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WAKEFIELD

**DECLARATION
FOR
WAKEFIELD PLANTATION**

(Prepared By and Hold For: Kenneth L. Eagle
1003-106 High House Road
Cary, NC 27513)

(07/02/98, f:\keagle\wakefield\covenant.9)

336

DECLARATION FOR WAKEFIELD PLANTATION
TABLE OF CONTENTS

ARTICLE I

DEFINITIONS	3
--------------------------	---

ARTICLE II

THE PROPERTIES; ANNEXATION AND WITHDRAWAL	16
Section 1. Property Made Subject To Declaration	16
Section 2. Annexation of Additional Property by the Declarant	16
Section 3. Annexation of Other Additional Property	16
Section 4. Supplemental Declaration	17
Section 5. Subdivision Declaration	17
Section 6. Order of Development and Annexation	18
Section 7. Withdrawal	18
Section 8. Effect of Annexation or Withdrawal	19

ARTICLE III

RIGHTS IN AND TO THE COMMON PROPERTY	19
Section 1. Owners' Rights and Easements of Enjoyment	19
Section 2. Title to the Common Property	20
Section 3. Extent of Owners' Easement	20
Section 4. Leases Subject to this Declaration	25
Section 5. Ingress and Egress	23
Section 6. City of Raleigh Greenway	23

ARTICLE IV

FUNCTIONS AND SERVICES OF THE ASSOCIATION	24
Section 1. Minimum List of Functions and Services	24
Section 2. Other Functions and Services	28
Section 3. Storm Water Management	30
Section 4. Exchange or Conveyance of Common Property	31
Section 5. Mortgage and Pledge	32
Section 6. Liability Limitations	32
Section 7. Merger or Consolidation	33

Table Of Contents
Declaration For Wakefield Plantation

ARTICLE V

ASSOCIATION MEMBERSHIP; VOTING RIGHTS	34
Section 1. Membership	34
Section 2. Classes of Voting Members	34
Section 3. Non-Voting Membership	36
Section 4. Voting	36
Section 5. Directors	38
Section 6. Quorum	38
Section 7. Proxies	39
Section 8. Ballots by Mail	39

ARTICLE VI

ASSESSMENTS AND OTHER CHARGES	39
Section 1. Creation of the Lien and Personal Obligation for Assessments	39
Section 2. Liability for Assessments After Change in Membership Status	40
Section 3. Nature, Purpose and Use of Assessments	40
Section 4. Maximum Annual Assessment and Annual Assessment	41
Section 5. Commencement of Assessments; Change in Assessment Category for Purposes of Assessments	43
Section 6. Preparation of Operating Budget	46
Section 7. Establishing the Annual Assessment	46
Section 8. Collection of Assessments; Due Dates; Penalties for Late Payment	47
Section 9. Special Assessments for Improvements and Additions	47
Section 10. Certification of Assessments Paid	48
Section 11. Assessment Lien and Foreclosure	48
Section 12. Subordination of the Lien to Mortgages	49
Section 13. Exempt Property	50
Section 14. Reserve Funds	50
Section 15. Working Capital Assessment	50
Section 16. Additional Assessments for Limited Common Property	51

ARTICLE VII

INSURANCE	51
Section 1. Authority and Responsibility to Purchase; Notice	51

3K8099PG0183

Table Of Contents
Declaration For Wakefield Plantation

Section 2.	Physical Damage Insurance	53
Section 3.	Liability Insurance	54
Section 4.	Other Insurance	54
Section 5.	Owners	55

ARTICLE VIII

REPAIR AND RESTORATION OF THE PROPERTIES 56

Section 1.	When Required	56
Section 2.	Procedure for Common Property	56
Section 3.	Surplus and Deficiency of Funds for Common Property Repair	57
Section 4.	Condemnation	57

ARTICLE IX

USE OF THE PROPERTIES; PROTECTION OF COMMON PROPERTY 58

Section 1.	Use of The Properties.	58
Section 2.	Damage to the Common Property.	58
Section 3.	Legal Requirements.	59
Section 4.	New Construction	59
Section 5.	Rules of the Association.	59
Section 6.	Temporary Structures Prohibited for Dwelling Use.	59
Section 7.	Wetlands and Riparian Areas.	59
Section 8.	Animals.	60
Section 9.	Antennas and Other Attachments.	61
Section 10.	Boats, etc.	61
Section 11.	Fences, Walls and Hedges.	61
Section 12.	Harmful Discharges	62
Section 13.	Home Businesses and Other Activities	62
Section 14.	Hunting; Discharge of Firearms	62
Section 15.	Landscaping; Utility Lines	63
Section 16.	Lighting.	63
Section 17.	Mailboxes and Newspaper Tubes.	63
Section 18.	Motorized Vehicles; On-Street Parking.	64
Section 19.	Noises	64
Section 20.	Nuisance and Other Matters.	65
Section 21.	Obstructions, etc.	66
Section 22.	Prohibition on Use for Streets.	66
Section 23.	Restricted Actions by Owners.	66

Table Of Contents
Declaration For Wakefield Plantation

Section 24.	Sewer Systems.	67
Section 25.	Signs.	67
Section 26.	Soil Erosion Control.	67
Section 27.	TPC Facility - Development Restrictions.	67
Section 28.	Tree Cutting.	68
Section 29.	Utility Yards.	68
Section 30.	Water Systems.	69
Section 31.	Exception for the Declarant.	69

ARTICLE X

ARCHITECTURAL APPROVAL	69
Section 1. Architectural Approval Committee - Jurisdiction and Purpose	69
Section 2. Composition	70
Section 3. Procedure	71
Section 4. Appeal	73
Section 5. Completion of Construction	73
Section 6. Variances	74
Section 7. Compensation	74
Section 8. Limitation of Liability	75

ARTICLE XI

EASEMENTS	75
Section 1. Easements Reserved by the Declarant	75
Section 2. Easements Reserved for the Association	76
Section 3. Easement Reserved for the City and Public Utilities	78
Section 4. Easements Shown On Recorded Plats	78
Section 5. Easements for Owners	78
Section 6. Restriction on Easements	80

ARTICLE XII

OWNER AND SUB-ASSOCIATION MAINTENANCE RESPONSIBILITIES		80
Section 1.	Duty to Maintain	80
Section 2.	Enforcement	81
Section 3.	Unimproved Portions of The Properties.	82

Table Of Contents
Declaration For Wakefield Plantation

ARTICLE XIII

GOLF FACILITY	82
Section 1. Existence of a Golf Facility	82
Section 2. Use of Golf Facility; Interference	83
Section 3. Use Not a Nuisance	83
Section 4. Easements For Golf Facility	84
Section 5. TPC Golf Facility	86
Section 6. PGA TOUR Event	87
Section 7. Enforceability	87
Section 8. Limitation of Liability	87

ARTICLE XIV

RECREATION FACILITY	88
Section 1. Use of Recreation Facility	88
Section 2. Use Not a Nuisance	88
Section 3. Management	88
Section 4. Risks Associated With Use	88
Section 5. Limitation of Liability	89

ARTICLE XV

RIGHTS OF MORTGAGEES	89
Section 1. Notice to Board	89
Section 2. Requirements of Mortgagee	90
Section 3. Obligation of Association to Mortgagees	90

ARTICLE XVI

AMENDMENT; EXTRAORDINARY ACTIONS	91
Section 1. Amendment by the Declarant	91
Section 2. Amendment by the Association	91
Section 3. Prohibited Effects of Amendment	92
Section 4. Extraordinary Actions and Material Amendments	93
Section 5. City of Raleigh Approval	96
Section 6. Anvil and BS/W Approval	96

3K8099PG0186

Table Of Contents
Declaration For Wakefield Plantation

ARTICLE XVII

DURATION OF DECLARATION; DISSOLUTION OF ASSOCIATION	96
Section 1. Duration	96
Section 2. Dissolution of the Association	98

ARTICLE XVIII

RALEIGH CITY CODE REQUIREMENTS	99
Section 1. Applicability	99
Section 2. Party Walls	99
Section 3. Private Streets	100
Section 4. Cluster Unit Development	101

ARTICLE XIX

ANVIL PROPERTY AND BS/W PROPERTY	102
Section 1. Anvil Property	102
Section 2. BS/W Property	103

ARTICLE XX

MISCELLANEOUS PROVISIONS	105
Section 1. Enforcement	105
Section 2. Severability of Provisions	106
Section 3. Notice	106
Section 4. Titles	107
Section 5. Number and Gender	107
Section 6. No Exemption	107
Section 7. Subdivision, Combination of Lots; Plat Re-recording	107
Section 8. Contracts Made by the Association During the Declarant Control Period	108
Section 9. Conflict Between Declaration and Articles, Bylaws	108
Section 10. Assignment	108
Section 11. Costs and Attorneys' Fees	108
Section 12. Rule Against Perpetuities	108
Section 13. Rounding	108
Section 14. Legal Requirements	109
Section 15. Joinder of Declarant's Lenders	109

3K8099PG0187

Table Of Contents
Declaration For Wakefield Plantation

EXHIBIT A

DESCRIPTION OF PROPERTY - DECLARANT PROPERTY 1

EXHIBIT A-1

DESCRIPTION OF PROPERTY - ANVIL PROPERTY 5

EXHIBIT A-2

DESCRIPTION OF PROPERTY - BS/W PROPERTY 18

EXHIBIT A-3

DESCRIPTION OF PROPERTY - SUNSTAR PROPERTY 19

EXHIBIT A-4

DESCRIPTION OF PROPERTY - WIELAND PROPERTY 20

EXHIBIT A-5

DESCRIPTION OF PROPERTY - CENTEX PROPERTY 21

EXHIBIT A-6

DESCRIPTION OF PROPERTY - CROSLAND PROPERTY 22

EXHIBIT B

**DESCRIPTION OF PROPERTY - DECLARANT ADDITIONAL PROPERTY
..... 23**

EXHIBIT C

PORTIONS OF THE PROPERTIES SUBJECT TO WITHDRAWAL 28

7K8099PG0188

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**DECLARATION
FOR WAKEFIELD PLANTATION**

THIS DECLARATION FOR WAKEFIELD PLANTATION is made this _____ day of _____, 1998, by WAKEFIELD DEVELOPERS LLC, a Maryland limited liability company, doing business in North Carolina as WAKEFIELD PLANTATION DEVELOPERS LLC, hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described on **Exhibit A** attached hereto and incorporated by reference (herein referred to as the "Declarant Property"), the Declarant Property being part of the real property referred to herein as the "Existing Property", the Existing Property being located in a proposed development presently named "Wakefield Plantation", the name of which the Declarant reserves the right to change from time to time (subject to City of Raleigh approval, if required);

AND WHEREAS, Anvil Investments LLC (hereinafter referred to as "Anvil") is the owner of the real property described on **Exhibit A-1** (herein referred to as the "Anvil Property") attached hereto and incorporated by reference, the Anvil Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, BS/W LLC (hereinafter referred to as "BS/W") is the owner of the real property described on **Exhibit A-2** (herein referred to as the "BS/W Property") attached hereto and incorporated by reference, the BS/W Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, Solaris Development Corporation, T/A Sunstar Homes (hereinafter referred to as "Sunstar") is the owner of the real property described on **Exhibit A-3** attached hereto and incorporated by reference (herein referred to as the "Sunstar Property"), the Sunstar Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, John Wieland Homes of North Carolina, Inc. (hereinafter referred to as "Wieland") is the owner of the real property described on **Exhibit A-4** attached hereto and incorporated by reference (herein referred to as the "Wieland Property"), the Wieland Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, Centex Homes (hereinafter referred to as "Centex") is the owner of the real property described on **Exhibit A-5** attached hereto and incorporated by reference (herein referred to as the "Centex Property"), the Centex Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, Crosland Development Corporation (hereinafter referred to as "Crosland") is the owner of the real property described on **Exhibit A-6** attached hereto and incorporated by reference (herein referred to as the "Crosland Property"), the Crosland Property also being part of the real property referred to herein as the "Existing Property";

AND WHEREAS, the Declarant desires to develop Wakefield Plantation as a community with a mixture of residential, commercial and recreational uses (it being contemplated by the Declarant that the commercial portions of Wakefield Plantation will not be subject to this Declaration, but may be subject to one or more other declarations), and wishes to establish and declare this Declaration with respect to the Existing Property and all Additional Property subjected to this Declaration (the Existing Property, together with all Additional Property subjected to this Declaration being defined herein as "The Properties" - it being contemplated by the Declarant that this Declaration will govern only the residential portions of Wakefield Plantation), in order to protect the value and desirability of The Properties by providing for development thereof in accordance with a common plan, and to provide for Maintenance of certain shared facilities;

AND WHEREAS, although the Declarant contemplates that separate easements, covenants and restrictions (which may or may not be similar to those herein contained) may be imposed by the Declarant with respect to the various phases, sections or subdivisions of The Properties, and that separate homeowners or property owners associations may (but shall not be required to) be established for one or more of the various phases, sections or subdivisions of The Properties, the Declarant desires to impose pursuant hereto certain easements, covenants and restrictions, and to establish certain rights for, and impose certain obligations upon, the Owners of The Properties;

AND WHEREAS, Anvil, with respect to the Anvil Property, BS/W, with respect to the BS/W Property, Sunstar, with respect to the Sunstar Property, Wieland, with respect to the Wieland Property, Centex, with respect to the Centex Property, and Crosland, with respect to the Crosland Property, each desires to have its respective real property subjected to this Declaration and become part of The Properties;

NOW, THEREFORE, the Declarant, by and with the consent of Anvil (with respect to the Anvil Property), BS/W (with respect to the BS/W Property), Sunstar (with respect to the Sunstar Property), Wieland (with respect to the Wieland Property), Centex (with respect to the Centex Property), and Crosland (with respect to the Crosland Property), as evidenced by the execution of this Declaration by Anvil, BS/W, Sunstar, Wieland, Centex and Crosland, hereby subjects to this Declaration the Existing Property as described on Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6, and hereby declares that all of The Properties (as herein defined) shall be owned, held, transferred, sold, conveyed, donated, dedicated, leased, encumbered, occupied and used subject to the terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens hereinafter stated, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of The Properties and preserving the values and amenities (if any) in The Properties (this Declaration constituting no obligation, promise or representation of the Declarant or any other Person to provide any Golf Facility or Recreation Facility or amenity in The Properties, or to or for the Owners of The Properties, except as specifically stated herein), and all of which shall run with The Properties and all parts thereof and shall be binding on and inure to the benefit of each Owner of The Properties or any part thereof.

ARTICLE I**DEFINITIONS**

The following words and terms, when used in this Declaration or any amendment hereto, or any Supplemental Declaration or Subdivision Declaration, unless amended or unless the context clearly indicates otherwise, are defined as follows (terms and words used herein without definition shall have the meanings, if any, specified therefor in the "Definitions" section of the Act). The Declarant, during the Development Period, and thereafter, the Board, has the authority to resolve any and all conflicts, disputes or questions regarding the following definitions:

- (a) "Act" is defined as the "North Carolina Nonprofit Corporation Act", currently contained in Chapter 55A of the North Carolina General Statutes, and including all amendments, supplements and replacements as enacted from time to time.
- (b) "Additional Property" is defined as all real property subjected to or annexed to this Declaration subsequent to the recording of this Declaration in the Registry, either by Supplemental Declaration or by merger or consolidation, as provided herein.
- (c) "Affiliate" is defined as any Person directly or indirectly controlling, or controlled by or under common control with, the Declarant. "Control", in the context of this definition of affiliate, is defined as the power to direct management and policies, directly or indirectly, whether through the ownership of voting securities or rights, by contract, or otherwise, and the terms "controlled" and "controlling" are included within such definition.
- (d) "Articles" is defined as the Articles of Incorporation of the Association, including all duly adopted amendments thereto.
- (e) "Association" is defined as Wakefield Plantation Community Association, Inc., a North Carolina nonprofit corporation incorporated under the Act to serve as the Association under this Declaration, and its successors and assigns.
- (f) "Board" is defined as the Board of Directors of the Association. The Board is responsible for the management and administration of the Association. Unless a vote of the Members of the Association is required therefor, or unless otherwise specifically provided in applicable Legal Requirements, all rights, powers, easements, functions, services, obligations and duties of the

Association shall be performed, determined not to be performed, directed or authorized on behalf of the Association by the Board (or, where appropriate, by the officers of the Association).

(g) "Builder" is defined as a Person, other than the Declarant, who is regularly in the business of constructing Dwellings on real property for resale to other Persons, and who purchases or becomes the Owner of one or more Lots or Development Parcels in The Properties for the purpose of constructing thereon one or more Dwellings for resale to other Persons.

(h) "Bylaws" is defined as the Bylaws of the Association as they may now or hereafter exist, including all duly adopted amendments thereto.

(i) "City" is defined as the City of Raleigh, North Carolina, the County of Wake, North Carolina, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over The Properties, whichever governmental entity or entities is/are applicable. "City of Raleigh" is defined as the City of Raleigh, North Carolina.

(j) "Common Area" or "Common Property" (the terms being used interchangeably herein) is defined as all real property and Improvements thereon owned by the Association for the use, enjoyment or benefit of the Members of the Association, and all rights in and to all easements in or on real property, together with all associated Improvements in or on such easements, granted to or reserved by or on behalf of the Association (or by or on behalf of the Declarant for later transfer or assignment to the Association) for the use, enjoyment or benefit of the Members of the Association. Common Property typically will be established by an instrument or plat recorded in the Registry, and identified in such instrument or plat as "Common Area", "Common Property", "Private Street", "Private Open Space", "Common Open Space", "Open Space", "Buffer", "Trail" or some other, similarly descriptive term. Common Property also includes all "Landscape Easements", "Sign Easements" and "Landscaped Rights-of-Way" as defined herein. Common Property also includes all Limited Common Property, which is a sub-classification of Common Property.

Common Property also shall include all property from time to time included in the definition of "Common areas" contained in Section 10-3003 of the Raleigh City Code or in any replacement section of the Raleigh City Code. At the time of the execution of this Declaration, Section 10-3003 defines "Common areas" as "Property intended for the use and benefit of the residents of a particular development; common areas include (1) any private streets owned by the Association, (2) any storm water device (including a drainage easement or an impoundment area) that serves more than one (1) individual Lot unless otherwise provided by covenants approved by the City of Raleigh Attorney or Deputy Attorney, (3) any utility line located outside public street rights-of-way and public utility easements, and not serving individual Lot, (4) any site or facility designated a Common Area on any

recorded plat or in any declaration of covenant, and (5) any Raleigh City Code required shared facility or open space." All private streets owned by, or under the jurisdiction of, a Sub-Association are the Sub-Association Common Property of that Sub-Association.

(k) "Common Expenses" is defined as: (i) expenses of Maintenance of the Common Property, including repair, restoration and replacement thereof; (ii) expenses declared to be or described as Common Expenses by the provisions of this Declaration; (iii) ad valorem property taxes and public assessments, if any, levied against the Common Property or other assets of the Association; (iv) premiums for hazard, liability or other insurance insuring the Association, the Common Property or other Association assets; (v) all other expenses incurred by the Association in performing its functions and providing services under this Declaration, including Association operating, management and administrative expenses, and unexpected contingencies; and (vi) expenses determined by the Board to be Common Expenses of the Association. Provided, however, the term Common Expenses does not include the costs of the initial improvements constructed or placed in any Common Property by the Declarant.

(l) "Contiguous" is defined as including all of the following: adjacent to; across a public or private street right of way from; and separated from by an easement, Common Property or property owned by the City.

(m) "Declarant" is defined as Wakefield Developers LLC, its successors and assigns.

(n) "Declarant Control Period" is defined as the period of time beginning at the time of recording of this Declaration in the Registry and ending on the first to occur of the following:

(i) the later of 5:00 p.m. on the date that is seven (7) years following the date of recordation of this Declaration in the Registry, or 5:00 p.m. on the date that is five (5) years following the date of recordation in the Registry of the most recent Supplemental Declaration signed by the Declarant subjecting Additional Property to this Declaration (provided, however, once the Declarant Control Period has ended because of the expiration of one of the foregoing time periods, the recordation thereafter of a Supplemental Declaration subjecting Additional Property to this Declaration shall not reinstate the Declarant Control Period; further provided, however, if the Declarant is delayed in the development of The Properties as the result of a sanitary sewer, water or building permit moratorium, or as the result of some other cause or event beyond the Declarant's control, then the applicable time period shall be extended by the amount of time of the delay, up to a maximum total extension time of three (3) years; or

(ii) the date on which the total number of votes entitled to be cast by the Class A Members of the Association equals the total number of votes entitled to be cast by the Declarant as the Class B Member of the Association (the total number of votes of either of the two classes of membership in the Association may be increased or decreased by the annexation of Additional Property or withdrawal of portions of The Properties as provided herein); or

(iii) the date specified by the Declarant in a written notice to the Association; or

(iv) the end of the Development Period.

(o) "Declarant Property" is defined as all of the real property described on **Exhibit A** attached hereto and incorporated by reference.

(p) "Declarant Additional Property" is defined as all of the real property described on **Exhibit B** attached hereto and incorporated by reference, excluding all portions thereof that become part of The Properties subsequent to the recording of this Declaration in the Registry. The Declarant specifically reserves the right, during the Development Period, to annex any part or all of the Declarant Additional Property to this Declaration.

(q) "Declaration" is defined as this Declaration For Wakefield Plantation, and all duly adopted and recorded amendments hereto and Supplemental Declarations annexing Additional Property.

(r) "Development Period" is defined as the period of time from the date of recordation of this Declaration in the Registry through and including the date of the first of the following to occur: (i) the later of the last date on which the Declarant owns any portion of The Properties or the Declarant Additional Property, or the date of release of the last bond (or letter of credit or other, similar financial guarantee) posted by the Declarant with the City in connection with the Declarant's development of The Properties; or (ii) the date that is twenty (20) years following the date of recordation of this Declaration in the Registry; or (iii) the date that Declarant terminates the Development Period by giving the Association written notice of termination. Provided, however, for the sole purpose of appointing the Architectural Approval Committee for architectural approvals of initial Improvements on The Properties, Declarant may extend the Development Period until all such initial Improvements have been completed. If Declarant wishes to extend the Development Period for such purpose, it shall notify the Association in writing of such extension prior to the time that the Development Period otherwise would terminate under the terms of this paragraph.

(s) "Duty Called Meeting of the Association" is a meeting of the Association which has been called, and with respect to which notice has been given, in accordance with the Governing Documents and all applicable Legal Requirements; "present", in the context of meetings of the Association, means present in person, or represented by proxy meeting all applicable requirements of the

Governing Documents and the Legal Requirements, or present by mailed ballot (when allowed) meeting all applicable requirements of the Governing Documents and the Legal Requirements; "notice", in connection with an annual meeting of the Association, shall include notice of the date, time and place of the meeting and not less than a summary description of all proposed amendments to this Declaration and all extraordinary actions of the Association that require approval by the Members; "notice", in connection with a special meeting of the Association, shall include notice of the date, time and place of the meeting and not less than a summary description of all matters to be voted upon at the special meeting. No business shall be conducted at a meeting of the Members of the Association unless such meeting is a Duly Called Meeting of the Association. References in this Declaration to meetings of the Members of the Association are deemed to refer to Duly Called Meetings of the Association.

(t) "Dwelling Unit" or "Dwelling" is defined as a building (or portion thereof) physically arranged to create an independent housekeeping establishment with separate facilities for cooking, sleeping, and toilet, or, in the case of a "Congregate Care Unit", separate facilities for sleeping and toilet with shared facilities for food preparation and dining. An "Apartment Unit" is defined as a Dwelling Unit in a building located on a Development Parcel or Unsubdivided Land which contains one or more other Apartment Units, and which Apartment Units primarily are occupied or intended for occupancy by tenants or sub-tenants of the Owner of the building in which such Apartment Units are located. Provided, however, the foregoing definition shall not preclude the Owner of the building in which such Apartment Units are located from living in one of the Apartment Units in that building. For the purposes of this Declaration, an Apartment Unit also includes a Congregate Care Unit, whether or not the Congregate Care Unit is occupied or intended for occupancy by the owners thereof or by tenants or sub-tenants of the Owner of the Congregate Care Unit. A Congregate Care Unit typically is a Dwelling Unit that contains separate facilities for sleeping and toilet, but does not contain its own cooking facilities or contains only minimal cooking and kitchen facilities. A "Proposed Apartment Unit" is any portion of The Properties that is proposed to be developed as an Apartment Unit as shown on the Master Plan or any applicable Subdivision Plan. An "Attached Dwelling Unit" is defined as a Dwelling Unit, excluding an Apartment Unit, that is located in a building which contains one or more other Attached Dwelling Units, excluding Apartment Units. Attached Dwelling Units may include condominiums and townhomes, and each Attached Dwelling Unit is located on a Lot as the term Lot is defined herein. Typically, each Attached Dwelling Unit in a building is separately owned. A "Detached Dwelling Unit" is defined as a Dwelling Unit located on a Lot in a building which contains only one Dwelling Unit, or which contains only one Dwelling Unit plus a "utility apartment" meeting all applicable Legal Requirements and approved by the Architectural Approval Committee, in its sole discretion (provided, however, the foregoing definition is not intended to preclude garages or other improvements associated with a Detached Dwelling Unit as approved by the Architectural Approval Committee). A condominium or townhome development may include Detached Dwelling Units, if such developments contain one or more buildings in which only one (1) Dwelling Unit is located. A "utility apartment" is a portion of a Detached Dwelling Unit

that complies with all of the following requirements: (i) it physically is part of the Detached Dwelling Unit or part of an attached or detached garage that has been approved by the Architectural Approval Committee; (ii) the Dwelling Unit is occupied by the Owner of the Lot on which it is located; (iii) the utility apartment contains a floor area not in excess of 1/4 of the gross floor area of the Dwelling Unit (including the utility apartment); and (iv) the utility apartment is not occupied by more than two (2) individual Persons. The Declarant recognizes that there may be types of housing that do not precisely fit into the foregoing definitions of Detached Dwelling Unit, Attached Dwelling Unit or Apartment Unit. Accordingly, the Declarant, during the Development Period, and thereafter, the Board, has the authority to resolve any and all conflicts, disputes or questions as to whether a Dwelling Unit is a Detached Dwelling Unit, an Attached Dwelling Unit or an Apartment Unit for purposes of this Declaration.

(u) "Existing Property" is defined as the real property subjected to this Declaration as described in Article II and on Exhibit A, Exhibit A- 1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6 attached hereto and incorporated by reference.

(v) "Golf Facility" is defined as real property constituting a golf course and its related facilities (including, without limitation, driving range, club house, golf pro shop, golf cart storage facility, golf course Maintenance building and facilities), together with those related facilities and improvements. There may be one or more Golf Facilities located in or Contiguous to The Properties. A Recreation Facility also may be part of a Golf Facility. A "TPC Facility" is defined as a Golf Facility containing an eighteen (18) hole championship caliber golf course and operated as a "Tournament Players Club" facility licensed by the PGA Tour, Inc. (the "PGA"), which is an organization of certain professional tournament golfers of national stature that, among other things, sanctions, sponsors, approves, co-sponsors and/or promotes certain professional golf tournaments on the "PGA TOUR", the "SENIOR PGA TOUR" and the "NIKE TOUR".

(w) "Governing Documents" is defined as this Declaration, all applicable Supplemental Declarations and Subdivision Declarations, the Articles and the Bylaws.

(x) "Improvement" or "Improvements" is defined as the Dwelling (including any utility apartment) on a Lot, the Apartment Units on a Development Parcel or Unsubdivided Land, and all other improvements on any portion of The Properties, including any one or more of the following: Dwelling Units and other buildings and structures (including exterior materials, colors, sizes, and architectural styles); decks; patios; motor vehicle parking areas; storage areas; recreational areas, equipment and facilities; mailboxes; exterior antennae, dishes or other apparatus to receive or transmit television or radio or microwave or other signals; fences; walls; hedges; mass plantings and other landscaping; poles; driveways; ponds; lakes; clearing, grading and other site preparation; swimming pools; signs; illumination; and all other exterior improvements. The definition of Improvements

includes both initial improvements and all subsequent changes and additions to existing improvements, and "initial improvements" are all of the improvements constructed on all portions of The Properties through the time of issuance of a certificate of occupancy by the City for the Dwelling(s) or building(s) thereon.

(y) "include" or "including" is defined as being inclusive of, but not limited to, the particular examples described

(z) "Intended Use" or "Intended For Use" is defined as the use proposed for a particular portion of The Properties as shown on the Master Plan or on an applicable Subdivision Plan. The Intended Use shown on an applicable Subdivision Plan controls over the Intended Use shown on the Master Plan. After the Declarant conveys title to a portion of The Properties, no modification by the Declarant of the the Master Plan's Intended Use therefor shall be effective unless such modification is (i) consented to by an Owner of such portion of The Properties, or (ii) conforms the Master Plan to the then applicable Subdivision Plan for such portion of the Properties.

(aa) "Landscape Easement" is defined as a type of Common Property consisting of an area within or Contiguous to The Properties that is reserved or established as an easement of the Association for the use, enjoyment or benefit of the Members of the Association and for the Maintenance therein of any one or more of the following: plants, trees, flowers, bushes, other landscaping materials, fencing, signs, lighting equipment, irrigation equipment and other associated equipment and apparatus. A Landscape Easement may be established or reserved by notation on a plat recorded in the Registry or by written document recorded in the Registry.

(bb) "Landscaped Right-of-Way" is defined as a median or other area within a publicly dedicated street right-of-way or private street right-of-way in or Contiguous to The Properties that the Association has agreed to Maintain or is required to Maintain under the terms of this Declaration. Landscaped Right-of-Way also includes areas along Falls of Neuse Road between the right-of-way of Falls of Neuse Road and fencing on any real property that adjoins the right-of-way of Falls of Neuse Road and is part of a Golf Facility.

(cc) "Legal Requirement" is defined as any duly adopted and applicable law, ordinance, regulation or requirement of the United States of America, the State of North Carolina, the City of Raleigh, the County of Wake, North Carolina, or any other governmental entity or quasi-governmental entity or agency having jurisdiction over the portion of The Properties, including any branch, department or division of any of the foregoing governmental and quasi-governmental entities.

(dd) "Limited Common Area" or "Limited Common Property" (the terms being used interchangeably herein) is defined as a type of Common Property that is established by the Declarant or the Association for the benefit of a particular phase, section, subdivision, Development Parcel or Lot located within The Properties and which has been designated by the Declarant or the Association, whichever has established same, as Limited Common Property. There may be Limited Common

Property in or on one or more phases, sections, subdivisions, Development Parcels or Lots located within The Properties. Limited Common Property is separate and distinct from Sub-Association Common Property.

(cc) "Limited Common Expenses" is defined as all of those expenses of the types included within the term Common Expenses that are related solely and specifically to Limited Common Property. The Limited Common Expenses shall be paid for solely by those Members of the Association who own portions of The Properties located in the particular phase, section or subdivision of The Properties, or who own the particular Development Parcel or Lot for or on which the associated Limited Common Property has been established.

(ff) "Maintain", "Maintaining", "Maintained", "Maintenance" or any substantially similar term used in this Declaration, is defined to include any one or more of the following, as the context requires: construction, reconstruction, installation, maintenance, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(gg) "Master Association" is defined as the Association. In those portions of the Properties where Sub-Associations exist, the Association shall be considered the Master Association.

(hh) "Master Plan" is defined as the most current version of the drawing approved by the Declarant that depicts the conceptual plan for development of The Properties and/or the Declarant Additional Property. The Declarant shall provide the Association with a copy of the Master Plan in effect on the date of recordation of this Declaration in the Registry and with a copy of each subsequently revised Master Plan.

(ii) "Member" is defined as each Owner, with the membership of each Owner in the Association being as described herein.

(jj) "mortgage" or "deed of trust" (the terms being used interchangeably herein) is defined as any mortgage, deed of trust or other instrument that creates a security interest in real property, and includes all acts required to create such security interests.

(kk) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts (including real estate investment trusts), any other lender regularly engaged in financing the purchase, construction or improvement of real property, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) which holds a first lien deed of trust encumbering a Lot, Development Parcel or Unsubdivided Land, and

also including, with respect to the Declarant, any Person who holds a security interest in the ownership interest of any member, shareholder or partner of the Declarant. Only for the purposes of the notice and inspection rights contained in this Declaration in the portions hereof dealing specifically with Mortgagees, amendment of this Declaration and termination of this Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guaranteeing or insuring mortgages which has notified the Board of such participation in writing (each of whom generically is referred to herein as a "Secondary Mortgage Market Agency"). Where the approval of Mortgagees is required, such approval means: (i) written approval; (ii) any written waiver of approval rights; (iii) a letter stating no objection; or (iv) presumptive approval if a Mortgagee does not respond to a notice from the Association requesting approval by notifying the Association, in the manner required herein for giving notices, within thirty (30) days after the Association gives notice to the Mortgagee of the request for approval.

(ll) "Owner" is defined as the owner of record as shown in the Registry, including the Declarant, whether one or more Persons, of fee simple title to any portion of The Properties, but excluding those having an interest in the foregoing as a result of a contract, option to purchase, or as security for an obligation.

(mm) "Person" is defined as any natural person, corporation, partnership, limited liability company, association, trust or other legal entity.

(nn) "Plans" is defined as the plans and specifications for a proposed Improvement showing (where applicable) the size, shape, dimensions, exterior materials, exterior finishes and colors, location on the applicable portion of The Properties, driveway, parking, provisions for storm water drainage, decorative landscape planting and other decorative landscaping features, floor plans and elevations, and other items specified from time to time in any applicable architectural guidelines.

(oo) "Pedestrian Access Easement" is defined as an access easement required by the City of Raleigh over any portion of The Properties to provide pedestrian access for the general public from public streets and other portions of The Properties or City of Raleigh greenways to and from City of Raleigh greenways.

(pp) "Property Classifications". The various portions of The Properties subjected to this Declaration shall be classified as one of the following (Note: The Property Classification of one or more portions of The Properties may change from time to time as plats thereof are re-recorded in the Registry or as otherwise provided herein - for example, when Exempt Property ceases to be Exempt

Property. During the Development Period the Declarant, in its sole discretion (and thereafter, the Board), has the authority to resolve any question or dispute regarding the Property Classification of any part or all of The Properties):

(1) "dedicated public street right of way" (or "publicly dedicated street right of way", or "public street", the terms being used interchangeably herein) is defined as any portion of The Properties that has been dedicated to public use as a street by the Owner thereof (and not in violation of this Declaration), either by the recordation of a plat in the Registry, or in such other manner as required or allowed by the City. Following any street closing of any dedicated public street right of way, the portions of The Properties formerly subject to such dedicated public street right of way shall be reclassified to the same classification as the adjoining portions of The Properties of which it becomes a part.

(2) "Development Parcel" is defined as any portion of The Properties that meets all of the following requirements: (i) is owned by a Person other than the Declarant or the Association; and (ii) is not a Lot or Exempt Property. Within thirty (30) days after recording, each Owner of a Development Parcel shall furnish to the Association a copy of each plat of that Development Parcel as recorded in the Registry (including plats related to the establishment of a condominium).

(3) "Exempt Property" is defined as all portions of The Properties included within any one or more of the following:

- a) All Common Property (which may include Recreation Facilities);
- b) All Sub-Association Common Property and Sub-Association Limited Common Property (which may include Recreation Facilities);
- c) All property owned by the City;
- d) All property within publicly dedicated street rights of way;
- e) All Golf Facilities designated as Exempt Property by the Declarant during the Development Period (and thereafter, by the Association);
- f) All Recreation Facilities designated as Exempt Property by the Declarant during the Development Period (and thereafter, by the Association);
- g) The Cemetery Site, as defined herein, as long as it is used as a cemetery;

h) As provided in Article XIX of this Declaration, the Anvil Property and the BS/W Property; and

i) All of the following designated as Exempt Property by the Declarant, Anvil or BS/W during the Development Period (and thereafter, by the Association): well sites used as part of a community or common potable water system for one or more portions of The Properties; places of worship; libraries; fire stations; rescue squads; post offices; schools; day care facilities; nonprofit or charitable community, civil or cultural clubs and institutions; and any other non-residential community facilities which the Declarant, Anvil or BS/W (during the Development Period and thereafter, the Association) may designate as Exempt Property;

Provided, however, and notwithstanding anything to the contrary in this Declaration, no Lot, Development Parcel or Unsubdivided Land shall be exempt from any of the terms and provisions of this Declaration unless and until it becomes Exempt Property as provided herein. The Association may not change the designation of any portion of The Properties that has been designated as Exempt Property by the Declarant, Anvil or BS/W during the Development Period, unless the Owner of such Exempt Property consents in writing. Exempt Property is not subject to any assessments under this Declaration. Except for the City, which shall not be a Member of the Association, Owners of Exempt Property shall be non-voting Members of the Association.

NOTE: If the Declarant, Anvil or BS/W wishes to designate as Exempt Property a Recreation Facility that, under the applicable Raleigh City Code provisions, is not a "Recreational use related to residential developments" (see current Raleigh City Code Sections 10-2002, 10-2072 and 10-3073), such Person first shall determine from the City of Raleigh whether or not such designation will require deletion of such Recreation Facility from the portion of The Properties that is part of the "Cluster Unit Development". If deletion of such Recreation Facility from the Cluster Unit Development is required, and if such deletion results in the loss of density units from the Cluster Unit Development, the lost density units shall be deducted from the number of density units then applicable to the portion of The Properties owned by the Person who designates such Recreation Facility as Exempt Property, unless another Person agrees in writing that such density units be deducted from the number of density units then applicable to the portion of The Properties owned by such other Person.

Notwithstanding anything to the contrary contained herein, until such time, as any, as it loses its Exempt Property status, all of the following Exempt Property is exempt from all of the terms and provisions of this Declaration, except for any easements over such Exempt Property reserved in this Declaration by or for the Declarant, the Association, the City or any other Person: (i) all Exempt Property owned by the City, (ii) all Exempt Property within publicly dedicated street rights of way,

and (iii) all Golf Facilities designated as Exempt Property as provided herein, unless the document designating any such Golf Facility as Exempt Property specifies otherwise.

All Exempt Property that loses its status as Exempt Property - for example, property within a publicly dedicated street right of way that has been closed as a public street, property formerly owned by the City which has been conveyed to an Owner, a Recreation Facility that no longer is being used as a Recreation Facility, or a Golf Facility that ceases to be used for the purposes that made it Exempt Property in the designation by the Declarant or the Association - shall be reclassified as a Lot, Development Parcel or Unsubdivided Land, as appropriate, and shall be subject to all of the terms and provisions of this Declaration in the same manner and to the same extent as other Lots, Development Parcels or Unsubdivided Land.

(4) "Lot" is defined as any portion of The Properties which is intended for the construction and use thereon of one Dwelling Unit, which may be either a Detached Dwelling Unit or an Attached Dwelling Unit, but not an Apartment Unit, and is shown as a separate numbered or lettered parcel, lot or unit on any plat recorded in the Registry, including plats recorded in connection with the filing of a declaration of condominium. With respect to Attached Dwelling Units, typically there will be multiple Lots in one building. A "Proposed Lot" is defined as any portion of The Properties that is proposed to be developed as a Lot and is shown on the Master Plan or on the most current Subdivision Plan of that portion of The Properties as a separate numbered or lettered parcel or unit, but which is not shown as a Lot on any plat recorded in the Registry;

(5) "Sub-Association Common Property" is defined as portions of The Properties owned or Maintained by a Sub-Association for the use or benefit of its members. All private streets owned by, or under the jurisdiction of, a Sub-Association are the Sub-Association Common Property of that Sub-Association. "Sub-Association Limited Common Property" is defined as a type of Sub-Association Common Property that is established for the benefit of a particular phase, section, subdivision, Development Parcel or Lot located within portion of The Properties with which the Sub-Association is associated.

(6) "Unsubdivided Land" is defined as all portions of The Properties owned by the Declarant that are not Lots or Exempt Property. Following the end of the Declarant Control Period, all Unsubdivided Land shall be treated in the same manner as Development Parcels for purposes of assessments and voting under this Declaration.

