the provisions of this Section 35 shall also apply therein. An illustration is shown on Exhibit 1 attached hereto.

Example 3. If there is a Variable Width Landscape Easement or Variable Width Golf Course Easement on any Lot and portions of those Variable Width Easements extend more than fifty feet (50') from a rear and/or side lot line, then the Golf Course Tree Conservation Buffer shall include the full extent of the width of the Variable Width Easements, and the provisions of this Section 35 shall also apply therein. An illustration is shown on Exhibit 2 attached hereto.

a. Prior to any clearing of trees or vegetation on any Lot with a Buffer, the Owner shall have a tree survey completed mapping trees within the Buffer with a four inch (4") or greater caliper, measured at the point on the tree that is forty-eight inches (48") from the ground. The tree survey shall be submitted to the Architectural Committee along with all other submittals for initial improvements and landscaping on the Lot.

b. The Owner may remove all vegetation that is less than six feet (6') tall and not shown on the tree survey, unless marked to be preserved by the Declarant's landscape architect.

c. Should there be any removal of trees within the Buffer in violation of this Section 35 or any other provision of this Declaration, then the Owner shall be fined for each tree removed as follows: \$1,000.00 per one inch (1") of caliper for any tree over four inches (4") caliper, measured at the point on the tree that is forty-eight inches (48") from the ground.

Declarant shall provide the Owner with notice of the violation of this Section and of the amount due. Any fine not paid within ten (10) days of the date of the notice of violation or final determination following hearing as provided in subparagraph (f) below shall be delinquent, in default, and shall bear interest and be collected by the Association pursuant to the provisions of Section 9 of Article IV of this Declaration.

d. In addition to the fines noted in subsection (c) above, the Owner shall, at the Owner's expense, replace tree for tree those trees that were removed in violation of this Section 35 with trees with a caliper of four inches (4") measured at the point on the tree that is forty-eight (48") inches from the ground.

The Owner shall provide Declarant with a planting plan showing the size and location of the replanted trees within fifteen (15) days of the date of the notice of violation or final determination following a hearing pursuant to subparagraph (f) below. Declarant shall comment or approve the planting plan, and the Owner shall commence replanting trees within ten (10) days of the receipt of the Declarant's approval, and shall complete the planting within five (5) days of the commencement. Declarant shall also have the option of requiring the planting to occur at another date due to the season of the year the plan is presented. In that case, the Owner shall commence the replanting within ten (10) days of Declarant's notice to plant, and shall complete the planting within five (5) days of the commencement.

e. Failure by an Owner to commence and complete replanting in the times stated herein shall be a violation of this Section 35, and in addition to any other legal remedies contained herein, the Association shall be permitted to accomplish said plantings and to charge the cost thereof to the Lot Owner as an assessment against the Lot and to bring any and all actions to collect said assessment pursuant to Section 9 of Article IV of this Declaration. It shall be the Owner's responsibility to maintain appropriately the replanted trees and vegetation. Replanted trees or vegetation that are not maintained appropriately and die shall be replaced by the Owner in the same manner described in subsection d of this Section 35.

f. Within five (5) days of receipt of the notice of violation, the violating Owner may, if it disputes the fine and/or the requirement to replant, present the Association and the Declarant with a written request for hearing on the violation to dispute the fine and/or the replanting requirement. Within twenty (20) days of receipt of the request for a hearing, the Association shall establish a hearing date and shall provide notice to the Lot Owner of the time and place of the hearing, which time will be not less than ten (10) days from the giving of notice. The hearing will be held in executive session of the Board of Directors pursuant to

the notice and will afford the violating Owner a reasonable opportunity to be heard. The decision of the Board of Directors shall be noted in a written statement of the results of the hearing and shall be retained in the minutes of the meeting.

g. Within the Buffer, there shall be a Non-Turf Buffer Area ("Non-Turf Buffer") the width of which shall be determined by the Declarant but a minimum of 20' during the Declarant Control Period, and thereafter the Association, or the Club. The Non-Turf Buffer shall be a twenty foot (20') wide minimum. Immediately adjacent to the course of Variable Width Golf Course Easement and/or Variable Width Landscape Easement. Within the Non-Turf Buffer, no turf grass of any sort shall be permitted, however natural grasses may be installed by the Golf Course Owner only and shall be permitted. A Lot Owner shall be required at its own expense to maintain this area in such manner in order to maintain a pleasing natural appearance, or the Association may accomplish such maintenance, and charge the cost thereof to the Lot Owner and bring an action to collect said costs pursuant to Section 9 of Article IV of this Declaration.

h. Following a wind, rain or snow storm or other natural event which destroys trees within the Buffer, and at the request of the Declarant in its sole discretion, the Owner shall, at its own expense, remove all damaged and destroyed trees, limbs, and vegetation within thirty (30) days following the event and shall replace all trees that were lost in the event tree for tree with trees with a caliper of four inches (4") measured at the point on the tree that is forty-eight (48") inches from the ground. The Owner shall present to the Declarant a plan for the replanting of the trees and/or vegetation, within thirty (30) days following the event Declarant shall comment or approve the planting plan, and the Owner shall commence replanting trees within thirty (30) days of the receipt of the Declarant's approval, and shall complete the planting within fifteen (15) days of the commencement. Declarant shall also have the option of requiring the planting to occur at another date due to the season of the year plan is presented. In that case, the Owner shall commence the replanting within thirty (30) days of Declarant's notice to plant, and shall complete the planting within fifteen (15) days of the commencement. The procedures outlined in Subsections (e) and (f) of this Section 35 shall also apply to this Subsection (h).

i. During the Declarant Development Period the Declarant shall have the authority, in its sole discretion, to waive or vary any provision or requirement of this Section 35. In no event, at any time, shall the Architectural Committee or the Board of Directors of the Association have the authority to waive or vary any provision or requirement of this Section 35. After the Declarant Development Period, amendment of this Section 35 will require unanimous approval of the Members of the Association and approval of the Owner of the Golf Course Land.

j. Due to issues unique to Lots 256 through Lot 266 as shown on Book of Maps 2007, pages 479 and 480 and Book of Maps 2006, page 834 Wake County Registry ("Hole 8 Lots"), and issues unique to Lots 139 through Lot 148 as shown on Book of Maps 2006, page 1198 Wake County Registry ("Hole 13 Lots"), the Buffer shall extend from the rear property line to the edge of the rear building envelope, as defined in Article X of the Declaration, of each of the Hole 8 Lots and the Hole 13 Lots. Within the Buffer a Non-Turf Buffer shall not be established however, extending from the rear edge of the Golf Course Easement for a width of twenty feet (20') there shall be a "Native Grass Easement". Within the Native Grass Easement, the Golf Course Owner shall install native grasses as chosen by the Golf Course

Owner, and the Golf Course Owner shall maintain the native grasses using proper horticultural practices to an approximate height of three feet (3'). A diagram illustrating the Hole 8 Lot Buffer and Native Grass Easement is attached hereto as Exhibit 3.

Section 36. Marketing Other Locations. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and its affiliates the right to use each and every such right and privilege for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or its affiliates for the duration of the Development Period, even though Declarant may have completed the marketing of Lots in the Property. Additionally, Declarant – at Declarant's sole option and discretion – may extend the effect of this Section for up to twelve (12) months after the end of the Development Period.

Section 37. Garage Use. Garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner, tenant or lessee to park the number of vehicles in the garage that the garage was designed for. Doors to garages shall be kept closed except during the removal or entry of vehicles therefrom or thereto.

Section 38. Recreational and Other Equipment. No recreational equipment (including but not limited to, basketball backboards and hoops, trampolines, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any Dwelling Unit or otherwise placed or kept on any Lot, except with prior approval of the Architectural Committee. In no event shall any of the above be installed within one hundred feet (100') of the Golf Course.

(a) No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition. No portable basketball hoops/goals shall be permitted.

(b) Children's play toys and other moveable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain overnight within a front yard of any Lot, or within the side yards of any Lot located on a corner, and such play toys and other moveable equipment of any type shall be stored in a dwelling or an enclosed garage or in an enclosure specifically approved for such storage by the Architectural Committee.

Section 39. Declarant Exemption. The provisions of this Article VIII are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Property. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Property. Nor are the restrictions intended to require the Declarant to undertake regular maintenance of undeveloped lots owned by Declarant. The restrictions are not intended to prohibit or limit the Declarant's construction and operation of facilities for sales and marketing purposes for the Property and uses related to sales and marketing of the Property. Such facilities include but are not limited to model homes, sales centers, and parking lots. The restrictions and requirements of this Article VIII shall therefore not be binding upon Declarant, in the performance of any of the work required in order to complete construction of and within the Property or otherwise. Furthermore, Declarant shall have the right, in its sole and absolute discretion, to exempt any Person purchasing a Lot from Declarant for the purpose of constructing a residence thereon for resale to a third party (such Person being hereafter referred to as the "Builder") from any one or more provisions hereof during the period during which such Builder is constructing a residence thereon until such residence is sold by such Builder to a third party; and may furthermore grant to any such Builder, in Declarant's sole discretion, the right to exercise any one or more of the rights, easements and

privileges reserved to Declarant under the terms hereof.

ARTICLE IX BUILDING RESTRICTIONS

Section 1. Height and Accessory Building. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any detached single-family residential Lot other than a detached single family dwelling not to exceed three (3) stories in height exclusive of the basement, a garage and small accessory building (which may include a pool house, servants' quarters, or guest facilities), provided, the use of such dwelling or accessory building does not in the opinion of the Board or Architectural Committee overcrowd the site. Such accessory building may not be constructed prior to the construction of the primary dwelling. All garages must be attached to the main dwelling, unless the Board, Declarant or the Architectural Committee pursuant to Article VI hereof, approves in writing a variance permitting a detached garage. The Board, Declarant, or the Architectural Committee, pursuant to Article VI hereof, may approve in writing a variance permitting a single-family dwelling of more than three stories.

Section 2. Multi-Family Use Prohibited. No multiplex residence or apartment house shall be erected or placed on, or allowed to occupy, any detached single-family residential Lots, and no dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

Section 3. Remedies. If the finished dwelling, garage, accessory building or other structure does not comply with the submitted and approved plans and specifications, the Board retains the right to make the necessary changes at owner's expense to comply with the approved plans and specifications, the right to treat such charge or cost as an assessment, the right to file under the North Carolina law as described in Article IV, Section 9 herein, a notice of liens for any costs incurred, and the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection, including without limitation, reasonable attorneys' fees. Any changes in plans or specifications must first be reapproved by the Architectural Committee.

Section 4. Trash Receptacles. Each Lot Owner shall provide receptacles for garbage in a screened area not generally visible from the road, the Golf Course Land, neighboring Lots, or store receptacles in a garage, or provide underground receptacles or similar facilities in accordance with standards established by the Association.

Section 5. Parking Spaces. Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot in accordance with standards established by the Association.

Section 6. Storm Drainage. Each Lot Owner shall maintain the drainage devices on its Lot at its own expense. Each Lot Owner shall not allow the diversion or concentration of stormwater runoff without the prior written approval of the Architectural Committee, and no drainage diversion or structure may be constructed in violation of any North Carolina Department of Transportation regulation.

ARTICLE X

RULEMAKING

Section 1. Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, and the Common Elements, and facilities located thereon. In particular, but without limitation, the Board of Directors may promulgate, from time to time, rules and regulations that will govern activities that may, in the judgement of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. The Association will furnish copies of such rules and regulations, and amendments thereto, to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations will be binding upon the Owners and Occupants until and unless any such rule or regulation is disapproved by 67% or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Any action by the Board to adopt, overrule, cancel or modify any rule or regulation, or any vote of Members disapproving any rule or regulation, will not be effective and binding upon the Owners and Occupants until and unless the same is approved by the Declarant during the Declarant Development Period.

Section 2. Authority and Enforcement. Subject to the provisions of Section 3 herein, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation the failure to timely pay any Assessments, the Board will have the power (i) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a specific Assessment; (ii) to suspend an Owner-Member's right to vote in the Association; or (iii) to suspend an Owner's or Occupant's right to use any of the Common Elements and Club Facilities on Club Property. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over private roads and streets constituting Common Elements will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

Section 3. Procedure. Except with respect to the failure to pay Assessments, the Board will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Property for violations of the Declaration, Bylaws or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

- (i) The alleged violation
- (ii) The action required to abate the violation; and
- (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or of the rules and regulations of the Association may result in the imposition of the sanctions after notice and hearing.

(b) Notice and Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or

if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice will contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed

(c) Hearing. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice together with a statement of the date and matter of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE XI SUB-ASSOCIATIONS

Section 1. Establishment of Sub-Associations. Notwithstanding anything to the contrary set forth in this Declaration, Declarant hereby reserves the exclusive, unrestricted and unconditional right to cause to be created one or more North Carolina non-profit corporations (the "Sub-Association") to administer another declaration of protective covenants with respect to certain portions of the Property, as designated by the Declarant. A Sub-Association, if it is formed, shall co-exist with the Association; and

(a) it shall have the sole and exclusive right, power and authority and obligation to implement a declaration of protective covenants ("the Sub-Association Declaration") as to the designated portion or portions of the Property.