(qq) "Raleigh City Code" is defined as the ordinances of the City of Raleigh, as they from time to time exist. References in this Declaration to specific sections of the Raleigh City Code refer to such sections as they exist on the date of recordation of this Declaration in the Registry.

(rr) "Recreation Facility" is defined as any portion of The Properties devoted primarily to recreational uses or purposes, including all improvements associated therewith. Examples of a Recreation Facility are a YMCA, gymnasium, health spa, walking trail, exercise trail, horse trail, playground, tennis courts and a swimming pool. A Recreation Facility may be part of a Golf Facility. A Recreation Facility may, but shall not be required to be, Common Property or Sub-Association Common Property. The term "Recreation Facility" does not include recreational equipment or facilities on a Lot for the use and benefit of the Owner of the Lot or such Owner's family members, guests or lessees.

(ss) "Registry" is defined as the office of the Register of Deeds for Wake County, North Carolina, or any successor office in which deeds, plats, easements, mortgages and deeds of trust are recorded.

(tt) "Sign Easement" is defined as a type of Common Property consisting of an area within or Contiguous to The Properties that is reserved or established as an easement of the Association for the Maintenance therein of any one or more of the following for the use, enjoyment or benefit of the Members of the Association: signs and associated landscaping materials, fencing, lighting equipment, irrigation equipment and other associated equipment and devices. A Sign Easement may be established or reserved by a notation on a plat recorded in the Registry or by a written document recorded in the Registry.

(uu) "Sub-Association" is defined as a North Carolina nonprofit corporation organized and existing under the Act (or other legal entity allowed for such purposes by applicable Legal Requirements) for the purpose of owning, managing and/or Maintaining that Sub-Association's Common Property (including, with respect to a condominium, its common elements). The term Sub-Association includes a property owners association for a townhome and a condominium unit owners association. Any and all assessments imposed upon the Members of the Association by the documents establishing or governing a Sub-Association or subjecting the applicable portion of The Properties thereto shall be in addition to any and all assessments imposed upon such Members of the Association by this Declaration.

(vv) "Subdivision Plan" is defined as the most current development plan approved by the City for any portion of The Properties or the Declarant Additional Property, including a subdivision plan, site plan, group housing plan or cluster unit development plan. When two or more Subdivision Plans are approved for the same portion of The Properties (for example, a phase or section within a cluster unit development), the most current and most specific plan controls.

(ww) "Surrounding Property" is defined as all portions of The Properties that adjoin any part of a boundary of any Golf Facility.

(xx) "The Properties" is defined as the Existing Property, together with all Additional Property, but excluding any portion of The Properties withdrawn from this Declaration as allowed herein.

(yy) "Wakefield Plantation" is defined as the real property in Wake County, North Carolina, shown as part of Wakefield Plantation on the Master Plan.

ARTICLE II

THE PROPERTIES; ANNEXATION AND WITHDRAWAL

Section 1. Property Made Subject To Declaration. The Existing Property described on Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6 attached hereto and incorporated by reference is hereby subjected to this Declaration.

Section 2. Annexation of Additional Property by the Declarant.

At any time during the Development Period the Declarant may, but shall not be required to, annex (or subject, the words being used interchangeably in the context of adding to The Properties) to this Declaration the following: (i) any part or all of the Declarant Additional Property; (ii) any real property that once was part of The Properties and has been withdrawn from this Declaration; and/or (iii) any other real property Contiguous to any part of The Properties, provided that the cumulative total of such real property from time to time annexed to this Declaration does not exceed 500 acres. Except as otherwise provided herein, annexation shall be effected only after approval by the City of Raleigh, if required, and recordation of a Supplemental Declaration as described herein.

Section 3. Annexation of Other Additional Property. If the Declarant desires to annex real property to the Declaration that is not of a type described in the immediately preceding Section 2, or if the Declarant desires to annex real property to this Declaration after the end of the Development Period, or if a Person other than the Declarant desires to subject real property to this Declaration, such real property may be subjected to this Declaration only after approval by the City of Raleigh, if required (which may include a requirement that the real property to be annexed be Contiguous to a portion of The Properties), approval of the proposed annexation by the affirmative vote of sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association (and, during the Declarant Control Period, including a majority of the votes cast at such Duly Called Meeting of the Association by the Members other than the Declarant), and recordation in the Registry of a Supplemental Declaration signed by the owner of such real

property, the appropriate officers of the Association and by the Declarant during the Declarant Control Period.

Section 4. Supplemental Declaration. Each Supplemental Declaration shall be effective to annex Additional Property to this Declaration only upon approval by the City of Raleigh, if required (at the time of recordation of this Declaration, Raleigh City Code Section 10-3071 (10) d. requires approval by the City of Raleigh Attorney or Deputy Attorney of documents that annex additional land into a cluster unit development), and recordation in the Registry, and the effective date of such annexation shall be the later of the date specified therein, if any, or the date of recordation of the Supplemental Declaration. Each Supplemental Declaration shall describe the Additional Property annexed and shall reference this Declaration. A Supplemental Declaration need not be in any specific form and need not be titled Supplemental Declaration (for example, it may be contained in a deed from the Declarant conveying the real property being annexed), but it shall clearly indicate the intention to subject such real property to this Declaration. Any Supplemental Declaration may specify such use restrictions and may contain such other terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens, not inconsistent with this Declaration, as the Person annexing such real property to this Declaration may determine, which provisions may be more, but not less, restrictive than the provisions of this Declaration. Except for such more restrictive provisions, this Declaration shall control over any provision of any Supplemental Declaration that conflicts or is inconsistent with this Declaration. In addition to the foregoing, the term "Supplemental Declaration" includes an instrument recorded in the Registry that annexes real property to an existing Subdivision Declaration.

Section 5. Subdivision Declaration. It is contemplated by the Declarant that within The Properties there may be separate and distinct residential phases, sections or subdivisions that will be subjected to this Declaration. It is further contemplated by the Declarant that, because of varying lot sizes, marketing considerations and other factors, it may be necessary or desirable to impose additional and different covenants and restrictions on such phases, sections or subdivisions which are applicable solely to such phase, section or subdivision (the foregoing being referred to herein as a "Subdivision Declaration"). Accordingly, the Declarant or other Person who owns any such phase, section or subdivision of The Properties may subject such phase, section or subdivision to such Subdivision Declarations as the Declarant or other Person, in its sole discretion, may from time to time determine. Provided, however, during the Development Period no Person other than the Declarant may subject any phase, section or subdivision of The Properties to any Subdivision Declaration unless the Declarant consents in writing thereto. More than one phase, section or subdivision may be subjected to the same Subdivision Declaration. Any Subdivision Declaration may specify such use restrictions and may contain such other terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens, not inconsistent with this Declaration, as the Person subjecting such real property to the Subdivision Declaration may determine, which provisions

may be more, but not less, restrictive than the provisions of this Declaration. Except for such more restrictive provisions, this Declaration shall control over any provision of any Subdivision Declaration that conflicts or is inconsistent with this Declaration.

Section 6. Order of Development and Annexation. It is the Declarant's intent to develop the portions of The Properties it owns in accordance with the Master Plan, as modified from time to time. Provided, however, but subject to applicable Legal Requirements, the Master Plan shall not obligate the Declarant to develop any particular portion of The Properties now or in the future, the Declarant shall not be required to follow any particular sequence or order of development of The Properties, and the Declarant may annex or consent to annex Additional Property to this Declaration before completing development of the portion of The Properties previously subjected to this Declaration.

Section 7. Withdrawal.

(a) At any time and from time to time during the Development Period the Declarant, in its sole discretion, without the approval or joinder of the Association or any Owner or other Person (except for the Owner of the portion of The Properties being withdrawn), but subject to City of Raleigh approval, may record in the Registry a "withdrawal declaration" to withdraw one or more portions of The Properties from this Declaration, provided each portion of The Properties to be withdrawn either is (i) dedicated or to be dedicated to public use; or (ii) conveyed or to be conveyed to the City; or (iii) zoned, used or intended for Use for commercial or non-residential purposes; or (iv) part of a Golf Facility; or (v) part of the real property identified as being subject to withdrawal on **Exhibit C** attached hereto and incorporated by reference. All portions of The Properties withdrawn from this Declaration shall be identified either by a plat recorded in the Registry or by a metes and bounds description. The withdrawal shall be effective on the date the withdrawal declaration is recorded in the Registry, or on such later date specified therein.

(b) After the end of the Development Period, at any time and from time to time one or more portions of The Properties may be withdrawn from this Declaration, provided such portion of The Properties to be withdrawn either is (i) dedicated or to be dedicated to public use; or (ii) conveyed or to be conveyed to the City; or (iii) zoned, used or intended for Use for commercial or non-residential purposes, and the withdrawal has been approved by the Owner of such portion of The Properties and by the affirmative vote of sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association for which the notice of the meeting includes notice of the proposal to withdraw such portion of The Properties, and such withdrawal is approved by the City of Raleigh.

(c) Following approval of any such withdrawal, the Association and the Owner of the portion of The Properties to be withdrawn from this Declaration shall record in the Registry a withdrawal declaration, signed by the City of Raleigh Attorney or Deputy Attorney, if required by applicable Legal Requirements, particularly describing the withdrawn portions of The Properties by reference to a plat recorded in the Registry or by a metes and bounds description. The withdrawal shall be effective on the date the withdrawal declaration is recorded in the Registry, or on such later date specified therein.

Section 8. Effect of Annexation or Withdrawal. Other than as specifically limited by the Governing Documents or any applicable Legal Requirement, the Declarant shall have full power to add to, subtract from, or make changes in, the Master Plan, and annex real property to and withdraw real property from this Declaration, regardless of the fact that such actions may affect the relative voting strength of any class of membership in the Association or reduce the number of Owners subject to assessment under this Declaration. Additional Property annexed to this Declaration shall be subject to the Property Classification, Association membership, assessment and architectural approval provisions of this Declaration in the same manner as all other portions of The Properties, whether or not other terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens are specifically made applicable to such Additional Property. All portions of the Declarant Additional Property not annexed to this Declaration may be developed in any manner allowed under applicable Legal Requirements, without regard to the provisions of this Declaration. Any portion of The Properties that is withdrawn from this Declaration may be developed in any manner allowed under applicable Legal Requirements, and shall be released from the terms and provisions of this Declaration, except as follows: (i) all easements specifically affecting such withdrawn portions of The Properties, as shown on plats recorded in the Registry or as described in documents recorded in the Registry, shall remain in force and effect; and (ii) all portions of The Properties that are withdrawn from this Declaration shall continue to be subject to the following provisions of this Declaration with respect to each Golf Facility, as long as it is being operated as a Golf Facility, unless the same are released or waived by the owner of that Golf Facility: restrictions on development of Surrounding Property with respect to that Golf Facility (for example, see Article IX, Section 27); and the provisions of Article XIII.

ARTICLE III

RIGHTS IN AND TO THE COMMON PROPERTY

Section 1. Owners' Rights and Easements of Enjoyment. Subject to the provisions of this Declaration and any applicable Supplemental Declaration or Subdivision Declaration, every Owner shall have a right and easement of use and enjoyment in and to the Common Property, which

right and easement shall be appurtenant to and shall pass with the title to each portion of The Properties owned by such Owner; PROVIDED, HOWEVER, such easement shall not give any Owner the right to make alterations, additions or improvements to any part of the Common Property, nor to encumber the Common Property as security for any indebtedness of the Owner. Subject to the terms of this Declaration and the Bylaws, any Owner may delegate or assign such Owner's right of use and enjoyment in and to the Common Property to the Owner's family members, lessees, guests, and contract purchasers (who reside on the portion of The Properties owned by such Owner).

Section 2. Title to the Common Property. Declarant (and any other Person who annexes Additional Property to this Declaration) shall convey to the Association by one or more deeds (without warranty at the Declarant's option), fee simple title to all real property portions of the Common Property, free and clear of all encumbrances and liens, except for this Declaration, ad valorem property taxes subsequent to the date of conveyance, street rights-of-way, storm water drainage easements, greenway easements and utility easements. Title to such portions of the Common Property (including Common Property located within Additional Property annexed to this Declaration) shall be conveyed to the Association prior to the time of conveyance by the Declarant (or by any other Person who annexes Additional Property to this Declaration), of the first portion of the applicable phase, section or subdivision of The Properties in or adjacent to which that Common Property is located (provided, however, any failure of the Declarant or other Person to so convey the Common Property shall not invalidate this Declaration, shall not constitute a breach of this Declaration giving rise to any legal remedy other than suit for specific performance to convey such Common Property, and shall not invalidate any subsequent conveyance to the Association of the same or any other portion of the Common Property). The Declarant shall assign to the Association rights in and to any and all easements that constitute Common Property, as and when the Declarant determines, in its sole discretion, it is necessary or desirable. The Association shall not refuse the Declarant's classification as Common Property of any of The Properties or the Declarant Additional Property or easements to be Maintained by the Association, nor shall the Association refuse to accept from the Declarant (or from any other Person who annexes Additional Property to this Declaration when such Common Property is required by the applicable Subdivision Plan), the conveyance, transfer or assignment of any Common Property.

Section 3. Extent of Owners' Easement. The rights and easements of enjoyment of the Owners in and to the Common Property are subject to all of the following:

- (a) The right of the Association to prescribe and enforce regulations governing the use and Maintenance of the Common Property;
- (b) Temporary unavailability of any of the Common Property for necessary Maintenance;
- (c) The right of the Association to borrow money for the purpose of Maintaining the Common Property or to enable the Association to perform its functions or provide the services under

this Declaration, and the right of the Association to mortgage or pledge the assets of the Association as provided in Article IV, Section 5 of this Declaration;

(d) Subject to any approval required by the City of Raleigh and any approval required from the Members of the Association under this Declaration, the right of the Association to abandon, partition, encumber, convey, sell, or transfer or relocate the boundaries of, the Common Property;

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(f) The right of the Association to suspend the rights (voting and other) and easements of enjoyment in and to the Common Property of any Owner, or any Owner's family member, lessee, guest or contract purchaser, for any period during which any assessment owed by the Owner remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations. Provided, however, no such suspension shall constitute a waiver or discharge of the Owner's obligation to pay any assessment or other charge under this Declaration. Further provided, the Association shall not suspend the right of any Owner to use any portion of the Common Property over which there is an easement that provides vehicular or pedestrian access for ingress and egress from a public street, a walkway, or a parking area to such Owner's portion of The Properties, or over which a sanitary sewer, water, storm water drainage or other public utility easement is located that provides such utility services or storm water drainage facilities to or from such Owner's portion of The Properties, but such Owner shall remain subject to the rules and regulations, if any, established by the Association for use of that portion of the Common Property;

(g) Subject to applicable Legal Requirements, the right of the Association to charge reasonable fees for use of the Common Property;

(h) Subject to any approval required by the City of Raleigh, the right of the Association (and the right of the Declarant to require the Association) to reconvey portions of the Common Property to the Declarant to correct erroneous, unintentional or inadvertent conveyances of Common Property by the Declarant to the Association that are inconsistent with the Master Plan or any applicable Subdivision Plan;

(i) Subject to any approval required by the City of Raleigh, the right of the Association to convey portions of the Common Property for any one or more of the following purposes: (i) to eliminate unintentional encroachments of Improvements or easements; (ii) to correct any building or other setback violations; (iii) to adjust boundary lines of portions of The Properties; and (iv) as otherwise determined by the Board to facilitate the orderly subdivision and development of The Properties. Provided, however, (i) no such conveyance shall reduce the portion of the Common Property that constitutes "open space" required by the City of Raleigh below the minimum amount

of "open space", if any, required by the City of Raleigh; (ii) if the conveyance of Common Property results in a material reduction of the Common Property (that is, one (1) acre or more), then the Declarant, or other Person to whom the Common Property is conveyed, shall transfer or cause to be transferred to the Association such real property as may be necessary to keep the amount of the Common Property at the level previously existing, or the Association shall be otherwise reasonably compensated; (iii) the City of Raleigh, if required, approves any boundary line adjustment; (iv) any boundary line adjustment is approved by the Owners of all portions of The Properties affected by the adjustment; (v) each portion of The Properties previously Contiguous to Common Property (excluding easements) remains Contiguous to Common Property, unless otherwise approved by the Owner thereof; (vi) the conveyance does not materially conflict with the Master Plan or any applicable Subdivision Plan; and (vii) any conveyance of real property to the Association must be free and clear of all encumbrances except for this Declaration and any applicable Supplemental Declaration or Subdivision Declaration, street rights of way or access easements, greenway easements and easements for utilities and storm water drainage.

When Common Property is conveyed by the Association, upon such conveyance that Common Property shall be reclassified to a different Property Classification in accordance with this Declaration;

(j) Easements for storm water drainage, storm water control or removal, utilities, walking trails, horse trails, exercise trails, Sign Easements, Landscape Easements and other matters shown on recorded plats of the Common Property or created or reserved prior to or simultaneously with conveyance of such Common Property, and/or granted by the Association as permitted by this Declaration;

(k) All easements for golf cart paths, utilities, parking and other uses related to the Golf Facility;

(l) all other provisions of this Declaration affecting such rights and easements; and

(m) Owners and their family members, lessees, guests, and contract purchasers, without the prior written consent or approval of the Declarant (or the Board, following the end of the Development Period) shall not do any of the following within any portion of any Common Property, except as reasonably may be required to perform any Owner Maintenance Responsibilities specified in the Article of this Declaration dealing with same:

(1) Grant any easements of any nature whatsoever;

- (2) Remove any trees or vegetation, except in an emergency situation or in order to prevent injury or damage to any Person or property;
- (3) Erect gates, fences or other structures;
- (4) Remove or interfere with any structures Maintained in the Common Property by the Association.
- (5) Place or Maintain any garbage receptacles;
- (6) Fill or excavate;
- (7) Plant vegetation in, or otherwise restrict or interfere with the Maintenance of, the Common Property.

Section 4. Leases Subject to this Declaration. Every lease agreement between an Owner and a lessee for the lease of a portion of The Properties shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. Provided, however, all such leases shall be subject to the terms of this Declaration and the other Governing Documents, whether or not stated therein.

Section 5. Ingress and Egress. Notwithstanding anything to the contrary appearing in this Declaration, (i) if vehicular or pedestrian ingress and egress from a public street, a walkway, or a parking area to any portion of The Properties is over any part of the Common Property as shown on any plat or described in any instrument recorded in the Registry, or (ii) storm water drainage, sanitary sewer, water or other utility services are provided to or from such portion of The Properties over or through an easement located on the Common Property as shown on any plat or described in any instrument recorded in the Registry, any conveyance or encumbrance of that portion of the Common Property shall be subject to those easements for ingress and egress, storm water drainage and/or utilities.

Section 6. City of Raleigh Greenway. As to any and all "greenway" (as that term is defined in the Raleigh City Code) property conveyed to the City of Raleigh or dedicated as an easement area to the City of Raleigh, the uses and encumbrances of such property are subject to the limitations of the Raleigh City Code. Greenway conveyed or dedicated to the City of Raleigh shall be for the use of the general public. Notwithstanding any other provisions of this Declaration to the contrary, the Declarant, the Association, the Owners and their family members, lessees, guests and

(a) The Association shall carry out the Association's obligations and business under the terms of the Governing Documents, including legal, financial, accounting and communications services, and shall provide or procure the administrative services necessary in connection therewith;

(b) The Association shall own the Common Property and shall accept transfer of ownership of any and all Common Property from the Declarant, and from other Persons who annex Additional Property to this Declaration as provided in this Declaration;

(c) The Association shall accept from the Declarant any and all assignments of the Declarant rights under this Declaration or any Supplemental Declaration or Subdivision Declaration, and shall assume all obligations which are incident to such assignments as they relate to any Common Property, architectural approvals or other functions or services performed or provided by the Association;

(d) The Association shall accept from the Declarant any and all appointments of the Association as the agent of the Declarant for administration and enforcement of any of the provisions of this Declaration or any Supplemental Declaration or Subdivision Declaration, and shall assume all obligations which are incident to such appointments as they relate to any Common Property, architectural approvals or other functions or services performed or provided by the Association;

(e) The Association shall operate the Architectural Approval Committee(s) as and when provided in this Declaration;

(f) The Association shall Maintain the Common Property, including portions thereof located in easements granted to or reserved by or for the Association. In determining the level of Maintenance to be performed by the Association, the Board may give due consideration to the extent to which the City or any other Person is responsible for or performs such Maintenance;

(g) The Association shall keep complete records of all its acts and corporate business;

(h) The Association shall make available to each Member making written request therefor an annual financial report and, upon either the (i) the affirmative vote of majority of the votes cast by the Members present at a Duly Called Meeting of the Association, or (ii) the written request of the Members possessing twenty-five percent (25%) or more of the total number of votes of any class of Members of the Association, shall have such report audited (at the expense of the Association) by an independent certified public accountant, which audited report shall be made available to each Member making written request therefor;

(i) The Association shall make available for inspection by the Owners and Mortgagees, including their designated agents, upon reasonable request and during normal business hours, current

copies of the Governing Documents, the rules and regulations of the Association, and the books, records and financial statements of the Association;

(j) The Association shall establish an annual operating budget as provided in this Declaration.

(k) The Association shall establish the amount of and collect assessments as provided for in this Declaration;

(l) The Association shall establish reserve funds as provided in this Declaration;

(m) The Association shall hold meetings and give proper notice thereof, as required by the Governing Documents and applicable Legal Requirements.

(n) The Association shall pay all applicable ad valorem property taxes and public assessments, if any, on the Common Property;

(o) The Association shall obtain and maintain insurance as required in this Declaration;

(p) The Association shall be responsible for storm water management as provided in this Declaration;

(q) In consideration for the owner of the main Golf Facility in Wakefield Plantation constructing and operating the main Golf Facility as a TPC Facility, the Association shall be responsible for Maintenance of all of the following during all times that the main Golf Facility is operated as a TPC Facility:

(i) the entrance sign(s) (and associated landscaping, lighting and other decorative features) for Wakefield Plantation at the intersection of Falls of Neuse Road and Wakefield Plantation Drive;

the grass, trees, bushes, flowers and other landscaping materials and features within the right-of-way of Wakefield Plantation Drive as it runs through The Properties, at a Maintenance standard similar to "PGA Tour Boulevard" located in the "TPC at Sawgrass Facility" (a golf course facility near Jacksonville, Florida licensed by the PGA as a TPC Facility); and

(iii) the Landscaped Right-of-Way along Falls of Neuse Road between the right-of-way of Falls of Neuse Road and any fencing on any property adjoining the right-of-way of Falls of Neuse Road that is part of the main TPC Facility;

(f) The Association shall Maintain, up to and including the tops thereof, those portions of all "berms" - defined as areas of mounded dirt used as a screening device and installed by or on behalf of the Declarant or the Association on portions of The Properties that adjoin the rights-of-way of Falls of Neuse Road, Wakefield Plantation Drive, Wakefield Pines Drive and New Falls of Neuse Road (or Boulevard) - that face any of the foregoing rights-of-way. Each Owner on whose portion of The Properties any part of a berm is located shall Maintain the portion of such berm located on that Owner's portion of The Properties that is not the Maintenance responsibility of the Association under this paragraph:

(s) At the time of the recordation of this Declaration in the Registry, three (3) cemeteries, or graveyards, located on The Properties have been relocated to a common site in The Properties as authorized by the City of Raleigh Council (said common site being referred to hereinafter as the "Cemetery Site"). It shall be the responsibility of the Association, whether or not the Cemetery Site is Common Property, to Maintain all of the following that are located on the Cemetery Site: vehicular parking areas; grass; fencing; and landscaping. Such Maintenance shall be consistent with the quality of Maintenance of the Common Property; and

(t) The Association shall Maintain in a neat, clean, attractive and safe condition all Landscaped Rights-of-Way required to be Maintained by the Association pursuant to Subdivision Plan approvals given by the City and/or pursuant to plats of The Properties recorded in the Registry and/or pursuant to written encroachment agreements with the City (and the Association may enter into such encroachment agreements with the City), including removal (or restoration, if appropriate) of trees, plants and other landscaping materials that are either dead, damaged or are in a condition that poses a safety hazard. The City shall not be liable for any motor vehicle accidents or other accidents, injuries or damages caused by any encroachments by the Association into a publicly dedicated street right-of-way, and the Association shall indemnify and hold harmless the City from and against such liability.

(u) To the extent that they are not Maintained by the Owners of those portions of The Properties on which they are located, the Association shall Maintain all Pedestrian Access Easements required to be located on any portion of The Properties pursuant to Subdivision Plan approvals given by the City, and/or pursuant to plats of The Properties recorded in the Registry, and/or pursuant to written Maintenance agreements with the City (and the Association may enter into such Maintenance agreements with the City, including removal (or restoration, if appropriate) of trees, plants and other landscaping materials that are either dead, damaged or are in a condition that poses a safety hazard or interferes with pedestrian passage. The City shall not be liable for any accidents, injuries or damages to pedestrians caused by any encroachments by the Association into a Pedestrian Access Easement, and the Association shall indemnify and hold harmless the City from and against such liability.

Section 2. Other Functions and Services. Subject to the Governing Documents, the Association is authorized and empowered, but not required (except as specified in the immediately preceding Section 1), to do, provide, perform, accept, or be responsible for any one or more of the following, the expenses for which being Common Expenses under this Declaration:

(a) The Association may take all actions its deems necessary to enforce and implement the provisions of the Governing Documents;

(b) The Association make take all actions its deems necessary to perform, or to enable it to perform, any of the functions, or to provide, or to enable it to provide, any of the services, it is required or authorized to perform or provide under the Governing Documents, including entering into contracts and borrowing money for such purposes;

(c) The Association may enter into agreements with the City to enable the Association to Maintain City greenways;

(d) The Association may Maintain Landscaped Rights-of-Way and may enter into agreements with the City with respect to such Maintenance;

(e) To the extent that such services are not, in the opinion of the Board, provided adequately by the City, the Association may provide for Maintenance of City owned or controlled property located in or Contiguous to The Properties.

(f) Subject to applicable Legal Requirements, the Association may make reasonable rules and regulations for the use and operation of the Common Property, and amend them from time to time. Provided, however, any such rule or regulation adopted by the Board of the Association may be amended or repealed by the affirmative vote of a majority of the votes cast by the Members present at a Duly Called Meeting of the Association.

(g) The Association may enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Property;

(h) The Association may enter into contracts to establish and use one or more bank accounts;

(i) The Association may sue or defend in any court of law on behalf of the Association, and may employ attorneys and other necessary professionals in connection therewith;

(j) The Association may adjust the amount, collect, and use any insurance proceeds to repair damage to or replace Common Property; and if proceeds are insufficient to repair damage to or replace Common Property, levy special assessments (in the manner provided herein) to cover the deficiency;

(k) The Association may provide for insect and pest control, private security and other services for The Properties as the Board, in its reasonable discretion, determines from time to time;

(l) The Association may employ a manager or firm to manage the business and property of the Association (herein also referred to as a "property manager"), and may employ independent contractors or other employees as the Board may deem necessary;

(m) The Association may retain the services of legal and accounting firms and such other professionals and/or tradesmen as it deems necessary and appropriate;

(n) The Association may contract with the Declarant or any other Person for performance of services which the Association is required to perform pursuant to the terms hereof, such contracts to be at competitive rates and upon such terms and for such consideration as the Board may deem proper, advisable and in the best interests of the Association;

(o) The Association may establish from time to time the tax status of the Association for federal and State of North Carolina income tax purposes, as determined by the Board to be in the best interests of the Association;

(p) The Association may contract with other nonprofit corporations or associations which exist for purposes substantially similar to those for which the Association exists, with respect to the Maintenance of property owned by any such corporation or association; and

(q) In addition to the insurance coverage required under the immediately preceding Section 1, the Association may obtain and maintain such other insurance coverage as the Board determines to be in the best interests of the Association.

(r) At the time of recordation of this Declaration in the Registry, Property I of the Declarant Additional Property is proposed to be developed (by a Person other than Declarant) as a commercial development. In addition, there are portions of The Properties that are proposed to be developed for commercial purposes and which may be withdrawn from this Declaration as provided herein. It is contemplated by the Declarant that there may be portions of Landscaped Rights-of-Way, Landscape Easements and Sign Easements that may be shared by the Association and the owner or owners of said Property I and/or the portions of The Properties developed for commercial purposes, and/or the

property owners association(s) created to manage the common areas of said Property 1 and/or the portions of The Properties developed for commercial purposes (the "commercial association"). Accordingly, the Association specifically is authorized and empowered to enter into one or more agreements with the owner or owners of said Property 1 and/or with the owner or owners of the portions of The Properties developed for commercial purposes and/or with the commercial association, with respect to the Maintenance of such shared Landscaped Rights-of-Way, Landscape Easements and/or Sign Easements within or adjoining the rights-of-way of New Falls of Neuse Road (or Boulevard), Wakefield Plantation Drive and other rights-of-way as determined by the Board.

Section 3. Storm Water Management. Except for the Maintenance responsibilities placed on Owners by this Section or assumed or undertaken by other Persons, the Association, as a Common Expense, shall: (i) Maintain all storm water easements (also referred to herein as "storm water drainage easements" or "drainage easements") in The Properties that are shown on plats of The Properties recorded in the Registry or established by written instruments recorded in the Registry, and which benefit or serve more than one (1) Lot, Development Parcel, portion of Unsubdivided Land, or combination thereof; and (ii) Maintain the storm water management facilities, if any, on or serving The Properties, which are part of the storm water management system for The Properties as shown on approved Subdivision Plans or other plans approved by the City. Provided, however, such Maintenance obligations shall cease and terminate, or be reduced, at such time as the City, through a department of public works or some other agency or division, elects to Maintain, in whole or in part, the storm water drainage easements and storm water management facilities, or some other Person is providing the necessary Maintenance. Following any such assumption of Maintenance by the City or other Person, the Association may, without obligation, continue to provide Maintenance to the extent that the City or other Person fails to provide adequate Maintenance, in the opinion of the Board. The Owner of any portion of The Properties on or over which a storm water drainage easement (or portion thereof) is located shall be responsible for Maintenance of that easement (or portion thereof), including any one or more of the following: (i) mowing of grass with reasonable frequency, where applicable; (ii) removal of debris and other matter to the best of the Owner's ability, where such debris or matter has impeded or threatens to impede the free flow of storm water over or through the easement or any storm water management facilities. Such Owner's responsibility shall include notification of the Association of any defects in any fencing, if any surrounding or within a storm water drainage easement or storm water management facility, any debris or other matter which the Owner feels is beyond the Owner's reasonable ability to remove, and any excessive erosion within a storm water drainage easement. The Owner of any portion of The Properties on which a storm water drainage easement is located shall not obstruct that easement in any manner. The Owner of any portion of The Properties served by a storm water drainage easement shall keep such portion of The Properties clear of all debris and other matter which, if carried by water flow into or onto the area of the storm water drainage easement, might significantly impede the free flow of storm water over or through the easement or any storm water drainage facilities. Notwithstanding anything to the contrary herein, each Owner of a portion of The Properties, and not the Association, shall be

responsible for Maintenance of all storm water drainage facilities and equipment used exclusively in connection with such portion of The Properties or the Improvements thereon, including guttering, and pipes and drains for transportation of storm water into a storm water drainage easement or into a storm water management facility that is part of the storm water management system for The Properties.

The Declarant, during the Development Period, and thereafter, the Association, subject to any approval required by the City (which may include a requirement by the City of Raleigh of professional hydrological studies), may at any time and from time to time relocate, abandon and/or release one or more storm water drainage easements in The Properties, provided that such relocation, abandonment or release does not materially adversely affect any portion of The Properties, including the Common Property.

Section 4. Exchange or Conveyance of Common Property. The Association, without the consent of the Members, and subject to applicable Legal Requirements, may convey portions of the Common Property for any one or more of the following purposes: (i) to eliminate unintentional encroachments of Improvements or easements; (ii) to correct any building or other setback violations; (iii) to adjust boundary lines of portions of The Properties; and (iv) as otherwise determined by the Board to facilitate the orderly subdivision and development of The Properties, subject to the following: (i) no such transfer shall reduce the portion of the Common Property that constitutes "open space" below the minimum amount of "open space" required by the City of Raleigh; (ii) if the conveyance of Common Property results in a material reduction of the Common Property (that is, one (1) acre or more), then the Declarant, or other Person to whom the Common Property is conveyed, shall transfer or cause to be transferred to the Association such real property as may be necessary to keep the amount of the Common Property at the level previously existing, or the Association shall be otherwise reasonably compensated; (iii) the City of Raleigh, if required, approves any boundary line adjustment; (iv) any boundary line adjustment is approved by the Owners of all portions of The Properties affected by the adjustment; (v) each portion of The Properties previously Contiguous to Common Property (excluding easements) remains Contiguous to Common Property, unless otherwise approved by the Owner thereof; (vi) the transfer does not materially conflict with any applicable Master Plan or Subdivision Plan; and (vii) any conveyance of real property to the Association must be free and clear of all encumbrances except for this Declaration and any applicable Supplemental Declaration or Subdivision Declaration, street rights of way or access easements, greenway easements and easements for utilities and storm water drainage. At the time of the recordation of this Declaration, the Raleigh City Code requirements applicable to exchanges of Common Property are contained in Section 10-3073(a)(2).

Any of the foregoing real property acquired by the Association shall be part of the Common Property and, without further act of the Association or its Members, shall be released from all

provisions of this Declaration (or any applicable Supplemental Declaration or Subdivision Declaration) except those applicable to the Common Property. The portion of the Common Property acquired by the Declarant or other Person, without further act of the Association or its Members, shall cease to be Common Property and shall be subject to those provisions of this Declaration (and any applicable Supplemental Declaration or Subdivision Declaration) that would have been applicable to such real property had it not been Common Property, except that, if required by the City, such portion of the Common Property may be conveyed by the Association to the City free and clear of all of the terms of this Declaration or any applicable Supplemental Declaration or Subdivision Declaration.

Section 5. Mortgage and Pledge. The Association shall have the power and authority to mortgage the Common Property and to pledge its other assets as security for loans made to the Association, which loans shall be used by the Association in performing its functions and providing services under this Declaration. Provided, however: (i) any such mortgage of Common Property, and any pledge of more than one-half (1/2) of the assets of the Association, first shall be approved in the manner required in this Declaration for approval of an extraordinary action; (ii) all mortgages of Common Property shall be subordinate to the rights of the Owners to the use and enjoyment of the Common Property under this Declaration; (iii) any loan from the Declarant to the Association must be commercially reasonable and the use to which such loan proceeds will be applied approved by the Declarant. No loan from the Declarant to the Association shall discharge or reduce the Declarant's obligation to pay assessments or to fund assessment deficits as provided for herein. Notwithstanding anything in this Declaration to the contrary, at any time that there is any unpaid amount owed to the Declarant under any loan made by the Declarant to the Association, without the Declarant's written consent the annual assessments shall not be reduced below the amounts in effect at the time such loan first was made.

Section 6. Liability Limitations. Neither the Declarant, nor any current or former Member of the Association, nor the Board, nor any director on the Board, nor any officer of the Association, nor any shareholder, director, officer, member, manager, agent or employee of the Declarant, shall be personally liable for debts contracted or incurred by the Association or for a tort of another current or former Member, whether or not such other current or former Member was acting on behalf of the Association. Neither the Declarant nor the Association, nor any of the shareholders, directors, officers, members, managers, agents or employees of either, acting in those official capacities, shall be liable for any incidental or consequential damages for failure to inspect any Owner's portion of The Properties or improvements thereon, or for failure to Maintain the same (provided, however, as provided herein the Declarant shall be responsible for Maintenance of all Unsubdivided Land and Lots owned by the Declarant, and, except as otherwise specifically provided herein, the Declarant, directors on the Board and officers of the Association shall have all of the other obligations and liabilities of an Owner under this Declaration with respect to portions of The

Properties owned by such Persons). The Association shall indemnify all Association directors and officers, and members of the Architectural Approval Committee, as required by the Articles and Bylaws.

Neither the Board, the Association, any current or former Member of the Association, nor the Declarant shall be considered as a bailee of any personal property stored or placed on the Common Property (including vehicles parked on the Common Property), whether or not exclusive possession of the particular area is given to the Person who owns such personal property, nor shall any of the foregoing Persons (other than the Person who owns the personal property) be responsible for the security of such personal property or for any loss or damage thereto. The Association shall not be liable for any failure of or interruption to any service to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage which is caused by the elements or by any Owner or any other Person, or which results from electricity, water, snow or ice which may leak or flow from or over any portion of The Properties or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type resulting from the foregoing. No diminution, offset or abatement of any assessment or other charge shall be claimed or allowed for inconvenience or discomfort arising from Maintenance of the Common Property or from any action taken by the Association to comply with any applicable Legal Requirement. This Section is not intended, nor shall it be construed, to relieve any insurer of its contractual obligations under any policy benefitting the Association or any Owner.

Section 7. Merger or Consolidation. Upon a merger or consolidation of the Association with another association in accordance with all applicable Legal Requirements, the properties, rights and obligations of the Association, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association shall be considered the Association under this Declaration and may administer the terms and provisions of this Declaration and any applicable Supplemental Declaration or Subdivision Declaration, together with the terms and provisions of any declarations, covenants and restrictions applicable to other property under the jurisdiction of the surviving or consolidated Association, as a common plan. Other than as specifically stated in the plan of merger or consolidation approved pursuant to all applicable Legal Requirements (including approval by the City of Raleigh), no merger or consolidation shall effect any revocation of the provisions of this Declaration with respect to The Properties, including the limits on any assessment or any other matter substantially affecting the interests of the Members of the Association. During the Development Period, no merger or consolidation of the Association with another association shall be valid without the written consent of the Declarant.

Notwithstanding anything to the contrary appearing herein, the Declarant specifically reserves the right to merge the Association with any one or both of the following property owner's associations: (i) the property owners association operating or to be operating as the "Association" under the "Declaration Of Covenants, Conditions And Restrictions For Wakefield Estates, Phase III, recorded in the Registry in Book 7707, Page 0569; and (ii) the property owners association operating as the "Association" under the "Wakefield Residential Section Declaration Of Master Protective Covenants" recorded in the Registry in Book 5795, Page 0812. Provided, however, a plan of merger or consolidation may provide that the real property subject to the declaration or other governing documents administered by the association that is merging into or being consolidated with the Association, is deemed to be annexed to this Declaration, and, upon completion of such merger, such real property shall be annexed to this Declaration without the necessity of recording a Supplemental Declaration. The plan of merger with respect to either or both of the foregoing "Associations" may provide that the real property subject to the applicable "Declaration" administered by the merging "Association", is deemed to be annexed to this Declaration upon completion of such merger, and, if the plan of merger so provides, recordation of a Supplemental Declaration shall not be required to annex such real property to this Declaration.

ARTICLE V

ASSOCIATION MEMBERSHIP; VOTING RIGHTS

Section 1. Membership. Each and every Owner, including the Declarant, is a Member of the Association and, by execution of this Declaration or by acceptance of a deed conveying to such Owner title to any portion of The Properties, each Owner consents to be a Member of the Association, subject to the terms of the Governing Documents and applicable Legal Requirements. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the portion of The Properties owned by the Owner, and the Board may adopt reasonable rules relating to the proof of ownership. Membership in the Association shall terminate automatically whenever a Person ceases to be an Owner (except that the Declarant's Class B Membership shall terminate only as provided herein), but such termination shall not release or relieve any such Person from any liability or obligation incurred under this Declaration during the period of such Person's ownership, nor impair any rights or remedies which the Association or any other Owner has with respect to such former Owner.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting Members as follows:

Class A. Class A Members are all Owners of Development Parcels and Lots, excluding the Declarant during the Declarant Control Period. Class A Members are entitled to the following votes:

(1) A Class A Member is entitled to one (1) vote for each acre of a Development Parcel owned by such Class A Member. Provided, however: (i) as portions of a Development Parcel become Lots for purposes of assessments under this Declaration, votes for those portions shall be determined in accordance with the number of Lots; (ii) as portions of a Development Parcel become Apartment Units for purposes of assessments under this Declaration, votes for those portions shall be determined in accordance with the number of Apartment Units; and (iii) once a Development Parcel has been fully developed as Lots or Apartment Units in accordance with the applicable Subdivision Plan, or there has been no development or marketing of a Development Parcel for a period of twenty-four (24) consecutive months, no votes will be allocated to any remaining acreage in that Development Parcel. In determining the number of votes for a Development Parcel, a partial acre equal to 0.5 acre or more shall be rounded up to the nearest whole acre, and a partial acre less than 0.5 acre shall be rounded down to the nearest whole acre, except that where the acreage is less than one (1) acre, the Development Parcel shall be allocated one (1) vote. Only one (1) vote is entitled to be cast for each acre of a Development Parcel, regardless of the number of Owners thereof;

(2) A Class A Member is entitled to one (1) vote for each Lot owned by such Class A Member. Only one (1) vote is entitled to be cast for each Lot, regardless of the number of Owners thereof; and

(3) A Class A Member is entitled to one-fourth (1/4) vote for each Apartment Unit owned by such Class A Member. Only one-fourth (1/4) vote is entitled to be cast for each Apartment Unit, regardless of the number of Owners thereof.

Class B. The Class B Member is the Declarant. During the Declarant Control Period, the Class B Member shall have 13,608 votes, less the following: (i) three (3) votes for each vote entitled to be cast by the Class A Members with respect to Development Parcels and Lots (excluding those votes, if any, entitled to be cast by the Class A Members who own the Lots described in Property III A. and B. of the Declarant Additional Property following annexation of said Property III A. and B. into this Declaration); and (ii) three (3) votes for each one-fourth (1/4) vote entitled to be cast by the Class A Members with respect to Apartment Units. The beginning number of votes allocated to the Class B Member is based upon the maximum number of Dwelling Units (including Apartment Units) allowed on the Existing Property and Property II of the Declarant Additional Property in accordance with applicable zoning and/or Subdivision Plans on the date of recordation of this Declaration in the Registry (4,536 Dwelling Units allowed x three votes per Dwelling Unit = 13,608; for the purposes of this calculation: (i) each approved Dwelling Unit has been treated as if

it is a "Lot" as defined in this Declaration: (ii) Apartment Units have been treated the same as all other Dwelling Units when, in fact, Class A Members who own Apartment Units are entitled to 1/4 vote per Apartment Unit under this Declaration - accordingly, Declarant's Class B Member votes also will be reduced by 3 votes for each 1/4 vote entitled to be cast by Class A Members with respect to Apartment Units). During the Declarant Control Period, if: (i) the Declarant Additional Property is rezoned or the applicable Subdivision Plan amended to permit a greater number of Dwelling Units than permitted at the time of the recordation of this Declaration in the Registry, then the number of votes of the Class B Member shall be increased by a number determined by multiplying the number of additional Dwelling Units permitted thereon by 3; or (ii) any real property owned by the Declarant, other than Declarant Additional Property, is annexed to this Declaration, then the number of votes of the Class B Member shall be increased by a number determined by multiplying by 3 the number of additional Dwelling Units permitted on such real property under the applicable Subdivision Plan; or (iii) any real property owned by the Declarant, other than Declarant Additional Property, is annexed to this Declaration, and there is no applicable Subdivision Plan, then the number of votes of the Class B Member shall be increased by a number determined by multiplying by 3 the number obtained by multiplying the acreage of such real property by 6. See Article XIX of this Declaration for additional provisions regarding Class B Member votes

The Class B Membership shall terminate at the end of the Declarant Control Period. Upon such termination, the Declarant shall become a Class A Member, shall have Class A votes with respect to the portions of The Properties owned by the Declarant, and shall become subject to assessment as a Class A Member on the first day of the month immediately following the month in which the Declarant Control Period ends, and all Unsubdivided Land shall be treated in the same manner as Development Parcels for purposes of assessments and voting under this Declaration.

Section 3. Non-Voting Membership. Owners of Exempt Property, except for the City (which shall not be a Member of the Association), shall be non-voting Members of the Association with respect to that Exempt Property.

Section 4. Voting.

(a) When any portion of The Properties entitling the Owner thereof to membership as a Class A Member is owned of record in the name of two (2) or more Persons, their acts and presence with respect to voting, written consents, and quorum requirements shall be as follows:

- (1) If only one (1) of the Owners votes, in person or by proxy, then the vote of that Owner shall bind all of the Owners;

(2) If more than one (1) of the Owners votes, in person or by proxy, the act of the majority of those so voting shall bind all, and no fractional voting shall be allowed;

(3) If more than one (1) of the Owners votes, in person or by proxy, but the vote is evenly divided on any particular matter, the votes shall not be counted; and

(4) The presence at a meeting, in person or by proxy, of one or more of multiple owners of a Lot, Development Parcel or Apartment Unit shall be sufficient for quorum purposes with respect to the vote or votes attributable to such Lot, Development Parcel or Apartment Unit.

The principles of this paragraph shall apply, insofar as possible, to the execution of proxies, waivers, consents or objections.

(b) Except when this Declaration, other Governing Documents, or applicable Legal Requirements specifically require a higher percentage or require the applicable percentage to be calculated based on the number of votes "entitled to be cast": (i) the vote of a "simple majority" (defined as more than 50%) of the total number of votes cast by the Members present at a Duly Called Meeting of the Association shall be the act of the Members with respect to the matter subject to the vote; and (ii) when matters are required to be voted upon by each Class of membership (or by a specific Class or portion of a specific Class of Members - for example, with respect to Limited Common Property), the vote of a simple majority of the total number of votes cast by the Members of that Class (or applicable portion of that Class) present at a Duly Called Meeting of the Association shall be the act of that Class (or applicable portion of that Class) of Members with respect to the matter subject to the vote; provided, however, during the Development Period, the written consent of the Declarant shall be required to make effective any matter that affects the rights or obligations of the Declarant under this Declaration.

(c) Unless otherwise specifically prohibited in this Declaration, other Governing Documents, or any applicable Legal Requirements, any matter that may be adopted by the vote of Members may be adopted by the written consent of the Members or applicable Class of Members (or portion thereof), subject to the following: (i) the foregoing rules governing voting when there is more than one Owner of a particular portion of The Properties applies to written consents; (ii) the majority or other percentage required for adoption by voting is applicable to adoption by written consent, except that, with respect to written consents, the percentage shall be determined in relation to the number of votes that the Members, or applicable Class of Members (or portion thereof), would be entitled to cast; (iii) the date on which the last Member necessary to meet the percentage required for adoption signs the written consent shall not be more than one (1) year following the date that the first Member signs the written consent; (iv) a Member's written consent is binding unless revoked in writing prior to adoption of the matter by the required percentage of written consents; (v) a Member's written

consent becomes invalid if the Member ceases to be an Owner prior to adoption of the matter by the required percentage of written consents; and (vi) applicable provisions of the Act, Articles and Bylaws.

(d) The voting rights of an Owner may be assigned by the Owner to the Owner's lessee only by written instrument and only with respect to the portion of The Properties actually leased and occupied by the lessee.

(e) Payment of special assessments or any other assessments or charges shall not entitle Class A Members to any votes in addition to those specified for Class A Members in this Article.

(f) There shall be no cumulative voting.

Section 5. Directors. The Association shall be governed by a Board consisting of not less than three (3) nor more than seven (7) Directors elected or appointed in accordance with the Governing Documents. Subject to the foregoing minimum and maximum number of Directors requirement, during the Declarant Control Period the Declarant has the sole right to elect (by appointment), remove, replace, and designate the term of, all of the Directors as the Declarant, in its sole discretion, from time to time determines. Following the end of the Declarant Control Period, the Class A Members shall have the right to elect the majority of the Directors, and during the Development Period the Declarant shall have the right to elect (by appointment) the number of Directors that constitutes one (1) less than the majority of Directors, all as more specifically provided in the Articles and/or Bylaws.

Section 6. Quorum. A quorum shall be required for all meetings of the Members of the Association. A quorum shall be deemed to be present throughout any meeting of the Association if Members entitled to cast five percent (5%) or more of the total number of votes entitled to be cast by all of the voting Members of the Association are present, in person or by proxy, at the beginning of the meeting, unless a higher percentage is required by applicable Legal Requirements. Non-voting Members shall not be considered in determining a quorum. Once a Member is present at a meeting, such Member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is set for that adjourned meeting. When voting on any matter requires approval by a specified percentage of each class of Members, or by a specific class of Members, or, as in the case of Limited Common Property, of a limited portion of Members, a quorum of each class of Members or of the specific class Members or of the applicable portion of Members must be present in person or by proxy.

If at any meeting of the Association a quorum is not present, a majority of the Members who are present at such meeting, in person or by proxy, may recess or adjourn the meeting to such date, time and place (in Wake County, North Carolina) as such Members may agree, but not more than thirty (30) days after the date and time the meeting being recessed or adjourned was called. At the

meeting that is being recessed or adjourned, the Secretary shall announce the date, time and place to which the meeting is recessed or adjourned, and shall make reasonable efforts to notify all Members of such date, time and place.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy which is authorized in writing and meets the applicable requirements of the Governing Documents and Legal Requirements.

Section 8. Ballots by Mail. When directed by the Board, in its sole discretion, a statement of certain motions to be introduced for vote of the Members at an annual or special meeting of the Association, and a ballot on which each Member may vote for or against each such motion, shall be sent with the notice of the annual or special meeting at which such vote is to be held. The form of the ballot and requirements for execution and presentation thereof, not inconsistent with this Declaration or applicable Legal Requirements, shall be as determined by the Board. Each ballot properly executed and presented at the applicable meeting shall be counted in calculating the quorum requirements for the meeting, but such ballots shall not be counted in determining whether or not a quorum is present to vote on motions or other matters that do not appear on the ballot. With respect to any such ballot, the Board shall establish the rules for withdrawal or revocation of the ballot, which rules shall clearly be set forth on the notice of the meeting that accompanies any such ballot.

ARTICLE VI

ASSESSMENTS AND OTHER CHARGES

Section 1. Creation of the Lien and Personal Obligation for Assessments. Subject to the terms of this Declaration, each Owner of a portion of The Properties (except for Exempt Property), by execution of this Declaration or by acceptance of a deed or other conveyance, whether or not it shall be so expressed therein, is hereby deemed to consent and agree to pay to the Association (or to any Person which may be designated by the Association to receive such monies on behalf of the Association) assessments and other charges as follows: (i) annual assessments; (ii) working capital assessment; (iii) special assessments for capital improvements or other matters as set forth herein; (iv) special individual assessments levied against an Owner to reimburse the Association for Maintenance expenses resulting from the failure of such Owner to Maintain adequately that Owner's portion of The Properties, or for such other purposes as stated herein; (v) architectural review fees and costs as specified herein; and (vi) fines, late payment penalties and interest on unpaid assessments and other charges imposed under authority contained in the Governing Documents, and, in addition to such assessments and other charges, to pay all costs, fees and expenses (including reasonable attorneys' fees) incurred by the Association in enforcing or collecting

any of the foregoing assessments or other charges. All of the assessments and other charges shall be established and collected as hereinafter provided. All of the assessments and other charges, together with the costs of collection thereof, shall be a charge and continuing lien on the portion of The Properties owned by the Owner against whom they are assessed or charged from the time of the filing of a lien in the office of the Clerk of Superior Court of Wake County, North Carolina, and shall be the personal and continuing obligation of the Person who was the Owner of such portion of The Properties at the time when the assessment or other charge first became applicable. An Owner's personal obligation for payment of assessments and other charges incurred during the time such Owner owned a portion of The Properties shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner. No Owner shall be exempt from liability for any assessment provided for herein by reason of non-use of the Common Property or the portion of The Properties against which the assessment or other charge is made, or waiver of use, or abandonment of that Owner's portion of The Properties, or temporary unavailability of the use or enjoyment of the Common Property. The obligation of an Owner to pay all assessments and other charges under this Declaration shall constitute evidence of indebtedness for the purpose of establishing under Section 6-21.2 of the North Carolina General Statutes (or any successor statute) the right to collect attorney fees in any action or proceeding to enforce or collect payment of any assessment or other charge.

Section 2. Liability for Assessments After Change in Membership Status.

No Owner shall be relieved of, or released from, the obligation to pay assessments and other charges under this Declaration because of any resignation or attempted resignation by such Owner of membership in the Association, or because of any suspension of such Owner's membership in the Association.

Section 3. Nature, Purpose and Use of Assessments. The assessments shall be used by the Association for any one or more of the following: (i) to pay the Common Expenses; (ii) to perform the functions or provide the services required or authorized of the Association pursuant to this Declaration and any Supplemental Declaration or Subdivision Declaration (if applicable); and (iii) to implement, administer and enforce the terms and provisions of this Declaration and of any Supplemental Declaration or Subdivision Declaration (if applicable), as the Board determines to be in the best interests of the Association or its Members.

All assessments and other charges collected by the Association, including penalties and interest thereon, shall be the separate property of the Association. As assessments and other charges are paid to the Association by any Owner, such funds may be commingled with assessments and other charges paid to the Association by other Owners. No Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer, such Member's interest in the assets of the

Association, except as an appurtenance to the portion of The Properties owned by such Member. When any Owner shall cease to be a Member of the Association, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association or any portion thereof which may have been paid to the Association by such Owner or acquired with any funds paid to the Association by such Owner.

When the Board determines that it is necessary or desirable to make an expenditure that affects, or provides a benefit for, or complies with a requirement in this Declaration with respect to, the Limited Common Property, the funds for such expenditure shall come from the additional assessments collected from the Owners of those portions of The Properties located in the particular phase, section or subdivision in The Properties to which such Limited Common Property is related.

Section 4. Maximum Annual Assessment and Annual Assessment.

(a) Through and including December 31, 1998, the maximum annual assessment for each "Assessment Category" is as follows:

<u>Assessment Category</u>	<u>Maximum Annual Assessment</u>
Development Parcel	\$150.00 per Acre
Lot	\$360.00 per Lot
Apartment Unit	\$90.00 per Apartment Unit

(b) Beginning with the calendar year commencing on January 1, 1999, unless otherwise determined by the Board as allowed herein, the maximum annual assessment for each Assessment Category shall automatically increase each calendar year by an amount equal to the greater of (i) ten percent (10%) of the maximum annual assessment for the immediately preceding calendar year, or (ii) the amount of the maximum annual assessment for the immediately preceding calendar year multiplied by the percentage increase reflected in the "Consumer Price Index-U.S. City Average", All Items (published by the U.S. Bureau of Labor Statistics, Washington, D.C.) then in effect or such other index as may be the successor to said Consumer Price Index, for the twelve month period ending the immediately preceding July 1. Provided, however, for each year commencing with the calendar year 2000, the Board, in its sole discretion by majority vote, may elect to provide for no increase in the maximum annual assessment, or may provide for an increase in the maximum annual assessment in an amount less than the amount by which it would automatically increase as provided herein. Further provided, however, if the Board provides for no increase in the maximum annual assessment or provides for an increase less than the amount by which it would automatically increase

as provided herein, the Board may at any time during that calendar year increase the maximum annual assessment up to the maximum amount to which it would have increased automatically as provided herein. The amount finally determined as the maximum annual assessment for a calendar year shall be the amount on which the increase for the subsequent calendar year is based.

(c) From and after January 1, 1999, the maximum annual assessment for each Assessment Category in any calendar year may be established at an amount higher than the amount established automatically or by the Board as provided herein, by the affirmative vote by each class of membership of sixty-seven percent (67%) or more of the votes cast by the Members of that class present at a Duly Called Meeting of the Association for which notice of the meeting included notice of the proposal to increase the maximum annual assessment. Provided however, the provisions of this subsection shall not apply to, nor be a limitation upon, any change in the maximum annual assessment undertaken incident to a merger or consolidation in which the Association is authorized to participate under the Governing Documents or any Legal Requirement.

(d) Notwithstanding anything to the contrary herein, the maximum annual assessment for an Apartment Unit always shall be one-fourth (1/4) of the maximum annual assessment for a Lot.

(e) The annual assessment for calendar year 1998 for each Assessment Category shall be as follows:

<u>Assessment Category</u>	<u>Annual Assessment</u>
Development Parcel	\$100.00 per Acre
Lot	\$240.00 per Lot
Apartment Unit	\$60.00 per Apartment Unit

Beginning with the calendar year 1999, the Board shall establish the annual assessments at any amount not in excess of the maximum annual assessments allowable for that calendar year. Provided, however, during the Declarant Control Period, without the written consent of the Declarant the Board shall not reduce the annual assessments below the amounts of the annual assessments for 1998 as established in this paragraph.

(f) If the Board establishes the annual assessments at amounts less than the maximum annual assessments for any particular calendar year and, thereafter, during such calendar year, determines that such annual assessments are insufficient, the Board, by majority vote, may levy one or more supplemental annual assessments. Any supplemental annual assessment shall be proportional among

the Assessment Categories subject to assessment (for example, if the supplemental annual assessment for a Lot is equal to 10% of its maximum annual assessment, then the supplemental annual assessment for a Development Parcel shall be equal to 10% of its annual assessment). Provided, however, the total of the annual assessment plus all supplemental assessments assessed in any calendar year shall not exceed that calendar year's maximum annual assessment applicable to that Assessment Category.

(g) Notwithstanding anything to the contrary appearing herein, the annual assessment for an Apartment Unit always shall be one-fourth (1/4) of the annual assessment for a Lot.

Section 5. Commencement of Assessments; Change in Assessment Category for Purposes of Assessments. Annual assessments commence, Assessment Categories become subject to being assessed for special assessments, and assessments are applied to Assessment Categories, as follows:

(a) A Development Parcel first becomes subject to annual and special assessments as a Development Parcel on the later of the first day of the month immediately following the month in which this Declaration is recorded in the Registry, or the first day of the month immediately following the month in which it is conveyed by the Declarant to another Owner. Exempt Property that loses its status as Exempt Property and becomes a Development Parcel first becomes subject to assessment on the first day of the month immediately following the month in which it loses its status as Exempt Property. Acreage in a Development Parcel shall continue to be assessed as a Development Parcel until the earlier of:

(i) the first day of the month immediately following the month in which it becomes Exempt Property; or

(ii) the date on which it becomes subject to assessment as a Lot under subsection (b) of this Section; or

(iii) the date on which it becomes subject to assessment as an Apartment Unit under subsection (c) of this Section; or

(iv) with respect to a Development Parcel whose Intended Use is development into Lots for construction of Attached Dwellings or Detached Dwellings thereon, the first day of the seventh (7th) month that it has been assessed as a Development Parcel, at which time all of such acreage that is not Exempt Property shall be assessed as Lots; or

(v) with respect to a Development Parcel whose Intended Use is development as Apartment Units, on the first day of the thirty-first (31st) month that it has been assessed as a

Development Parcel, at which time all of such acreage that is not Exempt Property shall be assessed as Apartment Units; or

(vi) with respect to a developed Development Parcel which has not been developed into Lots or Apartment Units, or with respect to an undeveloped Development Parcel whose Intended Use is something other than Lots or Apartment Units, until such time as its actual use or Intended Use (if there is no actual use) becomes Lots or Apartment Units, or it becomes Exempt Property, at which time it shall be governed by the foregoing provisions of this subparagraph (a).

Acreage in a Development Parcel that is assessed as Lots shall be assessed based upon the number of Proposed Lots shown for that acreage on an applicable Subdivision Plan, or, with respect to any portion of the Development Parcel for which there is no applicable Subdivision Plan, based on six (6) Lots per acre. Acreage in a Development Parcel that is assessed as Apartment Units shall be assessed based upon the number of Proposed Apartment Units shown for that acreage on an applicable Subdivision Plan, or, with respect to any portion of the Development Parcel for which there is no applicable Subdivision Plan, based on twelve (12) Apartment Units per acre.

(b) Unless it previously has commenced being assessed as a Lot under the immediately preceding subparagraph (a), a Lot first becomes subject to annual and special assessments as a Lot on the later of the first day of the month immediately following the month in which this Declaration is recorded in the Registry, or the first day of the month immediately following the month in which a plat establishing it as a Lot first is recorded in the Registry. It shall be the duty of the Owner of each Development Parcel or Unsubdivided Land, by no later than the last day of the month in which the plat is recorded, to provide the Association with a copy of each plat thereof recorded in the Registry that subdivides the Development Parcel or Unsubdivided Land into Lots. Provided, however, the failure of an Owner to provide the Association with a copy of the recorded plat shall in no way release or relieve the Owner from liability for payment of assessments as Lots, effective as of the commencement date determined in accordance with this subparagraph

(c) Unless it previously has commenced being assessed as an Apartment Unit under the immediately preceding subparagraph (a), an Apartment Unit first becomes subject to annual and special assessments as an Apartment Unit on the first day of the month immediately following the month in which a certificate of occupancy has been issued by the City for that Apartment Unit or for the entire building in which that Apartment Unit is located. The Owner of each Development Parcel or Unsubdivided Land that is being developed as Apartment Units shall provide to the Association, by no later than the last day of the month in which it is issued by the City, a copy of each certificate of occupancy issued by the City for Apartment Unit buildings constructed on such portion of The Properties. Provided, however, the failure of an Owner to provide to the Association with a copy

of the certificate of occupancy shall in no way release or relieve the Owner from liability for payment of assessments as Apartment Units, effective as of the commencement date determined in accordance with this subparagraph.

(d) Portions of The Properties owned by the Declarant shall be subject to annual and special assessments as follows: During the Declarant Control Period, the Declarant shall pay annual and special assessments as follows: (i) with respect to each Lot owned by the Declarant, an amount equal to one-fourth (1/4) of the applicable assessment; and (ii) with respect to Unsubdivided Land, an amount per acre equal to one-fourth (1/4) of the per acre assessment applicable to a Development Parcel. Provided, however, and notwithstanding the assessment limitations contained in the immediately preceding sentence: (i) with respect to each Lot owned by the Declarant on which there is a Dwelling Unit for which the City has issued a certificate of occupancy, the Lot shall be assessed the same amount as a Lot owned by a Class A Member of the Association; and (ii) with respect to each portion of Unsubdivided Land on which there are Apartment Units for which the City has issued certificates of occupancy, such Apartment Units shall be assessed the same amounts as Apartment Units owned by Class A Members of the Association. The foregoing assessments may be enforced against the Declarant and collected by the Association in the same manner as annual and special assessments applicable to other Owners. Beginning with the month immediately following the end of the Declarant Control Period, Lots owned by the Declarant shall be assessed in the same manner as Lots owned by other Class A Members of the Association, and Unsubdivided Land owned by the Declarant shall be assessed in the same manner as Development Parcels owned by other Class A Members of the Association.

In addition to payment of the foregoing assessments, during the Declarant Control Period the Declarant shall fund all annual operating budget deficits, if any. The Declarant's deficit funding obligation may be satisfied with in-kind payments of services or materials. The Declarant's deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary expenses not included in the annual operating budget. The deficit funding obligation of the Declarant may be enforced against the Declarant and collected by the Association in the same manner as annual assessments applicable to other Owners.

(e) When an annual assessment commences in any month other than January, the amount of the annual assessment for that calendar year shall be determined by multiplying the amount of that year's annual assessment by a fraction whose numerator is the number of months in that calendar year including and following the month in which the annual assessment commences, and whose denominator is twelve (12).

(f) Notwithstanding anything to the contrary appearing herein:

(1) each Lot on which the Intended Use is construction of a Detached Dwelling (or for which there is no Intended Use) shall be assessed at a rate equal to one-half ($\frac{1}{2}$) of the then applicable annual assessment for the first six (6) calendar months that it is assessed as a Lot; and

(2) each Lot on which the Intended Use is construction of an Attached Dwelling shall be assessed at a rate equal to one-half ($\frac{1}{2}$) of the then applicable annual assessment for the first twelve (12) calendar months that it is assessed as a Lot.

Section 6. Preparation of Operating Budget. Not less than thirty (30) days before the beginning of each calendar year, commencing for the year 1999, the Board shall adopt an annual operating budget for the Association, containing an estimate of the total amount believed to be necessary to pay the Common Expenses for the ensuing calendar year, including such reasonable amounts as the Board deems necessary to provide working capital (available for day-to-day operating expenses and otherwise uncommitted for specific expenses), reserves for contingencies, and reserves for replacement of Common Property. The annual operating budget shall constitute the basis for establishing the annual assessment. The Board shall make the annual operating budget, or a summary thereof, available for inspection by the Members. Provided, however, failure of the Board to adopt an annual operating budget, or failure of the Board to adopt an annual operating budget within the specified time limitations, shall not invalidate any subsequently adopted annual operating budget and shall not relieve or release any Owner from the obligation to pay assessments. Further provided, until such time as the Board has adopted the new annual operating budget, the annual operating budget for the immediately preceding calendar year shall remain in effect (but the newly adopted annual operating budget shall be retroactive to January 1 of the applicable calendar year).

Section 7. Establishing the Annual Assessment. The Board shall establish the amount of the annual assessment for each calendar year at least thirty (30) days in advance of the beginning of such year, and, if the amount of the annual assessment changes from the amount for the current year, the Board shall cause written notice of the new annual assessment to be sent to at least one of the Owners of each portion of The Properties subject to the assessment, but failure to send such notice shall not invalidate any change in the annual assessment. The failure of the Board to establish the amount of any annual assessment as required herein shall not constitute a violation, waiver or modification of the provisions of this Declaration, or a waiver of the Board's right to establish the annual assessment at any time during the calendar year to which it is applicable, or a release of any Owner from the obligation to pay the assessment or any installment thereof for that or any subsequent calendar year, and the annual assessment for the immediately preceding calendar year shall continue in effect until the Board has established the new annual assessment (but when

established, the amount of the new annual assessment shall be retroactive to January 1 of the applicable calendar year).

Section 8. Collection of Assessments; Due Dates; Penalties for Late Payment.

(a) Annual and special assessments may be collected on a monthly, quarterly, annual or other basis, as determined from time to time by the Board. The billing schedule shall be the same for all portions of The Properties in a particular Assessment Category; provided, however, the Board, in its sole discretion, may establish different schedules for billing of annual and special assessments due from Owners of different Assessment Categories. The Board shall have the power at any time and from time to time, in its sole discretion and upon such terms as the Board deems appropriate, to allow discounts to Owners who pay annual and/or special assessments earlier than the due date therefor; provided, however, all such discounts shall be made available and applied uniformly to all Owners.

(b) Subject to any limitations contained in this Declaration, other Governing Documents, or any applicable Legal Requirement, the Board has the authority at any time and from time to time to establish the due dates, interest rate on unpaid amounts, and penalties for late payment of annual and special assessments and other charges, including the authority to accelerate the unpaid balance of the annual assessment in instances where there is a default in payment of a portion of such annual assessment that is being billed monthly, quarterly or on any other basis. In the event of default in the timely payment of any assessment or other charge, the defaulting Owner shall be obligated to pay interest on the unpaid balance thereof from and after the due date at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest lawful rate under applicable Legal Requirements; or (iii) such other amount, if any, established by the Board, together with all costs and expenses of collection, including reasonable attorney's fees.

(c) The Board may at any time and from time to time authorize a management company or other billing agent, on behalf of the Association, to bill and collect all assessments and other charges payable under this Declaration.

Section 9. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized herein, and subject to the other requirements of this Declaration, at any time and from time to time the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs or expenses of any one or more of the following:

- (1) Construction, reconstruction, alteration, repair, replacement or removal of a capital improvement in or on the Common Property, including fixtures and personal property related thereto;

(2) Additions to the Common Property;

(3) To provide for the necessary facilities and equipment to enable the Association to perform the functions and offer the services required or authorized herein;

(4) To repay any loan made to the Association to enable it to perform the functions and provide the services required or authorized herein.

Provided, however, each special assessment first shall be approved by the affirmative vote by each class of membership of sixty-seven percent (67%) or more of the votes cast by the Members of that class present at a Duty Called Meeting of the Association for which notice of the meeting includes notice of the proposed special assessment. A special assessment shall be due and payable as established by the vote of the Members approving the special assessment, or, if not established by such vote of the Members, as established by the Board.

The proportion of each special assessment to be paid by the Owners of the various Assessment Categories shall be the same as their respective proportions of the annual assessments applicable for the calendar year during which the special assessment is levied.

Section 10. Certification of Assessments Paid. The Association (or any Person employed by the Association to assist in the management of the Association and collection of assessments and authorized by the Association to issue such certificates), upon demand and payment of a reasonable charge or fee established by the Association, shall furnish to any Owner, or to any holder of a first lien deed of trust on the portion of The Properties owned by such Owner, or to an attorney who represents the Owner or a prospective purchaser of such portion of The Properties, or to any other Person approved by the Board, a certificate signed by an officer of the Association (or the Person or an officer, partner or agent of such Person having authority to issue such certificate) setting forth whether or not the assessments owed by such Owner have been paid. A properly executed certificate of the Association (or authorized Person) shall be conclusive evidence against all but the Owner of the payment of any assessment therein stated to have been paid.

Section 11. Assessment Lien and Foreclosure. The assessments and other charges provided for herein shall be the personal and individual debt of the Owner(s) of the portion of The Properties against whom they are assessed or charged. Any assessment or other charge not paid on or before the due date shall be delinquent and, together with penalty and interest charges as provided in this Declaration, plus the costs of collection (including reasonable attorney's fees), shall be a charge and continuing lien on the portion of The Properties (and Improvements thereon) owned by the defaulting Owner. Except as otherwise provided in this Declaration, the lien shall be superior to all other liens and charges against such portion of The Properties and Improvements thereon. The Board

shall have the power, in its sole discretion, to subordinate the lien to any other lien. To evidence the lien, the Association may prepare and record in the Registry a written notice of lien setting forth the amount of the unpaid assessment or other charge, the name of the Owner, and a description of the portion of The Properties owned by such Owner, or the Association may execute, issue or record such other evidence of the lien as the Board deems necessary. Subsequent to the recordation of such notice, the lien may be enforced by the Association by foreclosure of the portion of The Properties owned by the defaulting Owner in the manner required by any Legal Requirement (or, in the absence of any Legal Requirement, in like manner as a deed of trust with power of sale), or the Association may institute suit against the Owner personally obligated to pay the assessments, or the lien may be enforced by judicial foreclosure. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on and purchase the portion of The Properties subject to the foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The remedies against a defaulting Owner and such Owner's portion of The Properties as set forth herein and/or available under applicable Legal Requirements are cumulative and not mutually exclusive, and the Association may seek none, or any one or more of such remedies, separately or simultaneously, as deemed appropriate by the Board.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments and charges provided for herein shall be subordinate and inferior to the lien of any first lien mortgage on the applicable portion of The Properties that secures an indebtedness owed to the Declarant or any Mortgagee, and shall be subordinate and inferior to the lien of any second lien mortgage on such portion of The Properties that secures an indebtedness to the Declarant for a portion of the purchase price thereof; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to the sale (whether public or private) of such portion of The Properties pursuant to the terms of any such mortgage or prior to transfer of title by deed in lieu of foreclosure. Such sale shall not relieve any subsequent Owner of such portion of The Properties from liability for the amount of any assessments or charges becoming applicable after the new Owner acquires title, nor from the lien arising therefrom. The annual assessment applicable to any portion of The Properties acquired by a subsequent Owner pursuant to a foreclosure or deed in lieu of foreclosure shall be pro-rated based upon the number of days remaining in that calendar year on and after the date such subsequent Owner acquires title. Upon transfer of title to such portion of The Properties by foreclosure or deed in lieu of foreclosure, The Association's lien on such portion of The Properties for assessments or other charges applicable prior to the time such title transfer occurs shall be discharged; provided, however, if the proceeds of any foreclosure sale exceed the total amount due under the mortgage, the amount of the excess, up to and including the amount required to satisfy the Association's lien, first shall be paid to the Association.

Section 13. Exempt Property. All Exempt Property is exempt from the assessments, charges and liens established pursuant to this Declaration.

Section 14. Reserve Funds. From the annual assessments the Board shall establish and maintain reasonable reserve funds for working capital, contingencies and replacements of Common Property, which expenditures shall be Common Expenses. Reserves for Limited Common Property shall be established and accounted for only out of the additional annual assessments paid by the Owners of the portions of The Properties associated with such Limited Common Property. With respect to each separate reserve funds account:

(a) Extraordinary expenditures not originally included in the annual operating budget, including (i) major rehabilitation or repair of the Common Property, (ii) emergency or other repairs required as a result of storm, fire, natural disaster or other casualty loss, or (iii) the initial costs of any new service to be performed by the Association, first shall be charged against the appropriate reserves. Except for expenses of normal and routine Maintenance shown in the annual operating budget, all expenses for repair or replacement of the Common Property shall be charged first against appropriate reserves.

(b) If reserve funds become excessive, as determined by the Board, the Board may adjust the reserve funds by reallocation to other annual operating budget items or by applying excess amounts as credits against annual assessments, such credits to be applied in the same proportions as the proportions of annual assessments due and payable for the calendar year in which such credits are applied.

Section 15. Working Capital Assessment. In addition to all other assessments due and payable under this Declaration, with respect to each Lot, the first Owner who acquires title to a Lot from the Declarant or a Builder (it being the intention of this Declaration that the working capital assessment not be paid by a Builder at the time the Builder acquires a Lot or Development Parcel from the Declarant) shall pay to the Association at the time of the closing of that purchase a "working capital assessment" in an amount equal to one-sixth (1/6) of the then applicable annual assessment. The purpose of the working capital assessment is to provide necessary working capital and initial funding for general reserves. Amounts paid as working capital assessments shall be in addition to annual assessments, special assessments, and additional assessments for Limited Common Property, and the working capital assessment may be enforced and collected, and shall constitute an assessment lien, in the same manner as annual and special assessments against the first Owner and the Lot. It is the express intention of this Section that only one working capital assessment be assessed against each Lot.

Section 16. Additional Assessments for Limited Common Property.

The Declarant reserves the right, by recordation of Supplemental Declarations or Subdivision Declarations or other documents, to subject portions of The Properties located in one or more phases, sections or subdivisions in The Properties to provisions requiring the Owners thereof to pay additional annual assessments and special assessments to the Association for the Maintenance of, and addition to, Limited Common Property, including any one or more of the following: (i) private streets; and (ii) landscaping, signs and decorative features.

All of the provisions of this Declaration relating to annual and special assessments shall apply to the additional annual and special assessments for Limited Common Property, with the following exceptions: (i) the additional assessments with respect to any particular Limited Common Property are assessed only against those Owners of portion of The Properties associated with such Limited Common Property; (ii) the initial additional maximum annual assessment and additional annual assessment for each Limited Common Property shall be established in the Supplemental Declaration or Subdivision Declaration that creates or establishes that Limited Common Property; (iii) the actual additional annual and special assessments may vary from phase to phase, section to section or subdivision to subdivision; and (iv) the additional annual and special assessments for portions of The Properties in any particular phase, section or subdivision of The Properties shall be used exclusively in connection with the Limited Common Property associated with that phase, section or subdivision.

ARTICLE VII

INSURANCE

Section 1. Authority and Responsibility to Purchase; Notice.

(a) The Association shall: (i) purchase insurance policies relating to the Common Property and the activities of the Association; (ii) adjust all claims arising under such policies; and (iii) sign and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Association relating to the Common Property shall be a Common Expense or a Limited Common Expense, as appropriate. Except in instances in which applicable Legal Requirements require such coverage (for example, see Raleigh City Code Section 3073(b)(3)), neither the Board, a property manager, nor the Declarant, shall be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are available only at unreasonable cost as determined by the Board; or (iii) if the Association's insurance professionals advise that any of the coverages or endorsements required under this Article are unnecessary.

Exclusive authority to negotiate losses under policies purchased by or on behalf of the Association shall be vested in the Board or its authorized representative. The Board shall promptly notify the Owners and Mortgagees of material adverse modifications, lapses, or termination of, insurance policies obtained on behalf of the Association, unless comparable replacement policies have been obtained and there has been no lapse in coverage.

(b) Each such policy shall provide that:

- (1) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board, the property manager, any Owner or any member of an Owner's household;
- (2) The policy shall not be canceled, invalidated or suspended due to the conduct of any Owner, or such Owner's tenant or such Owner's (or tenant's) household members, guests, employees, agents, or of any director, officer or employee of the Board, or the property manager, without a prior demand in writing that the Board or the property manager cure the defect and neither shall have so cured such defect within thirty (30) days after such demand; and
- (3) The policy may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Board, the property manager and the Mortgagees, except cancellation for non-payment of premium shall require only ten (10) days notice.

(c) All policies or insurance shall be written by reputable companies licensed or qualified to do business in North Carolina.

(d) The deductible or retained limit (if any) on any insurance policy purchased by the Association shall be a Common Expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may assess any deductible amount necessitated by the misuse or neglect of an Owner or such Owners family members, agents, contractors, lessees, guests or contract purchasers, against the portion of The Properties owned by such Owner, and may enforce and collect same in the same manner as an annual assessment.

(e) During the Development Period the Declarant shall be protected by all such policies as an Owner with respect to all portions of The Properties owned by the Declarant, but not with respect to any negligence of the Declarant or its employees or contractors in their activities as the developer of The Properties.

Section 2. Physical Damage Insurance.

(a) The Board shall obtain and maintain a "Special Form" form policy of insurance including fire damage, vandalism, malicious mischief, sprinkler leakage (if applicable), cost of demolition, debris removal, and water damage insuring any improvements located on the real property portions of the Common Property owned by the Association (including without limitation any floor coverings, fixtures and appliances), together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Association, in an amount equal to one hundred percent of the then current full insurable replacement cost thereof (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined periodically by the Board with the assistance of the Association's insurance professionals). The Board shall also obtain and maintain appropriate coverage on personal property owned by the Association.

(b) Each such policy shall also provide:

- (1) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made by the Board not to do so;
- (2) the following endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or the agents of either when such act or neglect is not within the control of the insured or the Owners collectively, nor by any failure of the insured, or the Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the insured, or the Owners collectively, have no control; (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes"; (iv) "increased cost of construction" or "inflation guard"; (v) "replacement cost" or a "guaranteed replacement cost"; and (vi) "agreed amount" or "elimination of co-insurance" clause;
- (3) that any "no other insurance" clause expressly exclude individual Owner's policies from its operation so that the physical damage policy purchased by the Association shall be deemed primary coverage and any individual Owner's policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Association hereunder provide for or be brought into contribution with insurance purchased by Owners or Mortgagees, unless otherwise required by law;

- (4) such deductibles as to loss, but not coinsurance features, as the Board, in its sole discretion, deems prudent and economical; and
- (5) to the extent a policy includes any Dwelling located on any Lot, such policy includes the standard mortgagee clause.

(c) Certificates of physical damage insurance signed by an agent of the insurer, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least ten (10) days prior to any lapse, material modification or cancellation of the then current policy.

Section 3. Liability Insurance. The Board shall obtain and maintain commercial general liability (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine (subject to the minimum coverage required herein), insuring the Association, each director and officer, the property manager, the Owners and the employees of the Association against any liability to the public or to any Owner or such Owner's tenant and such Owner's (or tenant's) household members, guests, employees or agents, arising out of, or incident to the ownership or care, custody, control and use of the Common Property, or legal liability arising out of employment contracts of the Association. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts of the Association or of another Owner. The Board shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. "Umbrella" liability insurance in excess of the primary limits may be obtained in reasonable amounts as determined by the Board.

Section 4. Other Insurance. The Board shall obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including any property manager and volunteers. If the Association has delegated some or all of the responsibility for handling funds to a property manager, such property manager shall be covered by its own fidelity insurance; however, the Board may determine to purchase additional fidelity coverage for the property manager as well. Such fidelity insurance

(except for fidelity insurance obtained by the property manager for its own personnel) shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one-fourth the total annual assessment for Common Expenses or the amount required by the Mortgagees, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) if required by a majority of the Mortgagees or governmental regulations, flood insurance on the Common Property in accordance with the then applicable regulations for such coverage;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than fifty thousand dollars (\$50,000.00) per accident per location;

(e) directors and officers liability insurance in an amount not less than one million dollars (\$1,000,000.00); and

(f) such other insurance: (i) as the Board may determine; (ii) as may be required with respect to the Additional Property by any Supplemental Declaration or Subdivision Declaration; or (iii) as may be requested from time to time by the affirmative vote cast by a majority of the Members present at a Duly Called Meeting of the Association.