(b) it shall have the sole and exclusive right, power and authority and obligation to implement as necessary an assessment structure for the maintenance and repair of common elements which serve the designated property only.

(c) The Owner of a Lot in the designated portion of the Property shall automatically become a member of the Sub-Association and shall remain a Member of the Association.

(d) The Sub-Association shall have all of the rights and powers as are conferred upon it in its articles of incorporation, in the Sub-Association Declaration, and such additional rights and powers as are reserved unto Declarant in the Sub-Association Declaration, or are otherwise possessed by Declarant and assigned by Declarant to the Sub-Association, which Declarant may do at any time or times.

(e) The Sub-Association shall be managed by its board of directors in accordance with its bylaws and the provisions of North Carolina General Statute Sections 55A and 47F.

(f) matters pertaining to membership in the Sub-Association, including the classes of members, quorum requirements, voting rights and notices, shall be as set forth in the Sub-Association's articles of incorporation or bylaws.

(g) all of the functions of the Architectural Committee relative to the designated portion or portions of the Property shall be retained by the Architectural Committee for the Association and the Sub-Association shall not have the architectural review power;

(h) notwithstanding anything contrary in the Declaration, cross-access and parking easements, and other easements as necessary for the development of the designated property shall be permitted to be established in the Sub-Association Declaration without the approval of Members.

(i) notwithstanding anything contrary in the Declaration, and only upon prior approval by Declarant at its sole discretion, the Sub-Association shall be permitted to have and enforce a separate set of development standards, including but not limited to setbacks and square footage requirements, which may differ from the development standards of the Association.

(j) appropriate amendments to this Declaration in order to establish the Sub-Association shall be adopted by the Declarant without the need for approval of the Members.

ARTICLE XII

NEIGHBORHOODS

Section 1. Neighborhoods. Declarant, acting in its sole and absolute discretion, shall have the right, but not the obligation to establish separately developed residential Neighborhoods, recreational areas and amenity areas, or some, all or none of these, within the Property, and to designate Limited Common Area for the exclusive use of one or more, but less than all of Neighborhoods. Every Lot situated within a designated Neighborhood may be subjected to additional covenants, conditions, restrictions and additional assessments for services provided to Lots within such designated Neighborhood. Such additional covenants may be set forth in this Declaration or a Supplemental Declaration. Any Neighborhood may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Lots in such Neighborhood. Upon the affirmative vote, of the Owners of a majority of the Lots within the Neighborhood, the Association shall provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be a Neighborhood Assessment.

Section 2. Neighborhood Assessments. The Board may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a

Neighborhood Assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Lots within a Neighborhood.

ARTICLE XIII

EASEMENTS

Section 1. Utility Easements. All of the Property, including Lots and Common Elements, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewer lines, storm drainage, gas lines, cablevision lines, telecommunications facilities, telephone and electric power lines and other private or public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Property to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Elements conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property without approval of the membership. There is hereby reserved a fifteen foot (15') easement around the boundary of all Lots for purposes of installation of any utility to serve such property and for such reasons as deemed necessary by the Declarant in its sole discretion.

Section 2. Easement for the Benefit of Governmental and Quasi-Governmental Authorities. An easement is hereby established for the benefit of any governmental and quasi-governmental authority having jurisdiction over the Property, or other governmental agency, over all Common Elements for the setting, removing and reading of water meters (which shall be separate for each Lot), maintaining and replacing drainage, water, and sanitary sewer facilities, for police protection, fire fighting and garbage collection, postal services, and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the governmental authority or other responsible agency, be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property or to any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association, the Owners or occupants. All conveyances of any portion of the Property shall be subject to these limitations on the governmental authorities responsibilities.

Section 3. Easements Reserved. Declarant hereby reserves such easements on, across and over the Common Elements as shall be reasonably necessary for:

- (i) the exercise by Declarant or any assignee of Declarant of any right herein reserved, including, without limitation, Declarant's right to annex any additional property pursuant to Article V, Section 2 of this Declaration; and
- (ii) the development by Declarant or any assignee of Declarant, their respective successors and assigns, of any additional property owned by Declarant or assignee of Declarant, whether or not Declarant elects to annex such additional property;

including without limitation easements for ingress, egress and regress over private roads and streets now or hereafter erected on the Properties and easements for drainage and for the use of all utility lines, fixtures and/or their connections located within the Common Elements for the purpose of providing drainage, water, light, power, telephone, sewage and sanitary service to any additional properties described in subsections (i) and (ii) of this Section 3.

Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article XII.

Section 4. Easement for Benefit of Utility Company. The Declarant reserves the right to subject the Property, including the Common Elements, to a contract with the applicable utility company serving the region, for an easement for the installation of underground electric lines, cables and connector posts or for the installation of street lighting, either or both of which, may require an initial payment or a continuing monthly payment to the utility by the owner of each Lot or the Association, as determined by the Association. The Declarant reserves the right to subject the Property, including the Common Elements, to a contract with the applicable gas, cable and other utilities serving the region, for and easement for the installation of gas lines, cable lines and other necessary lines and facilities for operation of said utilities on the Property. Further, Declarant reserves the right to subject the Property, including Common Elements, to a contract with a private provider of water and sewer services for the installation, maintenance, repair and replacement of facilities in connection thereof.

Section 5. Easements for Repairs. Each Lot Owner shall have a perpetual access easement over the adjoining Lot and Common Elements to the extent reasonably necessary to perform repair, maintenance, or reconstruction of his dwelling. No fence, wall, outbuilding, storage shed or similar structure, or any other kind of obstruction, shall be installed or maintained within the easement area which will obstruct access to the residential unit. Such repair, maintenance, or reconstruction shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining Lot and Common Elements to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

The Association shall have an easement for access and maintenance as necessary to maintain those retaining walls located within an easement to the Association located on any Lot, which retaining walls are designated as the responsibility of the Association and not a Lot Owner.

Section 6. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Elements, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

Section 7. Encroachments. If any Declarant approved encroachment shall occur subsequent to subjecting the Property to this Declaration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same.

Section 8. Recorded Easements. There are hereby reserved easements as shown on the recorded map or maps of the subdivision. In the event of a conflict in the width of any easement reserved herein or on the recorded map, the wider easement shall prevail.

Section 9. Drainage Easement. In addition to the foregoing reserved specific easements, the Declarant so long as it controls the Association, and thereafter the Association, may cut and create drains and drainways both above ground and underground for the purpose of facilitating the removal of surface water whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance along, over or across any Lot.

Section 10. Ground Disturbance. These reservations of easements expressly include the right to cut any trees, bushes, shrubs or growth, the grading, cutting or ditching of the soil and any other action necessary to complete installation.

Section 11. Declarant Easement. Declarant, for so long as there is a Class B Membership, and then the Association, for itself, its successors and assigns, and its agents, contractors, and employees reserves a perpetual, alienable, and releasable easement on, over and under the Property (including all Lots, Common Elements, and Limited Common Elements) for installation, maintenance, repair, replacement, use, operation and removal of utilities (including without limitation, electric, natural gas, telephone and cable television) and related appurtenances and equipment (including without limitation wires, poles, pipes, transformer boxes and conduits), stormwater and drainage facilities and soil and water impoundments. Full right of ingress and egress shall be had by Declarant at all times over the Lots or Common Elements or Limited Common Elements (other than the portions thereof used or approved as building sites) for the installation, use, operation, maintenance, repair, replacement or removal of any such utility, drainage facility or impoundment, together with the right to remove any obstruction that may be placed in any easement that would constitute interference with the use of such easement, or with the use, installation, maintenance, repair, replacement, removal or operation of same. Assignees to whom Declarant reserves the right to assign and convey, in whole or in part, the easements reserved by it hereunder shall include, without limitation, the Association and one or more governmental entities or public utility companies. Provided, however, neither the foregoing reservation of easement rights nor any similar reservation of easement rights contained in this Declaration shall create or impose any obligation upon the Declarant, or its successors and assigns, to provide or maintain any such utility, drainage facility or impoundment, which if not otherwise maintained, shall be maintained by the Association. The easement in this Section 11 is reserved on condition that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be.

Section 12. Emergencies. Every Lot 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 that endangers any building or any portion of the Common Elements.

Section 13. Easements for the Benefit of the Golf Course Land.

(a) Golf Course Easement. There shall be located on the property, including lots located adjacent or nearly adjacent to the golf course land, a golf course easement. Within the golf course easement, the owner of the golf course land and its guests will have, for as long as the golf course land is used as a golf course, a perpetual, exclusive easement to undertake all activities necessary to operate the golf facility and to install repair and maintain improvements and landscaping as necessary to operate the golf facility. Said rights include but are not limited to those stated in this declaration. All activities of owners within the golf course easement shall be approved by the owner of the golf course land, and are further described within this declaration.

Any golf course land or golf course easement may be developed for any use or purpose permitted by applicable zoning and development agreement. No owner or occupant of a lot or dwelling shall have any view easement over and across any property to or over any golf course land or golf course easement. The declarant makes no representation that the owner of the golf course land shall be required to maintain the golf course land and the golf course easements or its operation in any particular manner or in its current configuration, or even as open space. The golf course land may be owned, operated, or developed in any

manner permitted by law.

(b) Flight and Retrieval of Golf Balls. The owner of the Golf Course Land and its guests will have, for as long as said land is used as a golf course, a perpetual, exclusive easement of access over the Property for the flight and retrieval of golf balls over, across and upon the Property, and for the purpose of retrieving golf balls from bodies of water within the Property.

(c) Golf Play. The owner, and its guests, licensees, and employees, of the Golf Course Land will have, for as long as said land is used as a golf course, a perpetual, non-exclusive easement to do every act necessary and incident to playing golf on the Golf Course Land, including, but not limited to, the creation of usual and common noise levels associated with golf play, and the play while standing out of bounds of a golf ball that lies within bounds as permitted by the rules of golf as are from time to time applicable.

(d) Overspray. The Property is hereby burdened with a nonexclusive easement for overspray of water and reuse effluent from the irrigation system serving the Golf Course Land and other portions of the Property as determined by the Declarant, as well as overspray of herbicides, fungicides and pesticides. Under no circumstances will the Declarant or the Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(e) Golf Course Land Maintenance Noise Easement. There is hereby granted to and for the benefit and use of the owner of the Golf Course Land the perpetual, nonexclusive right and easement over and across the Property for the creation of noise related to normal maintenance and operation of the golf course, including, but not limited to, the operation of mowing, raking and spraying equipment.

(f) Errant Golf Balls. The existence of the easements herein shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall Declarant, the Association or the owner of the Golf Course Land, nor any of their respective appointees, directors, officers, employees, contractors, consultants, shareholders, affiliates, assignees, successors, nominees or agents, be held liable for any damage or injury to person or Dwelling, Lot or any improvement thereon resulting from errant golf balls, whether in motion or at rest, which has been driven from the golf course or its environs.

(g) Encroachment Easements. If, after construction or any reconstruction, repair, maintenance or other work on the Golf Course Land or within the Golf Course Easement is completed, any encroachments exist by the golf course playing area and improvements, including, but not limited to, any cart path, sprinkler heads, and drainage swales onto the Property or the Property onto the golf course playing area and improvements, then there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same so long as they are not expanded in any way. Further, should any improvement constituting an encroachment ever be abandoned for a period of six (6) months or destroyed, the easement for that particular encroachment shall be terminated. The Association and the owner of the Golf Course Land shall cooperate with each other to locate and accommodate said minor encroachments. This Section 13 (g) of Article XIII shall also apply to those portions of the Property not already included in the Golf Course Easement.

(h) Improvements Along Golf Course Land and within Golf Course Easement. The owner of the Golf Course Land shall have the right to place or remove landscaping, fencing, signage, turf grass, cart paths, yardage markers, irrigation facilities, storm drainage, out-of-bounds stakes, and similar improvements and appurtenances at the boundary lines of

the Golf Course land and the Property or within the Golf Easement located on any Lot or other area of the Property, as reasonably necessary to prevent trespass, to regulate play on the Golf Course Land and to frame and beautify golf holes (as determined in its sole discretion). No Lot or Dwelling Owner may install any fencing, landscaping or vegetation within the Golf Course Easement or between the Golf Course Land and the Property except as approved by the Board and the Owner of the Golf Course Land. No Lot or Dwelling Owner may remove any fencing, any existing or installed landscaping or any existing or installed vegetation within the Golf Course Easement or between the Golf Course Land and the Property except as approved by the Board and the Owner of the Golf Course Land.

(i) Restrictions and Owners' Assumed Risks Related to the Golf Course Land. So long as the Golf Course Land is owned and operated as a golf facility, the following shall apply to the Lots and Dwellings:

(1) Distracting Activity by Owners of Lots Prohibited. Owners and Occupants of Lots and Dwellings, as well as their pets, shall refrain from any actions that would detract from the playing qualities of the Golf Course Land. Such prohibited actions shall include, but are not limited to, burning materials where smoke will cross the Golf Course Lands, owning dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos and musical instruments, running, bicycling, skateboarding, walking or trespassing in any way upon the Golf Course Land, picking up balls or any other similar interference with play.

(2) Assumed Inconveniences and Disturbances by Owners Adjacent to Golf Course Land. By the acceptance of a deed of conveyance to a Lot or Dwelling located adjacent, or nearly adjacent, to the Golf Course Land, such Owner acknowledges and agrees that such Owner assumes the risks of (a) the entry by golfers onto the Property to retrieve golf balls pursuant to the easement set forth in this Article XIII, Section 13 (which such entry will not be deemed a nuisance or trespass); (b) possible overspray in connection with the irrigation and fertilization of the golf course property and odors arising therefrom; (c) noise from golf course maintenance and operation equipment; (d) disturbance and loss of privacy resulting from golf cart traffic and golfers, and (e) activities associated with lake or lagoon and lagoon edge maintenance. Additionally, each Owner acknowledges and understands that herbicides, fungicides, pesticides and chemicals may be applied to the golf course areas throughout the year, and that treated effluent or other sources of non-potable water may be used for the irrigation thereof.

(3) Assumption of Risks by Owners Adjacent to Golf Course. Each Owner and Occupant, for himself and his guests and invitees, acknowledges that risks of injury to persons or property are inherent to persons or property located upon or in close proximity to a golf course, and agrees that Owner or Occupant assumes all risks resulting therefrom, including but not limited to, claims of negligent design of the golf course, dwellings and negligent construction of improvements or location of improvements. Each Owner and Occupant, by expressly assuming such detriments and risks, agrees that neither the Declarant nor the Association, Owner of the Golf Course Land, nor their successors or assigns will be liable to any Owner or Occupant claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of,

or damage to, property, trespass, or any other alleged wrongdoing or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's or Occupant's Lot or Dwelling to the Golf Course Land, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, any affiliate of the Declarant, the Association, and/or their invitees, agents, servants, successors and assigns, against any and all such claims, including claims of negligent placement of Lots in relation to the Golf Course Land.

Section 14. Easements Deemed Granted and Reserved. All conveyances of a Lot hereunder, whether by the Declarant or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in this Declaration, including, but not limited to, those set forth in this ARTICLE XIII.

Section 15. Access, Ingress and Egress; Roadways. All Owners, by accepting title to property conveyed subject to this Declaration, waive all rights of uncontrolled, unlimited access, ingress and egress to and from such property and acknowledge and agree that such access, ingress and egress will be limited to roads, sidewalks, walkways and paths located within the Property from time to time, provided that pedestrian and vehicular access to and from such property will be provided at all times. Subject to the right of the Declarant to dedicate any roadways within the Property, there is reserved unto Declarant, the Association and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Property, provided that access to the Property may be granted to any person who gives reasonable evidence satisfactory to entry guards, if there are any, that entry is with the specific permission of the Owner, or his duly authorized agent. Neither the Declarant nor the Association will be responsible, in the exercise of its reasonable judgement, for the granting or denial of access to the Property in accordance with the foregoing.

Neither the Declarant nor the Association shall in any way be considered insurers or guarantors of any gate or controlled access to the Property or safety measures undertaken with respect thereto by either or both of them, nor shall either or both be liable for any loss or damage resulting from any failure to provide controlled access or safety measures, or from leaving any gate open, or from a failure or ineffectiveness of any such controlled access or safety measures undertaken by either or both of them. No representation, warranty or covenants is given to any owner of occupant by either or both of the Declarant and the Association that any controlled access or safety measures installed or undertaken cannot be bypassed or compromised, or that they would, in fact, avert damage or loss resulting from that which they are designed to prevent, and each owner, by acceptance of a deed to a Lot or Dwelling and each occupant thereof shall indemnify and hold the Declarant and the Association harmless from any damage and costs and expenses, including attorney fees, incurred by either or both of them as a result of any such assertion or determination.

(a) Post Sign; Towing. The Declarant or the Association after title to any private streets and roadways has passed to it from the Declarant, may post "no parking" signs along such private streets and roadways within the Property where it, in its sole discretion, determines it to be appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and will be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicles will not be deemed a trespass or a violation of the Owner's property rights, because the Owner will be deemed to have consented to such action by accepting the right to use the private roads and streets within the Property.

(b) Public Roadways Within the Property. During the Declarant Development Period, the Declarant and thereafter, the Association, shall have the right to dedicate any

portion of the roadways within the Property to the State of North Carolina or county or municipality (the state, county or municipality herein a "Public Body") for the purpose of granting public access thereto and over said roadway and for the purpose of having said Public Body assume responsibility and maintenance of such roadways. Furthermore, during the Declarant Development Period, the Declarant, and thereafter the Association, shall have the right to impose upon the Association the requirement of maintaining any such dedicated roadway until such time as the roadway is brought up to standards acceptable to such public body and maintenance thereof is assumed by such Public Body; provided, however, Declarant may, in its sole discretion, reserve an easement over any such public roadway to be primarily maintained by such Public Body for the purpose of performing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof, and thereafter to state in a recorded Plat or Supplemental Declaration that said easement will constitute a Common Element of the Property to be maintained by the Association. The Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote in an amount sufficient to provide funds required to bring any roadway up to standards acceptable to any public body for the assumption by it of maintenance of said roadway.

Section 16. Easements over Private Roadways.

(a) **Public and Service Vehicles.** Police, fire, water, health and other authorized municipal officials, employees and their vehicles; paramedic, rescue and other emergency personnel and their vehicles; private delivery or courier service personnel and their vehicles and equipment will each have a perpetual, non-exclusive easement for access, ingress and egress over the private roadways constituting a portion of the Common Elements, solely for the performance of their official duties.

(b) **Golf Course – Rights of Access and Parking.** The members of any Golf Course Land operations (if there are any and regardless of whether such members are Owners hereunder), members of the public using the facilities with the permission of the owner of the Golf Course Land, and the operation's owners, employees, agents, contractors and designers will at all times have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to or from the entrance to the Property from public rights-of-way and to or from the facilities located on the Golf Course Land, and over those portions of the Property (whether Common Elements or otherwise) reasonably necessary to the construction, operation, maintenance, repair, and replacement of such facilities. Passage through any gate or entry and over the private roadways of the Property by the owner of the Golf Course Land, its employees, suppliers, contractors, members, guests and licensees will not be hindered or delayed, and will include the issuance of passes therefor without charge or toll. Without limiting the generality of the foregoing, and anything contained herein to the contrary notwithstanding, members of any Golf Course Land operations and permitted members of the public will have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after golf and/or tennis tournaments and other special functions held at the facilities on the Golf Course Land.

Furthermore, there is hereby reserved for the use and benefit of members, guests and licensees of any Golf Course Land facilities the non-exclusive easement to operate golf carts over and upon the Property's public and private roadways as necessary to travel to and from adjoining golf tees and holes and to access the Golf Course Land as permitted by the Rules and Regulations of the Club. Privately owned golf carts shall not be allowed on the Golf Course Land or the Property without the prior approval of the owner of the Golf Course

Land.

Section 17. Grinder Pump Station Easement.

a. Each Lot served by a pressure wastewater main shall have a standardized Grinder Pump Station, the design of which must be pre-approved by Aqua NC and the North Carolina Division of Water Quality. The Lot Owner shall make a request for service at its Lot whereupon Aqua NC shall arrange for the installation by an outside contractor of Aqua NC's choice of the Grinder Pump Station to serve that Lot and shall coordinate the installation thereof. Each Lot Owner shall be required to pay the outside contractor the entire costs for such installation, including all applicable inspection fees and start up fees. No fees for the installation of the Grinder Pump Stations shall be paid to Aqua NC. Each Grinder Pump Station shall be owned by Aqua NC, and Aqua NC shall be responsible for the maintenance, repair and replacement of such Grinder Pump Station. Aqua NC may apply to the North Carolina Utilities Commission for approval of a surcharge to recover the cost of maintaining, repairing and replacing the Grinder Pump Stations. Additionally, should any person place into the Grinder Pump Station any materials or objects that interfere with the operation of the Grinder Pump Station, Aqua NC may charge and collect from the person the actual cost of the repairs and/or replacement of the Grinder Pump Station. Aqua NC shall not be responsible for providing power for the Grinder Pump Stations, but power shall be provided through the individual electric service serving each Lot at the Lot Owner's expense. Aqua NC shall not reimburse lot owners for any portion of their electric bill. Aqua NC shall not be responsible for providing an emergency generator when there are power outages, nor shall there be any liability to Aqua NC should a portable generator not be connected to the Grinder Pump Station during a power outage.

b. There shall be established a perpetual easement in favor of Aqua NC for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Service Line having a total width of ten (10) feet centered on each Service Line. There shall be established in favor of Aqua NC a perpetual easement for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Grinder Pump Station having a fifteen (15) foot diameter circle centered at the center of each Grinder Pump Station.

c. Following completion of the initial installation of any Grinder Pump Station, Aqua NC shall operate, maintain, repair and replace the components of the Grinder Pump Stations and Service Lines. The Lot Owner shall be responsible for the operation, maintenance, repair and replacement of the "Collection Line" which is that portion of the line extending from the residence or other improvement on the Lot to the Grinder Pump Station. NEITHER AQUA NC NOR DECLARANT SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER SHOULD A PORTABLE GENERATOR DURING A POWER OUTAGE NOT BE CONNECTED TO THE GRINDER PUMP STATION TO KEEP IT FROM OVERFLOWING OR BACKING UP.

Section 18. Light, Air and View. No Owner shall have an easement for light, air or view over the Lot of another Owner and no diminution of light, air or view by any Building or Improvement now existing or hereafter erected shall entitle the Owner or any other Person to claim any easement for light, air or view within the Property.

Section 19. Fence Easement. Each Lot Owner shall have a perpetual access easement over the adjoining Lot and Common Elements to the extent reasonably necessary to tie a fence on the Lot Owner's Lot with a neighboring fence. Installation of fences, however, require prior approval by the Declarant or the Architectural Committee pursuant to the terms of Article VI of this Declaration. This Fence Easement is subordinate to other easements authorized by this Declaration or by the Declarant, including but not limited to utility, stormwater and golf course easements ("Prior Easements"), thus fences may be removed as necessary by the holders of the Prior Easements for

maintenance and repairs within the Prior Easements.

ARTICLE XIV

INSURANCE

Section 1. Insurance to be Maintained by the Association. The following insurance coverage shall be maintained in full force and effect by the Association:

(a) Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, but public liability shall be an amount of at least One Million and no/100 Dollars (\$1,000,000.00) for each occurrence.

(b) All liability insurance shall contain cross-liability endorsements to cover liability of the Owners as a group to an individual Owner.

(c) Such other insurance coverage as it may determine to be desirable and necessary, including fire and hazard insurance covering all improvements, including the dam for Hasentree Lake, and other improvements located on the Common Elements.

(d) Fidelity insurance for those officers or employees having control over Association funds.

(e) Other insurance required by law.

Section 2. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense ratably to Owners as an annual assessment according to the applicable provisions of this Declaration.

Section 3. Insurance Beneficiaries. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners.

Section 4. Insurance to be Maintained by the Owners. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of the dwelling and other improvements constructed on that Owner's Lot except that the amount shall not be required to exceed the replacement cost of the dwelling and other improvements.

An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

Section 5. Insurance on the Golf Course Easement. The Golf Course Owner shall carry public liability insurance in an amount of at least One Million and no/100 Dollars (\$1,000,000.00) for each occurrence, for occurrences within the areas designated as a Golf Course Easement.

ARTICLE XV

RIGHTS OF INSTITUTIONAL LENDERS

Section 1. Rights Reserved to Institutional Lenders. "Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan

associations, savings banks, insurance companies, Veterans Administration, Federal Housing Authority, Federal National Mortgage Association and other reputable mortgage lenders and guarantors and insurers of such first mortgages. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Lot, or shall be the Owner of any Lot, such Institutional Lender or Institutional Lenders shall have the following rights upon written request in the manner outlined below:

(a) To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to the Declaration, or the Articles of Incorporation and Bylaws of the Association, which notice shall state the nature of the amendment being proposed, and to be given permission to designate a representative to attend all such meetings.

(c) To be given notice of default in the payment of assessments by any Owner of a Lot encumbered by a mortgage held by the Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place which it or they may designate in writing to the Association.

(d) To inspect the books and records of the Association and the Declaration, Bylaws and any Rules and Regulations during normal business hours, and to obtain copies thereof.

(e) To be given notice by the Association of any substantial damage to any part of the Common Elements.

(f) To be given notice by the Association if any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority.