Section 5. Owners. Each Owner shall have the right to obtain insurance for such Owner's benefit, at such Owner's expense, covering the Improvements located on such Owner's portion of The Properties and such Owner's personal liability. No Owner shall acquire or maintain insurance coverage on the Common Property insured by the Association so as to: (i) decrease the amount which the Association may realize under any insurance policy maintained by the Association; or (ii) cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. No Owner shall obtain separate insurance policies on the Common Property.

ARTICLE VIII**REPAIR AND RESTORATION OF THE PROPERTIES****Section 1. When Required.**

(a) Common Property. Except as otherwise provided herein, if all or any part of any Improvement located in or on the Common Property is damaged or destroyed by fire or other casualty, the Board shall arrange for and supervise the prompt repair, restoration and/or replacement thereof (including all furnishings and fixtures). Unless repair is required by any applicable Legal Requirement, if the damage results in a diminution in value equal to or less than twenty percent (20%) of the estimated value of the Improvement immediately prior to the damage, the Board may elect not to repair, restore or replace the damaged Improvement. Otherwise, unless repair is required by any applicable Legal Requirement, any decision not to repair, restore or replace shall be made only by the vote of sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association (which vote also must have the affirmative vote of a majority of the Members other than the Declarant), or may be made by the Board if the insurance proceeds, plus the applicable reserve funds, are insufficient to cover the costs of the repair, replacement or restoration and the Members fail to approve a special assessment to cover the deficiency. If the damage is not repaired, restored or replaced, then the Board shall remove all remnants of the damaged Improvements and restore the site to an acceptable condition compatible with the remainder of the Common Property, and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

(b) Other Portions of The Properties. If a building or other Improvement located on any portion of The Properties is damaged or destroyed, the Owner thereof shall restore the site either: (i) by repairing, restoring or replacing such building or other Improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of The Properties. Unless the Architectural Approval Committee permits a longer time period, such work must be commenced within six months after the casualty and substantially completed within twelve months after commencement. Any repair, replacement or restoration that differs in any material respect from the approved Plans for the damaged Improvements must first be approved by the Architectural Approval Committee in the manner required herein.

Section 2. Procedure for Common Property.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any Improvements in or on the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repair, restoration or replacement (including furnishings and fixtures) to a condition as

good as that existing before the damage occurred. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Plans and specifications. Any such repair, replacement or restoration shall be substantially in accordance with the original construction or condition of the damaged Improvements, subject to any modifications required by changes in applicable Legal Requirements, and use of contemporary building materials and technology to the extent feasible; provided, however, other action may be taken if approved in the same manner as required for approval by the Members of the Association under Section 1(a) of this Article.

Section 3. Surplus and Deficiency of Funds for Common Property Repair.

(a) Surplus. The first monies disbursed in payment of the cost of repair, restoration or replacement of the Improvements in or on Common Property shall be from insurance proceeds, if any. If any surplus funds remain after payment of the costs of all repair, restoration or replacement, such funds shall be paid to the Association and shall be placed in the appropriate reserve account.

(b) Deficiency. If the insurance proceeds plus applicable reserve funds are insufficient to repair, restore or replace the damaged Improvements in or on Common Property, a special assessment to cover the insufficiency may be levied by the Association in the manner provided in this Declaration.

Section 4. Condemnation.

(a) Definitions. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Property or of any interest therein or right accruing thereto as a result of, in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain by the City or any other Person having the power of eminent domain, or a change of street grade by the City affecting access to or from the Common Property or any part thereof so severely as to amount to condemnation.

(b) Taking of Common Property. If there is a Taking of all or any part of the Common Property, then the Association shall notify the Owners, but the Board shall act on behalf of the Association in connection therewith and no Owner shall have any right to participate in the proceedings incident thereto, except that any Owner may participate in the proceedings, or bring a separate action, for damages to or diminution in value of such Owner's portion of The Properties resulting from the Taking of the Common Property, provided that such participation or separate action does not adversely affect the amount of any award payable to the Association for such Taking. The award made for such Taking shall be payable to the Association, to be disbursed as follows. If

the Taking involves a portion of the Common Property on which Improvements have been constructed, then the Association shall restore or replace such Improvements so taken on another portion of the Common Property, to the extent land is available therefor, in accordance with plans approved by the Board, unless within sixty (60) days after such Taking the Declarant, during the Declarant Control Period, or, following the end of the Declarant Control Period, the Owners by the affirmative vote of sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association, determine otherwise. To the extent that the Taking involves Limited Common Property, and it is determined that the Limited Common Property is not to be restored or replaced, then the proceeds for such Taking shall be credited pro-rata against annual assessments due and payable by the Owners of those portions of The Properties associated with the Limited Common Property taken. Except as otherwise provided, the provisions of this Article regarding insurance proceeds, reserve funds, and special assessments, following damage or destruction to Improvements in or on the Common Property shall apply.

ARTICLE IX

USE OF THE PROPERTIES; PROTECTION OF COMMON PROPERTY

Section 1. Use of The Properties. Except as otherwise allowed by this Declaration, no portion of The Properties shall be used for other than residential purposes, recreational purposes or substantially related purposes which are permissible under applicable City zoning ordinances (such as substantially related purposes include those uses applicable to Exempt Property as stated in Article I of this Declaration in the definition of Exempt Property). Provided, however, and notwithstanding the foregoing sentence, (i) the Declarant, Declarant's agent, or, subject to the Declarant's approval, any Person who constructs Improvements on a portion of The Properties, may Maintain sales offices, model homes and temporary construction or sales trailers or offices on any portion of The Properties owned or leased by the Declarant or such Person for the purpose of conducting business related to the development, improvement or sale of any portion of The Properties or the construction of Improvements thereon. Provided, however, all such sales offices, model homes and temporary construction or sales trailers or offices must be specifically approved by the Declarant and must comply with all applicable Legal Requirements; (ii) Persons may Maintain Improvements on The Properties as required or allowed under this Declaration; and (iii) the Declarant and any Person authorized by the Declarant may conduct such business activities on any portion of The Properties as may be necessary in connection with the Declarant's development and/or sales or marketing of any part or all of The Properties or the Declarant Additional Property.

Section 2. Damage to the Common Property. Each Owner shall be liable to the Association for any damage to the Common Property caused by the negligence or willful acts or

omissions of the Owner or such Owner's family members, agents, contractors, lessees, guests or contract purchasers.

Section 3. Legal Requirements. Nothing herein contained shall be deemed to constitute a waiver of any Legal Requirement applicable to any portion of The Properties, and all applicable Legal Requirements relative to the construction of Improvements on, and/or use and utilization of, any portion of The Properties shall be complied with by the Owners and occupants of such portions of The Properties. Provided, that in any instance in which the provisions of this Declaration impose a more restrictive requirement than the applicable Legal Requirements, the provisions of this Declaration shall be complied with in addition to the applicable Legal Requirements.

Section 4. New Construction. Except as otherwise provided in this Declaration, new construction only shall be permitted on The Properties, it being the intent of this Section to prohibit the placement of any existing building or structure onto any portion of The Properties. Provided, however, the foregoing shall not be construed as prohibiting remodeling of, or construction of additions to, existing Dwelling Units or other Improvements that previously have been constructed in compliance with this Declaration. Further provided, and notwithstanding the foregoing, the Declarant specifically reserves the right to place on a Lot in The Properties the residential dwelling currently located on lot 29 in Wakefield Estates Subdivision, as shown on a plat recorded in the Registry in Book of Maps 1998, Pages 1234 and 1235, re-recorded in Book of Maps 1993, Pages 1493 and 1494, said plats being incorporated by reference as if fully set out herein.

Section 5. Rules of the Association. All Owners (and such Owner's family members, agents, contractors, lessees, guests and contract purchasers) of all portions of The Properties shall abide by all rules and regulations for the Common Property adopted by the Association. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant for all damages, including costs incurred in seeking and enforcing applicable legal remedies, including reasonable attorney fees.

Section 6. Temporary Structures Prohibited for Dwelling Use. No temporary structure, including a construction trailer, sales trailer, partially completed Dwelling, tent or other temporary structure, shall be used on any portion of The Properties at any time as a Dwelling Unit (provided, however, the foregoing shall not prohibit or restrict use of a utility apartment in connection with a Detached Dwelling Unit when approved as provided in this Declaration).

Section 7. Wetlands and Riparian Areas. Portions of The Properties may have been determined to meet the requirements for designation as a regulatory wetland or riparian area. Notwithstanding anything to the contrary that may appear herein or in any restrictive covenants

applicable to such portions of The Properties, any subsequent fill or alteration of any portion of The Properties that has been determined to be a regulatory wetland or riparian area under applicable laws of the United States or the State of North Carolina shall conform to the requirements of applicable wetland or riparian area rules adopted by the United States or the State of North Carolina and in force at the time of the proposed alteration. The intent of this paragraph is to prevent additional wetland or riparian area fill, so the Owner of any such portion of The Properties should not assume that a future application for fill or alteration of a wetland or riparian area will be approved. The Owner of any such portion of The Properties subject to any such future application shall report the name of the development (in this case, Wakefield Plantation), together with the name of the particular phase, section or subdivision within The Properties, in any application pertaining to wetland or riparian area rules. The provisions of this paragraph are intended to ensure continued compliance with wetland and riparian area rules adopted by the United States or the State of North Carolina and this covenant may be enforced by the United States or the State of North Carolina. The provisions of this paragraph shall run with The Properties and be binding on all Owners of any part or all of The Properties and all persons claiming under them.

Section 8. Animals. No animals of any kind (including livestock, reptiles or poultry) shall be kept or Maintained on any portion of The Properties or in any Dwelling except that dogs, cats or other household pets may be kept or Maintained provided that they are not kept or Maintained for breeding or other commercial purposes, that they do not create a nuisance (in the judgment of the Board), by number of animals, noise, odor, damage or destruction of property, animal waste, or any other reason, and further provided that they are kept and Maintained in compliance with all applicable Legal Requirements and such rules and regulations pertaining thereto as the Board may adopt from time to time, which rules and regulations may include requirements that all such animals be kept on a leash whenever they are anywhere on The Properties other than on the Owner's portion of The Properties, and, unless consented to by the Owner of such Facility, all such animals shall at all times be kept off of each Golf Facility and each Recreation Facility. The Owner responsible for an animal being on The Properties shall promptly clean up or remove from The Properties all solid bodily wastes from that animal. Notwithstanding the foregoing, in no event shall more than two (2) dogs and two (2) cats be regularly kept on any Lot or in any Dwelling Unit.

Each Owner who keeps or Maintains any animal upon any portion of The Properties shall be deemed to have indemnified and agreed to hold harmless the Association, all other Owners, and the Declarant, from and against any loss, claim for damages to person or property, cause of action, or liability of any kind, including all costs of defending against same (including reasonable attorney fees), arising out of or resulting from such keeping or Maintenance of the animal on The Properties, including any actions of the animal. An easement over and upon The Properties hereby is reserved for the City to exercise and enforce all applicable Legal Requirements relating to animal control.

Section 9. Antennas and Other Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas and satellite dishes or other device for reception of television or radio signals) shall be made to the roof or exterior walls of any Dwelling or other building on any portion of The Properties, nor shall the same be located on any portion of The Properties outside of any Dwelling or other building, unless such attachments first shall have been submitted to and approved by the Architectural Approval Committee. Generally, exterior antennas, satellite dishes greater than one meter (39 inches) in diameter or located in or on the front of a Dwelling or other building, will not be allowed on The Properties. Provided, however, the Association shall not prevent access to telecommunication services in violation of any applicable Legal Requirement. Further provided: (i) an Owner may install an antenna permitted by any applicable architectural guideline upon prior written notice to the Architectural Approval Committee; (ii) the Architectural Approval Committee may approve other antennas in appropriate circumstances; and (iii) the Architectural Approval Committee may establish additional guidelines as technology changes. Further provided, the Board may install and Maintain antennas, satellite dishes or similar equipment in or on the Common Property to serve The Properties. No outdoor clotheslines shall be allowed on any portion of The Properties.

Section 10. Boats, etc. No motorboat, houseboat or other similar water-borne vehicle, airplane, travel trailer, other trailer, or "camper" vehicle shall be Maintained, stored or kept on any portion of The Properties except in (i) enclosed garages or (ii) storage areas whose size, location and screening materials are approved by the Architectural Approval Committee.

Section 11. Fences, Walls and Hedges. Except as specifically approved in writing by the Architectural Approval Committee: (i) no fence, wall or hedge shall be Maintained on any portion of The Properties nearer to any street adjoining the front of such portion of The Properties than the front corner of the Dwelling Unit or other main building thereon, and shall not exceed four (4) feet in height unless otherwise specifically required by the City; and (ii) no fence, wall or hedge shall be constructed on any portion of The Properties closer than ten (10) feet to the boundary of any part of the golf course portion of a Golf Facility, and all such fences, walls and hedges shall be screened from view from the golf course side of the fence, wall or hedge in a manner approved by the Architectural Approval Committee. All fences, walls and hedges on The Properties shall be Maintained at all times in a structurally sound and attractive manner and in a good state of repair. All fences, walls and hedges on The Properties shall be of materials approved by the Architectural Approval Committee, and no fence, wall or hedge shall be Maintained on any portion of The Properties until the Owner thereof has obtained written approval therefor from the Architectural Approval Committee. Provided, however: (i) the foregoing shall not be construed to prohibit or require prior Architectural Approval Committee approval for, any "silt" fencing or other soil erosion control fencing necessary under applicable Legal Requirements in connection with the construction of Improvements on The Properties; and (ii) the Declarant or the Association may install and Maintain such decorative or other

fencing, walls and hedges as the Declarant or the Association deems appropriate on any Landscaped Right-of-Way, Landscape Easement, Sign Easement or Common Property without obtaining the prior approval of the Architectural Approval Committee and free of the foregoing restrictions.

Section 12. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances from any portion of The Properties into the atmosphere (other than normal, residential chimney or outdoor grill emissions), and there shall be no production, storage or discharge of hazardous wastes from or on any portion of The Properties, and there shall be no discharges of liquid or solid wastes or other harmful matter into the ground, sewer or any body of water within The Properties, if such emission, production, storage or discharge may adversely affect the use or Intended Use of any portion of The Properties, or may adversely affect the health, safety or comfort of the occupants of The Properties. Provided, however, the foregoing prohibitions shall not prevent or interfere with the reasonable development or Maintenance of any portion of The Properties by the Declarant or any other Owner thereof in accordance with applicable Legal Requirements, nor shall they prevent the reasonable use, handling, storage and disposal of medically related hazardous substances and wastes in compliance with all applicable Legal Requirements.

Section 13. Home Businesses and Other Activities. An Owner may Maintain an office or home business in such Owner's Dwelling if: (i) such office or home business is operated by the Owner or a member of the Owner's household residing in the Dwelling; (ii) there are no displays or signs indicating that the Dwelling is being used other than as a residence; (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board) by clients, customers or other Persons; (iv) no equipment or other items related to the office or business is stored, parked or otherwise kept outside of an approved enclosure; (v) such Owner has obtained from the City, and maintains in effect, all required approvals for such use; (vi) the activity is consistent with the residential nature of The Properties and complies with all Legal Requirements; (vii) no person is employed in such office or home business except for the Owner or the members of the Owner's household residing in the Dwelling; and (viii) the Owner has obtained prior written approval from the Board and thereafter registers annually with the Association as long as the operation of the home business continues. As a condition to such use, the Board may require the Owner to pay any increase in the rate of insurance, trash removal, utilities or other costs for the Association or other Owners which may result from such use. Garage sales, yard sales and similar activities shall be conducted only in accordance with the rules and regulations adopted by the Association and all applicable Legal Requirements.

Section 14. Hunting; Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within The Properties is prohibited, unless required for public safety.

Section 15. Landscaping; Utility Lines. No fence, wall, tree, hedge or shrub planting which obstructs sight lines for vehicular traffic on public or private streets or driveways in The Properties shall be placed or permitted to remain on any portion of The Properties. Pavement, plantings and other landscape and decorative materials shall not be placed or permitted to remain on any portion of The Properties: (i) if such materials may damage or interfere with any easement for the installation or Maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with applicable standards of the public utility provider; or (iv) if such materials may unreasonably change, obstruct or retard the direction or flow of any storm water drainage channels. Otherwise, an Owner may install and Maintain the foregoing materials within utility easements located on such Owner's portion of The Properties, but such Owner assumes the risk of loss from the lawful exercise of rights in and to the easement in which such materials are located. Except for hoses, temporary lines and other equipment reasonably necessary in connection with construction or Maintenance activities or normal landscape or yard Maintenance, no water pipe, sewer pipe, gas pipe, storm water drainage pipe, television or telephone cable, electric line or other, similar transmission line shall be installed or Maintained above the surface of the ground on any portion of The Properties, except for those located in easements Maintained by the City or applicable public utility provider or otherwise required by the City or applicable public utility provider, or as approved by the Declarant during the Development Period, or as approved by the Board following the end of the Development Period.

Section 16. Lighting. No exterior lighting on any portion of The Properties shall be directed outside the boundaries of such portion of The Properties, except for required street and parking lot lighting and as otherwise approved by the Architectural Approval Committee. Floodlights directed toward a Dwelling or other building shall be permitted when used in a reasonable manner. All exterior lighting that is not in conformity with applicable architectural guidelines, if any, shall be approved in writing by the Architectural Approval Committee prior to the installation or use thereof.

Section 17. Mailboxes and Newspaper Tubes. All mailboxes, unless affixed to a Dwelling Unit or other building (which may occur only if approved by the Architectural Approval Committee or if required by any Legal Requirement), or unless located in a central or shared location for use by residents of Attached Dwelling Units or Apartment Units as approved by the Architectural Approval Committee, shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk. Newspaper tubes shall conform to the architectural guidelines for same, if any. Architectural guidelines with respect to mailboxes and newspaper tubes may require, prohibit, restrict or specify one or more of the following: method and type of support; style; material; color; size; height; and one or more of the foregoing with respect to the numbering and/or lettering to be placed on a mailbox or newspaper tube, or affixed thereto. There may be different mailbox and newspaper tube requirements for the various phases, sections or subdivisions within The Properties.

Section 18. Motorized Vehicles; On-Street Parking. All motorized vehicles operating within The Properties, including automobiles, motorcycles, trucks and golf carts, must have proper and adequate mufflers. Each Owner shall provide for adequate parking space on such Owner's portion of The Properties (or adequate parking space shall be provided on Sub-Association Common Property, if applicable) for all motorized vehicles and bicycles regularly used in connection with such portion of The Properties. No vehicles of any kind or any other apparatus designed for movement over and upon streets or highways (whether self-propelled or not) shall be parked in the Common Property (except in areas, if any, designated from time to time for parking by the Declarant during the Development Period and thereafter, by the Board), nor shall any such vehicle or apparatus owned by or under the control of an Owner or such Owner's family members, agents, contractors, lessees or contract purchasers, be regularly parked or parked overnight on the publicly dedicated streets within or adjoining The Properties. Commercial trucks and flat bed trailers owned by or under the control of any Owner or such Owner's family members, agents, contractors, lessees or contract purchasers, shall not be parked overnight within The Properties, with the following exception: unless prohibited by applicable Legal Requirements, with the Declarant's permission (during the Development Period, and thereafter, with the permission of the Board) vehicles used in connection with the construction of Improvements within The Properties or on the Declarant's Additional Property may park overnight in such areas. The foregoing restriction on trucks and trailers is not applicable to private, non-commercial trucks, vans, mini-vans and sport utility vehicles. In addition to and supplemental to the foregoing, except as prohibited by applicable Legal Requirements the Association may promulgate and enforce rules and regulations relating to parking by Owners and Owners' family members, agents, contractors, lessees or contract purchasers within The Properties. Subject to all required City approvals, temporary on street parking for golf tournaments and other special events conducted on Common Property or at a Golf Facility or a Recreation Facility may be allowed by the Declarant, the Association or the owners of Golf Facilities or Recreation Facilities.

Section 19. Noises. No Person shall cause any unreasonably loud noise, except for security devices used in the manner intended therefor, anywhere on The Properties, nor shall any Person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any Person lawfully present on any portion of The Properties. Provided, however, the prohibition against noises contained in this Section shall not preclude or limit activities on any Common Property, Golf Facility or Recreation Facility, when such activities are conducted in accordance with any applicable rules and regulations of the Association, including, golf tournaments, social events swim meets or tennis exhibitions or matches. Further provided, the foregoing prohibitions shall not prevent or interfere with the reasonable development or Maintenance of any portion of The Properties by the Declarant or any other Owner thereof in accordance with applicable Legal Requirements.

Section 20. Nuisance and Other Matters. No noxious or offensive activity shall be conducted upon any portion of The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Provided, however, the usual, customary or reasonable use and Maintenance of any Golf Facility or any Recreation Facility located within or Contiguous to The Properties, shall not constitute a nuisance. Further provided, the reasonable conduct of amateur and/or professional golf tournaments and/or other amateur and professional athletic tournaments or competitions on any Golf Facility or Recreation Facility located in and around The Properties, shall not constitute a nuisance. Further provided, the operation and use of any Common Property or any Golf Facility or Recreation Facility in accordance with any applicable rules and regulations of the Association, including golf tournaments, social events, swim meets or tennis exhibitions or matches, shall not constitute a nuisance. Further provided, the development of The Properties or the Declarant Additional Property by the Declarant and others, and the usual, customary or reasonable construction and Maintenance of Dwellings and other Improvements in The Properties, shall not constitute a nuisance.

No trade materials or inventories (other than materials used for construction of Dwellings or other approved buildings or other Improvements) shall be stored upon any portion of The Properties and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored, regularly placed, or allowed to remain on any portion of The Properties unless adequately screened as approved by the Architectural Approval Committee, except that trash, leaves, tree limbs, materials for recycling pick-up and similar items may be kept or placed temporarily and only for such time as is reasonably necessary to enable the City or appropriate private entity to remove same, and inoperable motor vehicles may be stored if the same are kept entirely in an enclosed garage. Provided, however, as approved by the Declarant during the Development Period (and thereafter, by the Board), trucks and/or other construction vehicles, materials and equipment may be allowed to remain on The Properties temporarily during construction of roads, utilities, any Golf Facility, any Recreation Facility and other Improvements on The Properties or on the Declarant Additional Property, and such vehicles, materials and equipment also may be allowed to remain on The Properties during construction or Maintenance on The Properties of Dwellings and/or other Improvements which have been approved by the Architectural Approval Committee. Notwithstanding the foregoing, no vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports materials or substances defined as hazardous or toxic by any applicable Legal Requirements shall be kept or stored or allowed to remain in or on The Properties at any time, except as may be required to effectuate transportation or removal of such prohibited materials and substances through or from The Properties, or, with respect to explosive materials, as may be reasonably required in connection with the construction or installation of streets and utilities in The Properties or in the Declarant Additional Property, or as may be allowed by the Declarant (during the Development Period, and thereafter, by the Board) when reasonably required

for the construction of other Improvements within The Properties or the Declarant Additional Property.

Section 21. Obstructions, etc. There shall be no obstruction of the Common Property, City of Raleigh greenway easements or Pedestrian Access Easements, nor shall anything be kept, stored, altered, constructed or planted in or on the Common Property, or removed (except as necessary to prevent injury to person or property) therefrom, without the prior consent of the Declarant, during the Development Period, and, thereafter, the Board, or unless in the exercise of any valid easement over any portion of the Common Property. Provided, however, and subject to applicable Legal Requirements, the Association, the Declarant and Builders (with the Declarant's consent during the Development Period and thereafter, with the consent of the Board) shall have the right to Maintain signs on the Common Property and to Maintain in the Common Property such materials, equipment and other apparatus as may be reasonably necessary to enable the Association to perform its functions and provide the services under this Declaration, or to enable the Declarant or Builders to develop, market and sell any part of The Properties or the Declarant Additional Property. Provided, however, the Association, the Declarant and each Builder who uses the Common Property for any of the foregoing purposes, after completing such use shall promptly repair all damages to the Common Property resulting therefrom and restore the Common Property to substantially the same condition it was in prior to such use. The rights of use and enjoyment of the Common Property conferred upon Owners by this Declaration do not include the right to interfere with the Declarant's or the Association's use or Maintenance of the Common Property.

Section 22. Prohibition on Use for Streets. Unless required by applicable Legal Requirements, without the express written consent of the Declarant during the Development Period (and, thereafter, by the Board), no part of any Development Parcel, Lot or Unsubdivided Land may be used, established or dedicated as a public street right of way or a private street right of way or driveway if one of the purposes or results thereof is to provide pedestrian or vehicular access to any property that is not part of The Properties or the Declarant Additional Property.

Section 23. Restricted Actions by Owners. No Owner shall do or permit anything to be done or kept within The Properties or on the Common Property which will result in the cancellation of or increase in the cost of any insurance carried by the Association, or which would be in violation of any Legal Requirement or any rule or regulation established by the Association. No waste shall be committed on the Common Property, except as may be necessary to enable the Declarant, the Association or other Person to exercise any rights reserved to them hereunder, or except as may be necessary to enable the Association to perform its functions and provide services under this Declaration, or except as may be reasonably necessary in connection with the exercise by the City or any Person of an easement over, under or through the Common Property. Each Owner

shall comply with all Legal Requirements applicable to any part or all of The Properties, including applicable zoning ordinances and building codes.

Section 24. Sewer Systems. No private sewage system shall be used in connection with any portion of The Properties to which the City supplies sanitary sewer services.

Section 25. Signs. No sign of any kind shall be displayed to the public view on any portion of The Properties except for signs which are approved by the Declarant (during the Development Period, and thereafter, by the Board or Architectural Approval Committee) and which are for one or more of the following purposes: (i) advertising a portion of The Properties or the Declarant Additional Property for sale or rent; (ii) advertising the building contractor constructing Improvements on a portion of The Properties during the initial construction and sales period; (iii) identifying the sales office and/or model home of the Owner of a Development Parcel, Lot or Unsubdivided Land; (iv) identifying the subdivision name of The Properties or of a phase, section or subdivision of The Properties, or the number or street address of any portion of The Properties; (v) identifying any portion of the Common Property; (vi) signs required by the City, whether or not approved by the Declarant; and (vii) any other purpose approved by the Declarant (or by the Association, following the end of the Development Period); provided however, the foregoing limitations shall not restrict or prohibit the Declarant (or, at the appropriate time, the Association) or the City from Maintaining on any portion of The Properties signs describing the identity, location, or "for sale" character of The Properties or the Declarant Additional Property, or portions thereof, or signs identifying various phases, sections or subdivisions of The Properties or the Declarant Additional Property, or regulatory, street and directional signs. All signs Maintained on any portion of The Properties must comply with all applicable Legal Requirements.

Section 26. Soil Erosion Control. During all periods of construction on any portion of The Properties, the Owner thereof shall Maintain proper and adequate soil erosion control to protect The Properties, the Declarant Additional Property and the Golf Facility, including all lakes and ponds thereon, from accumulated silt, debris and soil erosion, and such Owners shall be liable for damages caused by or resulting from any failure to Maintain such proper and adequate soil erosion control. In addition to other parties who have rights to enforce this Declaration, the owner of the Golf Facility shall have the right to enforce the provisions of this paragraph with respect to soil erosion that affects the Golf Facility, including all lakes and ponds thereon.

Section 27. TPC Facility - Development Restrictions. For a period of twenty (20) years immediately following the date of recordation of this Declaration in the Registry, unless written approval for a lesser distance first has been given by the owner of the TPC Facility (which approval shall not be unreasonably withheld by the owner of the TPC Facility), all of the following that are constructed, Maintained or used on any portion of The Properties shall be located a distance of not

less than fifty (50) feet from a boundary of the golf course portion of a TPC Facility: (i) a building containing Attached Dwelling Units or Apartment Units that exceeds three (3) stories in height on the side fronting any part of the golf course portion of a TPC Facility, and (ii) commercial uses or development. To request approval from the owner of the TPC Facility for any such building or development, the Owner of the affected portion of The Properties shall submit a set of Plans to the owner of the TPC Facility. Within fifteen (15) days after receiving the Plans, the owner of the TPC Facility shall notify the Owner of any additional information that the owner of the TPC Facility determines is reasonably necessary to enable the owner of the TPC Facility to determine whether or not to approve the requested building or development. Within thirty (30) days after receiving the Plans and initial request for approval, or within thirty (30) days after receiving the reasonably requested additional information if requested, the owner of the TPC Facility shall notify the Owner in writing of the approval or disapproval of the request for the building or development, specifying the reasons for any disapproval. If the owner of the TPC Facility fails to notify the Owner of its decision within the foregoing time periods, then the request for approval of the building or development is deemed to be approved and the Owner may proceed with construction and Maintenance of the building or development. Notices shall be given in the same manner required for other notices to be given under this Declaration.

Section 28. Tree Cutting. No live trees with a diameter in excess of six (6) inches (a circumference of 18.75 inches), measured twelve (12) inches above the ground, nor "flowering trees" (such as dogwood or redbud) or broad leaf evergreens (such as holly, laurel or rhododendron) trees in excess of two (2) inches in diameter (a circumference of 6.25 inches), similarly measured, no live vegetation on slopes of greater than twenty percent (20%) gradient or marked "no cut" areas on architectural plans approved by the Architectural Approval Committee, may be cut without the prior written approval of the Architectural Approval Committee, unless necessary to construct Improvements based on Plans approved by the Architectural Approval Committee or as reasonably required to prevent injury to Persons or property. The Board (or Architectural Approval Committee, as delegated by the Board) may adopt rules and regulations for cutting of trees to allow for selective clearing or cutting. Provided, however, in no event shall live trees be cut or removed in violation of any applicable Legal Requirements.

Section 29. Utility Yards. Utility yards shall be established for Lots and Development Parcels as required by the Architectural Approval Committee in connection with its approval of the Plans for Improvements thereon. A "utility yard" is an area within which one or more of the following is located: pens, yards and houses for pets; above ground garbage and trash cans or receptacles, above ground and exterior air-conditioning, heating and other mechanical equipment, meters, transformers and other utility equipment; and all other buildings, structures and objects determined by the Architectural Approval Committee to be of a similar nature to the foregoing items or determined by the Architectural Approval Committee to be of an unsightly nature or appearance.

Each utility yard shall be walled or fenced or otherwise screened from view as required by the Architectural Approval Committee. Provided, however: (i) this Section shall not prohibit location of trash cans, meters, transformers or other equipment in such places outside of utility yards as required by the City or applicable public utility provider, as long as such items are screened from view as required by the Architectural Approval Committee; (ii) this Section shall not prohibit a utility yards that serve more than one Dwelling Unit, it being specifically contemplated by this Declaration that, generally, each Lot on which a Detached Dwelling Unit is located will have its own, separate utility yard, and that Attached Dwelling Units and Apartments Units will not have their own, separate utility yards but will share utility yards with other Attached Dwelling Units and Apartment Units, as the case may be.

Section 30. Water Systems. No private water system shall be used in connection with any portion of The Properties to which the City supplies water services.

Section 31. Exception for the Declarant. Notwithstanding any other provision of this Declaration or any other Governing Documents, during the Development Period the restrictions contained in this Article and the rules or regulations of the Association with respect to matters addressed in this Article: (i) shall not prohibit or restrict the Declarant from developing any infrastructure (for example, water lines, sanitary sewer lines, streets, street lights and sidewalks) in The Properties or the Declarant Additional Property; and (ii) shall not prohibit or restrict the Declarant (or any Builder with the Declarant's consent) from marketing or selling any part or all of The Properties or the Declarant Additional Property. Provided, however, and notwithstanding the foregoing exemptions, the Declarant and all Builders shall at all times be subject to the provisions of Sections 26 and 27 of this Article.

ARTICLE X

ARCHITECTURAL APPROVAL

Section 1. Architectural Approval Committee - Jurisdiction and Purpose.

With respect to all portions of The Properties, except for ordinary and routine repairs and Maintenance, and excluding areas within a Dwelling or other building visible from the exterior only because of the transparency of glass doors, walls or windows, no site preparation, no change in grade or slope, no construction of any Dwelling or other building or Improvement, and no exterior additions or alterations to any Dwelling or other building or Improvement, shall be commenced, nor shall any of the same be placed, altered or allowed to remain thereon, until the "Architectural Approval Committee" has approved in writing the Plans therefor. The Architectural Approval Committee is

established to assure that The Properties and Improvements thereon are constructed and Maintained in a manner that provides for harmony of external design and location in relation to any surrounding Improvements, natural features and topography, that avoids Improvements deleterious to the aesthetic or property values of The Properties, and that promotes the general welfare and safety of the Owners. Notwithstanding anything to the contrary expressed or implied herein, all Improvements constructed or Maintained by the Declarant or the Association, all portions of The Properties owned by the Declarant, all Common Property, and all portions of The Properties owned by the City are specifically excluded from the requirements of this Article.

It is contemplated by the Declarant that the main Golf Facility will be operated as a TPC Facility for a period of twenty (20) years after it opens. Provided, however, this paragraph shall not in any way be construed as any warranty, promise or guarantee that the main Golf Facility will be a TPC Facility, or that it will be operated as a TPC Facility for any particular length of time. During all times that the main Golf Facility is operated as a TPC Facility, Dwellings and other Improvements on Lots, Development Parcels, Unsubdivided Land and other portions of The Properties generally shall be constructed and Maintained with a quality comparable to the TPC at Sawgrass facility near Jacksonville, Florida, and the Architectural Approval Committee is directed to consider this standard of quality in rendering decisions on requests for architectural approvals.

Section 2. Composition. Except for the member appointed by the owner of the main Golf Facility operated as a TPC Facility, during the Development Period, the Declarant has the sole and continuing right to appoint, remove and replace any or all of the members of the Architectural Approval Committee. Following the end of the Development Period, except for the member appointed by the owner of the main Golf Facility operated as a TPC Facility, the Board has the sole and continuing right to appoint, remove and replace any or all of the members of the Architectural Approval Committee. The Architectural Approval Committee shall consist of not less than three (3) nor more than seven (7) individuals, each of whom generally is familiar with residential development design matters. In addition to the foregoing, at any time and from time to time the Declarant may assign to the Board its right to appoint, remove or replace members of the Architectural Approval Committee, but the Board shall not assign its right to appoint, remove or replace such members. During all times that the main Golf Facility is operated as a TPC Facility, the main Golf Facility owner, unless such right is waived, has the right to appoint, remove and replace one of the members of the Architectural Approval Committee.

During the Development Period the Declarant (and thereafter, the Board), in its sole discretion, may at any time and from time to time appoint two separate Architectural Approval Committees, one for the purpose of reviewing Plans for initial Improvements, and the other to review Plans for subsequent new Improvements and alterations or additions to existing Improvements, the specific division of authority between such Architectural Approval Committees to be as specified by

the Declarant (during the Development Period, and thereafter, by the Board). Each such Architectural Approval Committee separately shall be subject to and shall comply with the provisions of this Declaration applicable to the Architectural Approval Committee, including the appointment, removal and replacement of its members and the review of Plans by the Architectural Approval Committee.

Section 3. Procedure.

(a) Unless otherwise permitted by any applicable architectural guidelines, not less than thirty (30) days prior to the commencement of any construction, alteration, addition, or placement of any Improvement requiring approval by the Architectural Approval Committee (which time period may be waived, in the sole discretion of the Architectural Approval Committee), Plans for the proposed Improvement shall be submitted to the Architectural Approval Committee, in such format and in such numbers or sets (not to exceed three) as the Architectural Approval Committee may require. The Plans shall be submitted by or on behalf of the Owner of the portion of The Properties subject to the request for approval. The Architectural Approval Committee shall have the right to refuse to approve any Plans for Improvements which are not, in its sole discretion, suitable or desirable for The Properties, including purely aesthetic reasons. Unless a written response is given by the Architectural Approval Committee within thirty (30) days following its receipt of the required number of complete sets of Plans and payment by the applicant Owner of any applicable processing fee and consulting fees, the Plans shall be deemed approved. Decisions of the Architectural Approval Committee shall be by a simple majority vote of its members present at a meeting thereof (or by written consent of a simple majority of all the members of the Architectural Approval Committee). The written response of the Architectural Approval Committee may be an approval, a denial of approval, a conditional approval, or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was incomplete or inadequate, and the thirty (30) day time period for further Architectural Approval Committee response shall commence only upon receipt of the requested additional information. If conditional approval is granted, and construction, alteration, addition or placement of the Improvement thereafter commences, the conditions shall be deemed accepted by the applicant Owner, and the conditions imposed shall become fully a part of the approved Plans. Any modification or change in the Plans submitted to and approved by the Architectural Approval Committee must again be submitted to the Architectural Approval Committee for its inspection and approval in accordance with the foregoing requirements, or such other procedures as adopted by the Architectural Approval Committee. If the Plans are approved, or conditional approval is given, at least one set of Plans shall be retained by the Architectural Approval Committee and at least one set of Plans shall be returned to the applicant Owner. The Architectural Approval Committee shall keep such other records of its activities as it is instructed to keep by either the Declarant or the Board, whichever is applicable. Notwithstanding anything to the contrary herein,

all architectural approvals with respect to any portion of The Properties given by the Declarant prior to the recordation of this Declaration shall not be affected by this Declaration.

(b) During the Development Period the Declarant (and, thereafter, the Board) may from time to time adopt procedures for conducting the architectural reviews (including meetings of the Architectural Approval Committee) and other duties of the Architectural Approval Committee, provided that such procedures do not conflict with the specific requirements of this Declaration. Such procedures may be different for each Architectural Approval Committee, but both Architectural Approval Committees shall be subject to the specific procedural provisions contained in this Declaration. Such procedures may include reasonable fees for processing requests for approval and the right of the Architectural Approval Committee, in its sole discretion, to procure the services of an architect or other consultant to assist the Architectural Approval Committee in its review of any Plans, the costs of which shall be the responsibility of the applicant Owner, and shall be in addition to any fees due for processing the request for approval. Processing fees shall be payable to the Association at the time the Plans are submitted to the Architectural Approval Committee, and the charges of the architect or other consultant shall be due and payable immediately to the Association upon its receipt of an invoice therefor. Before incurring any architect or other consultant charges, the Architectural Approval Committee shall inform the applicant Owner and afford such Owner a reasonable opportunity either to agree to pay such charges or to withdraw the request for approval. The payment of such fees and costs, as well as other expenses of the Architectural Approval Committee required to be paid, shall be deemed to be an individual assessment, enforceable against the applicant Owner in the same manner provided herein for enforcement of annual assessments.

(c) The Architectural Approval Committee, at any time and from time to time, subject to approval by the Declarant or the Board (whichever is applicable), may establish architectural guidelines for one or more types of Improvements to be constructed, altered, added or placed on any portion of The Properties, which guidelines shall be fair and reasonable, and shall carry forward the spirit and intention of this Declaration. With respect to Improvements other than initial construction, the architectural guidelines may, but shall not be required to, allow Owners to construct, alter, add or place Improvements on The Properties without submitting the Plans therefor to the Architectural Approval Committee and going through the formal approval process provided for herein. Although the Architectural Approval Committee shall not have unbridled discretion with respect to taste, design and the standards specified herein or in such guidelines, the Architectural Approval Committee shall have broad discretion in considering and approving technological advances or general changes in architectural designs and materials in future years and shall use its best efforts to balance the equities between matters of taste and design and the use of private property. Subject to the specific terms of this Declaration, different architectural guidelines may be promulgated and applied to different phases, sections or subdivisions, within The Properties. Such guidelines shall supplement, but not supersede, the provisions of this Declaration and may be more (but not less) restrictive than the specific

provisions of this Declaration. Provided, however, if there is a conflict between any such guideline and the specific provisions of this Declaration, any Supplemental Declaration or any Subdivision Declaration applicable to any phase, section or subdivision in The Properties, the provisions of this Declaration, such Supplemental Declaration or Subdivision Declaration shall control.

(d) Approval by any Architectural Approval Committee of any Plans shall not relieve the applicant Owner from any obligation to obtain all required City approvals and permits, and shall not relieve the applicant Owner of the obligation and responsibility to comply with all applicable Legal Requirements with respect to such Improvements.

(e) Approval of any particular Plans does not waive the right of the Architectural Approval Committee or Board to disapprove the same or substantially similar Plans subsequently submitted, nor does such approval relieve an Owner of the requirement to resubmit such Plans for approval in connection with a portion of The Properties other than the portion for which the Plans specifically were approved.

(f) Once an approval is given by the Architectural Approval Committee, or approval is deemed to have been given by the Architectural Approval Committee as provided in this Declaration, such approval shall not be revoked or withdrawn without the written consent of the Owner of the portion of The Properties to which the approval applies.

Section 4. Appeal. With the exception of decisions rendered by an Architectural Approval Committee consisting solely of members appointed by the Declarant, an applicant Owner who disagrees with the decision of the Architectural Approval Committee may appeal the decision to the Board by giving written notice of appeal within fifteen (15) days following receipt of notice of disapproval. The Board then shall review the Plans and any additional information requested by the Board, and shall give the applicant Owner and the Architectural Approval Committee a reasonable opportunity, at one or more meetings of the Board, to present evidence and arguments as to why the decision should be affirmed or overruled. Following the last such meeting the Board, by majority vote, either shall affirm or overrule, in whole or in part, the decision of the Architectural Approval Committee, and shall notify the Architectural Approval Committee and the applicant Owner of its decision within thirty (30) days following its decision.

Section 5. Completion of Construction. Initial construction of Detached Dwelling Units shall be completed not later than twelve (12) months immediately after construction is commenced, or by such later date as specified in the approval from the Architectural Approval Committee. Initial construction of Attached Dwelling Units shall be completed not later than eighteen (18) months immediately after construction is commenced, or by such later date as specified in the approval from the Architectural Approval Committee. Initial construction of Apartment Units and

all other buildings not previously specified shall be completed not later than thirty (30) months immediately after construction is commenced, or by such later date as specified in the approval from the Architectural Approval Committee. For the purposes of this paragraph, construction is "commenced" when a building permit for the construction has been issued by the City, and construction is "completed" when the City has issued a certificate of occupancy for the Dwelling Unit or building. The Architectural Approval Committee, in its sole discretion, may grant waivers or extensions of the foregoing time periods for completion of construction, and, when requested and upon reasonable evidence of the existence thereof, shall grant reasonable waivers or extensions for events of Force Majeure that delay or prevent a Person from completing construction within the foregoing time periods. For such purposes, events of "Force Majeure" are any one or more of the following: acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, inability to obtain materials or supplies after the exercise of all reasonable efforts, substantial interference in construction activities resulting from construction activities conducted simultaneously on adjacent lands by or under the direction of unrelated parties, and any other similar circumstances beyond the reasonable control of the Person responsible for such performance.

Section 6. Variances. Notwithstanding anything to the contrary appearing herein, and subject to the provisions of this Section and any applicable Supplemental Declaration or Subdivision Declaration, during the Development Period the Declarant (and thereafter, the Board) and the Architectural Approval Committee, when such authority has been conferred upon the Architectural Approval Committee by the Declarant or the Board (whichever is applicable), may in its sole discretion grant one or more variances to any applicable building setback distances established by any applicable Supplemental Declaration or Subdivision Declaration. All such variances shall be evidenced by a written certification, in form suitable for recording in the Registry. When such variances are granted by the Architectural Approval Committee, the certification may be executed either by a majority of the members of the Architectural Approval Committee, or by any two officers of the Association. When a variance is granted, the Owner of the affected portion of The Properties shall remain responsible for complying with all applicable Legal Requirements, including building setback distances. Provided, however, and notwithstanding anything to the contrary appearing herein or in any applicable Supplemental Declaration or Subdivision Declaration, no variance of any building setback distance with respect to a boundary of any part of a TPC Facility, as set forth herein or in any applicable Supplemental Declaration or Subdivision Declaration, shall be allowed unless such variance is approved in writing by the owner of the TPC Facility.

Section 7. Compensation. No member of the Architectural Approval Committee shall be compensated for service on the Architectural Approval Committee. However, the

Association may reimburse members of the Architectural Approval Committee for reasonable out-of-pocket expenses incurred in performing such services.

Section 8. Limitation of Liability. Neither the Architectural Approval Committee nor the members thereof, nor the Declarant, nor the Association, nor any members, managers, officers, directors, employees or agents of the Declarant or the Association, shall be liable in damages or otherwise to any Owner by reason of: (i) mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of Plans, or the failure to approve or disapprove, any Plans, except where the foregoing results from gross negligence or willful misconduct; or (ii) for any failure of approved Plans, or construction of any Improvements in accordance with approved Plans, to comply with any applicable Legal Requirements, including zoning and building codes.

ARTICLE XI

EASEMENTS

Section 1. Easements Reserved by the Declarant. The Declarant, for itself, and its successors and assigns (which may include the Association, the City, the owner of any Golf Facility, the owner of any Recreation Facility, and public utility providers), reserves the following easements (these easements specifically include the right of access to and from the easement area, the right to Maintain equipment, structures, facilities and impoundments therein, and the right to remove any obstruction within the easement area that, in the Declarant's sole discretion, constitutes interference with the reasonable use of the easement or with the Maintenance of any equipment or structures or facilities or impoundments located therein), which may be exercised by the Declarant in its sole discretion, without any obligation to exercise any of same:

(a) Perpetual, non-exclusive and alienable easements for Maintenance of utilities (including electric, natural gas, telephone and cable television, and related appurtenances and equipment, including wires, poles, pipes, transformer boxes and conduits), storm water drainage equipment and facilities, and soil and water impoundments over, under and across all of the following: (i) portions of The Properties shown as utility easements, drainage easements, sign easements or landscape easements on plats recorded in the Registry; (ii) the Common Property; (iii) all Exempt Property and Development Parcels, in a ten (10) foot wide area parallel and adjacent to the boundary lines thereof, unless waived or released by the Declarant (during the Development Period, and thereafter, by the Board) and all the providers of utility services who then are utilizing the easement; and (iv) Lots on which Detached Dwelling Units are constructed, in a ten (10) foot wide area parallel and adjacent to the boundary lines thereof, unless waived or released by the Declarant (during the Development

Period, and thereafter, by the Board) and all the providers of utility services who then are utilizing the easement. 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, equipment, facility, structure or impoundment of the provider of any utility services:

(b) Perpetual, non-exclusive and alienable easements and rights of ingress, egress and regress over and across all private streets within The Properties for access to and from other portions of The Properties or the Declarant Additional Property;

(c) Perpetual, non-exclusive and alienable easements on all portions of The Properties whose boundaries are Contiguous to a Landscape Easement, Sign Easement or Landscaped Right-of-Way for (i) the reasonable over spray of water from any irrigation system serving that Landscape Easement or Sign Easement or any watering of the grass, flowers, trees, shrubs and other plant materials therein and (ii) the reasonable incursion of Maintenance equipment and personnel who are Maintaining the Landscape Easement, Sign Easement or Landscaped Right-of-Way; and

(d) The right to subject The Properties to a contract with Carolina Power And Light Company (or other, appropriate utility provider) for the installation of above ground or underground electric cables and lines and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power And Light Company (or appropriate utility provider) by each Owner.

The Declarant or other Person who exercises any of the foregoing easements shall Maintain the easement area in a reasonably well-maintained condition, and shall restore any portion of The Properties located outside of the easement area that is damaged by the exercise of the easement to substantially the same condition it was in prior to sustaining such damage.

Section 2. Easements Reserved for the Association. Easements are reserved for the Association as follows (these easements specifically include the right of access to and from the easement area, the right to Maintain equipment, structures, facilities and impoundments therein, and the right to remove any obstruction within the easement area that, in the Association's sole discretion, constitutes interference with the reasonable use of the easement or with the Maintenance of any equipment or structures or facilities or impoundments located therein) which may be exercised by the Association in its sole discretion, without any obligation to exercise any of same:

(a) A perpetual, non-exclusive and alienable easement over and upon all portions of The Properties to enable the Association to perform its functions and provide the services under this Declaration; provided, however that any such entry by the Association upon any portion of The

Properties shall be made with as minimum inconvenience to and interference with the Owner thereof as reasonably practicable; and further provided, this easement does not include a right to enter any Dwelling or other building without the consent of an Owner of the portion of The Properties on which such Dwelling or other building is located;

(b) Perpetual, non-exclusive and alienable easements on all portions of The Properties whose boundaries are Contiguous to a Landscape Easement, Sign Easement or Landscaped Right-of-Way for (i) the reasonable over spray of water from any irrigation system serving that Landscape Easement or Sign Easement or any watering of the grass, flowers, trees, shrubs and other plant materials therein and (ii) the reasonable incursion of Maintenance equipment and personnel who are Maintaining the Landscape Easement, Sign Easement or Landscaped Right-of-Way; and

(c) In addition to the foregoing, and in order to implement effective and adequate storm water management and soil erosion control, a perpetual, non-exclusive easement to enter upon any portion of The Properties to Maintain or cause to be Maintained effective and adequate storm water management and/or soil erosion control; provided, however, no exercise of this easement shall unreasonably interfere with any Dwelling or other building constructed on any portion of The Properties in compliance with the requirements of this Declaration and any applicable Supplemental Declaration or Subdivision Declaration. If the need for measures to implement storm water management or soil erosion control (referred to in this paragraph as "corrective measures") arises out of or results from construction, excavation, grading, clearing or other acts or omissions on any portion of The Properties (referred to in this paragraph as the "activities"), excluding natural disasters and other matters beyond the reasonable control of the Owner of such portion of The Properties, the cost of any corrective measures performed by the Association shall be assessed against the Owner of the portion of The Properties on which the activities have been performed or have occurred, and such costs shall be a lien on such portion of The Properties and shall be enforceable in the same manner as annual assessments. Provided, however, if the Association determines that corrective measures are necessary on any portion of The Properties, prior to exercising this easement, except in an emergency, the Association shall give written notice of the proposed corrective measures to an Owner of the portion of The Properties, if any, on which the activities have been performed or have occurred, and such Owner shall have a reasonable opportunity to take the corrective measures specified in such notice. If the Owner fails to complete the corrective measures by the date specified in the notice, the Association may then exercise this easement and charge the costs of the corrective measures to the Owner of such portion of The Properties as provided herein. In addition to the foregoing notice, except in an emergency, the Association also shall give written notice of the proposed corrective measures to an Owner of each additional portion of The Properties on which such corrective measures are proposed to be taken.

Subject to the foregoing, in exercising any of the foregoing easements the Association shall Maintain the easement in a reasonably well-maintained condition, and shall restore any portion of The Properties damaged by the exercise of the easement to substantially the same condition it was in prior to sustaining such damage.

Section 3. Easement Reserved for the City and Public Utilities. Perpetual, non-exclusive and alienable easements are hereby reserved and established over all portions of The Properties for the City and for all public utility providers serving The Properties, and their agents, employees and contractors, for the purpose of setting, removing and reading utility meters, Maintaining utility equipment and connections, and acting for other purposes consistent with the public safety and welfare, including garbage removal, mail delivery, police protection and fire protection. Except in an emergency, these easements shall be exercised in a reasonable manner and at reasonable times.

Section 4. Easements Shown On Recorded Plats. The Declarant, for itself, its successors and assigns (which may include the Association, the City and public utility providers), and in addition to all other easements reserved in this Declaration, hereby reserves perpetual, non-exclusive and alienable easements in the locations and for the purposes shown and indicated on all plats of The Properties recorded in the Registry. These easements specifically include the right of ingress, egress and regress over and upon such easement areas, and the right to Maintain in the easement areas identified on such plats all Improvements deemed necessary, in the reasonable discretion of the Person who exercises the easement rights, for the full exercise of such easements. The Persons who have the foregoing easement rights shall have no obligation to exercise any part or all of same.

Section 5. Easements for Owners.

(a) In compliance with Raleigh City Code Section 10-3073 (b) (8), the Owner of each portion of The Properties on which a Dwelling or other building is constructed or is approved for construction closer than five (5) feet to the boundary line of that portion of The Properties (such portion of The Properties hereinafter referred to in this subsection as the "Dominant Property") shall have a perpetual, non-exclusive easement over and upon each portion of The Properties that adjoins each boundary line of the Dominant Property (each adjoining portion of The Properties hereinafter referred to in this Section as "Adjoining Property", within a ten (10) foot wide section of the Adjoining Property adjacent and parallel to the common boundary between the Adjoining Property and the Dominant Property, to be reasonably exercised from time to time for the following purposes:

- (1) initial construction of the Dwelling or other building and associated utilities on the Dominant Property (including, without limitation, water lines, sewer lines, electric lines, telephone lines and cable television lines);
- (2) additions to the Dwelling or other building and utilities on the Dominant Property; and
- (3) Maintenance, repair or restoration of the Dwelling or other building and utilities on the Dominant Property.

Provided, however, if a Dwelling is being constructed or exists on the Adjoining Property at any time the Owner of the Dominant Property desires to exercise the easement, the width of the easement shall be limited to the distance from such common boundary line to the nearest wall of the Dwelling existing or being constructed on the Adjoining Property. Further provided: (i) except in an emergency, the easement shall be exercised at reasonable times and upon reasonable notice to the Owner of the Adjoining Property, and at such times and in such manner as will result in the least amount of interference and damage to the Adjoining Property; (ii) as soon as reasonably practicable following each exercise of the easement, the Owner who exercises the easement shall restore the portion of the Adjoining Property on which the easement exists and all Improvements thereon to substantially the same condition they were in immediately preceding the exercise of the easement; and (iii) in connection with each exercise of the easement, the Owner who exercised the easement shall indemnify and hold harmless the Owner of the Adjoining Property from and against any and all claims and causes of action for damages to person or property, including all costs of defending against such claims and causes of action (including reasonable attorney fees) arising out of or resulting from each exercise of the easement.

(b) Perpetual, non-exclusive easements also are reserved or established as follows for portions of The Properties (hereinafter referred to in this subsection as the "Dominant Property") over, upon and on adjoining portions of The Properties (hereinafter referred to in this subsection as the "Adjoining Property"), within a ten (10) foot wide section of the Adjoining Property adjacent and parallel to the common boundary line between the Adjoining Property and the Dominant Property, as follows:

- (1) for encroachment by a Dwelling or other building, or portion thereof, which has been constructed on the Dominant Property, to the extent that portions of the Dwelling actually encroach and the encroachment has not resulted from the wilful or grossly negligent act or omission of the Person who constructed the Dwelling or other building. Examples of such encroachments include overhanging eaves, chimneys, gutters, down spouts, exterior storage rooms, bay windows, steps and walls; and

(2) for the encroachment resulting from the settling or shifting of any such Dwelling or other building resulting from any construction, reconstruction, repair or alteration of same that has been approved by the Architectural Approval Committee as required by this Declaration.

The easements and encroachments established by this subsection shall be appurtenant to the Dominant Property and shall continue for as long as the encroachments naturally exist.

Section 6. Restriction on Easements. Notwithstanding anything to the contrary contained in this Declaration, no easement granted, reserved or established in this Declaration or allowed to be established by this Declaration shall be construed to give the Declarant, the Association, the City or any other Person the right to enter any Dwelling or other building located on any portion of The Properties except in strict compliance with applicable Legal Requirements.

ARTICLE XII

OWNER AND SUB-ASSOCIATION MAINTENANCE RESPONSIBILITIES

Section 1. Duty to Maintain. Subject to any other applicable terms of this Declaration, the Owner of each portion of The Properties, and each Sub-Association with respect to such Sub-Association's Common Property or other portions of The Properties to be Maintained by such Sub-Association, at such Owner's or Sub-Association's sole cost and expense, shall Maintain such portion of The Properties or Sub-Association Common Property, as the case may be, including all Improvements thereon, in a safe, clean and attractive condition at all times, including all of the following thereon:

- (a) Prompt removal of all litter, trash, refuse and wastes;
- (b) Lawn Maintenance on a regular basis, including, subject to any applicable Legal Requirements, portions of a publicly dedicated street right of way or private street right of way adjacent to any boundary of such portion of The Properties, but excluding Landscape Easements, Sign Easements and Landscaped Rights-of-Way Maintained by the Association;
- (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) Complying with all applicable Legal Requirements;
- (h) Maintenance of all Improvements thereon;
- (i) Maintaining adequate soil erosion controls;
- (j) Maintenance of storm water drainage easements and portions of The Properties served by storm water drainage easements, as required by this Declaration; and
- (k) To the extent not adequately Maintained by the City, the Association or a public utility provider, Maintenance of the sidewalk, driveway, driveway apron and utility laterals serving each Owner's (or Sub-Association's) portion of The Properties, even if located in the Common Property. Each Owner (or Sub-Association) also shall provide snow and ice removal for any sidewalks located adjacent to such Owner's (or Sub-Association's) portion of The Properties.
- (l) Maintenance of portions of berms along the rights-of-way of Falls of Neuse Road, Wakefield Plantation Drive, Wakefield Pines Drive and New Falls of Neuse Road (or Boulevard) that is not the Maintenance responsibility of the Association.

Each Owner (or Sub-Association) shall perform the foregoing responsibilities in a manner that does not unreasonably disturb or interfere with the reasonable enjoyment by the other Owners (or Sub-Associations) of their portions of The Properties.

Section 2. Enforcement. 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 Properties 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 against such Owner and such Owner's portion of The Properties as the Association has with respect to the enforcement and collection of annual assessments.

Section 3. Unimproved Portions of The Properties. Notwithstanding the foregoing provisions of this Article, but subject to the other applicable provisions of this Declaration, Owners shall be required to Maintain unimproved portions of The Properties only in accordance with such Maintenance standards, if any, as are established by the Declarant, during the Development Period, and thereafter, in accordance with such reasonable Maintenance standards as are established by the Board.

ARTICLE XIII

GOLF FACILITY

The Declarant anticipates that one or more Golf Facilities may be constructed, operated and Maintained in or Contiguous to portions of The Properties, as privately owned facilities and not as part of the Common Property. This Declaration shall not be construed as imposing on the Declarant or the Association any obligation or commitment to construct, operate or Maintain any Golf Facility or to have any Golf Facility constructed, operated or Maintained. However, with respect to any and all Golf Facilities, and in consideration for the construction, operation and Maintenance of same, the provisions of this Article shall apply to The Properties as set forth herein. The easements established in this Article shall exist and continue with respect to each Golf Facility as long as it is operated as a Golf Facility.

Section 1. Existence of a Golf Facility. The Declarant hereby informs all Owners, and their family members, and guests, that there exist certain hazards or risks associated with the existence of a Golf Facility and the ownership or use of the Common Property, the Surrounding Property and other portions of The Properties, including the risk of personal injury or property damage from golf balls, golf carts and golf course Maintenance equipment. The Declarant further informs all Owners, and their family members, and guests, that this Declaration reserves easements for golfers to go onto portions of The Properties to look for and retrieve golf balls which, due to errant golf shots, have come to rest outside of the boundaries of a Golf Facility.

Each Owner, by acceptance of a deed to such Owner's portion of The Properties, specifically acknowledges the existence and acceptance of the foregoing risks, easements and interference with the use and enjoyment of such Owner's portion of The Properties and the Common Property by that Owner and that Owner's family members, agents, contractors, guests, lessees and contract purchasers,

which risks and interference arise out of and are associated with the usual and normal operation, use and Maintenance of a Golf Facility.

Section 2. Use of Golf Facility; Interference. No Owner of any part or all of The Properties shall have any right, solely by virtue of such ownership or by payment of assessments under this Declaration, whether or not such portion of The Properties adjoins a boundary of a Golf Facility, of access to or across, entry onto, membership in, or other use or enjoyment of any Golf Facility that is not part of the Common Property. Use of a Golf Facility in or Contiguous to The Properties may or may not be exclusive to the Owners of The Properties or to the Owners of certain portions of The Properties. There shall be no activities conducted on any portions of the Surrounding Property that unreasonably disturb the playing of golf or the use or enjoyment of a Golf facility by the members and guests thereof, including, without limitation, undue noise, unsightly trash or debris, or any other noxious or offensive activity. Without the written consent of the owner of a Golf Facility, there shall be no fencing or other obstructions on any portion of The Properties located within a distance of ten (10) feet from any boundary of such Golf Facility.

Section 3. Use Not a Nuisance. Use of any part of a Golf Facility by any Person in accordance with the reasonable rules and regulations established by the owner of the Golf Facility, including use of a Golf Facility for golf tournaments or social events, shall not constitute a nuisance.

Section 4. Easements For Golf Facility.

(a) All portions of The Properties located within 500 yards of a boundary of the golf course portion of a Golf Facility are subject to perpetual, non-exclusive easements for (i) golf balls that come upon or fly over such portions of The Properties as a result of errant golfs shot struck by golfers using a Golf Facility (excluding golf balls resulting from any golf shot or other action by a golfer where the golfer's intent is to cause the golf ball to go on or over such portions of The Properties) and (ii) golfers, at reasonable times and in a reasonable manner, to enter such portions of The Properties to retrieve such golf balls. Provided, however, if such portion of The Properties to be entered is fenced or otherwise secured, before entry the golfer shall obtain the permission of the Owner thereof, and nothing herein shall give any Person the right to enter any Dwelling, building or other structure on any portion of The Properties to retrieve golf balls or for any other purpose. Further provided, nothing herein shall permit a golfer to strike a golf ball from or on any portion of The Properties outside of the Golf Facility. The reasonable exercise of these easements by any Person for whom they are reserved shall not constitute a trespass to any portion of The Properties or a nuisance. The existence of these easements shall not relieve golfers who use the Golf Facility or who strike the errant golf shots of or from liability for personal injury or property damage caused by or resulting from any such use or errant golf shots.

(b) The portion of any Surrounding Property immediately adjacent a boundary of a Golf Facility is hereby burdened with perpetual, non-exclusive easements in favor of that Golf Facility for (i) the reasonable over spray of water from the irrigation system serving that Golf Facility and (ii) the reasonable incursion of Golf Facility Maintenance equipment and personnel, in order to Maintain the boundary areas of a Golf Facility.

(c) The owners and management of each Golf Facility, their agents, successors and assigns, shall at all reasonable times have a perpetual, non-exclusive easement of access and use over those portions of all Common Property reasonably necessary to the Maintenance of that Golf Facility, including use during any PGA TOUR EVENT, and the right to retrieve golf balls from bodies of water within the Common Property lying reasonably within range of golf balls hit from that Golf Facility. Provided, following each exercise of any such easement, the owner of any Golf Facility who exercises the such easement promptly shall restore the Common Property to the condition it was in prior to the exercise of the easement.

Section 5. TPC Golf Facility. The following additional architectural standards, use restrictions and construction and Maintenance procedures are applicable to all portions of The Properties located within 500 feet of any boundary of a TPC Facility (unless a lesser distance is referenced in any of the following subsections), from and after the date that such TPC Facility opens:

(a) Construction Limits.

(1) All permanent construction material storage areas, chemical toilets, trash receptacles, and other unsightly items shall be screened from the line of sight of a TPC Facility in the manner established by the Architectural Approval Committee.

(2) All construction areas shall be kept in reasonably good order. All debris shall be placed in appropriate receptacles which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.

(3) Except for required storm water drainage, no permanent open trenches may be located adjacent to a TPC Facility. Any such trenches shall be designed so as to minimize any adverse aesthetic impact on a TPC Facility.

(b) Excavation. After the TPC Facility opens, any trenches located on such portions of The Properties within a distance of ten (10) feet from the boundary of a TPC Facility must be closed overnight unless effectively barricaded and marked to indicate a hazardous condition.

(c) Construction Vehicles and Parking. Parking of construction vehicles will be restricted to the street side of all such portions of The Properties - that is, away from the common boundary with a TPC Facility.

(d) Construction Access Across or Over TPC Facility. In order to prevent damage to a TPC Facility, at no time will access be allowed across or over a TPC Facility for storage or transportation of labor or materials or location of construction equipment other than in connection with any construction easements approved in advance in writing by the management of the TPC Facility.

(e) Noise. No radios, tape, compact disc or record players, telephone horns, unusually loud horns or bells or other similar noise producing apparatuses will be allowed on such portions of The Properties during any construction thereon, or at any time if, in the reasonable judgment of the management of a TPC Facility, such sounds would disturb play in, or conduct of, a PGA TOUR EVENT, including the enjoyment thereof by spectators and the television broadcasting thereof.

(f) Signs. No signs will be allowed on the sides of such portions of The Properties that face a TPC Facility, other than required emergency or warning signs, or traffic control or Lot or Dwelling identification signs required by the City.

(g) Additional Construction Restrictions.

(1) Each contractor who performs work on such portions of The Properties shall schedule and perform its work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on the playing of golf, including, without limitation, play in any PGA TOUR EVENT and the enjoyment thereof by spectators and the television broadcasting thereof.

(2) No work will be allowed that will restrict or otherwise hinder access to a TPC Facility (except in the event of any emergency) unless such work first is coordinated with, and approved by, the management of the TPC Facility.

(3) Except in the event of emergency, no work will be allowed on sewer or storm water drainage lines owned by an Owner or the Association and located within a distance of fifty (50) feet from the boundary of a TPC Facility during the period beginning thirty (30) days before and extending until the completion of any PGA TOUR EVENT.

(4) All contractors shall exercise reasonable care to restore to its original condition any area of a TPC Facility or of the sides of any such portions of The Properties facing a TPC Facility that are affected by its construction activities.

Section 6. PGA TOUR Event. A TPC Facility may host a PGA TOUR EVENT on one or more occasions each year. During the week of any PGA TOUR EVENT, numerous spectators will be traversing the grounds of the TPC Facility, which may necessitate the installation of temporary barriers and fencing at the boundaries of the TPC Facility. Additionally, immediately preceding, during and immediately following a PGA TOUR EVENT, temporary tents, buildings, scoreboards, signs and other structures may be installed at locations on the TPC Facility, which may be visible from portions of The Properties and be in the direct line of site for portions of The Properties immediately adjacent to the TPC Facility.

In addition to the other restrictions set forth in this Article, during any week that a PGA TOUR EVENT is conducted, but not to exceed a total of two (2) weeks during any calendar year:

(a) Except in an emergency, there shall be no blasting, jack hammering or pile driving on any portion of The Properties;

(b) Except in an emergency, there shall be no construction or other activities on any portion of The Properties that, in the reasonable judgment of the management of the TPC Facility, disturbs play in, or the conduct of, the PGA TOUR EVENT, including the enjoyment thereof by spectators and the television broadcasting thereof. For purposes of illustration only, the types of construction work and other activities that may be prohibited by the management of the TPC Facility during any PGA TOUR EVENT include hammering, sawing (by means of a power or chain saw), drilling or similar noisy activities; and the operation of radios, tape, compact disc or record players, telephone horns, unusually loud horns or bells or other similar noise producing apparatuses;

(c) The TPC Facility management and its designees (e.g., the tournament sponsor) shall be entitled to restrict rights of way (other than any rights of way and greenways which have been publicly dedicated) and access to other areas Contiguous to or near the TPC Facility; provided, however, that Owners of all portions of The Properties and their family members and guests at all times shall have reasonable vehicular and pedestrian ingress and egress from such portions of The Properties to and from publicly dedicated streets or private streets;

(d) No radios, tape, compact disc or record players, telephone horns, unusually loud horns or bells or other similar noise producing apparatuses will be allowed on such portions of The Properties during any construction thereon, or at any time if, in the reasonable judgment of the management of a TPC Facility, such sounds would disturb play in, or conduct of, a PGA TOUR EVENT, including the enjoyment thereof by spectators and the television broadcasting thereof; and

(c) All trenches located within a distance of ten (10) feet from the boundary of the TPC Facility on which the PGA TOUR EVENT is being conducted shall be closed and the ground returned to substantially the same condition it was in prior to the opening of the trench.

While the TPC Facility may be designed with the intent of holding a PGA TOUR EVENT, nothing herein shall be construed as a requirement that a PGA TOUR EVENT be held at the TPC Facility.

Section 7. Enforceability. The owners and management of each Golf Facility, and their successors and assigns, specifically are authorized and have the right to enforce the provisions of this Declaration that are established or directed solely to or for the protection of, benefit of, and enjoyment of, that Golf Facility and the orderly conduct of PGA TOUR EVENTS.

Section 8. Limitation of Liability. Neither the Declarant, a Builder, the Association, nor any of the members, managers, shareholders, officers, directors, employees, agents, contractors, affiliates, subsidiaries, predecessors, successors, or assigns of the Declarant, a Builder or the Association shall be responsible or liable in any way to any Owner or to any other Person for any claims, causes of action, damages to person or property, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations whatsoever, arising out of or resulting from any one or more of the following: (i) any interference of an Owner's use and enjoyment of the Common Property or any portion of The Properties owned by such Owner by anyone using a Golf Facility; (ii) improper design or operation or use of the golf course or any other portion of a Golf Facility; (iii) the level of skill of any golfer; (iv) trespass by any golfer on any portion of The Properties; (v) golf balls (regardless of the number and frequency of occurrences) hit or thrown over or onto any portion of The Properties; (vi) golf equipment; (vii) Golf Facility Maintenance equipment and devices; (viii) social events held at a Golf Facility; (ix) the exercise by any golfer or the owner of a Golf Facility of any easement reserved or established for golfers or that Golf Facility by this Declaration or shown on any plat of The Properties recorded in the Registry. Provided, however, the foregoing liability limitations are not applicable to any of the named Persons with respect to their acts or omissions as golfers, members or guests using the Golf Facility, or as owners, managers, agents or employees of a Golf Facility.

No Golf Facility, nor any owner or management, thereof, nor any member, partner or shareholder thereof or any affiliate of any such member, partner or shareholder, nor their respective employees, officers, directors or agents, nor any architects, builders, contractors or land planners hired or retained by the owner of such Golf Facility, in the foregoing capacities, shall be liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the reasonable over spray of water from that Golf Facility. Provided, however,

the foregoing liability limitations are not applicable to any of the named Persons with respect to their acts or omissions as golfers, members or guests using the Golf Facility.

ARTICLE XIV

RECREATION FACILITY

The Declarant anticipates that one or more Recreation Facilities may be constructed, operated and Maintained in or Contiguous to portions of The Properties, including a Recreation Facility that may be part of a Golf Facility. Provided, however, this Declaration shall not be construed as imposing on the Declarant or the Association any obligation or commitment to construct, operate or Maintain any Recreation Facility or to have any Recreation Facility constructed, operated or Maintained. However, with respect to any and all such Recreation Facilities, the following shall apply to The Properties.

Section 1. Use of Recreation Facility. Except as may be provided in any contractual agreement among the Declarant, a Builder, an Owner and/or the owner of a Recreation Facility, no Owner of any part or all of The Properties shall have any right, solely by virtue of such ownership or payment of assessments under this Declaration, of access to or across, entry onto, membership in, or other use or enjoyment of a Recreation Facility that is not part of the Common Property. Use of a Recreation Facility in or Contiguous to The Properties may or may not be exclusive to the Owners of The Properties or to the Owners of certain portions of The Properties.

Section 2. Use Not a Nuisance. Use of any part of a Recreation Facility by any Person in accordance with the reasonable rules and regulations established by the owner of the Recreation Facility, including use of a Recreation Facility for tennis matches, swim meets or social events, shall not constitute a nuisance.

Section 3. Management. With respect to any Recreation Facility owned or leased by the Association, the Association shall have the right and authority, at any time and from time to time, to establish the rules and regulations for the use of the Recreation Facility, and to employ a management company or other Person to manage and operate the Recreation Facility for the Association.

Section 4. Risks Associated With Use. The Declarant hereby informs all Owners, and their family members, and guests, that there exist certain hazards or risks associated with use of a Recreation Facility, particularly with use of a swimming pool, whether or not a lifeguard is on duty during times when the swimming pool is open for use. With respect to any Recreation Facility owned

or leased by the Association that includes a swimming pool, the Association may, but shall not be required to, employ or provide for the services of one or more lifeguards during certain times that the swimming pool is open for use, it being within the sole discretion of the Board whether or not to employ or provide for the services of lifeguards. Each Owner, by acceptance of a deed to such Owner's portion of The Properties, (i) specifically acknowledges the existence and acceptance of the foregoing risks, easements and interference with the use and enjoyment of such Owner's portion of The Properties and the Common Property by that Owner and that Owner's family members, agents, contractors, guests, lessees and contract purchasers, which risks and interference arise out of and are associated with the usual and normal operation, use and Maintenance of a Recreation Facility, and (ii) agrees to comply with the rules and regulations established by the Association for use of a Recreation Facility owned or leased by the Association.

Section 5. Limitation of Liability. Neither the Declarant, a Builder nor any of their members, managers, employees, agents, contractors, affiliates, subsidiaries, predecessors or successors shall be responsible or liable in any way to any Owner or to any other Person for any claims, causes of action, damages, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations whatsoever, that may result from property damage or personal injury in connection with such Owner or other Person's use of any Recreation Facility, unless the same arises out of or results from the gross negligence or intentional act or omission of such named Person, or unless the same arises out of or results from the act or omission of any such named Person while actually using the Recreation Facility. With the exception of any Recreation Facility owned or leased by the Association, neither the Association, nor any of its directors, officers, employees, agents or contractors shall be responsible or liable in any way to any Owner or to any other Person for any claims, causes of action, damages, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations whatsoever, that may result from property damage or personal injury in connection with such Owner or other Person's use of any Recreation Facility, unless the same arises out of or results from the gross negligence or intentional act or omission of such named Person, or unless the same arises out of or results from the act or omission of any such named Person while actually using the Recreation Facility.

ARTICLE XV

RIGHTS OF MORTGAGEES

Section 1. Notice to Board. Upon request from the Board, any Owner who mortgages such Owner's Lot or Development Parcel shall notify the Association of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under this

Declaration unless such Mortgagee has notified the Association as required in this Article and has requested Mortgagee rights under this Declaration.

Section 2. Requirements of Mortgagee. Whenever any Mortgagee desires to avail itself of the rights afforded Mortgagees under this Declaration and receive notices from the Association, it shall furnish written notice thereof to the Association by CERTIFIED OR REGISTERED MAIL, identifying the portion of The Properties upon which such Mortgagee holds a first lien mortgage or deed of trust, specifying which rights it wishes to exercise and notices or other information it wishes to receive, and designating the name of the person and mailing address to which notices, reports or information are to be sent by the Association. The Mortgagee shall be responsible for updating the information required by this Section.

Section 3. Obligation of Association to Mortgagees. Any Mortgagee who has notified the Association as required in the immediately preceding Section of this Article, shall have each of the following rights that are specifically requested in the notice to the Association:

- (a) To inspect Association documents and records on the same terms as the Members of the Association;
- (b) To be notified of any meeting of the membership to be held for a vote on any material amendment to the Governing Documents, including the following: material amendment to this Declaration; material amendment to the Articles or Bylaws; any proposed termination of this Declaration or dissolution of the Association; any proposed merger of the Association with another association.
- (c) To be notified of any extraordinary actions to be taken by the Association, or any emergency extraordinary actions taken by the Association.
- (d) To be notified of any condemnation or casualty loss affecting the Common Property or any portion thereof;
- (e) To be notified of any event giving rise to a claim under the Association's physical damage insurance policy insuring the Common Property, where the damage to the Improvements on the Common Property exceeds an amount equal to ten percent (10%) of the Association's annual budget for Common Expenses, or where the damage is to any portion of The Properties insured by the Association upon which the Mortgagee holds a mortgage;
- (f) To be notified of any lapse, cancellation or material modification of any insurance policy maintained by the Association;

(g) To be notified of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days), and to be notified of any other default of the provisions of this Declaration, by the Owner of a Lot or Development Parcel upon which the Mortgagee has a mortgage. Provided, however, any failure of the Association to notify the Mortgagee of the delinquency or default shall not affect the validity of any Association lien, or any other Association rights and remedies, against the defaulting Owner or such Owner's portion of The Properties;

(h) The right of a majority of the Mortgagees to demand professional management of the Association; and

(i) The right of a majority of the Mortgagees to demand an audit of the Association's financial records, not to exceed one audit per calendar year.

ARTICLE XVI

AMENDMENT; EXTRAORDINARY ACTIONS

Section 1. Amendment by the Declarant. Subject to any approvals required from the City of Raleigh Attorney or Deputy Attorney, during the Development Period the Declarant may unilaterally, without the approval or joinder of the Association, or any Member of the Association, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplemental Declaration or Subdivision Declaration from time to time to: (i) make non-material, clarifying or corrective changes not materially, adversely affecting any Owner's rights or obligations hereunder; or (ii) satisfy the requirements of FHA (Federal Housing Administration), VA (Veterans Administration), Fannie Mae (Federal National Mortgage Administration); Office of Interstate Land Sales Registration of the Department of Housing and Urban Development (OILSR) or other governmental agency, Secondary Mortgage Market Agency or Mortgagee; or (iii) establish or maintain the tax exempt status of the Association under the laws of the United States or the State of North Carolina. Any such amendment shall be effective upon the later of the date of its recordation in the Registry or the effective date specified therein.

Section 2. Amendment by the Association.

(a) Unless a higher percentage or different voting requirement is specified herein, this Declaration may be amended by the affirmative vote of sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association, subject to any approvals required from the City of Raleigh Attorney or Deputy Attorney.

(b) Written notice of an annual or special meeting of the Association at which any proposed amendment to this Declaration is to be voted on, together with at least a summary description of the proposed amendment, shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting. The notice of the meeting shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting.

(c) If any amendment to this Declaration is approved by Members of the Association (including material amendments and extraordinary actions of the Association as described herein), the President and Secretary of the Association shall execute a document setting forth the amendment, the effective date of the amendment (if no effective date is stated the amendment shall be effective upon the recording of same in the Registry), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting, the total number of votes present at such meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. The document shall be recorded in the Registry within thirty (30) days following the date of the meeting at which the amendment was adopted. Provided, however, and notwithstanding the foregoing or anything to the contrary appearing herein, no amendment to this Declaration duly adopted by the Members of the Association shall be void or invalid solely because the document describing the amendment is not recorded in the Registry within said thirty (30) day period, and any such duly adopted amendment to this Declaration recorded following the end of said thirty (30) day period shall become effective on the later of the effective date specified therein, if any, or on the date it is recorded in the Registry.

(d) Amendment of Supplemental Declarations and Subdivision Declarations shall be governed by the provisions for amendment contained therein, if any; otherwise, the provisions regarding amendment of this Declaration shall apply.

Section 3. Prohibited Effects of Amendment. No amendment to this Declaration shall do or result in any of the following:

- (a) increase the financial obligations of an Owner in a discriminatory manner;
- (b) further restrict development on any portion of The Properties in a discriminatory manner;
- (c) during the Development Period, diminish or impair the rights of the Declarant under this Declaration, without the prior written consent of the Declarant;
- (d) impose additional obligations upon the Declarant, without the prior written consent of the Declarant;

(e) diminish or impair the express rights of the Mortgagees under the Declaration, without the prior written approval of a majority of the Mortgagees. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees;

(f) terminate or revise any easement established by this Declaration, without the written consent of the Person benefitted by the easement or by the Person who owns the portion of The Properties benefitted by the easement;

(g) as long as a Golf Facility is being operated as a Golf Facility, terminate or revise any easements or other provisions of this Declaration specifically related to that Golf Facility, or add any provisions to this Declaration specifically related to that Golf Facility, without the written consent of the owner of that Golf Facility affected by the amendment; or

(h) alter or remove any applicable Legal Requirement.

Section 4. Extraordinary Actions and Material Amendments. The provisions of this Section shall not be construed to reduce the vote that must be obtained from Owners where a greater vote is required by the Act or other provisions of the Governing Documents, nor shall it be construed to lessen the unilateral rights given to the Declarant to amend this Declaration or a Supplemental Declaration or Subdivision Declaration without the approval or joinder of the Association or any Member of the Association, any Mortgagee or any Secondary Mortgage Market Agency.