Whenever any Institutional Lender, guarantor or insurer desires the benefits of the provisions of this section requiring notice to be given or to be furnished a financial statement, such Lender shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated in the Articles of Incorporation, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement; Litigation. 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. Except as otherwise expressly provided in this Declaration, the Board may not file any claim on behalf of the Association without first obtaining from a licensed attorney a detailed cost-benefit analysis relating to such lawsuit or claim, which cost-benefit analysis must include at least the following: (a) the nature and extent of such claim and the prospects of winning or losing the claim; (b) the prospects of settling the dispute early; (c) the cost of prosecuting the claim; and (d) the effect of pending litigation on resales and on home refinancings in the Property. After distributing such cost-benefit analysis to all Owners, except as expressly provided in this Declaration, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Declarant during the Declarant Control Period and a vote of no less than seventy-five percent (75%) of the total votes in the Association. The Board shall also attempt to meet with a potential defendant in order to investigate the possibility of any early settlement of the lawsuit or claim, and shall give the potential defendant notice of the claim or the potential litigation and a reasonable opportunity to cure the problem before the claim is filed. The immediately preceding two sentences shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, charges or other fees hereunder, (c) proceedings involving challenges to ad valorem taxation, (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services to the Project. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute the proceedings as provided above.

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. No Rights in Other Lands. Nothing herein, nor any deed of conveyance of a Lot or Tract of land in Hasentree, shall give any Lot Owner any rights in and to any property within said subdivision as planned, projected or schematically presented, including, but not limited to, roads, streets, access ways, Common Elements and reserved lands, except those Lots and roads abutting any Lots made subject to this Declaration as amended and any Common Elements conveyed to the Association; and specifically, until such time as any property is made subject to this Declaration, no Lot Owner shall have any rights in any properties described, or depicted, on that Exhibit.

Section 4. Build Time Requirement and Option to Repurchase: A Lot Owner or Builder, other than the Declarant, shall commence construction of a dwelling on a Lot within twenty-four (24) months from the date of recording a Deed from the Declarant to a Builder or Lot Owner, and shall complete construction of the dwelling no later than twelve (12) months from the commencement of construction. In the event that said deadlines have not been satisfied, then Declarant shall have the unrestricted right and option (but not the obligation), to repurchase the Lot from the Lot Owner or Builder, as applicable, which Declarant may exercise at any time prior to completion of construction of the dwelling by delivery of written notice to the Lot owner or Builder. To exercise this right, Declarant shall deliver written notice to the Lot Owner or Builder of its intention to repurchase the Lot. Within thirty (30) days of receipt of such notice, the Lot Owner or Builder shall convey the Lot to Declarant, and Declarant shall pay the Lot Owner or Builder a repurchase price equal to the sum of (i) the price Declarant received for the Lot from the applicable Lot Owner or Builder, plus (ii) the appraised value of the dwelling improvements as constructed on the Lot to date, as determined by a reputable appraiser designated by Declarant. Each reconveyance of a Lot to Declarant pursuant to this Section 4 shall be by special warranty deed, subject to all encumbrances of record. All conveyances of Lots by Declarant shall be deemed made and accepted subject to the aforesaid

option, and on the condition that the Owner convey the Lot to Declarant upon the timely exercise by Declarant of its option to repurchase. The obligations set forth in this Section 4 shall bind each Lot Owner's and Builder's successors and assigns.

Section 5. General Amendments. The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. This Declaration may be terminated only with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association. This Declaration may be amended with the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association. The foregoing notwithstanding, however, during Declarant's Development Period, this Declaration may not be amended or terminated without Declarant's consent; and no termination and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection. In addition, during the Declarant Development Period, no alteration, amendment or modification to this Declaration shall be made without the written consent of Declarant being first had and obtained. No alteration, amendment or modification of any easement rights established in favor of any property not a part of the Properties shall be effective without the written consent of the owner(s) of such property. Any notice of termination or amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the instrument on behalf of the Association that the requisite Owner and Declarant approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the termination or amendment and, as the case may be, if required, Declarant, and that such acknowledgments have been made a part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds, Wake County, North Carolina. For the purpose of this section, additions to existing property by Declarant pursuant to Section 2 of Article V shall not constitute an "amendment." In the event this Declaration is terminated in accordance with the provisions hereinabove provided, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for 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 a pro rata share of the cost of the maintenance of all permanent retention or detention ponds.

Notwithstanding the terms of the immediately preceding paragraph of this Section 5 for a period of thirty (30) years after the recordation of this Declaration, Declarant, without obtaining the approval of any Member or any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications hereto which Declarant deems necessary or desirable, including, without limitation, amendment or modifications to any procedural, administrative or substantive provision of this Declaration such as amendments or modifications to controls, covenants, conditions, restrictions, easements, guidelines, charges and liens.

Section 6. Release of Property. For a period of thirty (30) years after the recordation of this Declaration, Declarant shall have the right, in its sole and absolute discretion, without the consent of the Association, any Association Member or any other Owner, to release any portion of the Property then owned by Declarant from the terms of this Declaration by recording a release in the Office of the Register of Deeds of Wake County, North Carolina. After the recordation of such release, the portion of the Property described thereon shall not be subject to the terms of this Declaration.

Section 7. Landscaping of Islands. Landscaping of islands within the rights-of-way of private and public streets shall be the responsibility of the Association. Such areas shall remain neat, clean, attractive and safe. Damaged, unsafe or dead plants must be removed by the Association. Neither the County nor the State will be liable for any accidents or damage caused by such

encroachment within the rights-of-way and the Association shall hold harmless the public and indemnify the County and State from such liability. The cost of maintaining landscape islands is a Common Expense.

Section 8. Gender. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns".

Section 9. Captions. Captions are solely for the purpose of facilitating reference, and terms such as "herein", "hereof" and "hereunder", or other terms of similar import, shall be deemed to refer to this Contract as a whole and not to any particular section.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of JULY, 2011.

TOLL NC III LP, a North Carolina limited liability company

By: TOLL NC GP CORP., its general partner

By: [Signature]
 Name: THOMAS J. ANHUT
 Title: GROUP PRESIDENT

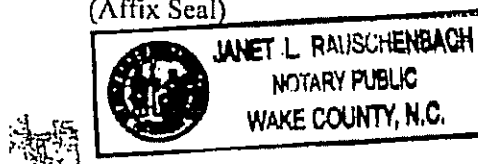
State of NORTH CAROLINA

County of WAKE

I, the undersigned Notary Public of the County or City of WAKE and State aforesaid, certify that THOMAS J. ANHUT personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 21 day of JULY, 2011.

[Signature]
 My Commission Expires: 6/7/2015
JANET L. BAUSCHENBACH Notary's Printed or Typed Name

(Affix Seal)



Toll NC II LP joins in the execution of this Declaration to evidence its consent to subjecting Tracts Q - V on the attached Exhibit A to the terms of this Declaration this the 21 day of July, 2011.

TOLL NC II LP, a North Carolina limited partnership

By: TOLL NC GP CORP., its general partner

By: [Signature]
Name: THOMAS J. ANHUT
Title: GROUP PRESIDENT

State of NORTH CAROLINA

County of WAKE

I, the undersigned Notary Public of the County or City of WAKE and State aforesaid, certify that THOMAS J. ANHUT personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 21 day of JULY, 2011.

[Signature]
My Commission Expires: 6/7/2015
JANET L. RAUSCHENBACH Notary Public
Notary's Printed or Typed Name

(Affix Seal)  JANET L. RAUSCHENBACH
NOTARY PUBLIC
WAKE COUNTY, N.C.

IN WITNESS WHEREOF, the undersigned officers of the Hasentree Owners Association, Inc. hereby certify that this Amended and Restated Declaration has received the requisite approval pursuant to Article XVI, Section 5 of the Declaration this 21st day of July, 2011,

Hasentree Owners Association, Inc., a North Carolina non-profit corporation

By: Robert A Schooley
HOA President

State of NORTH CAROLINA
County of WAKE

I, the undersigned Notary Public of the County or City of WAKE and State aforesaid, certify that ROBERT A SCHOOLEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 21 day of JULY, 2011.

(Affix Seal)

Janet L. Rauschenbach
My Commission Expires: 6/7/2015
JANET L. BAUSCHENBACH Notary Public
Notary's Printed or Typed Name
 JANET L. RAUSCHENBACH
NOTARY PUBLIC
WAKE COUNTY, N.C.

EXHIBIT ALegal DescriptionTract A

BEGINNING at a point located in the eastern line of that property owned by Three Blind Mice, said point being located North 46° 35' 10" East 2555.91 feet from N.C.G.S. Monument "Guide" having a Y Coordinate of 811,39533 and an X Coordinate of 2,117,677.25 (NAD 83), runs thence from the place of beginning with the eastern line of the Three Blind Mice property North 03° 31' 16" East 1,453.79 feet to an existing iron pipe; runs thence North 41° 17' 31" West 918.35 feet to an existing iron pipe; runs thence South 88° 19' 55" West 2,165.32 feet to an existing iron pipe; runs thence North 02° 22' 17" East 1,427.51 feet to an existing iron pipe; runs thence North 86° 00' 29" East 1,481.31 feet to an existing iron pipe; runs thence North 28° 38' 31" West 2,053.60 feet to an existing iron pipe; runs thence South 81° 26' 00" East 40.00 feet to a new iron pipe; runs thence North 87° 34' 31" East 1,727.46 feet to an existing iron pipe; runs thence North 17° 02' 22" West 1,690.08 feet to an existing iron pipe; runs thence North 76° 54' 08" East 1,102.91 feet to an existing iron pipe; runs thence North 78° 17' 19" East 1,598.67 feet to an existing iron pipe; runs thence South 00° 38' 03" West 1,774.47 feet to an existing iron pipe; runs thence North 76° 10' 01" East 163.87 feet to an existing iron pipe; North 80° 59' 30" East 206.09 feet to an existing iron pipe; runs thence South 00° 50' 08" West 167.35 feet to an existing iron pipe; runs thence North 88° 35' 27" East 402.82 feet to an existing iron pipe; runs thence North 89° 27' 59" East 763.30 feet to an existing iron pipe; runs thence South 00° 18' 31" West 1,337.27 feet to a stone; runs thence North 89° 23' 25" West 1,141.45 feet to an existing iron pipe; runs thence South 00° 35' 37" East 682.64 feet to an existing iron pipe; runs thence South 01° 33' 18" East 1,089.14 feet to an existing iron pipe; runs thence South 89° 56' 11" East 613.12 feet to an existing iron pipe; runs thence South 10° 14' 22" East 474.00 feet to an existing iron pipe; runs thence South 26° 27' 41" West 1,067.19 feet to a monument; runs thence North 79° 29' 59" West 151.51 feet to an existing iron pipe; runs thence South 04° 46' 38" East 251.93 feet to an existing iron pipe; runs thence South 03° 41' 35" West 197.69 feet to an existing iron pipe; runs thence South 07° 26' 28" West 156.05 feet to an existing iron pipe; runs thence South 12° 14' 53" West 214.88 feet to an existing iron pipe; runs thence South 15° 11' 44" West 204.87 feet to an existing iron pipe; runs thence South 17° 27' 15" West 145.03 feet to an existing iron pipe; runs thence South 14° 19' 45" West 292.48 feet to a monument; runs thence North 11° 00' 31" West 1,971.85 feet to a monument; runs thence South 31° 27' 46" West 1,608.16 feet to an existing iron pipe; runs thence South 28° 39' 19" East 665.57 feet to an existing iron pipe; runs thence South 07° 25' 26" East 520.25 feet to an existing iron pipe; runs thence North 75° 11' 21" West 217.65 feet to an existing iron pipe; runs thence North 67° 57' 33" West 310.65 feet to an existing iron pipe; runs thence North 62° 22' 36" West 194.13 feet to an existing iron pipe; runs thence North 54° 08' 42" West 470.41 feet to an existing iron pipe; runs thence North 52° 20' 31" West 177.19 feet to an existing iron pipe, said pipe being the point and place of BEGINNING and containing 576.377

acres as shown on that survey entitled Survey for Three Blind Mice, a North Carolina General Partnership of the Hasentree Company Tract dated August 25, 2000 by Elingburg Land Survey, Co., P.A.

TOGETHER WITH AND INCLUDING that certain easement known as the "Keith Easement" containing 1.34 acres described in that deed of easement recorded in Book 3384, page 221, Wake County Registry which description is incorporated herein by reference.

LESS AND EXCEPT from Tract A the following property:

BEGINNING at a new iron pipe, said pipe having NC Grid Coordinates of Y=819,924.08 and X=2,121,305.09 (NAD '83), runs thence North 00° 38' 03" West 895.48 feet to an existing iron pipe; runs thence South 78° 17' 19" West 598.75 feet to a new iron pipe; runs thence South 36° 40' 45" East 964.94 feet to a new iron pipe, said pipe being the point and place of BEGINNING and containing 6.012 acres as shown on that map entitled "Recombination Survey of the Waterford, LLC and W.G. Parker Tracts dated December 18, 2001 and recorded in Book of Maps 2002, page 418, Wake County Registry.