(a) "material amendments" include any amendment adding, deleting or amending any provisions of this Declaration regarding any one or more of the following:

- (1) basis for assessments, or assessment liens;
- (2) any method of imposing or determining any charges to be levied against Owners;
- (3) reserves for Maintenance, repair or replacement of the Common Property;
- (4) Maintenance obligations of the Association or any Owner;
- (5) allocation of rights to use the Common Property;
- (6) any scheme of regulation or enforcement of standards for Maintenance, architectural design or exterior appearance of Improvements;

- (7) reduction of insurance requirements;
 - (8) restoration or repair of the Common Property;
 - (9) the addition, annexation or withdrawal of real property to or from The Properties;
 - (10) voting rights (except to reduce the Declarant's voting rights with the consent of the Declarant);
 - (11) restrictions affecting lease or sale of any portion of The Properties, including amendment or addition of any provisions regarding rights of first refusal or similar restrictions on the right of an Owner to sell, convey, or transfer any interest in, the portion of The Properties owned by such Owner;
 - (12) any provision which is for the express benefit of Mortgagees.
- (b) "extraordinary actions" of the Association include any one or more of the following:
- (1) termination of this Declaration;
 - (2) dissolving the Association, or merging or consolidating the Association (other than with another nonprofit entity formed for purposes substantially similar to the Association);
 - (3) conveyance of all of the Common Property (other than pursuant to dissolution, merger or consolidation of the Association);
 - (4) determining not to require professional management after the Declarant Control Period if professional management has been required by the Governing Documents, a majority vote of the Members of the Association, or a majority of the Mortgagees;
 - (5) expanding The Properties to include as Additional Property any real property, other than the Declarant Additional Property, which causes the total Additional Property annexed to this Declaration, exclusive of the Declarant Additional Property, to exceed 500 acres;
 - (6) abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of the Common Property except for any one or more of the following:

- a) granting easements for utilities or other purposes which are not inconsistent with or which do not interfere with use of the Common Property;
 - b) dedicating or conveying any Common Property to the City or a public utility provider;
 - c) limited boundary line adjustments made in accordance with the provisions of this Declaration; and
 - d) transferring any Common Property pursuant to a merger or consolidation with a nonprofit entity formed for purposes substantially similar to the Association.
- (7) using insurance proceeds for purposes other than repair, restoration or replacement of the insured Improvements on Common Property.
- (8) making capital expenditures (other than for Maintenance of existing Common Property Improvements) during any period of twelve (12) consecutive months costing in the aggregate in excess of twenty percent (20%) of the larger of the annual operating budgets applicable to any portion of such twelve (12) month period.
- (c) Approval. Any material amendment or extraordinary action must be approved either: (i) in writing by the Members entitled to cast sixty-seven percent (67%) or more of the total number of votes of all of the Members of the Association (and, during the Declarant Control Period, including written consents by the Members entitled to cast a majority of all the votes of the Association other than the votes entitled to be cast by the Declarant); or (ii) by sixty-seven percent (67%) or more of the votes cast by the Members present at a Duly Called Meeting of the Association (and, during the Declarant Control Period, including a majority of the votes cast by the Members, other than the Declarant, present at a Duly Called Meeting of the Association).
- (d) Notice. With respect to any meeting of the Association at which a material amendment or extraordinary action is to be voted upon: (i) written notice of the meeting shall be given to the Members not less than thirty (30) days nor more than sixty (60) days in advance thereof; (ii) the notice of the meeting shall state the purpose of the meeting and contain a copy or summary of any material amendments or extraordinary actions proposed; and (iii) the notice of the meeting shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting.
- (e) Class Approval. Any material amendment which changes the rights of any specific class of Members, must also be approved either (i) in writing by the Members of that class entitled to cast

a majority of the total number of votes of such class of Members, or (ii) by majority vote of the Members of that class present at a Duly Called Meeting of the Association.

(f) VA or FHA Consent. When a Veterans Administration ("VA") guarantee is in effect on a mortgage, without the consent of VA, or when Federal Housing Administration ("FHA") insurance is in effect on a mortgage, without the consent of FHA: (i) the Declarant may not add Additional Property to this Declaration except as provided herein; and (ii) during the Declarant Control Period, the Association may not make any material amendments to this Declaration or take any extraordinary action, but this restriction shall apply only during such times, if any, as one or more Lots within The Properties is encumbered by a mortgage securing a loan guaranteed by VA or insured by FHA. In addition, during the Declarant Control Period, VA and FHA must be informed of all amendments to the Governing Documents if such documents have been previously approved by such agency. The provisions in this subsection regarding the VA or FHA may be enforced only by VA or FHA, whichever agency is applicable.

Section 5. City of Raleigh Approval. No amendment to this Declaration, any Supplemental Declaration or any Subdivision Declaration shall become effective unless approved or consented to by the City of Raleigh Attorney or Deputy Attorney.

Section 6. Anvil and BS/W Approval. Without the written consent of Anvil Investments LLC recorded in the Registry, no amendment to Article IX, Section 7, Article XIII or Article XIX of this Declaration shall be effective as to those portions of the Anvil Property that are Exempt Property under Article XIX of this Declaration until such time, if any, as such portions of the Anvil Property are not Exempt Property. Without the written consent of BS/W LLC recorded in the Registry, no amendment to Article IX, Section 7, Article XIII or Article XIX of this Declaration shall be effective as to those portion of the BS/W Property that are Exempt Property under Article XIX of this Declaration until such time, if any, as such portions of the BS/W Property are not Exempt Property.

ARTICLE XVII

DURATION OF DECLARATION; DISSOLUTION OF ASSOCIATION

Section 1. Duration. This Declaration shall run with and bind The Properties and shall inure to the benefit of the Declarant, the Association, each Owner, and their respective heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2030. At such time, this Declaration automatically shall be extended in perpetuity for successive periods of ten (10) years each, unless, at a duly called annual

or special meeting of the Association, held prior to the expiration of the applicable time period, termination of this Declaration is approved in the manner required in this Declaration for approval of an extraordinary action of the Association. A vote by the membership on termination of this Declaration shall be required upon presentation to the Association of a petition for termination signed by Members possessing twenty percent (20%) or more of the total eligible vote of the membership of the Association (excluding the eligible votes of the Declarant during the Declarant Control Period). The Association shall give written notice of any annual or special meeting at which termination of this Declaration is to be voted upon to all Owners at least thirty (30) days, but not more than sixty (60) days in advance of the date of such meeting, which notice shall set forth that termination of this Declaration will be voted upon at such meeting. If the membership votes to terminate this Declaration, such termination shall be effective upon the expiration of the then applicable time period for which the Declaration is in existence, or shall be effective on such date thereafter, if any, as specified in the vote of the membership approving the termination. No termination of this Declaration shall be effective unless it is approved or consented to by the City of Raleigh Attorney or Deputy Attorney.

If the Members vote to terminate this Declaration in accordance with the foregoing requirements, then the President and Secretary of the Association shall execute in recordable form a certificate which shall set forth at least the following information: that the Declaration has been terminated by vote of the Members of the Association; the date of the meeting of the Association at which the termination was approved; the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting; the total number of votes present at such meeting; the total number of votes necessary to adopt the resolution terminating the Declaration; the total number of votes in favor of such resolution; and the total number of votes against the resolution. Such certificate shall be recorded in the Registry not later than thirty (30) days following the date such resolution of termination is passed by the membership, and such certificate may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Notwithstanding anything to the contrary appearing herein, during the Development Period this Declaration shall not be terminated without the written consent of the Declarant.

Notwithstanding anything to the contrary appearing herein, a termination of this Declaration shall not:

(a) impose additional obligations upon the Declarant, without the prior written consent of the Declarant; or

(b) terminate or revise any easement established by this Declaration, without the written consent of the Person benefitted by the easement or by the Person who owns the portion of The Properties benefitted by the easement; or

(c) as long as a Golf Facility is being operated as a Golf Facility, terminate or revise any easements or other provisions of this Declaration specifically related to that Golf Facility, or add any provisions to this Declaration specifically related to that Golf Facility, without the written consent of the owner of that Golf Facility.

Section 2. Dissolution of the Association. The Association shall be dissolved upon the termination of this Declaration, or upon approval by the Members in the same manner required in this Declaration for approval of an extraordinary action of the Association. Provided, however: (i) the Association shall not be dissolved unless dissolution is approved or consented to by the City of Raleigh Attorney or Deputy Attorney; and (ii) during the Development Period the Association shall not be dissolved without the written consent of the Declarant. Upon dissolution of the Association or upon loss of ownership of all of the Common Property by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Property as allowed by this Declaration, or by reason of merger and/or consolidation with any other association as allowed by this Declaration), any portion of the Common Property not under the jurisdiction of and being Maintained by another association substantially similar to the Association, together with all other assets of the Association, shall, if required by applicable Legal Requirements, first be offered to the City of Raleigh, or to some other appropriate governmental entity or public agency (as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Property and such assets were required to be devoted by the Association. If the City of Raleigh or such other appropriate governmental entity or public agency accepts the offer of dedication, such portion of the Common Property and assets shall be conveyed by the Association to the City of Raleigh or such other appropriate governmental entity or public agency, subject to the superior right of an Owner of a portion of The Properties to an easement (if necessary) for reasonable ingress and egress to and from such Owner's portion of The Properties and the public or private street(s) on which such portion of The Properties is located, subject to all other applicable rights of way and easements, and subject to ad valorem property taxes subsequent to the date of such conveyance.

If the City of Raleigh or such other appropriate governmental entity or public agency refuses the offer of dedication and conveyance, or if such offer of dedication is not required by applicable Legal Requirements, the Association may transfer and convey such Common Property and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Property was required to be devoted by this Declaration, such transfer and conveyance to be made subject to

the rights of Owners and the other matters set forth in the immediately preceding paragraph. If there is no nonprofit corporation, association, trust or other entity who will accept such transfer and conveyance of the Common Property and assets of the Association, then there shall be no dissolution of the Association.

ARTICLE XVIII

RALEIGH CITY CODE REQUIREMENTS

Section 1. Applicability. Certain provisions of the Raleigh City Code apply to part or all of The Properties. This Declaration is subject to and shall be construed in accordance with all applicable provisions of the Raleigh City Code, including all sections thereof previously described or referenced herein, and including all other sections thereof described in this Article. It shall be the responsibility of each Owner of any portion of The Properties subject to any provisions of the Raleigh City Code to comply with all provisions thereof applicable to such portion of The Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration has been given by the Declarant, the Association or the Architectural Approval Committee with respect to such portion of The Properties.

Section 2. Party Walls. As required by Raleigh City Code Section 10-3073 (b) (7), all common party walls between individual residences shall conform to the requirements of the North Carolina State Building Code. In the absence of provisions in a declaration or other document specific to a particular phase or section of The Properties containing Attached Dwellings with party walls, the following rules with respect to party walls in The Properties shall apply:

(a) Each wall which is built as a part of the original construction of the Attached Dwelling and placed on the dividing line between the Lots on which such Attached Dwellings are constructed shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto;

(b) The cost of reasonable Maintenance of a party wall shall be shared by the Owners of the Attached Dwellings that use the party wall, in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the party wall may restore or repair it, and if the other Owners thereafter use the party wall they promptly shall contribute to the cost of the restoration or repair thereof (or reimburse the Owner who

has paid such costs) in proportion to their use of the party wall, without prejudice, however, to the right of any such Owner to demand a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

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

(e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to such Owner's Attached Dwelling and shall pass to such Owner's successors in title of the Lot on which the Attached Dwelling is located.

(f) If any Owner desires to sell an Attached Dwelling that shares a party wall with any other Attached Dwelling, the Owner who desires to sell may request all other Owners of Attached Dwellings that share the party wall to provide a certificate stating whether or not such Owner has any right of contribution against the Owner who desires to sell with respect to such party wall. Each Owner from whom such certificate is requested shall promptly furnish same to the requesting Owner, either confirming that no right of contribution exists or stating the amount of and reasons for the contribution claimed against the requesting Owner. A certificate signed by any one or more of the Owners of the adjoining Attached Dwelling shall be conclusive evidence of its contents with respect to all third parties.

(g) Each Owner of an Attached Dwelling that shares a party wall with one or more Attached Dwellings shall have an easement and right of entry upon the Lot of each other Owner of such Attached Dwellings to the extent reasonably necessary to repair, restore, Maintain or reconstruct the party wall. Such repair, restoration, Maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner on whose behalf the work is being done shall restore the adjoining Lot or Lots to substantially the same condition as that which existed at the time the work commenced.

Section 3. Private Streets. Pursuant to Raleigh City Code Section 10-3074 (b):

(a) "In no case shall the City be responsible for failing to provide any emergency or regular fire, police or other public service to any cluster unit development, unit ownership (condominium) development, group housing development, townhouse development, or mobile home park or their occupant when such failure is due to lack of access to such areas due to inadequate design or construction, blocking of access routes, inadequate Maintenance, or any other factor within the control of the developer, homeowners association, or occupants;" and

(b) "In no case shall the City or the State be responsible for Maintaining any private street. Such responsibility shall rest with the homeowners association and occupants in that such private streets will not be constructed to the minimum standards sufficient to allow their inclusion for public Maintenance."

(c) The Association will be responsible for such Maintenance of all private streets that are Common Property of the Association. Each Sub-Association will be responsible for Maintenance of private streets that are the Sub-Association Common Property of such Sub-Association.

Section 4. Cluster Unit Development. Pursuant to Raleigh City Code Section 10-3071(b)(9)c., with respect to the portions of The Properties that are part of the "cluster unit development" approved by the City of Raleigh, the Declarant states the following:

(a) Such portions of The Properties are part of a cluster unit development approved by the City of Raleigh in which residential density transfers are permitted; therefore, even though some Lots, Development Parcels or the Unsubdivided Land may appear to contain enough land area to construct additional Dwelling Units or create additional Lots or Development Parcels, prior density transfers approved within the cluster unit development may, in fact, preclude City of Raleigh approval of additional Dwellings or further subdivision of Lots, Development Parcels or Unsubdivided Land.

(b) The development rights retained by the Declarant or any other Person to add real property to the cluster unit development or to withdraw real property from the cluster unit development are contained in Article II of this Declaration. The Declarant hereby retains rights to do any one or more of the following with respect to the cluster unit development: add Dwelling Units; add Common Property, change Dwelling Unit types; and reallocate Dwelling Units.

(c) The conditions and limitations on the rights described in the immediately preceding subparagraph (b) are subject to the provisions of this Declaration (in particular, Article II), to existing conditions contained in any cluster unit development approvals given by the City of Raleigh, and to all other City of Raleigh requirements.

(d) The maximum amount of real property that can be added to the cluster unit development, in addition to the Declarant Additional Property, is 500 acres.

(e) The maximum number of Dwelling Units and the maximum number of Dwelling Units per acre that can be contained in the cluster unit development or transferred to portions of the cluster unit development without rezoning any of the real property in the cluster unit development to another zoning classification are as follows: (i) maximum number of Dwelling Units is 10,000; and (ii) maximum number of Dwelling Units per acre is 100.

ARTICLE XIX

ANVIL PROPERTY AND BS/W PROPERTY

Section 1. Anvil Property. At the time of the execution of this Declaration, the Declarant has an option to purchase the Anvil Property from Anvil as evidenced by a "Memorandum of Option" recorded in the Registry in Book 7411, Page 0857. Anvil has agreed to subject the Anvil Property to this Declaration at this time as an accommodation to the Declarant and for the establishment of a common plan or scheme under this Declaration with respect to all of The Properties. Provided, however, and notwithstanding anything to the contrary contained in this Declaration, the Anvil Property hereby is declared to be Exempt Property, subject to the all of the following (the exemption under this Article XIX, Section 1 hereinafter being referred to as the "Anvil Exemption"):

(a) All applicable Legal Requirements and the provisions of this Declaration contained in Article IX, Section 27 and Article XIII are applicable to the Anvil Property from and after the date of recordation of this Declaration in the Registry;

(b) All portions of the Anvil Property owned by Anvil or its successor entity, or an Affiliate of Anvil or its successor entity (such successors and Affiliates being included within the term "Anvil" as used in this Article), are exempt from all other provisions of this Declaration, until such time as the Anvil Exemption is terminated with respect to such portions of The Properties as provided in this Article;

(c) The Anvil Exemption shall terminate with respect to all portions of the Anvil Property that Anvil conveys to the Declarant or its successor or assignee, or an Affiliate of the Declarant or its successor, termination to be effective upon recordation in the Registry of each deed by which Anvil conveys such portions of the Anvil Property;

(d) The Anvil Exemption shall terminate with respect to all portions of the Anvil Property that Anvil conveys to Persons other than the Declarant or its successor or assignee, or an Affiliate of the Declarant or its successor, termination to be effective upon recordation in the Registry of each deed by which Anvil conveys such portions of the Anvil Property;

(e) The Anvil Exemption shall terminate with respect to all portions of the Anvil Property that Anvil develops into Lots, Apartment Units or any other use, the termination dates to be the dates that such portions of the Anvil Property become Lots or Apartment Units under this Declaration, or become such other use as evidenced by a certificate of occupancy issued by the City. With respect

to such portions of the Anvil Property, as long as Anvil is the Owner thereof, Anvil shall be treated in the same manner as the Declarant for purposes of assessments and Association membership voting under this Declaration, such portions of the Anvil Property shall be treated in the same manner as if they were owned by the Declarant (with Development Parcels owned by Anvil being treated for assessment purposes in the same manner as Unsubdivided Land owned by the Declarant as provided in the first paragraph of Article VI, Section 5 (d) of this Declaration), and the Class B membership votes attributable to the Declarant shall be reduced by the number of Class B membership votes attributable to Anvil. The Class B membership votes of both Anvil and the Declarant shall be counted as the Declarant's Class B membership votes in determining when the Declarant Control Period ends under Article I (n) (ii) of this Declaration. Provided, however, and notwithstanding anything to the contrary in this Declaration, unless and until such time as Anvil becomes the Declarant under this Declaration, Anvil shall not be liable for funding annual operating budget deficits;

(f) With respect to any portion of the Anvil Property that Anvil designates as another type of Exempt Property under Article I (pp) (3) of this Declaration, the Anvil Exemption shall terminate and the provisions of this Declaration with respect to that type of Exempt Property shall control;

(g) The Anvil Exemption shall terminate at such time, if any, as Anvil becomes the Declarant under this Declaration, termination to be effective upon recordation in the Registry of an instrument establishing Anvil as the Declarant;

(h) The Anvil Exemption shall terminate for all portions of the Anvil Property with respect to which Anvil records in the Registry a notice of termination;

(i) If not sooner terminated, the Anvil Exemption shall terminate at 5:00 p.m. on the date that is twenty (20) years following the date of recordation of this Declaration in the Registry; and

(j) Anvil or its assigns (and not the Declarant) shall have all of the powers and rights of the Declarant under this Declaration with respect to all portions of the Anvil Property for which the Anvil Exemption terminates, except for such portions of the Anvil Property that Anvil conveys to the Declarant, and except that any part or all of the Anvil Property that Anvil conveys to BS/W shall be become subject to the provisions of Section 2 of this Article applicable to BS/W Property.

Section 2. BS/W Property. At the time of the execution of this Declaration, the Declarant has an option to purchase the BS/W Property from BS/W as evidenced by a "Memorandum of Option" recorded in the Registry in Book 7411, Page 0857. BS/W has agreed to subject the BS/W Property to this Declaration at this time as an accommodation to the Declarant and for the establishment of a common plan or scheme under this Declaration with respect to all of The Properties. Provided, however, and notwithstanding anything to the contrary contained in this

Declaration, the BS/W Property hereby is declared to be Exempt Property, subject to the all of the following (the exemption under this Article XIX, Section 2 hereinafter being referred to as the "BS/W Exemption"):

(a) All applicable Legal Requirements and the provisions of this Declaration contained in Article IX, Section 27 and Article XIII are applicable to the BS/W Property from and after the date of recordation of this Declaration in the Registry;

(b) All portions of the BS/W Property owned by BS/W or its successor entity, or an Affiliate of BS/W or its successor entity (such successors and Affiliates being included within the term "BS/W" as used in this Article), are exempt from all other provisions of this Declaration, until such time as the BS/W Exemption is terminated with respect to such portions of The Properties as provided in this Article;

(c) The BS/W Exemption shall terminate with respect to all portions of the BS/W Property that BS/W conveys to the Declarant or its successor or assignee, or an Affiliate of the Declarant or its successor, termination to be effective upon recordation in the Registry of each deed by which BS/W conveys such portions of the BS/W Property;

(d) The BS/W Exemption shall terminate with respect to all portions of the BS/W Property that BS/W conveys to Persons other than the Declarant or its successor or assignee, or an Affiliate of the Declarant or its successor, termination to be effective upon recordation in the Registry of each deed by which BS/W conveys such portions of the BS/W Property;

(e) The BS/W Exemption shall terminate with respect to all portions of the BS/W Property that BS/W develops into Lots, Apartment Units or any other use, the termination dates to be the dates that such portions of the BS/W Property become Lots or Apartment Units under this Declaration, or become such other use as evidenced by a certificate of occupancy issued by the City. With respect to such portions of the BS/W Property, as long as BS/W is the Owner thereof, BS/W shall be treated in the same manner as the Declarant for purposes of assessments and Association membership voting under this Declaration, such portions of the BS/W Property shall be treated in the same manner as if they were owned by the Declarant (with Development Parcels owned by BS/W being treated for assessment purposes in the same manner as Unsubdivided Land owned by the Declarant as provided in the first paragraph of Article VI, Section 5 (d) of this Declaration), and the Class B membership votes attributable to the Declarant shall be reduced by the number of Class B membership votes attributable to BS/W. The Class B membership votes of both BS/W and the Declarant shall be counted as the Declarant's Class B membership votes in determining when the Declarant Control Period ends under Article I (n) (ii) of this Declaration. Provided, however, and notwithstanding anything to the contrary in this Declaration, unless and until such time as BS/W

becomes the Declarant under this Declaration, BS/W shall not be liable for funding annual operating budget deficits;

(f) With respect to any portion of the BS/W Property that BS/W designates as another type of Exempt Property under Article I (pp) (3) of this Declaration, the BS/W Exemption shall terminate and the provisions of this Declaration with respect to that type of Exempt Property shall control;

(g) The BS/W Exemption shall terminate at such time, if any, as BS/W becomes the Declarant under this Declaration, termination to be effective upon recordation in the Registry of an instrument establishing BS/W as the Declarant;

(h) The BS/W Exemption shall terminate for all portions of the BS/W Property with respect to which BS/W records in the Registry a notice of termination;

(i) If not sooner terminated, the BS/W Exemption shall terminate at 5:00 p.m. on the date that is twenty (20) years following the date of recordation of this Declaration in the Registry; and

(j) BS/W or its assigns (and not the Declarant) shall have all of the powers and rights of the Declarant under this Declaration with respect to all portions of the BS/W Property for which the BS/W Exemption terminates, except for such portions of the BS/W Property that BS/W conveys to the Declarant, and except that any part or all of the BS/W Property that BS/W conveys to Anvil shall be become subject to the provisions of Section 2 of this Article applicable to Anvil Property.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. The Association, each Owner (including the Declarant), and, when enforcement rights are granted by this Declaration, the owner of a Golf Facility, a Mortgagee, the VA or FHA, shall have the right, but not the obligation, to enforce this Declaration by any proceeding at law or in equity (or otherwise, as provided in this Declaration) against any Person violating or attempting to violate any part of this Declaration, either to restrain the violation, recover damages, or seek other available legal or equitable remedies, and the Association shall have the right, but not the obligation, to enforce any lien created by this Declaration. Any failure by the Association, an Owner (including the Declarant), or any other Person to enforce this Declaration or seek any applicable remedy with respect to any specific violation or lien shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce this Declaration at any other time with respect to the same or substantially similar matter. All rights, remedies and privileges granted to the Association, any Owner (including the Declarant) or any other Person herein

are cumulative, and the exercise of any one or more of such rights, remedies or privileges shall not constitute an election of remedies or preclude subsequent exercise of other rights, remedies and privileges.

Section 2. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. To the extent that any provision of the Governing Documents is determined to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision without destroying its intent, then the narrower or partially enforceable provision shall be applied and, to the extent lawful, shall be enforced. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 3. Notice. Except as otherwise provided herein, whenever written notice to an Owner is required hereunder, such notice may be hand delivered personally to such Owner, or such notice may be given by first class United States mail, postage prepaid, or in such other manner specifically allowed or required by applicable Legal Requirements, or in such other manner determined by the Board to be proper and which does not violate any applicable Legal Requirements, addressed to the address of such Owner appearing on the records of the Association, or addressed to the address of such Owner as shown on the records in the office of the Wake County, North Carolina Tax Collector. Properly addressed notice shall be deemed to have been given by the Association as follows: (i) on the second day following the date the notice was deposited in the United States mail, first class postage prepaid (or, in the event that notice of a meeting of the Association is contained in a newsletter mailed to every Owner of the Association (or, with respect to portions of the Properties owned by multiple Owners, to at least one Owner), postage is prepaid); or (ii) on the delivery date indicated on a return certified or registered mail receipt, or (iii) on the date indicated by the records of a national or regional courier service. Whether or not properly addressed, notice shall be deemed to have been given to an Owner on the date of personal delivery to the Owner or to an adult Person residing with the Owner, as evidenced by a receipt signed by the Owner or such adult Person. Notice given in the foregoing manner to any one (1) of multiple Owners of a portion of The Properties shall be deemed notice to all of such Owners. Notice to the Association may be given and shall be deemed to have been given when given in a manner permitted for notice to an Owner, when the notice is addressed to the principal business office of the Association or to the principal business address of the property manager employed by the Association; provided, however, that personal delivery of notice to the Association, whether or not properly addressed, is not valid unless made to an officer of the Association. It shall be the duty of each Owner to keep the Association informed of such Owner's current mailing address and telephone number.

Section 4. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof, except as necessary with respect to any cross-referencing of any provisions of this Declaration.

Section 5. Number and Gender. Whenever the context of this Declaration requires, the singular shall include the plural and one gender shall include all.

Section 6. No Exemption. No Owner may become exempt from any obligations imposed hereby by non-use or abandonment of the Common Property or any portion of The Properties owned by such Owner.

Section 7. Subdivision, Combination of Lots; Plat Re-recording. During the Development Period, a Lot may be subdivided into two or more Lots only with the written consent of the Declarant (and, thereafter, the Board, or as allowed by the Board, the Architectural Approval Committee), and with any prior approval required of the Mortgagees and the City. Provided, however, this Section is not intended to require such written consent of the Declarant or the Board to leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, re-recording of plats and/or recording of conveyances by Lot Owners to alter boundary lines between such Lots where no additional Lots are created thereby, or deeds or other instruments granting any easement, right-of-way or license to the Declarant, the Association, the City or a public utility provider. Two or more Lots may be combined into a lesser number of Lots upon any prior approval required by the City, and the resulting reduced number of Lots shall be as shown on the combination plat recorded in the Registry. Nothing contained in this Declaration shall prohibit or restrict the right of the Declarant, during the Development Period, which right hereby is expressly reserved for the Declarant, to subdivide, combine, resubdivide, recombine, or re-record maps relating to, any portion of The Properties owned by the Declarant, upon compliance with all applicable Legal Requirements.

During the Development Period the Declarant may, at any time and from time to time, in its sole discretion and without the consent or approval of any other Person (except for such approvals as may be required by the City) re-record any previously recorded plat of The Properties (i) in connection with any of the purposes described in the immediately preceding paragraph of this Section, or (ii) to eliminate any inconsistency between such plat and this Declaration, any Supplemental Declaration or any Subdivision Declaration (including, for example, building setback distances); or (iii) to adjust boundaries between any portion of The Properties and any portion of a Golf Facility or Recreation Facility, provided that the Owner of any affected portion of The Properties not then owned by the Declarant consents to such plat re-recording.

Section 8. Contracts Made by the Association During the Declarant Control Period.

All Association contracts made during the Declarant Control Period which extend beyond the Declarant Control Period must meet at least one of the following criteria: (i) be for a term limited to two years or less; (ii) be terminable by the Association upon not more than ninety (90) days written notice; (iii) be commercially reasonable and made with an entity not affiliated with the Declarant; or (iv) be approved by the VA. Contracts between the Association and a "property manager" (as defined in the Bylaws) shall comply with the provisions of the Bylaws applicable to such contracts and not inconsistent with this Declaration.

Section 9. Conflict Between Declaration and Articles, Bylaws. Whenever there is a conflict between the provisions of this Declaration and the Articles or Bylaws, the provisions of this Declaration shall control, and whenever there is a conflict between the provisions of the Articles and Bylaws, the provisions of the Articles shall control.

Section 10. Assignment. The Declarant specifically reserves the right, in its sole discretion, at any time and from time to time, to temporarily or permanently assign any or all of its rights, privileges and powers under this Declaration or under any Supplemental Declaration or Subdivision Declaration.

Section 11. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner or in any proceeding brought by an Owner against the Association or any director or officer of the Association, the prevailing party shall be entitled to recover from the losing party the costs of such proceeding and such party's reasonable attorneys' fees, even if such proceeding is settled prior to any trial, judgment or appeal.

Section 12. Rule Against Perpetuities. If any provision of this Declaration violates any applicable Rule Against Perpetuities, such provisions shall be deemed reformed to continue in effect for the maximum period of time that such provision could exist without violating such applicable Rule Against Perpetuities.

Section 13. Rounding. Whenever any calculation required to be made under this Declaration (for example, in determining the number of Lots or Dwelling Units per acre, or the number of votes) results in a number other than a whole number, the number shall be rounded up or down in accordance with the following rules: (i) if the fractional portion of the number is 0.5 or more, it shall be rounded up to the nearest whole number; and (ii) if the fractional portion of the number is less than 0.5, it shall be rounded down to the nearest whole number, except that where the entire number is less than one (1), it shall be rounded up to one (1).

Section 14. Legal Requirements. This Declaration shall be subject to and construed in accordance with all applicable Legal Requirements. It shall be the responsibility of each Owner of any portion of The Properties to comply with all Legal Requirements applicable to such portion of The Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration has been given by the Declarant, the Association or the Architectural Approval Committee with respect to such portion of The Properties.

Section 15. Joinder of Declarant's Lenders.

(a) CIG International, Ltd., Agent, and Charles L. Steel, IV, Trustee, join in the execution of this Declaration for the purpose of acknowledging and agreeing that the lien of the deed of trust from Declarant to Charles L. Steel, IV, Trustee and CIG International Ltd., Agent, recorded in the Registry in Book 7411, Page 0785, as amended by a "First Modification Of Deed Of Trust And Security Agreement" recorded in the Registry in Book 7818, Page 0351, and as supplemented by a "Supplemental Deed Of Trust And Security Agreement" recorded in the Registry in Book 8029, Page 0555, all liens affecting The Properties contained in that certain "Assignment Of Agreements Affecting Real Estate" (for the purposes of this subparagraph (a), referred to as the "Assignment"), recorded in the Registry in Book 7411, Page 0827, and all liens against The Properties evidenced by Uniform Commercial Code Financing Statements in favor of CIG International, Ltd., Agent, filed in the Registry and in the office of the North Carolina Secretary of State as of the date of recordation of this Declaration in the Registry, is and shall be subject and subordinate to the terms of this Declaration with respect to all portions of The Properties subject to such liens, such that, upon any foreclosure or deed or other proceeding in lieu of foreclosure of the said deed of trust, or upon any other action taken to enforce any liens under the Assignment or any of the Uniform Commercial Code Financing Statements, this Declaration shall remain in force and effect with respect to all such portions of The Properties, and this Declaration shall not be void as a result of any such foreclosure, deed or other proceeding in lieu of foreclosure or other action. Until such time as it is revoked by an instrument recorded in the Registry, this acknowledgment and agreement shall remain in effect and apply to all Additional Property subject to any of the above-described liens that is annexed to this Declaration following the date of recordation of this Declaration in the Registry, whether or not CIG International, Ltd., Agent and Charles L. Steel, IV, Trustee, join in the execution of the Supplemental Declarations annexing such Additional Property.

(b) Harbourton Residential Capital Co., L.P., and J. Kenneth McLendon or Paula M. Morgan, Trustees (the signature of any one of said Trustees being sufficient), join in the execution of this Declaration for the purpose of acknowledging and agreeing that the lien of the deed of trust from Declarant to J. Kenneth McLendon or Paula M. Morgan, Trustees and Harbourton Residential Capital Co., L.P., recorded in the Registry in Book 7809, Page 0680, as supplemented by a "Supplemental Deed Of Trust, Security Agreement And Assignment Of Rents, Proceeds and Agreements" recorded in the Registry in Book 7912, Page 0417, and as further supplemented by a "Second Supplemental Deed Of Trust, Security Agreement And Assignment Of Rents, Proceeds And Agreements" recorded in the Registry in Book 8029, Page 0549, all liens affecting The Properties

contained in that certain "Assignment Of Lessor's Interest in Leases and Seller's Interest in Contracts of Sale" (for the purposes of this subparagraph (b), referred to as the "Assignment"), recorded in the Registry in Book 7809, Page 0719, and all liens against The Properties evidenced by Uniform Commercial Code Financing Statements in favor of Harbourton Residential Capital Co., L.P., filed in the Registry and in the office of the North Carolina Secretary of State as of the date of recordation of this Declaration in the Registry, is and shall be subject and subordinate to the terms of this Declaration with respect to all portions of The Properties subject to such liens, such that, upon any foreclosure or deed or other proceeding in lieu of foreclosure of the said deed of trust, or upon any other action taken to enforce any liens under the above-described Assignment or any of the Uniform Commercial Code Financing Statements, this Declaration shall remain in force and effect with respect to all such portions of The Properties, and this Declaration shall not be void as a result of any such foreclosure, deed or other proceeding in lieu of foreclosure or other action. Until such time as it is revoked by an instrument recorded in the Registry, this acknowledgment and agreement shall remain in effect and apply to all Additional Property subject to any of the above-described liens that is annexed to this Declaration following the date of recordation of this Declaration in the Registry, whether or not Harbourton Residential Capital Co., L.P. and J. Kenneth McLendon or Paula M. Morgan, Trustees, join in the execution of the Supplemental Declarations annexing such Additional Property.

(c) Residential Funding Corporation joins in the execution of this Declaration for the purpose of acknowledging and agreeing that whatever interest it has in the deed of trust and other instruments recorded in the Registry from the Declarant to Harbourton Residential Capital Co., L.P. as described in the immediately preceding subparagraph (b), such interest being evidenced by an "Assignment Of Beneficial Interest Under Deed Of Trust" (hereinafter referred to in this subparagraph (c) as the "Residential Funding Assignment") recorded in the Registry in Book 7840, Page 0864, also is and shall be subject and subordinate to the terms of this Declaration with respect to all portions of The Properties subject to such liens, such that, upon any foreclosure or deed or other proceeding in lieu of foreclosure of the said deed of trust, or upon any other action taken to enforce any liens under the Assignment described in the immediately preceding subparagraph (b), or any action taken to enforce any rights under the Residential Funding Assignment, or any of the Uniform Commercial Code Financing Statements, this Declaration shall remain in force and effect with respect to all such portions of The Properties, and this Declaration shall not be void as a result of any such foreclosure, deed or other proceeding in lieu of foreclosure or other action. Until such time as it is revoked by an instrument recorded in the Registry, this acknowledgment and agreement shall remain in effect and apply to all Additional Property subject to any of the above-described liens that is annexed to this Declaration following the date of recordation of this Declaration in the Registry, whether or not Residential Funding Corporation joins in the execution of the Supplemental Declarations annexing such Additional Property.

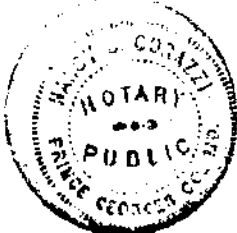
IN WITNESS WHEREOF, each person who is executing this instrument in an individual capacity has adopted the word "SEAL" beside his or signature below as his or her seal for the execution hereof, each corporate party who is executing this instrument has caused this instrument to be signed in its corporate name by its duly authorized officers and its corporate seal to be affixed hereto, all by authority of its Board of Directors duly given, each limited liability company party who is executing this Declaration has adopted the word "SEAL" appearing beside its name below as its seal for the execution of this Declaration, and has caused this Declaration to be executed in its company name by its duly authorized manager or general manager, and each general or limited partnership party who is executing this instrument has adopted the word "SEAL" appearing beside its name below as its seal for the execution of this Declaration, and has caused this Declaration to be executed in its partnership name by its duly authorized general partner or managing general partner, on the dates indicated in the respective acknowledgments of such signatures, the last date of which shall be the date of execution of this Declaration.

Wakefield Developers LLC, dba in North Carolina
as Wakefield Plantation Developers LLC (SEAL)

By: Brian D. Foster (SEAL)
General Manager

State of Maryland, County of Prince Georges PRINCE GEORGES

I, Nancy B. Corazzi, Notary Public of the
County and State aforesaid, certify that Brian D. Foster
General Manager of Wakefield Developers LLC, a Maryland limited liability company doing business
in North Carolina as Wakefield Plantation Developers LLC, personally appeared before me this day
and acknowledged that he is a General Manager of said company and that he executed this
Declaration on behalf of and as the act of the company by authority duly given. Witness my hand and
official stamp or seal, this 20th day of May, 1998.



Nancy B. Corazzi
Notary Public
My commission expires: July 16, 2001
Nancy B. Corazzi, Notary Public
Prince Georges County
State of Maryland
My Commission Expires July 16, 2001

Anvil Investments LLC (SEAL)

By: Timothy R. Smith (SEAL)
Manager

State of North Carolina, County of Wake

I, Vanessa T. Jenkins, Notary Public of the
County and State aforesaid, certify that Timothy R. Smith
Manager of Anvil Investments LLC, a North Carolina limited liability company, personally appeared
before me this day and acknowledged that he is a Manager of said company and that he executed this
Declaration on behalf of and as the act of the company by authority duly given. Witness my hand and
official stamp or seal, this 29 day of May, 1998.



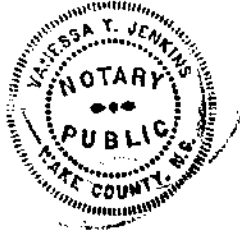
Vanessa T. Jenkins
Notary Public
My commission expires: 1-21-2003

BS/W LLC (SEAL)

By: Timothy R. Smith (SEAL)
Manager

State of North Carolina, County of Wake

I, Vanessa T. Jenkins, Notary Public of the
County and State aforesaid, certify that Timothy R. Smith,
Manager of BS/W LLC, a North Carolina limited liability company, personally appeared before me
this day and acknowledged that he is a Manager of said company and that he executed this
Declaration on behalf of and as the act of the company by authority duly given. Witness my hand and
official stamp or seal, this 29 day of May, 1998.



Vanessa T. Jenkins
Notary Public
My commission expires: 1-21-2003

PK8099PG0301

Declaration For Wakefield Plantation
Signature Pages

Solaris Development Corporation T/A
Sunstar Homes

Attest:

Halle P. Satterwhite
Secretary
(affix corporate seal here)

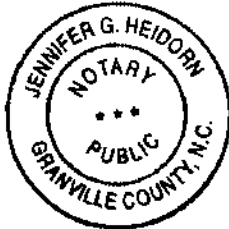
By: Lawrence J. White, PRES.
President



State of NORTH CAROLINA County of GRAVILL

I, JENNIFER G. HEIDORN, a Notary Public of the
County and State aforesaid, certify that LAWRENCE J. WHITE THOMAS A. SATTENWHITE
personally appeared before me this day and acknowledged that he/she is
Secretary of Solaris Development Corporation T/A Sunstar
Homes, a North Carolina corporation, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its corporate name by its
President, sealed with its corporate seal and attested by him/her as its
Secretary.

Witness my hand and official stamp or seal, this 29th day of May,
1998.



Jennifer G. Heidorn
Notary Public
My Commission Expires: 12-22-02

Declaration For Wakefield Plantation
Signature Pages

John Wieland Homes of North Carolina, Inc.

Attest:

Josephine E. Wilkins
Assistant Secretary
 (affix corporate seal here)



By: F. David St.
VICE President

State of North Carolina, County of Wake

I, W. Samuel Weathers, a Notary Public of the
 County and State aforesaid, certify that Josephine E. Wilkins
 personally appeared before me this day and acknowledged that he/she is
Assistant Secretary of John Wieland Homes of North Carolina, Inc., a
 North Carolina corporation, and that by authority duly given and as the act of the corporation, the
 foregoing instrument was signed in its corporate name by its Vice President,
 sealed with its corporate seal and attested by him/her as its Assistant
 Secretary.

Witness my hand and official stamp or seal, this 15th day of June,
 1998.

W. Samuel Weathers
 Notary Public
 My Commission Expires: 11/19/99



Centex Homes,
a Nevada General Partnership (SEAL)

By: Centex Real Estate Corporation,
a Nevada corporation, its managing
general partner

Attest:

Matt Mustina
Attest: Secretary
(affix corporate seal here)

By: E. Scott Batchelor
E. Scott Batchelor
Division President



State of North Carolina, County of Wake

I, Terri W. Robinson, a Notary Public of the
County and State aforesaid, certify that Matt Christensen
personally appeared before me this day and acknowledged that he/she is
Assistant Secretary of Centex Real Estate Corporation, a Nevada
corporation and managing general partner of Centex Homes, a Nevada general partnership, and that
by authority duly given and as the act of the corporation, acting as the managing general partner of
the general partnership, the foregoing instrument was signed in its corporate name by its Division
President, sealed with its corporate seal and attested by him/her as its
Assistant Secretary. Witness my hand and official stamp or
seal, this 2nd day of July, 1998.



Terri W. Robinson
Notary Public
My Commission Expires: _____

3K8099PG0304

Declaration For Wakefield Plantation
Signature Pages

Crosland Development Corporation

Attest:

Janel A. Krebs
Asst. Secretary
(affix corporate seal here)

By: [Signature]
VICE President



State of North Carolina County of Mecklenburg

I, Karen M. Laubach, a Notary Public of the
County and State aforesaid, certify that Janel A. Krebs
personally appeared before me this day and acknowledged that he/she is
Assistant Secretary of Crosland Development Corporation, a North
Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its corporate name by its Vice President, sealed
with its corporate seal and attested by him/her as its Assistant Secretary.

Witness my hand and official stamp or seal, this 10th day of June
1998.

Karen M. Laubach
Notary Public
My Commission Expires: _____



My Commission Expires: _____

CIG International, Ltd., Agent

Attest:

[Signature] Secretary

(affix corporate seal here)

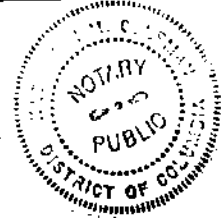
By: [Signature] PresidentState of _____ County of _____
or District of Columbia

I, Karadine M. Solomon, a Notary Public of the
County and State aforesaid, certify that [Signature]
personally appeared before me this day and acknowledged that he/she is
Assistant Secretary of CIG International, Ltd., Agent, a District of
Columbia corporation, and that by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its corporate name by its _____ President,
sealed with its corporate seal and attested by him/her as its _____
Secretary.

Witness my hand and official stamp or seal, this 20th day of May,
1998.

M. Coleman
Notary Public District of Columbia
My Commission Expires March 31, 2002

Karadine M. Solomon
Notary Public
My Commission Expires: _____



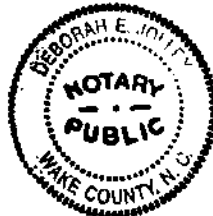
Charles L. Steel (SEAL)

Charles L. Steel, IV
Trustee

State of North Carolina, County of ~~Durham~~ Wake

I, Deborah E. Golley, a Notary Public of the County and State
aforesaid, certify that Charles L. Steel, IV, Trustee, personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27th day of May
1998.



Deborah E. Golley
Notary Public
My Commission Expires: 3-24-2001

BK 8099PG0307



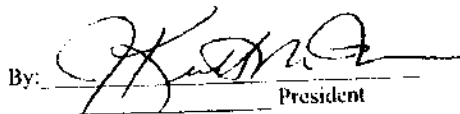
Declaration For Wakefield Plantation
Signature Pages

Harbourton Residential Capital Co., L.P. (SEAL)

By: Harbourton Residential Capital Corporation,
General Partner

Attest:

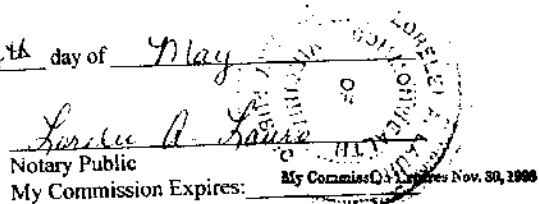

Assistant Secretary
(affix corporate seal here)

By: 
President

State of Virginia, County of FAIRFAX

I, Lorelei A. Laine, a Notary Public of the
County and State aforesaid, certify that ~~James Cluett~~
personally appeared before me this day and acknowledged that he/she is
Assistant Secretary of Harbourton Residential Capital Corporation, a
Delaware corporation and General Partner of Harbourton Residential Capital Co., L.P., and that by
authority duly given and as the act of the corporation, acting as the General Partner of Harbourton
Residential Capital Co., L.P., the foregoing instrument was signed in its corporate name by its
President, sealed with its corporate seal and attested by him/her as its
Assistant Secretary.

Witness my hand and official stamp or seal, this 28th day of May,
1998.


Lorelei A. Laine
Notary Public
My Commission Expires: Nov. 30, 1998

PK8099PG0308

Declaration For Wakefield Plantation
Signature Pages

(SEAL) or *J. Kenneth McLendon* (SEAL)
Paula M. Morgan
Trustee J. Kenneth McLendon
Trustee

State of Virginia, County of Farmington

I, Lorelei A. Leary, a Notary Public of the County and State
aforesaid, certify that Paula M. Morgan, Trustee, or J. Kenneth McLendon, Trustee,
personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of May
1998.

Lorelei A. Leary
Notary Public
My Commission Expires: Nov. 23, 1998

Declaration For Wakefield Plantation
Signature Pages

Residential Funding Corporation,
a Delaware corporation

not for use as a residential funding corporation
corporation seal here X

By: [Signature]
Name: DAVID H. PETERSON
Title: Executive Officer
Senior Officer
Junior Officer
X Director

(see copy of resolution attached hereto or, if none is attached hereto, see copy of resolution attached to the Deed Of Release recorded in the Wake County, North Carolina Registry in Book 8029, Page 0524).

State of Virginia, County of Fairfax

I, Lorelei A. Laura, a Notary Public of the County and State aforesaid certify that David H. Peterson personally appeared before me this day and acknowledged that he/she is a (check one) Executive Officer * or Senior Officer or Junior Officer of Residential Funding Corporation, a Delaware corporation, and that by authority duly given and as the act of the corporation, he/she signed the foregoing instrument in the corporate name, pursuant to authority and resolution of the Board of Directors. WITNESS my hand and notarial stamp or seal, this 21st day of May, 1998.

Lorelei A. Laura
Notary Public
My Commission expires: May 20, 1998

* or X Director

3K8099PG0310

RESIDENTIAL FUNDING CORPORATION

UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF MEETING OF BOARD OF DIRECTORS

January 20, 1995

The undersigned, being all the members of the board of directors of Residential Funding Corporation, a Delaware corporation (the "Corporation"), do hereby consent in writing that the following resolutions shall have the same force and effect as if adopted at a Meeting of the Board of Directors of the Corporation:

RESOLVED, that the instruments, documents or agreements relating to or affecting the property, business and affairs of the Corporation may be executed in the corporate name, with or without the corporate seal, by the individuals hereinafter designated. For purposes of these resolutions, the capitalized terms defined below shall have the following meanings:

"Associate" shall mean any employee of the Corporation that does not fall within the categories of Executive Officer, Senior Officer or Junior Officer.

"Executive Officer" shall mean, the Chairman of the Board, the Chief Executive Officer, the President or the Chief Financial Officer.

"Junior Officer" shall mean any Director, Vice President, Assistant Vice President or Associate Counsel.

"SBU" shall mean any Strategic Business Unit now existing or hereafter created by the Corporation.

"SBU Head" shall mean a Managing Director responsible for the management and affairs of a SBU or a SBU Service.

BK8099PG0311

"SBU Service" shall mean an area of the Corporation which provides corporate support for the SBUs.

"Senior Officer" shall mean any Managing Director, Executive Vice President, Senior Vice President, Treasurer, Secretary, or General Counsel.

- I. Executive Officers, acting together or alone, may execute any document on behalf of the Corporation.
- II. Senior Officers, acting together or alone, may execute:
 - A. certificates of redemption, assignments of sheriff's certificates, trust deeds and servicing agreements;
 - B. documents relating to the sale of loans or issuance of securities by the Corporation or any of its affiliates;
 - C. warehouse and term loan agreements and other similar financing arrangements (including commitment letters), and participation agreements under which RFC is the lender;
 - D. construction loan agreements and other similar financing arrangements (commitments) and participation agreements under which RFC is the lender;
 - E. seller/servicer contracts, selling and servicing agreements, commitment letters with customers, indemnification agreements, workout agreements and settlement agreements;
 - F. agreements with outside contractors or vendors for goods or services;
 - G. licenses (as necessary) under applicable state laws or regulations;
 - H. "doing business" qualification forms or annual reports;
 - I. computer technology leases, contracts or agreements and related services, including consulting agreements; and
 - J. any other instruments, documents or agreements that any Junior Officer is authorized to execute.
- III. Junior Officers, acting together or alone, may execute:

8099PG0312

- A. documents relating to foreclosures, REO dispositions, substitutions, pay-offs, satisfactions or releases;
- B. assignments of mortgages;
- C. note endorsements; and
- D. powers of attorney appointing an attorney to act in the place of the corporation including but not limited to when the corporation has been appointed at attorney by another entity and the corporation is delegating its authority as attorney to its attorney.

IV. An Executive Officer or a SBU Head may authorize and delegate any Senior Officer, Junior Officer or Associate to execute any of the instruments, documents or agreements listed in paragraphs II or III of this resolution or any other agreement by filing a written authorization with the Secretary or Assistant Secretary of the Corporation. Revocation of such authority shall likewise be filed with the Secretary or Assistant Secretary of the Corporation. These authorizations do not need to be approved by the Board of Directors.

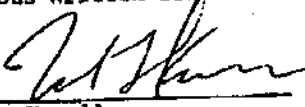
RESOLVED, that any Executive Officer, the Treasurer and the Controller of the Corporation be, and they hereby are authorized to sign any documents relating to the sale or pledge of mortgage-backed securities owned by the Corporation.

RESOLVED, that any actions of the Board of Directors, the Senior and Junior Officers, the Secretary or any Assistant Secretary of the Corporation in furtherance of the purposes of the foregoing resolutions, whether taken before or after the adoption of these resolutions are hereby approved, confirmed, ratified and adopted (if in furtherance of the purposes of these resolutions).

RESOLVED, that the foregoing resolution replaces any previous resolutions approved by the Board of Directors of the Corporation relating to the same subject matter.

WR099PG0313

IN WITNESS WHEREOF, the undersigned have executed this
Unanimous Written Consent as of the 20th day of January, 1995.


Mark L. Korell


Bruce J. Paradis


Davee L. Olson

8099PG0314

DECLARATION FOR WAKEFIELD PLANTATION
SIGNATURE PAGES

I hereby consent to the recordation of this Declaration.

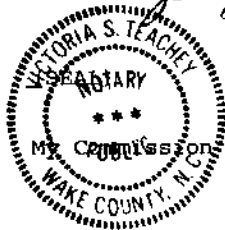
Ira J. Botvinick
Ira J. Botvinick
Deputy City Attorney
City of Raleigh

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Victoria S. Teachey, a Notary Public do
hereby certify that IRA J. BOTVINICK, Deputy City Attorney *
personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 7th
day of July, 1998.



Victoria S. Teachey
Notary Public

* City of Raleigh

8099PG0315

Declaration For Wakefield Plantation
Signature Pages

The foregoing certificates of Nancy B. Corazzi
Vanessa T. Jenkins
Jennifer G. Heidorn
W. Samuel Weathers
Terri W. Robinson
Karen M. Laubach, Kathleen M. Coleman
Deborah E. Jolley, Lois A. Lauro, Victoria S. Teachey

are certified to be correct. This instrument and this certificate are duly registered at the date and time
and in the Book and Page shown on the first page hereof.

Laura M. Riddick, Register of Deeds for Wake County, North Carolina

By: Cynthia J.
Deputy/Assistant Register of Deeds

EXHIBIT A

DESCRIPTION OF PROPERTY - DECLARANT PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, on the east side of Falls of Neuse Road (NC State Road 2000), in Wakefield Plantation, and being more particularly described as follows:

Property I:

Those Tracts or Parcels of real property identified as Lot 1, Lot 2, Lot 3 and Lot 5, containing a total of 201.14 acres, more or less, as shown on a plat entitled "Survey For WAKEFIELD, OWNER: ANVIL INVESTMENTS LLC, EXEMPT SUBDIVISION PLAT", prepared by C. Wayne Hyatt, Jr., Registered Land Surveyor for Derward W. Baker & Associates, P.A., dated March 27, 1997, and recorded in Book of Maps 1997, Pages 575 through 578, Wake County Registry, said plat being incorporated by reference as if fully set out herein. Property I having been conveyed to Wakefield Developers LLC by deed from Anvil Investments LLC recorded in Book 7411, Page 0766, Wake County Registry.

Property II:

ALL of those portions of the following tracts that were not previously conveyed by Anvil Investments LLC to Wakefield Developers LLC dba Wakefield Plantation Developers LLC as part of "Lot 2" described in the deed recorded in the Wake County, North Carolina Registry in Book 7411, Page 0766:

Tract 5 Phase 1, consisting of 15.59 acres, more or less, Tract 4A, consisting of 16.95 acres, more or less (excluding any portion thereof that is part of the South Reserve Area as shown on a plat recorded in the Wake County Registry in Book of Maps 1996, Page 1086, said plat being incorporated by reference as if fully set out herein), and Tract 4 Phase 1, consisting of 23.30 acres, more or less, as said tracts are shown on a plat by Withers & Ravenel Engineering & Surveying, Inc., entitled "TRACTS 4 & 5 PHASE 1, AND TRACT 4A, WAKEFIELD, OWNER: ANVIL INVESTMENTS LLC, RECOMBINATION AND EXEMPT SUBDIVISION

MAP", dated October 24, 1997, and recorded in the Wake County, North Carolina Registry in Book of Maps 1997, Pages 1957 and 1958, said plat being incorporated by reference as if fully set out herein. Property II having been conveyed to Wakefield Developers LLC by deed from Anvil Investments LLC recorded in the Wake County Registry in Book 7772, Page 0087, as corrected by Deed Of Correction recorded in Book 8099, Page 0176, Wake County Registry.

Property III:

BEING all of that certain tract and parcel of land in Wake County, North Carolina, and shown as the "South Reserve Area", containing 10.091 acres, more or less, according to a plat entitled "SURVEY FOR: WAKEFIELD OWNER: NORTH HILLS, INC. CITY OF RALEIGH. WAKE COUNTY, NORTH CAROLINA, SOUTH RESERVE AREA", recorded in Book of Maps 1996, Page 1086 in the office of the Register of Deeds, Wake County, North Carolina, Property III having been conveyed to Wakefield Developers by PF Properties, LLC, by deed recorded in the Wake County Registry in Book 7771, Page 0222.

Property IV:

ALL of those portions of the following tracts that were not previously conveyed by Anvil Investments LLC to Wakefield Developers LLC d/b/a Wakefield Plantation Developers LLC as part of "Lot 3" or "Lot 5" described in the deed recorded in the Wake County, North Carolina Registry in Book 7411, Page 0766:

1. Tract 2, Phase 1, consisting of 28.26 acres, more or less, as shown on a plat recorded in Book of Maps 1998, Page 333, Wake County Registry;
2. (i) Lot P-1, consisting of 6.54 acres, more or less; (ii) Lot E, Tract A, consisting of 1.04 acres, more or less; and (iii) Lot E, Tract C, consisting of 1.98 acres, more or less, as shown on a plat recorded in Book of Maps 1998, Page 347, Wake County Registry;
3. Lot A, Phase 1, consisting of 7.15 acres, more or less, as shown on a plat recorded in Book of Maps 1998, Page 443, Wake County Registry;
4. Lot L, Phase 1, consisting of 20.23 acres, more or less, as shown on a plat recorded in Book of Maps 1998, Page 444, Wake County Registry; and

5. Lot 23, consisting of 10.005 acres, more or less, as shown on a plat recorded in Book of Maps 1998, Pages 363-365, Wake County Registry.

Property IV having been conveyed to Wakefield Developers LLC by Anvil Investments LLC by deed recorded in Book 8029, Page 0543, Wake County Registry.

THE FOLLOWING DESCRIBED "EXCLUDED PROPERTY" IS EXCLUDED AND EXCEPTED FROM THE FOREGOING DESCRIBED PROPERTY I THROUGH PROPERTY IV:

Excluded Property I:

ALL of the following Parcels as shown on a plat by Withers & Ravenel Engineering & Surveying, Inc., entitled "TRACTS 4 & 5 PHASE 1, AND TRACT 4A, WAKEFIELD, OWNER: ANVIL INVESTMENTS LLC, RECOMBINATION AND EXEMPT SUBDIVISION MAP", dated October 24, 1997, and recorded in the Wake County, North Carolina Registry in Book of Maps 1997, Pages 1957 and 1958, said plat being incorporated by reference as if fully set out herein:

- Parcel 1 A Portion Of Lot 2, consisting of 0.018 acres, more or less;
- Parcel 2 A Portion Of Lot 2, consisting of 0.006 acres, more or less;
- Parcel 3 A Portion Of Lot 2, consisting of 12.75 acres, more or less;
- Parcel 4 A Portion Of Lot 2, consisting of 4.16 acres, more or less;
- Parcel 5 A Portion Of Lot 2, consisting of 0.73 acres, more or less; and
- Parcel 6 A Portion Of Lot 2, consisting of 1.54 acres, more or less,

Excluded Property I having been conveyed from Wakefield Developers LLC to Anvil Investments LLC by deed recorded in the Wake County Registry in Book 7772, Page 0092;

Excluded Property II:

1. All of the following "Areas" shown on a plat recorded in Book of Maps 1998, Pages 361-362, Wake County Registry:

- Area 1:** A portion of Lot 5, consisting of .911 acres, more or less; and
- Area 2:** A portion of Lot 5, consisting of 1.056 acres, more or less, and a portion of Lot 3, consisting of .317 acres, more or less;

2. All of the following "Areas" shown on a plat recorded in Book of Maps 1998, Pages 363-365, Wake County Registry:

- Area 3: Lot 21, consisting of 9.667 acres, more or less;
- Area 4: A portion of Lot 5, consisting of 1.643 acres, more or less;
- Area 6: A portion of Lot 22, consisting of 9.217 acres, more or less;
- Area 7: A portion of Lot 5, consisting of 16.179 acres, more or less;
- Area 8: A portion of Lot 23, consisting of 5.136 acres, more or less; and
- Area 9: A portion of Lot 5, consisting of 4.072 acres, more or less; and

3. Being all of Area 2, consisting of 4.42 acres, more or less, and comprising a portion of Lot E, Tract B, as shown on a plat recorded in Book of Maps 1998, Page 347, Wake County Registry.

Excluded Property II having been conveyed by Wakefield Developers LLC to Anvil Investments LLC by deed recorded in Book 8029, Page 0520, Wake County Registry;

Excluded Property III.

ALL of the Sunstar Property described on Exhibit A-3 attached hereto and incorporated by reference;

Excluded Property IV:

ALL of the Wieland Property described on Exhibit A-4 attached hereto and incorporated by reference; and

Excluded Property V:

All of the Centex Property described on Exhibit A-5 attached hereto and incorporated by reference.

NOTE: Excluding any consideration of acreage within publicly dedicated street rights of way, the total acreage of Property I plus Property II plus Property III plus Property IV, less Excluded Property I, Excluded Property II, Excluded Property III, Excluded Property IV and Excluded Property V, is approximately 78.965 acres.

EXHIBIT A-1

DESCRIPTION OF PROPERTY - ANVIL PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, on the east side of Falls of the Neuse Road (NC State Road 2000), in Wakefield Plantation, and being more particularly described as follows:

Being all of that certain tract or parcel of land designated as "Residential Division", containing 1.412.57 acres, more or less, according to a survey entitled "WAKEFIELD, OWNER: ANVIL INVESTMENTS LLC, CONTRACTUAL DIVISIONS", dated October 16, 1996, prepared by C. Wayne Hyatt, Jr., of Derward W. Baker & Associates, P.A., and more particularly described as follows:

Beginning at a one inch iron pipe located in the north bank of The Neuse River, said pipe having N.C. Grid Coordinates of North=796,593.66 and East=2,126,393.62, and being located South 40 degrees 49 minutes 17 seconds West 7833.31 feet horizontal ground distance (combined grid Factor 0.9999391, 7832.83 feet N.C. Grid Distance) from NCGS Monument Wakefield #14 having N.C. Grid Coordinates of North=802521.50880 and East=2131514.29471, NAD 1983 (the coordinates for said Beginning point being according to a survey by Richard Ellis Bullock, Jr. of Derward W. Baker & Associates, P.A., dated March 17, 1996, revised May 27, 1996, and entitled "WAKEFIELD, NORTH HILLS PROPERTIES, INC., SUBDIVISION SURVEY", File No. 431-B).

and running thence from said Point of Beginning

North 00 degrees 55 minutes 34 seconds East 60.06 feet to an existing iron pipe in the line of property in Highland Park Subdivision as shown on plat of survey recorded in Book of Maps 1970, Page 144, Wake County Registry;

thence with the property line of said Highland Park Subdivision two (2) lines as follows:

(1) North 00 degrees 55 minutes 34 seconds East 109.65 feet to a new iron pipe;

(2) North 00 degrees 55 minutes 34 seconds East 1597.28 feet to a new iron pipe, a new corner with the southwest corner of that 110.00 acre, more or less, tract labeled "School Division" (said property being as shown on a plat recorded in the Wake County Registry in Book of Maps 1996, Page 1756, and as described in a deed recorded in the Wake County Registry in Book 7250, Page 0366);

thence with the School Division tract, eleven (11) lines as follows:

- (1) South 89 degrees 04 minutes 26 seconds East 1972.12 feet to a point;
- (2) North 08 degrees 00 minutes 11 seconds West 41.75 feet to a point;
- (3) North 17 degrees 15 minutes 56 seconds East 223.40 feet to a point;
- (4) North 36 degrees 36 minutes 10 seconds West 126.85 feet to a point;
- (5) North 24 degrees 51 minutes 02 seconds East 91.24 feet to a point;
- (6) North 43 degrees 51 minutes 16 seconds West 62.73 feet to a point;
- (7) North 25 degrees 48 minutes 20 seconds East 148.90 feet to a point;
- (8) North 39 degrees 56 minutes 03 seconds West 100.10 feet to a point;
- (9) North 05 degrees 54 minutes 32 seconds East 127.75 feet to a point;
- (10) North 06 degrees 46 minutes 09 seconds East 164.41 feet to a point;
- (11) North 08 degrees 00 minutes 54 seconds East 232.79 feet to a point, a common corner

with the northeast corner of the School Division tract (on the southern margin of the right of way of Wakefield Pines Drive, a new 80 foot right of way as shown on the plat recorded in Book of Maps 1996, Page 1756, Wake County Registry);

thence with the northern boundary of the School Division tract (and also with the southern margin of the right of way of Wakefield Pines Drive), six (6) lines as follows:

- (1) along a curve to the right, having a radius of 1540.00 feet and a chord bearing and distance of North 39 degrees 06 minutes 18 seconds West 190.51 feet, an arc distance of 190.63 feet to a point;
- (2) North 35 degrees 33 minutes 32 seconds West 298.67 feet to a point;
- (3) along a curve to the left, having a radius of 1460.00 feet and a chord bearing and distance of North 39 degrees 56 minutes 32 seconds West 223.19 feet, an arc distance of 223.40 feet to a point;
- (4) North 44 degrees 19 minutes 33 seconds West 731.64 feet to a point;
- (5) along a curve to the left, having a radius of 1960.00 feet and a chord bearing and distance of North 49 degrees, 35 minutes 11 seconds West 359.41 feet, an arc distance of 359.91 feet to a point;
- (6) North 54 degrees 50 minutes 49 seconds West 359.77 feet to a point, a common corner with the northwest corner of the School Division tract on the eastern margin of the new portion of the right of way of Falls of the Neuse Road at its intersection with the southern margin of the right of way of Wakefield Pines Drive, said new portion being an additional 15 feet of right of way of Falls of the Neuse Road as dedicated on the plat recorded in Book of Maps 1996, Page 1756, Wake County Registry;

thence with the eastern margin of the new portion of the right of way of Falls of the Neuse Road, three (3) lines as follows:

- (1) South 45 degrees 56 minutes 19 seconds West 98.96 feet to a point;

- (2) South 41 degrees 48 minutes 44 seconds West 654.63 feet to a point;
- (3) South 41 degrees 29 minutes 14 seconds West 368.70 feet to a point;

thence leaving the eastern margin of the (new) right of way of Falls of the Neuse Road and running North 26 degrees 43 minutes 35 seconds East 28.00 feet to an existing iron pipe; thence North 12 degrees 16 minutes 15 seconds West 9.75 feet to an existing iron pipe located in the eastern margin of the (old 60 foot) right of way of Falls of the Neuse Road;

thence with said (old 60 foot) right of way of Falls of the Neuse Road, twenty-two (22) lines as follows:

- (1) North 41 degrees 29 minutes 14 seconds East 335.91 feet to an existing iron pipe;
- (2) North 41 degrees 48 minutes 44 seconds East 422.45 feet to a new iron pipe;
- (3) North 41 degrees 48 minutes 44 seconds East 232.77 feet to an existing iron pipe;
- (4) North 45 degrees 56 minutes 19 seconds East 443.37 feet to an existing iron pipe;
- (5) North 46 degrees 14 minutes 59 seconds East 266.74 feet to an existing iron pipe;
- (6) North 46 degrees 33 minutes 19 seconds East 202.52 feet to an existing iron pipe;
- (7) North 46 degrees 33 minutes 19 seconds East 60.00 feet to an existing concrete monument (a common corner with the southwest corner of the property acquired by Anvil Investments LLC by a deed recorded in Book 6794, Page 473, Wake County Registry and shown on plat of survey recorded in Book of Maps 1994, Page 886, Wake County Registry);
- (8) North 46 degrees 33 minutes 27 seconds East 332.26 feet to a new iron pipe;
- (9) thence along a curve to the left, having a radius of 1140.77 feet and a chord bearing and distance of North 39 degrees 07 minutes 11 seconds East 295.32 feet, an arc distance of 296.15 feet to a new iron pipe;
- (10) North 31 degrees 41 minutes 06 seconds East 217.04 feet to a new iron pipe;
- (11) along a curve to the left, having a radius of 3026.79 feet and a chord bearing and distance of North 27 degrees 12 minutes 42 seconds East 472.14 feet, an arc distance of 472.62 feet to a new iron pipe;
- (12) North 22 degrees 44 minutes 19 seconds East 335.56 feet to a new iron pipe;
- (13) along a curve to the right, having a radius of 9929.13 feet and a chord bearing and distance of North 24 degrees 20 minutes 32 seconds East 556.01 feet, an arc distance of 556.08 feet to an existing concrete monument (a common corner with the northwest corner of the property acquired by Anvil Investments LLC by a deed recorded in Book 6794, Page 473, Wake County Registry and shown on plat of survey recorded in Book of Maps 1994, Page 886, Wake County Registry);
- (14) along a curve to the right, having a radius of 9936.70 feet and a chord bearing and distance of North 26 degrees 45 minutes 27 seconds East 280.85 feet, an arc distance of 280.86 feet to an existing iron pipe;
- (15) North 27 degrees 34 minutes 05 seconds East 844.91 feet to an existing iron pipe;

(16) along a curve to the left, having a radius of 1040.85 feet and a chord bearing and distance of North 17 degrees 38 minutes 12 seconds East 359.03 feet, an arc distance of 360.83 feet to an existing iron pipe;

(17) North 07 degrees 42 minutes 18 seconds East 1459.57 feet to a new iron pipe;

(18) North 07 degrees 42 minutes 19 seconds East 63.71 feet to an existing iron pipe;

(19) along a curve to the left, having a radius of 680.00 feet and a chord bearing and distance of North 02 degrees 26 minutes 32 seconds West 239.60 feet, an arc distance of 240.86 feet to an existing iron pipe;

(20) North 12 degrees 35 minutes 22 seconds West 185.99 feet to an existing iron pipe;

(21) along a curve to the right, having a radius of 610.00 feet and a chord bearing and distance of North 08 degrees 51 minutes 33 seconds West 79.37 feet, an arc distance of 79.43 feet to an existing iron pipe;

(22) along a curve to the right, having a radius of 891.01 feet and a chord bearing and distance of North 03 degrees 55 minutes 32 seconds East 280.45 feet, an arc distance of 281.62 feet to an existing iron pipe, a corner with property owned now or formerly by Brandon;

thence with the property line of said property owned now or formerly by Brandon South 67 degrees 45 minutes 00 seconds East 416.90 feet to an existing iron pipe, a common corner with the property owned now or formerly by Brandon and with the southwest corner of that certain property designated as "North Reserve Area" on a plat recorded in the Wake County Registry in Book of Maps 1996, Page 1087;

thence with the line of said North Reserve Area, four (4) lines as follows:

(1) South 67 degrees 45 minutes 00 seconds East 800.00 feet to an existing iron pipe;

(2) North 22 degrees 15 minutes 00 seconds East 400.00 feet to an existing iron pipe;

(3) North 49 degrees 08 minutes 03 seconds West 791.21 feet to an existing iron pipe;

(4) North 66 degrees 35 minutes 20 seconds West 446.44 feet to an existing iron pipe on the eastern margin of the right of way of Falls of the Neuse Road;

thence with the eastern margin of the right of way of Falls of the Neuse Road North 25 degrees 50 minutes 53 seconds East 39.52 feet to an existing iron pipe on the eastern margin of the right of way of Falls of the Neuse Road;

thence leaving the eastern margin of the right of way of Falls of the Neuse Road and running North 46 degrees 24 minutes 12 seconds East 196.01 feet to an existing iron pipe; thence North 58 degrees 19 minutes 30 seconds East 208.61 feet to an existing iron pipe; thence North 56 degrees 49 minutes 49 seconds East 32.08 feet to a point; thence North 56 degrees 49 minutes 49 seconds East 33.46 feet to a point; thence North 59 degrees 03 minutes 11 seconds East 99.16 feet to a point; thence North 60 degrees 39 minutes 21 seconds East 316.34 feet to an existing iron pipe; thence North 73

degrees 37 minutes 02 seconds East 158.41 feet to an existing iron pipe; thence North 24 degrees 14 minutes 31 seconds West 39.53 feet to an existing iron pipe located in the Southern margin of the right of way of Old NC 98;

thence with the southern margin of the right of way of Old NC 98, North 69 degrees 00 minutes 24 seconds East 619.00 feet to an existing iron pipe;

thence leaving the southern margin of the right of way Old NC 98 and running South 61 degrees 36 minutes 37 seconds East 1384.85 feet to an existing concrete monument; thence South 61 degrees 38 minutes 39 seconds East 481.00 feet to an existing iron pipe; thence South 54 degrees 25 minutes 06 seconds East 420.20 feet to an existing iron pipe; thence South 54 degrees 24 minutes 58 seconds East 1554.66 feet to an existing iron pipe; thence South 89 degrees 33 minutes 20 seconds East 3.35 feet to an existing iron pipe located in the centerline of an existing twenty (20) foot Town of Wake Forest sewer easement;

thence with the centerline of said sewer easement ten (10) lines as follows:

- (1) South 15 degrees 10 minutes 59 seconds West 346.14 feet to a manhole lid;
- (2) South 06 degrees 15 minutes 00 seconds West 282.47 feet to a manhole lid;
- (3) South 14 degrees 49 minutes 06 seconds East 231.42 feet to a manhole lid;
- (4) South 13 degrees 08 minutes 16 seconds East 260.30 feet to a manhole lid;
- (5) South 18 degrees 24 minutes 54 seconds East 392.24 feet to a manhole lid;
- (6) South 22 degrees 06 minutes 28 seconds East 209.97 feet to a manhole lid;
- (7) South 25 degrees 10 minutes 39 seconds East 203.58 feet to a manhole lid;
- (8) South 71 degrees 22 minutes 39 seconds East 150.66 feet to a new iron pipe;
- (9) South 71 degrees 22 minutes 39 seconds East 79.48 feet to a manhole lid;
- (10) South 73 degrees 36 minutes 43 seconds East 89.32 feet to a point;

thence North 31 degrees 27 minutes 31 seconds East 156.64 feet to a point; thence North 50 degrees 26 minutes 55 seconds East 39.27 feet to a point; thence North 35 degrees 07 minutes 33 seconds East 200.17 feet to point; thence South 53 degrees 32 minutes 21 seconds East 99.46 feet to an existing iron pipe in the western margin of the right of way of Capital Boulevard (US Highway 1);

thence with the western margin of the right of way of Capital Boulevard (US Highway 1), ten (10) lines as follows:

- (1) South 03 degrees 30 minutes 22 seconds East 91.49 feet to a point;
- (2) South 02 degrees 05 minutes 26 seconds West 180.63 feet to a point;
- (3) South 11 degrees 24 minutes 56 seconds East 435.03 feet to a point;
- (4) South 13 degrees 32 minutes 41 seconds East 305.94 feet to a point;
- (5) South 19 degrees 02 minutes 12 seconds East 192.81 feet to a point;

- (6) South 07 degrees 37 minutes 04 seconds East 120.41 feet to a point;
- (7) South 10 degrees 58 minutes 56 seconds East 193.06 feet to a point;
- (8) South 15 degrees 13 minutes 34 seconds East 214.18 feet to a point;
- (9) South 01 degrees 52 minutes 01 seconds West 209.60 feet to a point;
- (10) South 29 degrees 06 minutes 37 seconds East 51.19 feet to a new iron pipe in the western margin of the right of way of Capital Boulevard (US Highway 1);

thence leaving the western margin of the right of way of Capital Boulevard (US Highway 1) and running South 78 degrees 41 minutes 04 seconds West 218.88 feet to a point; thence North 58 degrees 46 minutes 13 seconds West 137.18 feet to a point; thence North 79 degrees 51 minutes 59 seconds West 151.58 feet to a point; thence North 89 degrees 35 minutes 37 seconds West 1267.27 feet to a new iron pipe; thence South 52 degrees 48 minutes 48 seconds West 341.03 feet to a new iron pipe; thence South 29 degrees 25 minutes 55 seconds West 263.22 feet to a point; thence South 29 degrees 38 minutes 18 seconds West 156.18 feet to a point; thence South 23 degrees 12 minutes 23 seconds West 70.11 feet to a point; thence South 32 degrees 45 minutes 36 seconds West 513.77 feet to a new iron pipe; thence South 15 degrees 15 minutes 13 seconds West 914.06 feet to a new iron pipe; thence South 15 degrees 15 minutes 55 seconds West 634.99 feet to a new iron pipe; thence South 13 degrees 38 minutes 19 seconds West 799.79 feet to a new iron pipe; thence South 16 degrees 12 minutes 01 seconds West 431.73 feet to a new iron pipe; thence along a curve to the left, having a radius of 3987.02 feet and a chord bearing and distance of South 69 degrees 08 minutes 42 seconds West 1650.52 feet, an arc distance of 1662.54 feet to a new iron pipe; thence North 34 degrees 43 minutes 06 seconds West 389.67 feet to a new iron pipe; thence South 56 degrees 13 minutes 54 seconds West 117.18 feet to a new iron pipe; thence North 89 degrees 01 minutes 39 seconds West 191.75 feet to a new iron pipe; thence along a curve to the left, having a radius of 1406.56 feet and a chord bearing and distance of North 58 degrees 04 minutes 39 seconds West 482.42 feet, an arc distance of 484.82 feet to a new iron pipe; thence North 70 degrees 27 minutes 37 seconds West 164.90 feet to a new iron pipe; thence South 34 degrees 24 minutes 51 seconds West 240.53 feet to a new iron pipe; thence South 28 degrees 04 minutes 54 seconds West 917.39 feet to a new iron pipe; thence South 00 degrees 49 minutes 09 seconds East 265.75 feet to a new iron pipe; thence South 22 degrees 12 minutes 06 seconds East 240.83 feet to a new iron pipe; thence South 36 degrees 13 minutes 16 seconds East 1116.42 feet to a new iron pipe; thence South 86 degrees 30 minutes 40 seconds East 448.59 feet to a new iron pipe in the western line of the Carolina Power and Light Company Substation (see deed recorded in the Wake County Registry in Book 2835, Page 421, and see plat recorded in the Wake County Registry in Book of Maps 1989, Page 419);

thence four (4) lines with the Carolina Power and Light Company Substation property as follows:
(1) South 04 degrees 44 minutes 57 seconds West 582.48 feet to an existing concrete monument at the southwest corner of said Substation property;

(2) South 85 degrees 15 minutes 03 seconds East 1000.00 feet to an existing concrete monument at the southeast corner of said Substation property;

(3) North 04 degrees 44 minutes 57 seconds East 1000.00 feet to an existing concrete monument at the northeast corner of said Substation property;

(4) North 85 degrees 15 minutes 03 seconds West 387.64 feet to a new iron pipe in the northern boundary line of said Substation property;

thence leaving the northern boundary line of the Carolina Power and Light Company Substation property and running North 04 degrees 43 minutes 11 seconds East 788.69 feet to a new iron pipe; thence South 82 degrees 56 minutes 10 seconds East 279.29 feet to an new iron pipe; thence South 76 degrees 05 minutes 29 seconds East 282.10 feet to a new iron pipe; thence North 79 degrees 57 minutes 12 seconds East 264.33 feet to a new iron pipe; thence South 66 degrees 29 minutes 32 seconds East 204.00 feet to a new iron pipe; thence North 84 degrees 05 minutes 25 seconds East 158.09 feet to a new iron pipe; thence South 46 degrees 56 minutes 13 seconds East 205.59 feet to an existing iron pipe in the center line of Richland Creek;

thence with the center line of Richland Creek (the center line of the creek being the property line) as it meanders in a southerly direction along the following thirty (30) reference lines:

- (1) South 20 degrees 06 minutes 02 seconds West 2.08 feet to a point;
- (2) South 09 degrees 04 minutes 04 seconds East 77.76 feet to a point;
- (3) South 11 degrees 35 minutes 34 seconds West 88.67 feet to a point;
- (4) South 01 degrees 19 minutes 20 seconds East 48.92 feet to a point;
- (5) South 07 degrees 12 minutes 33 seconds West 143.80 feet to a point;
- (6) South 19 degrees 33 minutes 19 seconds West 78.02 feet to a point;
- (7) South 01 degrees 58 minutes 34 seconds West 27.70 feet to a point;
- (8) South 11 degrees 44 minutes 51 seconds East 73.68 feet to a point;
- (9) South 15 degrees 29 minutes 39 seconds West 103.23 feet to a point;
- (10) South 06 degrees 11 minutes 08 seconds East 89.52 feet to a point;
- (11) South 02 degrees 44 minutes 17 seconds West 51.97 feet to a point;
- (12) South 27 degrees 19 minutes 40 seconds West 54.61 feet to a point;
- (13) South 03 degrees 37 minutes 27 seconds East 73.98 feet to a point;
- (14) South 14 degrees 38 minutes 50 seconds West 69.19 feet to a point;
- (15) South 03 degrees 32 minutes 12 seconds East 78.13 feet to a point;
- (16) South 17 degrees 04 minutes 12 seconds West 39.56 feet to a point;
- (17) South 00 degrees 41 minutes 43 seconds West 85.63 feet to a point;
- (18) South 07 degrees 47 minutes 35 seconds West 47.24 feet to a point;
- (19) South 20 degrees 13 minutes 00 seconds West 33.31 feet to a point;
- (20) South 04 degrees 20 minutes 36 seconds East 61.06 feet to a point;
- (21) South 08 degrees 27 minutes 59 seconds West 70.70 feet to a point;