BEING all of that approximately 1.34 ± acre area designated as "Hasentree Road (Private)" as shown on that map entitled "Survey for Leon G. Keith" dated November 30, 1988 by W. Graham Cawthorne, Jr., Registered Land Surveyor and recorded in Book of Maps 1989, page 179 Wake County Registry.

COMMENCING at a computed point in the southeastern corner of that 17.881 acre tract as shown on Book of Maps 2007, Page 1608, Wake County Registry; runs thence South 78° 17' 19" West 55.05 feet to a computed point, said point being the point and place of BEGINNING, runs thence South 78° 17' 19" West 999.97 feet to a computed point; runs thence South 76° 54' 07" West 1102.91 feet to a computed point; runs thence South 17° 02' 22" East 1668.04 feet to a computed point; runs thence North 89° 13' 53" East 362.55 feet to a computed point; runs thence North 12° 06' 10" East 59.47 feet to a computed point; runs thence North 47° 47' 38" East 180.13 feet to a computed point; runs thence North 45° 00' 42" West 30.61 feet to a computed point; runs thence North 15° 04' 28" West 64.75 feet to a computed point; runs thence North 22° 37' 41" West 156.30 feet to a computed point; runs thence North 81° 52' 23" West 17.01 feet to a computed point; runs thence North 45° 55' 42" East 425.21 feet to a computed point; runs thence North 03° 00' 51" East 45.75 feet to a computed point; runs thence North 33° 42' 03" West 26.01 feet; runs thence North 67° 23' 18" West 31.27 feet to a computed point; runs thence North 90° 00' 00" West 21.65 feet to a computed point; runs thence North 41° 38' 43" East 28.96 feet to a computed point; runs thence North 62° 09' 17" East 14.06 feet to a computed point; runs thence North 34° 52' 48" East 56.39 feet to a computed point; runs thence North 22° 00' 48" East 66.37 feet to a computed point; runs thence North 22° 00' 48" East 98.03 feet to a computed point; runs thence North 22° 00' 48" East 34.22 feet to a computed point; runs thence North 22° 00' 48" East 162.57 feet to a computed point; runs thence North 55° 12' 56" East 135.12 feet to a computed point; runs thence North 48° 50' 57" East 119.42 feet to a computed point; runs thence North 44° 36' 20" East 315.22 feet to a computed point; runs thence North 82° 59' 24" East 89.10 feet to a computed point; runs thence South 01° 28' 45" East 78.96 feet to a

computed point; runs thence South 13° 34' 33" East 71.74 feet to a computed point; runs thence South 20° 23' 02" East 68.74 feet to a computed point; runs thence North 69° 32' 43" East 259.56 feet to a computed point; runs thence North 18° 39' 24" West 78.24 feet to a computed point; runs thence North 00° 48' 34" West 139.08 feet to a computed point; runs thence North 82° 17' 30" East 51.05 feet to a computed point; runs thence South 32° 26' 40" East 364.83 feet to a computed point; runs thence South 57° 19' 41" East 354.59 feet to a computed point; South 82° 05' 22" East 61.57 feet to a computed point; North 36° 40' 46" West 116.83 feet to a computed point; runs thence North 36° 40' 40" West 964.85 feet to a computed point, said point being the point and place of BEGINNING and containing 50.050 acres as shown on that survey entitled "Northern Portion of the Hasentree Corp. Property..." dated July 5, 2007 by Chance Surveying Company, Inc.

Tract B

COMMENCING at a point having NCGS grid coordinates of Y=812,233.88 and X=2,117,679.56 (NAD 83). Runs thence North 53° 32' 08" East 349.59 feet to a point; runs thence North 60° 19' 59" West 11.21 feet to a point; runs thence North 55° 52' 13" East 800.78 feet to an existing iron pipe; runs thence North 88° 22' 01" West 519.51 feet to a point; runs thence North 88° 07' 57" West 552.46 feet to a point, said point being the point and place of BEGINNING; runs thence North 11° 31' 47" East 443.11 feet to an axle; thence with the Northern line of Marvin Anderson Ray North 63° 59' 36" East 1089.38 feet to a point in the center line of Keith Road - State Road 1921 (60' right-of way); runs thence with the center line of Keith Road the following courses and distances: South 77° 59' 40" East 103.75 feet to a point; South 69° 01' 35" East 158.50 feet to a point; South 61° 19' 19" East 167.50 feet to a point; South 54° 07' 02" East 144.52 feet to a point; South 44° 17' 18" East 161.07 feet to a point; South 40° 50' 56" East 312.30 feet to a point; and South 44° 55' 17" East 132.58 feet to a point; runs thence away from the center line of Keith Road and with the Western line of that property now or formerly owned by Hasentree Company North 03° 31' 16" East 1453.79 feet to a point and North 41° 17' 31" West 918.35 feet to a point; runs thence continuing with the boundary line of that property now or formerly owned by Hasentree Company South 88° 19' 55" West 2,083.01 feet to a point; runs thence North 47° 46' 34" West 104.87 feet to a point; runs thence South 03° 37' 31" West 73.02 feet to a point; runs thence South 03° 37' 31" West 46.73 feet to a point; runs thence South 03° 36' 57" West 36.34 feet to a point; runs thence with the Eastern line of that property now or formerly owned by Coleman B. Davis South 00° 24' 26" West 491.05 feet to a point; thence with the Eastern line of that property now or formerly owned by Ester B. Davis South 00° 46' 57" East 519.58 feet to a point and thence with the Eastern line of that property now or formerly owned by William B. Ray South 04° 15' 56" West 1196.87 feet to a point; runs thence away from the Ray property and with the Northern property line of property also owned by Three Blind Mice South 88° 58' 23" East 780.41 feet to a point said point being the point and place of BEGINNING and containing 113.979 acres as shown that survey entitled "Three Blind Mice, a North Carolina General Partnership" dated April 18, 2000 by Elingburg Land Survey Company, PA, being the same property described in that Deed recorded in Book 3475, page 182 Wake County Registry.

Traet C

BEGINNING at a point said point having North Carolina grid coordinates of Y=812,233.88 and X=2,117,679.56 (NAD 83); runs thence with the Northern right-of-way of North Carolina Highway 98 (a variable right-of-way) the following calls: North 82° 09' 02" West 420.21 feet to a point; North 72° 39' 33" West 507.75 feet to a point; South 82° 39' 58" West 310.81 feet to a point; North 82° 02' 16" West 909.44 feet to a pole; North 83° 05' 53" West 259.13 feet to a point; thence along a curve to the left with a chord bearing and distance of South 86° 52' 16" East 150.52 feet and a radius of 2524.39 feet to a point; runs thence away from the right-of-way line of North Carolina Highway 98 North 01° 36' 13" West 109.49 feet to a point; North 01° 38' 30" West 69.54 feet to a point; North 01° 30' 37" West 28.23 feet to a point; runs thence South 88° 19' 29" East 48.66 feet to a point; South 88° 20' 15" East 124.75 feet to a point; runs thence South 88° 20' 23" East 1438.91 feet to a point; runs thence North 04° 15' 56" East 213.60 feet to a point; runs thence South 88° 58' 23" East 780.41 feet to a point; runs thence South 88° 07' 57" East 552.46 feet to a point; runs thence South 88° 22' 01" East 519.51 feet to an existing iron pipe; runs thence with the Western line of that property now or formerly owned by Leon G. and Ina Bell Keith South 55° 52' 13" West 800.78 feet and continuing with said Keith property the following two calls: South 60° 19' 59" East 11.21 feet to a point and South 53° 32' 08" West 349.59 feet to a point said point being the point and place of BEGINNING and containing 30.245 acres as shown on that survey entitled "Three Blind Mice, a North Carolina General Partnership" dated April 18, 2000 by Elingburg Land Survey Company, P.A., and being the same property described in that Deed recorded in Book 3908, page 261 Wake County Registry.

LESS AND EXCEPT from Traet C the following property:

BEING all of that area designated as "Proposed Elevated Utility Tank Site (Typ)" as shown on that map entitled "Hasentree Golf Community Phase I" dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, page 829 Wake County Registry.

TOGETHER WITH AND INCLUDING an easement for access, ingress, and egress and for the installation, maintenance and repair of utilities over and under that area designated as "30' Utility Easement" as shown on that map entitled "Hasentree Golf Community Phase I" dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, page 829 Wake County Registry.

COMMENCING at a point located North 12° 49' 51" West 1,020.38 feet from NC Grid Monument 'Guide', said point having NC GRID Coordinates of North 811,935.7260, East 2,117,677.2500 thence leaving said point in an easterly direction North 72° 09' 28" East 262.03 feet to a point, said point being the point and place of BEGINNING, runs thence along a curve to the right with a radius of 100.00 feet, length of 381.36 feet, a tangent of 286.33 feet and delta of 218° 20' 13"; runs thence North 45° 00' 18" West 21.07 feet to a point; runs thence along a curve to the right with a radius of 100.00 feet, a length of 588.03 feet, a tangent of 20.42 feet and a delta of 336° 55' 02" to a point; runs thence South 45° 00' 18" West to a point; runs thence along a curve to the left with a radius of 100.00 feet, a

length of 183.01 feet, a tangent of 12398 feet and a delta of $104^{\circ} 51' 20''$ to a point, said point being the point and place of BEGINNING containing 1.458 acres more or less.

TOGETHER WITH AND INCLUDING an access easement for ingress, egress and regress to the above referenced property and described as follows:

BEGINNING at a point located North $12^{\circ} 49' 51''$ West 1,020.38 feet from NC Grid Monument 'Guide', said point having NC GRID Coordinates of North 811,935.7260, East 2,117,677.2500 thence leaving said point in an easterly direction North, $72^{\circ} 09' 28''$ East 262.03 feet to a point; runs thence along a curve to the right with a radius of 100 feet, a length of 23.64 feet, a tangent of 11.88 feet and a delta of $13^{\circ} 52' 50''$ to a point; runs thence South $72^{\circ} 09' 28''$ East 269.11 feet to a point in the eastern line of Future Road, runs thence with the eastern line of Future Road along a curve to the right with a radius of 705.00 feet, a length of 20.72 feet, a tangent of 10.36 feet and a delta of $01^{\circ} 41' 03''$ to a point, said point being the point and place of BEGINNING containing 0.1217 acres more or less.

Tract D

BEGINNING at a new iron pipe having NC Grid Coordinates of Y=819,924.08 and X=2,121,305.09 (NAD '83) runs thence South $36^{\circ} 40' 46''$ East 728.20 feet to a new iron pipe; runs thence North $63^{\circ} 02' 43''$ East 50.71 feet to a new iron pipe; runs thence South $36^{\circ} 40' 40''$ East 454.86 feet to an existing iron pipe; runs thence South $01^{\circ} 56' 15''$ East 39.11 feet to an existing iron pipe; runs thence South $88^{\circ} 35' 27''$ West 402.82 feet to an existing iron pipe; runs thence North $00^{\circ} 50' 08''$ East 167.35 feet to an existing iron pipe; runs thence South $80^{\circ} 59' 30''$ West 206.09 feet to an existing iron pipe; runs thence South $76^{\circ} 10' 01''$ West 163.87 feet to an existing iron pipe; runs thence North $00^{\circ} 38' 03''$ East 878.99 feet to a new iron pipe, said pipe being the point and place of Beginning and containing 7.630 acres as shown on that map entitled "Recombination Survey of the Waterford, LLC and W.G. Parker Tracts dated December 18, 2001 and recorded in Book of Maps 2002, page 418, Wake County Registry.