- (22) South 03 degrees 20 minutes 27 seconds West 51.76 feet to a point;
- (23) South 12 degrees 02 minutes 25 seconds West 180.38 feet to a point;
- (24) South 08 degrees 58 minutes 42 seconds West 144.13 feet to a point;
- (25) South 10 degrees 36 minutes 44 seconds West 149.77 feet to a point;
- (26) South 18 degrees 33 minutes 09 seconds West 55.51 feet to a point;
- (27) South 07 degrees 28 minutes 29 seconds West 165.64 feet to a point;
- (28) South 31 degrees 24 minutes 54 seconds West 37.32 feet to a point;
- (29) South 13 degrees 27 minutes 53 seconds West 103.53 feet to a point;
- (30) South 34 degrees 17 minutes 25 seconds West 45.45 feet to a point in the center line of

Richland Creek;

thence leaving the centerline of Richland Creek and running South 55 degrees 36 minutes 33 seconds East 13.48 feet to an existing iron pipe; thence South 31 degrees 14 minutes 12 seconds West 250.71 feet to an existing iron pipe; thence South 05 degrees 51 minutes 32 seconds East 338.39 feet to an existing iron pipe in the northern boundary line of property owned now or formerly by Benchmark Carolina Aggregates, Inc.;

thence with the northern boundary line of the property owned now or formerly by Benchmark Carolina Aggregates, Inc. nine (9) lines as follows:

- (1) North 80 degrees 13 minutes 53 seconds West 229.95 feet to an existing iron pipe;
- (2) North 80 degrees 33 minutes 21 seconds West 50.60 feet to an existing concrete monument;
- (3) North 80 degrees 25 minutes 46 seconds West 245.23 feet to an existing iron pipe;
- (4) North 80 degrees 25 minutes 10 seconds West 375.95 feet to an existing iron pipe;
- (5) North 80 degrees 26 minutes 02 seconds West 339.15 feet to an existing iron pipe;
- (6) North 80 degrees 25 minutes 41 seconds West 408.63 feet to an existing iron pipe;
- (7) North 80 degrees 25 minutes 55 seconds West 122.07 feet to an existing iron pipe;
- (8) South 13 degrees 28 minutes 50 seconds West 382.09 feet to an existing iron pipe found at or near the north bank of the Neuse River;
- (9) South 37 degrees 25 minutes 48 seconds West 83.64 feet to a point in the center line of the Neuse River;

thence with the center line of the Neuse River (the center line of the river being the property line) as it meanders in a westerly direction, along the following eight (8) reference lines:

- (1) North 52 degrees 34 minutes 12 seconds West 47.10 feet to a point;
- (2) North 62 degrees 44 minutes 37 seconds West 412.47 feet to a point;
- (3) North 67 degrees 28 minutes 01 seconds West 621.06 feet to a point;
- (4) North 76 degrees 03 minutes 53 seconds West 212.86 feet to a point;
- (5) North 86 degrees 49 minutes 11 seconds West 226.95 feet to a point;

- (6) South 83 degrees 48 minutes 17 seconds West 201.12 feet to a point;
- (7) South 71 degrees 46 minutes 29 seconds West 340.95 feet to a point;
- (8) South 82 degrees 49 minutes 54 seconds West 198.01 feet to a point in the centerline of the Neuse River, said point being a common corner with the southeast corner of that property designated as "South Reserve Area" on a plat recorded in the Wake County Registry in Book of Maps 1996, Page 1086;

thence with the boundary of the South Reserve Area property, twenty-five (25) lines as follows:

- (1) North 11 degrees 30 minutes 48 seconds West 197.13 feet to a point;
- (2) North 87 degrees 21 minutes 27 seconds West 73.64 feet to a point;
- (3) North 03 degrees 01 minutes 08 seconds East 242.41 feet to a point;
- (4) North 03 degrees 15 minutes 10 seconds East 90.22 feet to a point;
- (5) North 18 degrees 39 minutes 49 seconds West 85.50 feet to a point;
- (6) North 12 degrees 29 minutes 51 seconds East 159.95 feet to a point;
- (7) North 16 degrees 31 minutes 55 seconds West 88.75 feet to a point;
- (8) North 11 degrees 49 minutes 03 seconds West 98.50 feet to a point;
- (9) North 00 degrees 06 minutes 49 seconds East 71.75 feet to a point;
- (10) North 35 degrees 43 minutes 20 seconds East 55.89 feet to a point;
- (11) South 89 degrees 55 minutes 24 seconds East 170.25 feet to a point;
- (12) North 09 degrees 13 minutes 07 seconds East 496.55 feet to a point;
- (13) North 80 degrees 26 minutes 43 seconds West 720.01 feet to a point;
- (14) South 09 degrees 33 minutes 17 seconds West 520.11 feet to a point;
- (15) South 80 degrees 26 minutes 43 seconds East 506.96 feet to a point;
- (16) South 09 degrees 26 minutes 28 seconds West 44.98 feet to a point;
- (17) South 23 degrees 20 minutes 43 seconds West 93.67 feet to a point;
- (18) South 11 degrees 52 minutes 45 seconds East 93.01 feet to a point;
- (19) South 14 degrees 14 minutes 56 seconds East 102.49 feet to a point;
- (20) South 13 degrees 58 minutes 03 seconds West 136.56 feet to a point;
- (21) South 10 degrees 34 minutes 59 seconds East 112.76 feet to a point;
- (22) South 07 degrees 55 minutes 17 seconds West 84.27 feet to a point;
- (23) South 02 degrees 23 minutes 11 seconds East 291.32 feet to a point;
- (24) South 89 degrees 13 minutes 49 seconds East 85.76 feet to a point;
- (25) South 01 degrees 56 minutes 22 seconds East 145.76 feet to a point in the centerline of the Neuse River, a common corner with the southwest corner of the South Reserve Area property;

thence with the center line of the Neuse River (the center line of the river being the property line) as it meanders in a westerly direction, along the following seven (7) reference lines:

- (1) South 82 degrees 49 minutes 54 seconds West 66.08 feet to a point;
- (2) North 74 degrees 27 minutes 07 seconds West 82.98 feet to a point;

- (3) North 52 degrees 09 minutes 49 seconds West 216.20 feet to a point;
- (4) North 36 degrees 04 minutes 28 seconds West 378.47 feet to a point;
- (5) North 44 degrees 18 minutes 05 seconds West 896.07 feet to a point;
- (6) North 54 degrees 28 minutes 44 seconds West 406.80 feet to a point;
- (7) North 46 degrees 16 minutes 23 seconds West 168.56 feet to a point in the centerline of the Neuse River;

thence leaving the centerline of the Neuse River and running North 43 degrees 43 minutes 21 seconds East 66.94 feet to the point and place of Beginning.

(In addition to the survey referenced above and the recorded plats referenced in the foregoing property description, for further reference, see the survey entitled "Wakefield, North Hills Property, Inc., Wake County, North Carolina", dated March 17, 1996, revised May 27, 1996, prepared by Richard Ellis Bullock, Registered Land Surveyor, of Derward W. Baker & Associates, P.A.)

The "Residential Division" Tract contains 1,412.57 acres, more or less.

THE FOLLOWING DESCRIBED "EXCLUDED PROPERTY" IS EXCLUDED AND EXCEPTED FROM THE FOREGOING DESCRIBED PROPERTY:

Excluded Property I:

ALL of that real property conveyed by Anvil Investments to Wakefield Developers LLC by deed recorded in Book 7411, Page 0766, Wake County Registry.

Excluded Property II:

ALL of that real property conveyed by Anvil Investments to Wakefield Developers LLC by deed recorded in Book 7772, Page 0087, Wake County Registry, as corrected by Deed Of Correction recorded in Book 8099, Page 0176, Wake County Registry.

Excluded Property III:

ALL of that real property conveyed by Anvil Investments to Wakefield Developers LLC by deed recorded in Book 8029, Page 0543, Wake County Registry.

PROVIDED, HOWEVER, THE FOLLOWING DESCRIBED REAL PROPERTY CONVEYED FROM WAKEFIELD DEVELOPERS LLC TO ANVIL INVESTMENTS LLC IS EXCEPTED AND EXCLUDED FROM THE DESCRIPTIONS OF THE REAL PROPERTY DESCRIBED IN EXCLUDED PROPERTY I, EXCLUDED PROPERTY II AND EXCLUDED PROPERTY III:

A. ALL of that real property conveyed by Wakefield Developers LLC to Anvil Investments LLC by deed recorded in Book 7772, Page 0092, Wake County Registry; and

B. ALL of that real property conveyed by Wakefield Developers LLC to Anvil Investments LLC by deed recorded in Book 8029, Page 0520, Wake County Registry.

Excluded Property IV:

ALL of that real property identified as "AREA #3 288545 SF/6.62 AC.", consisting of 6.62 acres, more or less, as shown on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc. entitled "WAKEFIELD PLANTATION LOT #25 & LOT #27 OWNER: ANVIL INVESTMENTS LLC & BS/W LLC", dated May 6, 1998, and recorded in Book of Maps 1998, Page 892, Wake County Registry, and conveyed by Anvil Investments LLC to BS/W LLC by deed recorded in Book 8062, Page 1981, Wake County Registry, said plat and deed being incorporated by reference as if fully set out herein.

Excluded Property V:

ALL of that real property formerly owned by Anvil Investments LLC that is part of the real property identified as "APARTMENT-5" 982332SF/22.55 AC.", consisting of a total of 22.55 acres, more or less, on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD PLANTATION LOT #25 & LOT #27 OWNER: ANVIL INVESTMENTS LLC & BS/W LLC", dated May 6, 1998, and recorded in Book of Maps 1998, Page 892, Wake County Registry, and conveyed by Anvil Investments LLC to CIG International, Ltd. by deed recorded in Book 8062, Page 1975, Wake County Registry, said plat and deed being incorporated by reference as if fully set out herein, the portion formerly owned by Anvil Investments LLC consisting of 18.55 acres (which 18.55 acres is all of said APARTMENT-5 property other than "Area 1" as shown on the foregoing recording plat, "Area 1" having formerly been owned by BS/W LLC).

Excluded Property VI:

A. ALL of that real property identified as "Greenway # 1, 7, 9", consisting of 1114641 square feet (25.59 acres), more or less, as said property is shown on a plat by Jimmy E. Bass, Registered Land Surveyor or Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD GREENWAY # 1, 7, 9 OWNER: ANVIL INVESTMENTS LLC PLAT OF SUBDIVISION", dated January 22, 1998, and recorded in the Wake County Registry in Book of Maps 1998, Pages 445 and 446, said plat being incorporated by reference as if fully set out herein.

B. ALL of that real property identified as "Greenway # 8", consisting of three areas as follows: (i) 1095897 square feet (25.18 acres), more or less; (ii) 52922 square feet (1.21 acres), more or less; and (iii) 875218 square feet (20.09 acres), more or less, as said property is shown on a plat by Jimmy E. Bass, Registered Land Surveyor or Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD GREENWAY # 8 OWNER: ANVIL INVESTMENTS LLC PLAT OF SUBDIVISION", dated January 16, 1998, and recorded in the Wake County Registry in Book of Maps 1998, Pages 447 and 448, said plat being incorporated by reference as if fully set out herein.

Excluded Property VII:

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, in/near the Wakefield Plantation development, and being more particularly described as follows:

BEGINNING at a point located North 85 degrees 26 minutes 33 seconds West 1920.35 feet (ground distance) from NCGS Monument Wakefield #14, said Monument having North Carolina Grid Coordinates of N=802521.5088, E=2131514.2947, NAD 1983, Combined Grid Factor 0.9999391, said Beginning Point being in the line of property owned now or formerly by Anvil Investments LLC; thence from said point of Beginning running the following 39 lines:

- (1) North 05 degrees 20 minutes 01 seconds West 51.20 feet;
- (2) South 80 degrees 01 minutes 08 seconds East 39.14 feet;
- (3) South 56 degrees 29 minutes 46 seconds East 40.85 feet;
- (4) South 75 degrees 18 minutes 57 seconds East 125.19 feet;
- (5) North 73 degrees 48 minutes 52 seconds East 107.01 feet;
- (6) North 69 degrees 06 minutes 04 seconds East 122.48 feet;
- (7) North 66 degrees 16 minutes 41 seconds East 80.78 feet;
- (8) North 38 degrees 51 minutes 16 seconds East 44.12 feet;
- (9) South 77 degrees 31 minutes 05 seconds East 71.96 feet;
- (10) South 87 degrees 46 minutes 28 seconds East 112.65 feet;
- (11) North 72 degrees 43 minutes 08 seconds East 71.97 feet;
- (12) South 55 degrees 47 minutes 54 seconds East 80.05 feet;

- (13) South 01 degrees 05 minutes 47 seconds West 43.69 feet;
- (14) South 00 degrees 32 minutes 59 seconds West 71.82 feet;
- (15) South 00 degrees 08 minutes 49 seconds East 65.23 feet;
- (16) South 00 degrees 33 minutes 48 seconds West 56.46 feet;
- (17) South 27 degrees 57 minutes 28 seconds West 35.61 feet;
- (18) South 81 degrees 07 minutes 17 seconds West 20.58 feet;
- (19) South 53 degrees 03 minutes 33 seconds West 66.71 feet;
- (20) South 46 degrees 46 minutes 25 seconds West 36.64 feet;
- (21) South 39 degrees 48 minutes 07 seconds West 122.12 feet;
- (22) South 24 degrees 58 minutes 07 seconds West 92.82 feet;
- (23) South 08 degrees 52 minutes 36 seconds West 80.06 feet;
- (24) South 23 degrees 39 minutes 46 seconds West 98.50 feet;
- (25) North 88 degrees 43 minutes 36 seconds West 55.60 feet;
- (26) South 52 degrees 52 degrees 08 seconds West 57.33 feet;
- (27) South 64 degrees 53 minutes 32 seconds West 117.02 feet;
- (28) South 48 degrees 28 minutes 02 seconds West 28.54 feet;
- (29) South 85 degrees 21 minutes 50 seconds West 38.33 feet;
- (30) North 44 degrees 59 minutes 05 seconds West 47.18 feet;
- (31) North 00 degrees 00 minutes 00 seconds East 24.72 feet;
- (32) North 32 degrees 57 minutes 29 seconds East 92.44 feet;
- (33) North 17 degrees 30 minutes 48 seconds East 131.31 feet;
- (34) North 15 degrees 56 minutes 42 seconds West 43.60 feet;
- (35) North 54 degrees 51 minutes 14 seconds West 81.58 feet;
- (36) North 83 degrees 59 minutes 09 seconds West 70.81 feet;
- (37) North 70 degrees 00 minutes 28 seconds West 57.84 feet;
- (38) North 09 degrees 36 minutes 33 seconds West 155.43 feet; and
- (39) North 29 degrees 30 minutes 02 seconds West 198.08 feet to the Point of Beginning.

and containing a total of 376964 square feet (8.65 acres), more or less, as shown on a Preliminary Plat by Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD PLANTATION LAKE", dated June 30, 1998 (CAD FILE BD_98, Project No. 97167).

NOTE: The total acreage of the Anvil Property, excluding publicly dedicated street rights-of-way, and excluding all of the real property excluded by Excluded Property I, Excluded Property II, Excluded Property III, Excluded Property IV, Excluded Property V, Excluded Property VI and Excluded Property VII, is approximately 1.082.44 acres.

EXHIBIT A-2

DESCRIPTION OF PROPERTY - BS/W PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, on the east side of Falls of the Neuse Road (NC State Road 2000), in Wakefield Plantation, and being more particularly described as follows:

Property I:

All of that certain tract or parcel of land shown as "NORTH RESERVE AREA" containing 10.089 acres, according to plat entitled "SURVEY FOR WAKEFIELD PROSPECTIVE OWNER: BS/W LLC CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA NORTH RESERVE AREA", recorded in Book of Maps 1996, Page 1087, Wake County Registry, North Carolina, EXCLUDING AND EXCEPTING FROM THE FOREGOING DESCRIBED PROPERTY THE FOLLOWING DESCRIBED "EXCLUDED PROPERTY I":

Excluded Property I:

ALL of "Area 1", consisting of 4.00 acres, more or less, as shown on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD PLANTATION LOT #25 & LOT #27 OWNER: ANVIL INVESTMENTS LLC & BS/W LLC", dated May 6, 1998, and recorded in Book of Maps 1998, Page 892, Wake County Registry, Area 1 having been conveyed by BS/W LLC to CIG International, Ltd. by deed recorded in Book 8062, Page 1975, Wake County Registry, said plat and deed being incorporated by reference as if fully set out herein.

Property II:

ALL of that real property identified as "AREA #3 288545 SF/6.62 AC.", consisting of 6.62 acres, more or less, as shown on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc. entitled "WAKEFIELD PLANTATION LOT #25 & LOT #27 OWNER: ANVIL INVESTMENTS LLC & BS/W LLC", dated May 6, 1998, and recorded in Book of Maps 1998, Page 892, Wake County Registry, and conveyed to BS/W LLC by Anvil Investments LLC by deed recorded in Book 8062, Page 1981, Wake County Registry, said plat and deed being incorporated by reference as if fully set out herein.

NOTE: The total acreage of the BS/W Property is approximately 12.71 acres.

EXHIBIT A-3**DESCRIPTION OF PROPERTY - SUNSTAR PROPERTY**

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

ALL of Tract 5 Phase 1, consisting of 15.59 acres, more or less, all of Tract 4A, consisting of 16.95 acres, more or less, and all of Tract 4 Phase 1, consisting of 23.39 acres, more or less, as said tracts are shown on a plat by Withers & Ravenel Engineering & Surveying, Inc., entitled "TRACTS 4 & 5 PHASE 1, AND TRACT 4A, WAKEFIELD, OWNER: ANVIL INVESTMENTS LLC, RECOMBINATION AND EXEMPT SUBDIVISION MAP", dated October 24, 1997, and recorded in the Wake County, North Carolina Registry in Book of Maps 1997, Pages 1957 and 1958, said plat being incorporated by reference as if fully set out herein.

NOTE: The total acreage of the Sunstar Property, excluding publicly dedicated street rights-of-way, is approximately 55.74 acres.

EXHIBIT A-4

DESCRIPTION OF PROPERTY - WIELAND PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, in Wakefield Plantation, and being more particularly described as follows:

Lot Nos. 2025, 2036, 2043, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2055, 2056, 2057, 2058, 2062, 2063, 2064, 2065, 2066, 2067, 2070 and 2071 in Wakefield Plantation, as said Lots are shown on a plat by Jimmy E. Bass, R.L.S., of Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD, TRACT 1, PHASE 1, OWNER: WAKEFIELD DEVELOPERS, LLC, SUBDIVISION MAP", dated January 9, 1998, and recorded in the Wake County, North Carolina Registry in Book of Maps 1998, Page 292, said plat being incorporated by reference as if fully set out herein.

NOTE: The total acreage of the foregoing Wieland Property is approximately 7.66 acres.

NOTE: The remaining Lots shown on the plat recorded in the Wake County Registry, North Carolina in Book of Maps 1998, Page 292, are part of the Declarant Property described on Exhibit A.

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Declaration For Wakefield Plantation
Exhibit Page 21

EXHIBIT A-5

DESCRIPTION OF PROPERTY - CENTEX PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

ALL of Tract 2, Phase 1 of Wakefield, consisting of 28.26 acres, more or less, as shown on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc., dated December 4, 1997, entitled "TRACT 2, PHASE 1, WAKEFIELD, RECOMBINATION PLAT", and recorded in the Wake County, North Carolina Registry in Book of Maps 1998, Page 333, said plat being incorporated by reference as if fully set out herein.

EXHIBIT A-6

DESCRIPTION OF PROPERTY - CROSLAND PROPERTY

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

ALL of that real property identified as "APARTMENT-5" 982332SF/22.55 AC.", consisting of a total of 22.55 acres, more or less, on a plat by Jimmy E. Bass, Registered Land Surveyor, of Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD PLANTATION LOT #25 & LOT #27 OWNER: ANVIL INVESTMENTS LLC & BS/W LLC", dated May 6, 1998, and recorded in Book of Maps 1998, Page 892, Wake County Registry.

EXHIBIT B**DESCRIPTION OF PROPERTY - DECLARANT ADDITIONAL PROPERTY**

(All Recording References Are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

Property I:

Lying and being in the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

ALL of "Lot 1", containing 458.58 acres, more or less, and all of "Lot 2", containing 43.38 acres, more or less, as said Lots are shown on a plat by Miles O. McCall, II. of The John R. McAdams Company, Inc., entitled "WAKEFIELD COMMERCIAL DIVISION SUBDIVISION & RECOMBINATION PLAT", dated January 9, 1998, and recorded in the Wake County, North Carolina Registry in Book of Maps 1998, Pages 280 through 282, said plat being incorporated by reference as if fully set out herein.

Property II:

Lying and being in Wake County, North Carolina, and being more particularly described as follows:

Beginning at a concrete monument located 127.60 feet south of the southern edge of the right-of-way of Old N.C. Highway 98 (SR# 1967), said point also being the southwest corner of property of Paul B. Bunn and Mary F. Etal, as recorded in Wake County Deed Book 4750, page 87, and also being located South 15 degrees 05 minutes 15 seconds East 93.54 feet from NCGS monument "FN-7" which has North Carolina Grid (NAD 83) coordinates of North=807,402.811 and East=2,127,458.294; thence from said beginning point, along the southern boundary of aforementioned property of Paul B. Bunn and Mary F. Etal, South 70 degrees 19 minutes 03 seconds East 388.03 feet to a concrete monument, thence North 87 degrees 03 minutes 38 seconds East 1458.23 feet to an iron pipe, thence South 53 degrees 04 minutes 01 seconds East 101.16 feet to an iron pipe in the western edge of the right-of-way of Falls of Neuse Road (SR# 2000), said point also being the southeast corner of property of Charles T. Holden, as recorded in Wake County Deed Book 6459, page 208; thence along the western edge of the right-of-way of Falls of Neuse Road (SR# 2000), along a curve to the left, having a radius of 951.01 feet and a chord bearing of South 03

degrees 34 minutes 03 seconds West a chord distance of 287.59 feet, an arc distance of 288.69 feet to an iron pipe; thence along a curve to the left, having a radius of 670.00 feet and a chord bearing of South 08 degrees 51 minutes 33 seconds East a chord distance of 87.18 feet, an arc distance of 87.24 feet to an iron pipe; thence South 12 degrees 35 minutes 22 seconds East 185.99 feet to an iron pipe; thence along a curve to the right, having a radius of 620.00 feet and a chord bearing of South 02 degrees 26 minutes 32 seconds East a chord distance of 218.46 feet, an arc distance of 219.61 feet to an iron pipe; thence South 07 degrees 42 minutes 18 seconds West 236.83 feet to an iron pipe and also being the northeast corner of WAKEFIELD PHASE 2, as recorded in Wake County Book of Maps 1995, page 740; thence along the northern boundary of WAKEFIELD PHASE 2 North 70 degrees 57 minutes 34 seconds West 650.89 feet to an iron pipe; thence South 85 degrees 51 minutes 42 seconds West 512.42 feet to an iron pipe in the eastern edge of the right-of-way of Wakefalls Drive; thence South 79 degrees 37 minutes 08 seconds West 50.00 feet to an iron pipe in the western edge of the right-of-way of Wakefalls Drive; thence North 10 degrees 22 minutes 52 seconds West 72.58 feet to an iron pipe; thence South 65 degrees 47 minutes 26 seconds West 540.79 feet to an iron pipe in the eastern boundary of property of Vera T. Crutchfield, as recorded in Wake County Deed Book 857, page 495, and Wake County Book of Maps 1990, page 927; thence along the eastern boundary of said property North 03 degrees 09 minutes 11 seconds West 421.38 feet to a concrete monument, said point also being the northeast corner of property of Vera T. Crutchfield; thence along the northern boundary of said property South 88 degrees 27 minutes 47 seconds West 313.32 feet to an iron pipe, said point also being the northwest corner of property of Vera T. Crutchfield; thence along the western boundary of said property South 03 degrees 10 minutes 00 seconds East 836.80 feet to an iron pipe, said point being the southwest corner of property of Vera T. Crutchfield; thence along the southern boundary of said property North 88 degrees 29 minutes 05 seconds East 302.52 feet to an iron pipe in the western boundary of WAKEFIELD PHASE 2, said point also being the southeast corner of property of Vera T. Crutchfield; thence along the western boundary of WAKEFIELD PHASE 2 South 01 degrees 19 minutes 21 seconds East 15.00 feet to an iron pipe in the northern edge of the right-of-way of Mountain High Road; thence South 01 degrees 26 minutes 10 seconds East 50.00 feet to an iron pipe in the southern edge of the right-of-way of Mountain High Road; thence along the southern edge of the right-of-way of Mountain High Road North 88 degrees 33 minutes 50 seconds East 2.37 feet to an iron pipe; thence along a curve to the left, having a radius of 350.00 feet and a chord bearing of North 80 degrees 03 minutes 48 seconds East a chord distance of 103.47 feet, an arc distance of 103.85 feet to an iron pipe; thence North 71 degrees 33 minutes 45 seconds East 163.63 feet to an iron pipe, said point being the northwest corner of Lot 37 WAKEFIELD PHASE 2, thence along the western boundary of WAKEFIELD PHASE 2 South 03 degrees 22 minutes 09 seconds East 543.39 feet to an iron pipe, said point being the southwest corner of Lot 36 and the northwest corner of Lot 35 WAKEFIELD PHASE 2; thence South 33 degrees 23 minutes 43 seconds West 309.36 feet to an iron pipe, said point being the southwest corner of Lot 35 and the northwest corner of Lot 34 WAKEFIELD PHASE 2; thence South 09 degrees 13 minutes 43 seconds West 319.75 feet to an iron pipe, said

point being the southwest corner of Lot 34 and the northeast corner of Lot 33 WAKEFIELD PHASE 2; thence South 75 degrees 06 minutes 43 seconds West 461.55 feet to an iron pipe, said point being the northwest corner of Lot 33 and the northeast corner Lot 32 WAKEFIELD PHASE 2; thence South 84 degrees 07 minutes 55 seconds West 654.41 feet to an iron pipe, said point being the northwest corner of Lot 32 WAKEFIELD PHASE 2 and the northeast corner of Lot 19 WAKEFIELD PHASE 1, as recorded in the Wake County Book of Maps 1993, page 1493; thence along the northern boundary of WAKEFIELD PHASE 1 South 63 degrees 59 minutes 01 seconds West 150.06 feet to an iron pipe, said point being the northwest corner of Lot 19 and the northeast corner of Lot 18 WAKEFIELD PHASE 1; thence North 77 degrees 20 minutes 47 seconds West 291.04 feet to an iron pipe; thence South 77 degrees 24 minutes 31 seconds West 132.84 feet to an iron pipe in the boundary of property of The United States Government, Falls Reservoir Project, said point being the northwest corner of WAKEFIELD PHASE 1; thence along the eastern boundary of property of The United States Government, Falls Reservoir Project North 28 degrees 12 minutes 21 seconds East 171.84 feet to a concrete monument; thence North 24 degrees 31 minutes 28 seconds West 635.26 feet to a concrete monument; thence South 70 degrees 56 minutes 41 seconds West 1080.90 feet to a concrete monument; thence North 12 degrees 49 minutes 41 seconds West 1855.30 feet to an iron pipe; thence crossing the right-of-way of Old N.C. Highway 98 (SR# 1967) North 10 degrees 10 minutes 48 seconds East 1901.61 feet to an iron pipe, said point being the southwest corner of Lot 4A JIMMY KEITH SUBDIVISION, as recorded in Wake County Book of Maps 1983, page 740; thence along the southern boundary lines of JIMMY KEITH SUBDIVISION, property of S.H. Tharrington Heirs as recorded in Wake County Book of Maps 1974, page 339, and a portion of the property of Meta Tharrington Keith South 60 degrees 32 minutes 12 seconds East 2071.32 feet to a concrete monument on the southern boundary of property of META THARRINGTON KEITH as recorded in Wake County Deed Book 734, page 281; thence along the southern boundary of property of META THARRINGTON KEITH, crossing the right-of-way of Old N.C. Highway 98 (SR# 1967) South 76 degrees 55 minutes 49 seconds East 539.15 feet to an iron pipe on the southern edge of the right-of-way of Old N.C. Highway 98 (SR# 1967); thence along the southern edge of the right-of-way Old N.C. Highway 98 (SR# 1967) North 76 degrees 53 minutes 14 seconds East 238.60 feet to an iron pipe, said point being the northwest corner of property of Paul B. Bunn and Mary F. Etal; thence along the western boundary of property of Paul B. Bunn and Mary F. Etal South 21 degrees 19 minutes 51 seconds East 127.60 feet to the point and place of Beginning, containing 240.527 Acres, excluding a portion of Old N.C. Highway 98, containing 3.620 Acres, and a Well Lot and Access and Utility Easement containing 0.721 Acres, as recorded in Wake County Deed Book 6440, page 362 and Wake County Book of Maps 1995, page 1115, and being all of a portion of WAKEFIELD as shown on a survey made by Michael D. Barr, entitled "ALTA LAND TITLE SURVEY PORTIONS OF WAKEFIELD FOR NORTH HILLS, INC. New Light Township, Wake County, North Carolina" dated February 15, 1996.

Property III:

A. Lots Nos. 1 through 31, inclusive, of Wakefield - Phase 1, as said Lots are shown on a plat by Philip Lovdal, R.L.S., of Bass, Nixon & Kennedy, Inc., entitled "WAKEFIELD - PHASE 1", dated July 30, 1993, and recorded in the Wake County, North Carolina Registry in Book of Maps 1993, Pages 1234 and 1235, and re-recorded in Book of Maps 1993, Pages 1493 and 1494, said plats being incorporated by reference as if fully set out herein, the foregoing Lots containing 114.52966 acres, more or less.

B. Lots Nos. 32 through 37, inclusive, and Lots Nos. 105 through 126, inclusive, of Wakefield - Phase 2, as said Lots are shown on a plat by Philip Lovdal, R.L.S., of Bass, Nixon & Kennedy, Inc., entitled "WAKEFIELD - PHASE 2", dated April 4, 1995, and recorded in the Wake County, North Carolina Registry in Book of Maps 1995, Pages 740 and 741, said plat being incorporated by reference as if fully set out herein, the foregoing Lots containing 95.30819 acres, more or less.

Property IV:

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, in/near the Wakefield Plantation development, and being more particularly described as follows:

BEGINNING at a point located North 85 degrees 26 minutes 33 seconds West 1920.35 feet (ground distance) from NCGS Monument Wakefield #14, said Monument having North Carolina Grid Coordinates of N=802521.5088, E=2131514.2947, NAD 1983, Combined Grid Factor 0.9999391, said Beginning Point being in the line of property owned now or formerly by Anvil Investments LLC; thence from said point of Beginning running the following 39 lines:

- (1) North 05 degrees 20 minutes 01 seconds West 51.20 feet;
- (2) South 80 degrees 01 minutes 08 seconds East 39.14 feet;
- (3) South 56 degrees 29 minutes 46 seconds East 40.85 feet;
- (4) South 75 degrees 18 minutes 57 seconds East 125.19 feet;
- (5) North 73 degrees 48 minutes 52 seconds East 107.01 feet;
- (6) North 69 degrees 06 minutes 04 seconds East 122.48 feet;
- (7) North 66 degrees 16 minutes 41 seconds East 80.78 feet;
- (8) North 38 degrees 51 minutes 16 seconds East 44.12 feet;
- (9) South 77 degrees 31 minutes 05 seconds East 71.96 feet;
- (10) South 87 degrees 46 minutes 28 seconds East 112.65 feet;
- (11) North 72 degrees 43 minutes 08 seconds East 71.97 feet;

- (12) South 55 degrees 47 minutes 54 seconds East 80.05 feet;
- (13) South 01 degrees 05 minutes 47 seconds West 43.69 feet;
- (14) South 00 degrees 32 minutes 59 seconds West 71.82 feet;
- (15) South 00 degrees 08 minutes 49 seconds East 65.23 feet;
- (16) South 00 degrees 33 minutes 48 seconds West 56.46 feet;
- (17) South 27 degrees 57 minutes 28 seconds West 35.61 feet;
- (18) South 81 degrees 07 minutes 17 seconds West 20.58 feet;
- (19) South 53 degrees 03 minutes 33 seconds West 66.71 feet;
- (20) South 46 degrees 46 minutes 25 seconds West 36.64 feet;
- (21) South 39 degrees 48 minutes 07 seconds West 122.12 feet;
- (22) South 24 degrees 58 minutes 07 seconds West 92.82 feet;
- (23) South 08 degrees 52 minutes 36 seconds West 80.06 feet;
- (24) South 23 degrees 39 minutes 46 seconds West 98.50 feet;
- (25) North 88 degrees 43 minutes 36 seconds West 55.60 feet;
- (26) South 52 degrees 52 degrees 08 seconds West 57.33 feet;
- (27) South 64 degrees 53 minutes 32 seconds West 117.02 feet;
- (28) South 48 degrees 28 minutes 02 seconds West 28.54 feet;
- (29) South 85 degrees 21 minutes 50 seconds West 38.33 feet;
- (30) North 44 degrees 59 minutes 05 seconds West 47.18 feet;
- (31) North 00 degrees 00 minutes 00 seconds East 24.72 feet;
- (32) North 32 degrees 57 minutes 29 seconds East 92.44 feet;
- (33) North 17 degrees 30 minutes 48 seconds East 131.31 feet;
- (34) North 15 degrees 56 minutes 42 seconds West 43.60 feet;
- (35) North 54 degrees 51 minutes 14 seconds West 81.58 feet;
- (36) North 83 degrees 59 minutes 09 seconds West 70.81 feet;
- (37) North 70 degrees 00 minutes 28 seconds West 57.84 feet;
- (38) North 09 degrees 36 minutes 33 seconds West 155.43 feet; and
- (39) North 29 degrees 30 minutes 02 seconds West 198.08 feet to the Point of Beginning.

and containing a total of 376964 square feet (8.65 acres), more or less, as shown on a Preliminary Plat by Withers & Ravenel Engineering & Surveying, Inc., entitled "WAKEFIELD PLANTATION LAKE", dated June 30, 1998 (CAD FILE BD_98, Project No. 97167).

NOTE: The foregoing Property I, Property II, Property III and Property IV of the Declarant Additional Property contains 960.97485 acres, more or less, exclusive of publicly dedicated street rights of way.

EXHIBIT C

PORTIONS OF THE PROPERTIES SUBJECT TO WITHDRAWAL

The portions of The Properties that may be withdrawn from this Declaration pursuant to Article II, Section 7, are: (i) identified on the attached "Wakefield Plantation Cluster Plan" drawing, dated May 1, 1998, as the following tracts: K (approximately 6.9 acres); D-2 (approximately 2.9 acres); J-1 (approximately 37.7 acres); Q-1 (approximately 16.7 acres); Q-2 (approximately 7.7 acres); Q-3 (approximately 9.9 acres); APTS-2 (approximately 20.7 acres); X (approximately 38.4 acres); Y (approximately 76.9 acres); and all portions of the tracts identified as OS-3 & OS-6 (together, approximately 12.66 acres) and OS-5 (approximately 27.1 acres) that are part of The Properties subjected to this Declaration and are conveyed to the City of Raleigh subsequent to the recordation of this Declaration; (ii) include all other portions of The Properties subjected to this Declaration that are conveyed to the City of Raleigh subsequent to the recordation of this Declaration; (iii) all portions of The Properties required to correct or settle a possible boundary overlap along the western boundary of The Anvil Property near Old NC Highway 98; and (iv) all other portions of The Properties reasonably required to correct or settle boundary disputes with adjoining property owners whose properties are not subject to the Declaration.

NOTE: The tracts referenced in (i) above consist of a total of approximately 257.56 acres.

THE ATTACHED DRAWING IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY.

As described in the Declaration, the metes and bounds of any of said tracts to be withdrawn from the Declaration will be surveyed in connection with any such withdrawal.

EXHIBIT C

8099PG0344

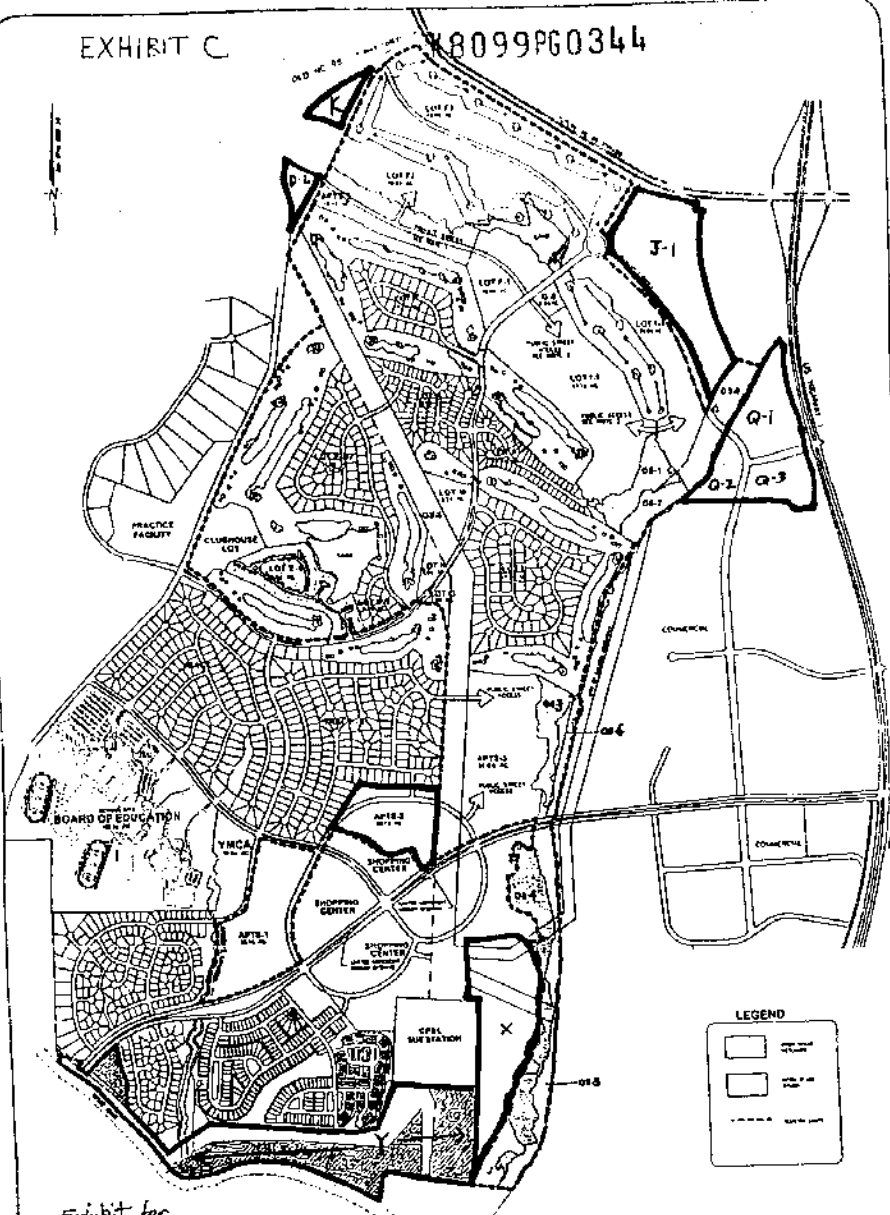


Exhibit for
PROPERTY EXEMPTED by WAKEFIELD
PLANTATION DEMANDS 5-1-98

NOTES

1. The property shown on this map is the property of the Wakefield Plantation, Inc. and is not to be used for any other purpose without the written consent of the Wakefield Plantation, Inc.

2. The property shown on this map is the property of the Wakefield Plantation, Inc. and is not to be used for any other purpose without the written consent of the Wakefield Plantation, Inc.

3. The property shown on this map is the property of the Wakefield Plantation, Inc. and is not to be used for any other purpose without the written consent of the Wakefield Plantation, Inc.

WAKEFIELD Plantation

CLUSTER PLAN
SCALE 1" = 500'

Withers & Ravenel
Surveyors and Engineers, Inc.

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE
MAY BE PLACED IN ITS ACCURACY.

"This exhibit meets all statutory requirements
for recording"

George B. Chapman
Planning Director/Review Officer