LESS AND EXCEPT from Tract D the following property:

COMMENCING at a computed point in the southeastern corner of that 17.881 acre tract as shown on Book of Maps 2007, Page 1608, Wake County Registry; runs thence South $78^{\circ} 17' 19''$ West 55.05 feet to a computed point, said point being the point and place of BEGINNING, runs thence South $78^{\circ} 17' 19''$ West 999.97 feet to a computed point; runs thence South $76^{\circ} 54' 07''$ West 1102.91 feet to a computed point; runs thence South $17^{\circ} 02' 22''$ East 1668.04 feet to a computed point; runs thence North $89^{\circ} 13' 53''$ East 362.55 feet to a computed point; runs thence North $12^{\circ} 06' 10''$ East 59.47 feet to a computed point; runs thence North $47^{\circ} 47' 38''$ East 180.13 feet to a computed point; runs thence North $45^{\circ} 00' 42''$ West 30.61 feet to a computed point; runs thence North $15^{\circ} 04' 28''$ West 64.75 feet to a computed point; runs thence North $22^{\circ} 37' 41''$ West 156.30 feet to a computed point; runs thence North $81^{\circ} 52' 23''$ West 17.01 feet to a computed point; runs thence North $45^{\circ} 55' 42''$ East 425.21 feet to a computed point; runs thence North $03^{\circ} 00' 51''$ East 45.75 feet to a computed point; runs thence North $33^{\circ} 42' 03''$ West 26.01 feet; runs thence North $67^{\circ} 23'$

18" West 31.27 feet to a computed point; runs thence North 90° 00' 00" West 21.65 feet to a computed point; runs thence North 41° 38' 43" East 28.96 feet to a computed point; runs thence North 62° 09' 17" East 14.06 feet to a computed point; runs thence North 34° 52' 48" East 56.39 feet to a computed point; runs thence North 22° 00' 48" East 66.37 feet to a computed point; runs thence North 22° 00' 48" East 98.03 feet to a computed point; runs thence North 22° 00' 48" East 34.22 feet to a computed point; runs thence North 22° 00' 48" East 162.57 feet to an computed point; runs thence North 55° 12' 56" East 135.12 feet to a computed point; runs thence North 48° 50' 57" East 119.42 feet to a computed point; runs thence North 44° 36' 20" East 315.22 feet to a computed point; runs thence North 82° 59' 24" East 89.10 feet to a computed point; runs thence South 01° 28' 45" East 78.96 feet to a computed point; runs thence South 13° 34' 33" East 71.74 feet to a computed point; runs thence South 20° 23' 02" East 68.74 feet to a computed point; runs thence North 69° 32' 43" East 259.56 feet to a computed point; runs thence North 18° 39' 24" West 78.24 feet to a computed point; runs thence North 00° 48' 34" West 139.08 feet to a computed point; runs thence North 82° 17' 30" East 51.05 feet to a computed point; runs thence South 32° 26' 40" East 364.83 feet to a computed point; runs thence South 57° 19' 41" East 354.59 feet to a computed point; South 82° 05' 22" East 61.57 feet to a computed point; North 36° 40' 46" West 116.83 feet to a computed point; runs thence North 36° 40' 40" West 964.85 feet to a computed point, said point being the point and place of BEGINNING and containing 50.050 acres as shown on that survey entitled "Northern Portion of the Hasentree Corp. Property..." dated July 5, 2007 by Chance Surveying Company, Inc.

Tract E

BEGINNING at a point having NC Grid Coordinates of Y=815,402.70 and X=2,122,406.96, said point being located North 49° 43' 44" East 6,198.87 feet from N.C.G.S. Monument "Guide" having NC Grid Coordinates of Y=811,395.73 and X=2,117,677.25, runs thence North 10° 14' 22" West 474.00 feet to an existing iron pipe; runs thence North 89° 56' 11" West 613.12 feet to an existing iron pipe; runs thence North 01° 33' 18" West 1,089.14 feet to an existing iron pipe; runs thence North 00° 35' 37" West 682.64 feet to an existing iron pipe; runs thence South 89° 23' 25" East 850.79 feet to a new iron pipe; runs thence along a centerline of a creek the following calls and distances which all run to computed points: South 11° 05' 40" East 29.61 feet; South 06° 32' 12" East 49.49 feet; South 12° 09' 05" West 38.49 feet; South 29° 17' 23" West 65.82 feet; South 32° 18' 48" East 39.73 feet; South 21° 12' 55" West 38.24 feet; South 12° 49' 25" East 44.40 feet; South 09° 54' 13" East 52.02 feet; South 23° 29' 45" East 45.24 feet; South 18° 41' 46" West 54.03 feet; South 07° 48' 59" East 28.89 feet; South 35° 42' 09" East 39.37 feet; South 44° 34' 20" East 64.24 feet; South 12° 00' 55" East 34.00 feet; South 88° 27' 50" West 52.56 feet; South 62° 59' 37" West 30.22 feet; South 35° 30' 32" East 43.34 feet; South 68° 37' 21" East 22.60 feet; South 80° 06' 45" East 21.47 feet; South 03° 49' 13" East 33.26 feet; South 51° 04' 46" West 44.39 feet; South 05° 16' 28" East 28.16 feet; South 52° 19' 16" East 28.80 feet; North 82° 04' 55" East 23.14 feet; South 58° 52' 19" East 13.38 feet; South 23° 36' 22" West 25.97 feet; South 45° 34' 14" West 31.88 feet; South 28° 19' 44" East 12.83 feet; South 06° 29' 45" East 18.97 feet; South 13° 07' 15" East 78.93 feet; South 16° 05' 45" East 58.81 feet; South 30° 12' 26" West 19.75 feet;

South 82° 38' 39" West 25.45 feet; South 23° 13' 19" East 45.50 feet; South 71° 41' 42" East 12.49 feet; South 03° 45' 05" East 2929 feet; North 84° 19' 31" West 20.54 feet; South 76° 25' 28" West 19.30 feet; South 22° 45' 40" West 33.28 feet; South 12° 34' 56" West 55.89 feet; South 09° 35' 20" West 88.86 feet; South 09° 45' 25" West 86.99 feet; South 15° 10' 27" East 44.23 feet; South 16° 19' 59" East 29.97 feet; South 21° 53' 20" East 23.81 feet; South 26° 25' 09" West 35.53 feet; South 63° 01' 57" West 46.78 feet; South 50° 51' 58" West 38.79 feet; South 03° 41' 40" East 57.32 feet; South 30° 06' 42" East 108.40 feet; South 23° 59' 33" East 128.57 feet; South 11° 53' 42" East 87.93 feet; South 33° 11' 07" East 38.95 feet; South 69° 15' 49" West 34.00 feet; South 33° 28' 49" West 50.24 feet; South 33° 11' 56" East 33.76 feet; South 45° 49' 32" East 76.72 feet; South 65° 39' 09" East 64.78 feet; South 84° 47' 31" East 62.56 feet; South 61° 43' 49" East 45.61 feet; South 08° 04' 15" West 41.49 feet; South 38° 29' 23" West 81.45 feet; South 27° 26' 04" East 47.26 feet to a new iron pipe; runs thence with the northern and western line of the property owned by the United States of America Falls Lake Project North 58° 29' 59" West 308.29 feet to a monument; runs thence South 26° 27' 41" West 205.74 feet to an existing iron pipe, said pipe being the point and place of BEGINNING and containing 37.389 acres as shown on that map entitled "Recombination Survey of the Waterford LLC and E.H. and M.O. Brevoort Tracts" dated 8 August 2002 by Elingburg Land Survey Co., PA.

Tract F

East Side - .999 acres

COMMENCING at an existing iron pipe having NC Grid Coordinates (NAD '83) of N=814,656.05 and E=2,116,844.27, runs thence with the western line of that property now or formerly owned by Waterford LLC North 00° 24' 26" East 491.10 feet to an existing iron pipe located in the southern right of way line of Keith Road, NCSR 1921, runs thence with the southern right of way line of Keith Road the following calls: South 88° 13' 42" West 9.83 feet to an existing iron pipe; thence along a curve to the right with a chord bearing and distance of South 78° 38' 20" West 179.00 feet and a radius of 626.40 feet to an existing iron pipe; thence along a curve to the right with a chord bearing and distance of South 87° 07' 24" West 5.90 feet and a radius of 626.40 feet to an existing iron pipe; runs thence South 01° 42' 39" East 2.93 feet to an existing iron pipe, said point being the point and place of BEGINNING, runs thence South 01° 42' 39" East 290.21 feet to an existing iron pipe; runs thence South 88° 17' 03" West 149.94 feet to a computed point; runs thence North 01° 42' 39" West 290.21 feet to an existing iron pipe in the southern right of way line of Keith Road; runs thence with the southern right of way line of Keith Road North 88° 17' 03" East 149.94 feet to a point, said point being the point and place of BEGINNING, and containing 0.999 acres as shown on that map entitled "Boundary Survey of Coleman B. Davis Tracts & L.F. Perry Tract" dated July 20, 2005 by Elingburg Land Survey Co., P.A.

Tract G

East Side - 4.615 acres

BEGINNING at an existing iron pipe having NC Grid Coordinates (NAD '83) of N=814,656.05 and E=2,116,844.27, runs thence South 88° 34' 59" West 389.58 feet to a point; thence North 00° 05' 16" East 251.44 feet to a point; thence South 89° 14' 06" West

311.27 feet to a computed point in the eastern right of way line of Stony Hill Road, SR 1917; runs thence with the eastern right of way line of Stony Hill Road North $01^{\circ} 26' 24''$ East 201.87 feet to a new iron pipe located at the common corner of the eastern right of way line of Stony Hill Road, and the southern right of way line of Keith Road, NCSR 1921; runs thence with the southern right of way line of Keith Road the following calls: North $88^{\circ} 13' 11''$ East 191.85 feet to an existing iron pipe; thence North $88^{\circ} 15' 41''$ East 165.98 feet to a new iron pipe; runs thence away from the southern right of way line of Keith Road South $01^{\circ} 42' 39''$ East 292.86 feet to a computed point; runs thence South $88^{\circ} 17' 03''$ West 149.94 feet to an existing iron pipe; runs thence North $01^{\circ} 42' 39''$ West 293.14 feet to a new iron pipe located in the southern line of Keith Road; runs thence along the southern line of Keith Road the following calls, along a curve to the left having a chord bearing and distance of North $87^{\circ} 07' 24''$ East 5.90 feet and a radius of 626.40 feet to an existing iron pipe; thence along a curve to the left with a chord bearing and distance of North $78^{\circ} 38' 20''$ East 179.00 feet and a radius of 626.40 feet to an existing iron pipe; thence North $88^{\circ} 13' 42''$ East 9.83 feet to an existing iron pipe in the western line of that property owned by Waterford LLC; thence with the Waterford line South $00^{\circ} 24' 26''$ West 491.10 feet to the point and place of BEGINNING and containing 4.615 acres as sham on that map entitled "Boundary Survey of Coleman B. Davis Tracts & L.F. Perry Tract" dated July 20, 2005 by Elingburg Land Survey Co., F.A.

Tract H

West Side - 36.615 acres

COMMENCING an a new iron pipe located in the western right of way line of Stony Hill Road, NCSR 1917, said pipe having NC Grid Coordinates of N=814,639.87 and E=2,116,082.70, runs thence North $00^{\circ} 39' 45''$ East 121.53 feet to a new iron pipe, said pipe being the point and place of BEGINNING, runs thence with the western right of way line of Stony Hill Road the following calls: North $00^{\circ} 39' 45''$ East 12.69 feet to an existing iron pipe; North $00^{\circ} 38' 16''$ East 142.92 feet to an existing iron pipe; thence North $00^{\circ} 43' 29''$ East 214.82 feet to an existing iron pipe; runs thence away from the right of way of Stony Hill Road North $87^{\circ} 38' 14''$ West 390.21 feet to an existing iron pipe; thence North $01^{\circ} 56' 28''$ East 629.49 feet to an existing iron pipe; thence North $88^{\circ} 34' 43''$ West 1281.51 feet to a new iron pipe; thence South $00^{\circ} 02' 13''$ East 581.52 feet to an existing iron pipe; thence North $89^{\circ} 54' 16''$ West 173.25 feet to an existing iron pipe; thence South $02^{\circ} 19' 39''$ East 539.63 feet to a computed point; thence North $87^{\circ} 40' 21''$ East 1797.66 feet to a new iron pipe, said pipe being the point and place of BEGINNING and being Lot 4 and containing 36.615 acres as shown on that map entitled "Exhibit Plat for Creedmoor Partners, LLC" by Elingburg Land Survey Co., P.A. dated February 15, 2006.

Tract I

BEING all of Tract 2 containing 25.001 acres as shown on that map entitled "Recombination Plat of Tract 2, Waterford, LLC, Tract 3 Rhonda E. Davis" dated 6 November 2006 by Chance Survey Company, P.A., and recorded in Book of Maps 2007, page 380 Wake County Registry.

Tract J

BEGINNING at a point located South 88° 34' 59" West 389.58 feet from a point having NC Grid Coordinate (NAD'83) of N=814,656.05 and E=2,116,844.27; runs thence South 89° 06' 56" West 311.48 feet to an existing iron pipe located in the eastern right of way line of Stony Hill Road, NCSR 1917, a 60' right of way; runs thence with the eastern right of way line of Stony Hill Road North 00° 08' 01" East 252.09 feet to an existing iron pipe; runs thence with the line of the Davis Tract North 89° 14' 06" East 311.27 feet to a point; runs thence with the line of the Davis Tract South 00° 05' 16" West 251.44 feet to a point, said point being the point and place of BEGINNING and containing 1.799 acres described as the Perry Tract as shown on that survey entitled "Boundary Survey Coleman B. Davis Tracts & L.F. Perry Tract" dated July 20, 2005 by Elingburg Land Survey Co., P.A.

Tract K

BEGINNING at a new iron pipe having NC Grid Coordinates (NAD '83), N=812,730.17 and E=2,116,746.18, runs thence North 88° 20' 23" West 311.08 feet to a point, runs thence North 04° 16' 09" East 1,402.06 feet to a point; runs thence South 89° 52' 27" East 311.57 feet to a point; runs thence South 04° 15' 56" West 1,410.47 feet to a point, said point being the point and place of BEGINNING and containing 10.032 acres as shown on that map entitled Exhibit Plat Larry H. Ray Tract dated 18 January 2006 by Elingburg Land Survey Co., P.A.

Tract L

Beginning at a computed point located in the eastern right of way line of Purnell Road, a 60 foot public right-of-way, said point located South 45° 04' 01" East 269.75 feet from the centerline PI of Mangum Dairy and Purnell Road, runs thence with the southeastern line of that property owned by Elise B. & Darin Lee Ray North 48° 34' 28" East 225.00 feet to an existing iron pipe; runs thence with the southwestern and northwestern line of that property owned by Joseph M. & Shirley Harrison as South 39° 00' 00" East 19145 feet and South 48° 27' 23" West 226.75 feet to an existing iron pipe in the eastern right of way of Purnell Road; runs thence with the eastern right of way of Purnell Road North 38° 29' 24" West 194.00 feet to a computed point, said point being the point and place of BEGINNING and containing 1.00 acres as shown on that survey entitled Survey for David Fowlkes dated June 12, 2006 by Ben L. Bryan, P.A.

Tract M (Ray Tract):

COMMENCING at an existing iron pipe having NC Grid Coordinates (NAD '83) of N=812,730.17 and E=2,116,746.18, runs thence North 88° 20' 23" West 311.08 feet to a point, said point being the point and place of BEGINNING, runs thence North 88° 20' 23" West 1127.89 feet to an existing iron pipe located in the eastern right of way line of Stoney Hill Road - S.R. 1917, runs thence along the eastern right of way line of Stoney Hill Road the following calls: North 63° 21' 36" East 73.00 feet; North 61° 30' 55" East 101.34 feet; North 57° 24' 12" East 99.06 feet; North 53° 33' 07" East 122.57 feet; North 50° 02' 32" East 108.25 feet; North 46° 55' 13" East 110.72 feet; North 44° 19' 58" East 71.39 feet; North 41° 43' 24" East 64.98 feet; North 38° 45' 46" East 65.40 feet; North 35° 33' 28" East 59.70 feet;

North 32° 40' 15" East 64.36 feet; North 30° 38' 38" East 51.98 feet; North 28° 24' 03" East 105.35 feet; North 26° 11' 06" East 98.31 feet to a new iron pipe; runs thence away from the eastern right of way line of Stoney Hill Road North 80° 30' 23" West 200.10 feet to an existing iron pipe; thence North 19° 26' 28" East 119.83 feet to an existing iron pipe; thence South 79° 26' 57" East 16.76 feet to an existing iron pipe; thence North 00° 24' 57" East 222.95 feet to a new iron pipe; runs thence North 84° 10' 43" West 223.03 feet to a new iron pipe located in the eastern right of way line of Stoney Hill Road, runs thence with the eastern right of way line of Stoney Hill Road North 04° 08' 46" West 213.66 feet to a new iron pipe; runs thence away from the eastern right of way line of Stoney Hill Road South 89° 52' 27" East 384.76 feet to a point; runs thence South 04° 16' 09" East 1,402.06 feet to a point, said point being the point and place of BEGINNING and containing 15.554 acres as shown on that survey entitled "Exhibit Plat Larry H. Ray Tract" dated 18 January 2006 by Elingburg Land Survey Co., P.A.

Tract N (Ray Tract):

BEING all of that tract or parcel of land containing approximately 6/10 of an acre and more fully described in that deed recorded in Book 12218, page 1379 Wake County Registry.

Tract O (Ray Tract):

BEING all of that 1.047 acre tract shown on that map entitled "Survey for Dowd Bryant Harrison" dated November 6, 1998 by Cawthorne, Moss & Panciera, P.C. and recorded in Book of Maps 1998, page 2123 Wake County Registry and being the same land described in that deed recorded in Book 8583, page 331 Wake County Registry.

Tract P:

COMMENCING at a point located North 12° 49' 51" West 1,020.38 feet from NC Grid Monument 'Guide', said point having NC GRID Coordinates of North 811,935.7260, East 2,117,677.2500 thence leaving said point in an easterly direction North 72° 09' 28" East 262.03 feet to a point, said point being the point and place of BEGINNING, runs thence along a curve to the right with a radius of 100.00 feet, length of 381.36 feet, a tangent of 286.33 feet and delta of 218° 20' 13"; runs thence North 45° 00' 18" West 21.07 feet to a point; runs thence along a curve to the right with a radius of 100.00 feet, a length of 588.03 feet, a tangent of 20.42 feet and a delta of 336° 55' 02" to a point; runs thence South 45° 00' 18" West to a point; runs thence along a curve to the left with a radius of 100.00 feet, a length of 183.01 feet, a tangent of 129.98 feet and a delta of 104° 51' 20" to a point, said point being the point and place of BEGINNING containing 1.458 acres more or less.

TOGETHER WITH AND INCLUDING an access easement for ingress, egress and regress to the above referenced property and described as follows:

BEGINNING at a point located North 12° 49' 51" West 1,020.38 feet from NC Grid Monument 'Guide', said point having NC GRID Coordinates of North 811,935.7260, East 2,117,677.2500 thence leaving said point in an easterly direction North 72° 09' 28" East 262.03 feet to a point; runs thence along a curve to the right with a radius of 100 feet, a

length of 23.64 feet, a tangent of 11.88 feet and a delta of $13^{\circ} 52' 50''$ to a point; runs thence South $72^{\circ} 09' 28''$ East 269.11 feet to a point in the eastern line of Future Road, runs thence with the eastern line of Future Road along a curve to the right with a radius of 705.00 feet, a length of 20.72 feet, a tangent of 10.36 feet and a delta of $01^{\circ} 41' 03''$ to a point, said point being the point and place of BEGINNING containing 0.1217 acres more or less.

LESS AND EXCEPT FROM TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P the following Tracts I, II, III and IV:

Tract I:

BEING all of that 13.171 acre tract designated as Open Space Future Sports Complex as shown on that plat entitled, "Subdivision Plat of Hasentree Community Phase I" (Sheet 2 of 7) dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, page 830 Wake County Registry.

Tract II:

BEING all of that 4.305 acre tract designated as Hasentree Golf Community Golf Course/Open Space as shown on that plat entitled, "Subdivision Plat of Hasentree Community Phase I" (Sheet 4 of 7) dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, page 832 Wake County Registry.

Tract III:

BEING all of that 10.836 acre tract designated as Hasentree Golf Community Golf Course/Open Space as shown on that plat entitled, "Subdivision Plat of Hasentree Community Phase I" dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, pages 829, 830, 831, 832, 833, 834 and 835 Wake County Registry.

Tract IV:

All property designated as "Hasentree Golf Community Golf Course/Open Space" as shown on that plat entitled, "Subdivision Plat of Hasentree Community Phase I" dated October 26, 2005 by Elingburg Land Survey Co., P.A. and recorded in Book of Maps 2006, pages 829, 830, 831, 832, 833, 834 and 835 Wake County Registry.

Tract Q: Ray Property — 29.93 acres

Beginning at an iron pipe in the right of way for Slater Drive and being the northeastern corner of property of James M. Adams, Sr., now or formerly, (PIN 1821-32-0350); runs thence N. 35 deg. 16 min. 02 sec. E. 441.74' to an iron pipe in the right of way for S.R. 1922 (Camp Kanata Road); thence N. 35 deg. 16 min. 02 sec. E. 858.46' to an iron stake in the eastern right away for Camp Kanata Road; thence N. 35 deg. 16 min. 02 sec. E. 623.64' to an

iron stake in the right of way for Camp Kanata Road; thence N. 62 deg. 35 min. 35 sec. W. 13.07' to an iron stake the southeastern corner of property of James M. Adams, Sr., now or formerly, identified on the plat hereinafter described as Tract 2 (PIN 1821-54-4313); thence N. 61 deg. 57 min. 47 sec. W. 29.88' to a point in the right of way for Camp Kanata Road and being the northeastern corner of property of Linda K. Rice, now or formerly, (PIN 1821-54-5104); thence with the southeastern line of said Rice property S. 36 deg. 41 min. 11 sec. W. 209.27' to an iron stake; thence with the southwestern line of said Rice property N. 61 deg. 23 min. 49 sec. W. 210.27' to an iron stake; thence with the northwestern line of said Rice property N. 36 deg. 50 min. 39 sec. E. 207.26' to an iron stake in the southwestern line of said Adams Tract 2 property; thence with said Adams property N. 61 deg. 49 min. 28 sec. W. 273.84' to an iron stake and N. 62 deg. 32 min. 06 sec. W. 133.39' to an iron stake, the northeastern corner of property of James M. Adams, Sr., now or formerly, and identified on the plat hereinafter described as Tract 1 (PIN 1821-33-6693); thence with the eastern line of said Adams Tract 1 property S. 55 deg. 59 min. 39 sec. W. 883.16' to an iron stake, and S. 08 deg. 38 min. 39 sec. W. 773.29' to an iron stake, the northern corner of property of Alexandra Sawyer and Kenneth C. Sawyer, now or formerly, (PIN 1821-43-2071); thence with the eastern line of said Sawyer property S. 27 deg. 00 min. 59 sec. E. 217.50' to an iron stake in the eastern right of way for Slater Drive; thence with the eastern right of way for Slater Drive S. 27 deg. 23 min. 20 sec. E. 482.19' to the Point and Place of Beginning, containing 29.93 acres, according to that plat of survey dated June 16, 2006, entitled "FINAL PLAT, PROPERTY SURVEYED FOR JAMES M. ADAMS, SR." and prepared by Summit Consulting Engineers; and being all of that property of Roy Wayne Ray having Wake County PIN 1821-43-6772 and REID 0058667, and conveyed by Leroy Ray and wife, Melissie B. Ray, to Roy Wayne Ray by that deed recorded in Book 3089, page 895, Wake County Registry.

Tract R: Tharrington Property

Being all of that parcel of land, identified as PIN 1821-03-31-7537, containing 2.9905 acres, according to that map entitled "Exhibit B Access Easement Plat to Serve Margaret S. Barnette & Richard A. Tharrington", prepared by Bass, Nixon & Kennedy, Inc., dated 10/18/2005, and now on file in the Office of the Register of Deeds of Wake County in Book of Maps 2006, page 66, to which map reference is hereby made for a more particular description of same.

Together with rights of ingress, egress and regress over that 30' Permanent "Access Easement", plus rights to those Temporary Construction Easements on either side of the said 30' Permanent Access Easement for roadway construction and to construct and maintain proper slope elevation, all as shown on that plat recorded in Book of Maps 2006, page 66, Wake County Registry.

Also together with those rights and obligations of the Grantee in that "Letter of Consent Agreement for Improvements within North Carolina Department of Transportation Road Right-of-Way Easement No. DACW21-2-95-0910 (NC Hwy #98), Falls Lake Project, Wake County, North Carolina", dated August 19, 2005.

Tract S: Scarboro and Macon Tracts**Parcel 1:**

Beginning at an iron stake being the northernmost corner of property of Roy W. Ray (PIN 1821-42-6772), now or formerly, runs thence with the northwestern line of said Ray property S. 55 deg. 59 min. 39 sec. W. 883.16' to an iron stake and S. 08 deg. 38 min. 39 sec. W. 773.29' to an iron stake, the northernmost corner of property of Alexandra Sawyer and Kenneth C. Sawyer (PIN 1821-43-2071), now or formerly; thence with the northwestern line of said Sawyer property S. 38 deg. 16 min. 15 sec. W. 457.86 feet to an iron stake in the northern right of way line of a 60-foot access easement (PIN 1821-42-4916); thence with the northern line of said right of way S. 38 deg. 07 min. 31 sec. W. 206.48' to a point and N. 70 deg. 30 min. 38 sec. W. 315.81' to a point, the northeastern corner of property of Grady S. Macon and Joyce J. Macon (PIN 1821-32-4717), now or formerly; thence with the southeastern line of said Macon property S. 14 deg. 47 min. 28 sec. W. 62.18' to a point in the northern line of other property belonging to said Macons (PIN 1821-32-6664), now or formerly; thence with the southern line of said 60-foot access easement and the northern line of said Macon property S. 70 deg. 34 min. 26 sec. E. 352.65' to a point and N. 38 deg. 16 min. 04 sec. E. 234.02' to a point and continuing with said 60-foot access easement and the northern line of another tract belonging to said Macons (PIN 1821-32-4504), now or formerly, N. 70 deg. 20 min. 24 sec. E. 30.16' to an iron stake; thence with the eastern line of the said third tract of the Macons S. 13 deg. 59 min. 04 sec. E. 282.06' to an iron stake in the northerly line of property of James M. Adams, Sr. (PIN 1821-32-0350), now or formerly; thence with the northern line of said Adams property S. 83 deg. 44 min. 33 sec. W. 942.00' to an iron stake (N 812410.75, E 2122998.43), S. 85 deg. 55 min. 34 sec. W. 185.48' to an iron stake, N. 86 deg. 56 min. 52 sec. W. 177.64' to an iron stake, and N. 05 deg. 26 min. 41 sec. E. 49.83' to an iron stake in the eastern line of property of US Army Corp of Engineers (PIN 1800-10-2847), now or formerly; thence with the eastern line of said Corp of Engineers property N. 04 deg. 47 min. 53 sec. E. 752.01' to an iron stake, N. 30 deg. 14 min. 28 sec. E. 390.12' to an iron stake, N. 68 deg. 03 min. 27 sec. W. 406.62' to an iron stake, and N. 14 deg. 05 min. 24 sec. E. 667.07' to an iron stake in the southern line of property of Earl H. Brevoort and Marjorie O. Brevoort (PIN 1821-37-8156), now or formerly; thence with the southern line of said Brevoort property S. 84 deg. 49 min. 00 sec. E. 791.83' to an iron stake and N. 68 deg. 07 min. 03 sec. E. 994.60' to an iron stake in the westernmost corner of property of Peggy A. Harding, et al, (PIN 1821-64-6461), now or formerly; thence with the southern line of said Harding property S. 85 deg. 23 min. 49 sec. E. 89.56' to an iron stake and S. 71 deg. 05 min. 42 sec. E. 263.54' to an iron stake; thence S. 62 deg. 33 min. 12 sec. E. 223.39' to the Point and Place of Beginning, containing a total of 66.77 acres, and being Tract 1 according to that plat entitled "Final Plat Scarboro Property", dated June 27, 2005, and prepared by Summit Consulting Engineers.

TOGETHER WITH a right of way for ingress, egress and regress along the existing 60-foot easement leading in an easterly direction from the above described properties to State Road 1922 (Camp Kanata Road) as shown on that deed recorded in Book 2529, Page 82, Wake County Registry and as shown and referenced on that plat recorded in Book of Maps 1990, Page 695, Wake County Registry.

Parcel 2:

Beginning at an iron stake being the northernmost corner of property of Roy W. Ray (PIN 1821-42-6772), now or formerly, and the easternmost corner of Tract 1 described above, runs thence with the northern line of Tract 1 N. 62 deg. 33 min. 12 sec. W. 223.39' to an iron stake in the southern line of property of Peggy A. Harding, et al, (PIN 1821-64-6461), now or formerly; thence with the southern line of said Harding property S. 78 deg. 16 min. 02 sec. E. 221.55' to an iron stake, S. 62 deg. 39 min. 58 sec. E. 77.14' to a point, S. 62 deg. 19 min. 58 sec. E. 580.72' to a point in the right of way for SR 1922 (Camp Kanata Road); thence within the right of way for said road S. 28 deg. 02 min. 18 sec. W. 63.92' to a point; thence with the northeastern line of property of Curtis E. Rice and Linda K. Rice (PIN 1821-54-5104), now or formerly, and the aforesaid Ray property N. 61 deg. 57 min. 47 sec. W. 239.88' to an iron stake, N. 61 deg. 49 min. 28 sec. W. 273.84' to an iron stake, and N. 62 deg. 32 min. 06 sec. W. 133.39' to the Point and Place of Beginning, containing 1.08 acres, and being Tract 2 according to that plat entitled "Final Plat Scarboro Property", dated June 27, 2005, and prepared by Summit Consulting Engineers; and being all of that property conveyed by Frank M. Marshall and wife, Nellie P. Marshall to E. W. Scarboro and wife, Claire P. Scarboro, by deed recorded in Book 2467, page 688, Wake County Registry.

Tract T: Conover Property

Beginning at an iron pipe (control corner) marking the intersection of the northwestern line of that 60-foot access easement described in Book 2305, page 151, Wake County Registry (now Slater Drive) and the northeastern line of that 60-foot access easement described in Book 2393, page 517, Wake County Registry, said iron pipe being distant S. 83 deg. 11 min. 06 sec. W. 223.08' from a P.K. nail in the centerline of S.R. 1922 (Camp Kanata Road); runs thence along a line within the right of way for Slater Drive S. 51 deg. 53 min. 27 sec. W. 505.00' to a stake in the southeastern right of way of Slater Drive; thence along the southeastern right of way for Slater Drive S. 38 deg. 11 min. 18 sec. W. 251.60' to a stake, the easternmost corner of the property conveyed to Edward W. Lowery by deed recorded in Book 5176, page 176, Wake County Registry; thence along the lines dividing the property herein described and the Edward W. Lowery property the following five courses and distances, N. 47 deg. 27 min. 08 sec. W. 197.60', N. 23 deg. 55 min. 30 sec. W. 126.94', S. 84 deg. 20 min. 26 sec. W. 171.64', S. 00 deg. 15 min. 36 sec. E. 315.00', and N. 89 deg. 44 min. 24 sec. E. 302.98' to a stake in the southwestern right of way of Slater Drive; thence along the southwestern right of way for Slater Drive S. 38 deg. 11 min. 31 sec. W. 290.10' to a stake in the northern line of the property, now or formerly, of Margaret S. Barnett, et al., thence along the northern line of said Barnett Property N. 81 deg. 17 min. 02 sec. W. 316.32' to a stake, the northeastern corner of the property, now or formerly, of Macon Elton and Annie Keith Lowery; thence along the northern line of the Lowery property N. 78 deg. 00 min. 14 sec. W. 461.91' to a stake; thence along the northeastern line of said Lowery property and the property, now or formerly, of J. D. and Sandra Clark Lowery N. 67 deg. 42 min. 13 sec. W. 1,018.17' to a stake in the western line of the property of the U.S. Government (Falls Lake); thence along the lines dividing the property herein described and the U.S. Government property the following four courses and

distances, N. 09 deg. 50 min. 43 sec. E. 289.83', S. 82 deg. 59 min. 12 sec. E. 415.06', N. 21 deg. 34 min. 37 sec. E. 172.46', and S. 80 deg. 42 min. 07 sec. E. 212.82' to a stake in the western line of the property, now or formerly, of Grady S. and Joyce T. Macon; thence along the western line of the said Macon property S. 11 deg. 13 min. 29 sec. W. 49.89' to a stake, the southwestern corner of the said Macon Property; thence along the southern line of the said Macon property S. 81 deg. 04 min. 08 sec. E. 177.61' and S. 88 deg. 08 min. 27 sec. E. 185.46', continuing thence along the southern line of said Macon property, the southern line of the property, now or formerly of Phyllis Slater and the southern line of the property, now or formerly, of Anne H. Shannon N. 89 deg. 36 min. 21 sec. E. 1,416.23' to the Point of Beginning, containing 28.058 acres, all in accordance with survey and plat entitled "Survey for Amy Anderson of the William Ray Lowery Property" by Al Prince & Associates, P.A., dated August 27, 1996.

Tract U: Mantooth Property

Being all of a tract indicated as Lot 1 on that map prepared by W. Graham Cawthorne, Jr., RLS entitled "Survey for William Lowery", dated June 19, 1989, and recorded in Wake County Book of Maps 1989, page 786. Lot 1 contains 2.019 acres.

Tract V

Beginning at an iron stake at the northwestern corner of property of Triangle Real Estate Development, LLC, now or formerly, (PIN 1821-42-2881), a common corner with James M. Adams, Sr., now or formerly, (Book 11868, page 106) and in the southern right of way line for Slater Drive (Road); runs thence with properties belonging to the said Adams S. 70 deg. 20 min. 24 sec. W. 30.16 feet to a point, S. 38 deg. 16 min. 04 sec. W. 234.02 feet to a point, N. 70 deg. 34 min. 26 sec. W. 352.65 feet to a point, N. 14 deg. 47 min. 28 sec. E. 62.18 feet to a point, S. 70 deg. 30 min. 38 sec. E. 315.81 feet to a point, and N. 38 deg. 07 min. 31 sec. E. 206.48 feet to an iron stake at the southwestern corner of property of Alexandra Sawyer and Kenneth C. Sawyer, now or formerly, (PIN 1821-43-2071), a common corner with property owned by the said James M. Adams, Sr., and in the northern right of way line for Slater Drive (Road); and thence crossing the right of way line for Slater Drive (Road) S. 57 deg. 57 min. 26 sec. E. 76.50 feet to the Point and Place of Beginning, and being the westernmost portion of the right of way for Slater Drive (Road), containing 0.8 acre, according to that plat dated June 16, 2006, entitled "FINAL PLAT, PROPERTY SURVEYED FOR JAMES M. ADAMS, SR., NEW LIGHT TWP., WAKE COUNTY, NORTH CAROLINA", and prepared by Summit Consulting Engineers, and being all of PIN 1821-32-8753.

BK014414PG00334

Exhibit 1

Illustration of Article VIII, Section 35, Example 2

**WAKE COUNTY
REGISTER OF DEEDS
ADDED FOR SCANNING
PURPOSES ONLY**

BK014414PG00335

FOR GRAPHICAL PURPOSES ONLY.
PRELIMINARY- NOT A SURVEY



HASENTREE
RALEIGH NORTH CAROLINA

EAGLESON LANE
50' PRIVATE R/W

S35°24'53"E 140.03'

151

N53°20'35"E 284.45'

20' SIDE YARD

152

0.919 ACRES
40,010.7 SQ. FT.

20' SIDE YARD

N53°08'12"E 285.13'

153

50' FRONT YARD

50' REAR YARD

VARIABLE WIDTH GOLF COURSE EASEMENT

GOLF COURSE
TREE CONSERVATION
BUFFER

N35°08'50"W 141.05'

HOLE #11

HASENTREE GOLF COMMUNITY
GOLF COURSE/OPEN SPACE

LEGEND



VARIABLE WIDTH GOLF COURSE EASEMENT

Exhibit 1

December 2008



WITHERS & RAVENEL

ENGINEERS | PLANNERS | SURVEYORS

111 Wakefern Drive, Cary, North Carolina 27513 Tel: 919-437-3333 Fax: 919-437-3333 www.wr-engineers.com

EX-105-1107(05/17) (05/17) (05/17) (05/17) (05/17) (05/17) (05/17) (05/17) (05/17) (05/17)

BK014414PG00336

Exhibit 2

Illustration of Article VIII, Section 35, Example 3

**WAKE COUNTY
REGISTER OF DEEDS
ADDED FOR SCANNING
PURPOSES ONLY**

FOR GRAPHICAL PURPOSES ON
PRELIMINARY - NOT A SURVEY



HASENTREE
RALEIGH NORTH CAROLINA

EAGLESON LANE
50' PRIVATE R/W

CHD: N42°12'21"W
CHD: 139.93'
R: 1525.00'

60' FRONT YARD

142

0.936 ACRES
40,758.9 SQ. FT.

143

141

54°21'36"W 284.13'

20' SIDE YARD

20' SIDE YARD

54°13'38"W 295.96'

20' REAR YARD

VARIABLE WIDTH LANDSCAPE EASEMENT

20' NATIVE GRASS EASEMENT

VARIABLE WIDTH GOLF COURSE EASEMENT

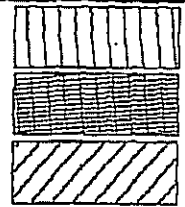
GOLF COURSE
TREE CONSERVATION
BUFFER

S37°21'40"E 140.78'

HOLE #13

HASENTREE
GOLF COMMUNITY
GOLF COURSE/OPEN SPACE

LEGEND



VARIABLE WIDTH LANDSCAPE EASEMENT

20' NATIVE GRASS EASEMENT

VARIABLE WIDTH GOLF COURSE EASEMENT

Exhibit 2

December 2008



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111 Withers Drive Cary, North Carolina 27511 Tel 919-417-2540 Fax 919-417-1515 www.withers-ravenel.com
S:\0144-14PG00337\0144PG00337.dwg Plot Date: 9/2/2008 11:22:01 AM PLOT BY: J. R. RAVENEL

BK014414PG00338

Exhibit 3

Illustration of Article VIII, Section 35 (j) Easements

**WAKE COUNTY
REGISTER OF DEEDS
ADDED FOR SCANNING
PURPOSES ONLY**

BK014414PG00339

FOR GRAPHICAL PURPOSES OF
PRELIMINARY- NOT A SURVEY



HASENTREE
RALEIGH NORTH CAROLINA

HASENTREE WAY
50' PRIVATE R/W

CHD: N19°08'54"W
CHD: 171.99'
R: 1325.00'



259

260

261

60' FRONT YARD

20' SIDE YARD

20' SIDE YARD

S68°21'06"W 299.81'

S74°00'05"W 315.15'

1.113 ACRES
48,486.9 SQ. FT.

REAR YARD

GOLF COURSE
TREE CONSERVATION
BUFFER

20' NATIVE GRASS EASEMENT

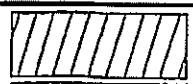
VARIABLE WIDTH GOLF
COURSE EASEMENT

HASENTREE GOLF COMMUNITY
GOLF COURSE/ OPEN SPACE

S13°02'31"E 142.40'

HOLE #8

LEGEND



REAR YARD



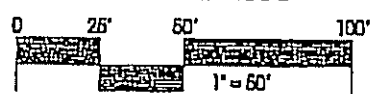
20' NATIVE GRASS EASEMENT



VARIABLE WIDTH GOLF COURSE EASEMENT

Exhibit 3

December 2008



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EXHIBIT-310/2008/22/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008 08/01/2008



BOOK:014414 PAGE:00266 - 00340

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



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

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
75 # of Pages JP 22.004-1/2006