

Return Petree, Hockley's Robinson BOOK 3905 PAGE 325
P.O. Box 300004
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STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WELLINGTON PARK SUBDIVISION

THIS DECLARATION, made this 30th day of **October**, 1986, by
WELLINGTON PARK ASSOCIATES III, a North Carolina general
partnership (hereinafter referred to as "Declarant").

WITNESS ETH:

WHEREAS, Declarant is the owner of the certain real property
located in Wake County, North Carolina, and more particularly
described on Exhibit A attached hereto and incorporated herein by
reference; and

WHEREAS, Declarant will convey the said properties subject to
certain protective covenants, conditions, restrictions,
reservations and charges as hereinafter set forth;

WHEREAS, Declarant desires to create thereon a planned
community with a mix of housing types, including townhouses,
condominiums and single family detached dwellings; and

WHEREAS, Declarant desires to provide for the preservation
and enhancement of the property values, amenities and conceptual
intent of Wellington Park Subdivision, for the maintenance of
Common Properties and improvements thereon as described herein,
and accordingly desires to subject the real property described in
Exhibit A hereto, together with such additions as may hereafter be
made, to the covenants, restrictions, easements, affirmative
obligations, charges, and liens, as hereinafter set forth, each
and all of which is hereby declared to be for the benefit of said
property and each and every owner of any and all parts thereof;
and

WHEREAS, Declarant has deemed it desirable for the efficient
preservation of the values and amenities of Wellington Park
Subdivision to create an agency to which shall be delegated and
assigned the power and authority of owning, maintaining and
administering the Common Properties as defined herein,
administering and enforcing the covenants and restrictions
governing said Common Properties; collecting and disbursing all
assessments and charges necessary for such activities, and
promoting the recreation, health, safety, and welfare of the
residents; and

WHEREAS, Declarant has caused or will later cause to be
incorporated under the laws of the State of North Carolina as a
nonprofit corporation, Wellington Park Homeowners Association, for

the purpose of exercising the functions described above, and which are hereinafter more fully set forth.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, Declarant declares that the real property described in Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and .. liens hereinafter set forth (sometimes referred to as the "Covenants"), and said covenants shall run with the land and be binding on all persons claiming under and through Declarant, and said covenants shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Wellington Park Homeowners Association, a North Carolina nonprofit corporation, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of a fee simple title to any dwelling unit or site which is part of the Properties, including contract sellers, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, as successors or assigns, until and unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 3. "Wellington Park Subdivision" or "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein by reference and such additions thereto as may hereafter be brought within the jurisdiction of the Association as subjected to this Declaration or any Supplemental Declaration.

Section 4. "Common Properties" shall mean and refer to those areas of land within Wellington Park Subdivision which are deeded to the Association for the common use and enjoyment of all members and designated in said deed as "Common Properties," and shall include all private streets, if any, all water located outside public right-of-ways, public utility easements and dwelling units or sites, and all sewer lines located outside public right-of-ways, public sanitary sewer easements and dwelling units or sites. The term "Common Properties" shall also include any personal property acquired by the Association if said property is

designated as "Common Properties." All "Common Properties" are to be devoted to and intended for the common use and enjoyment of the Owners, subject to the fee schedules and operating rules adopted by the Association.

Section 5. "Limited Common Properties" shall mean those lands not owned by the Association that serve only a limited number of dwelling units or sites and which may include, but specifically are not limited to, driveways and walkways serving townhouse sites, plats over townhouses and other cluster dwelling units, parking spaces, buildings or areas serving only specified dwelling units or sites, and such other similar areas as may be designated by the Association. Limited Common Properties shall be maintained at the expense of the Owners of dwelling units or sites served thereby and not at the expense of the Association.

Section 6. "Site" shall mean any plat of land regardless of size as shown on a recorded subdivision lot of Wellington Park which has been approved by Declarant as required by this Declaration. A site may provide for or contain one or more dwelling units as provided for in the Planned Unit Development Plan approved by the Town of Cary, including any additions thereto.

Section 7. "Undeveloped Site" shall mean a site or an area of Wellington Park Subdivision not yet developed but intended to contain one or more residential units as provided in the Planned Unit Development Plan for Wellington Park Subdivision as approved by the Town of Cary, including any additions thereto.

Section 8. "Dwelling Unit" shall mean a residence containing sleeping facilities for one or more persons and a kitchen. A dwelling unit may be attached to other dwelling units, or may be separated from other dwelling units.

Section 9. "Member" shall mean and refer to every person or entity entitled to membership in the Association as provided in this Declaration.

Section 10. "Declarant" shall mean and refer to Wellington Park Associates III, a North Carolina general partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or if such successors or assigns should acquire more than one Lot, whether developed or undeveloped, pursuant to foreclosure or a deed in lieu of foreclosure ("successors" includes any lender with respect to loans obtained by Wellington Park Associates to develop the Properties.)

Section 11. "Board of Directors" or "Board" means those persons elected or appointed to act collectively as the directors of the Association.

Section 12. "Book of Rules" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors.

Section 12. "VA" shall mean Veterans Administration and "HUD" shall mean Department of Housing and Urban Development.

Section 13. "Bylaws" shall mean the bylaws of the Association as they now or hereafter may exist.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Members. Declarant, for so long as it shall be an Owner, and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any dwelling unit or site that is subject by the Covenants to assessments by the Association shall be a Member of the Association; provided, however, that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any dwelling unit or site which is subject to assessment by the Association. Ownership of a dwelling unit or site shall be the sole qualification for Membership. The Board of Directors may make reasonable rules relating to the proof of ownership of a dwelling unit or site in Wellington Park Subdivision. No owner shall have more than one Membership, except as expressly provided hereinafter.

Section 2. Member Classes and Voting Rights. The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all Owners with the exception of the Declarant, until its Class B Membership has converted to Class A Membership. Class A Members shall be entitled to one (1) vote for each dwelling unit or site in which they hold the required ownership interest.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each dwelling unit or site in which it holds the required ownership interest, provided that the Class B Membership shall cease and be converted to Class A Membership on the

happening of either of the following events, whichever occurs first:

(a) The total votes outstanding in Class A Membership equals the total votes outstanding in the Class B Membership; provided, that the Class B Membership shall be reinstated with all rights, privileges, responsibilities and voting power if, after conversion of the Class B Membership to Class A Membership, as provided hereunder, and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of the Class A Members on account of the development of such additional lands by the Declarant, all within the times and as provided in Article XI, Section S(a); or

(b) December 31, 1989. Thereafter, the Declarant may be entitled to one (1) vote per dwelling unit or site owned by it.

Section 3. Voting Right Suspension. The right of any Class A Member to vote may be suspended by the Board of Directors of the Association for just cause pursuant to its rules and regulations and according to the provisions of Article III, Section 5.

Section 4. Voting. The total vote of the Association shall consist of the sum of the votes of the Class A Members and the votes of Class B Members. When more than one person holds an interest in any dwelling unit or site, all such persons shall be Members; and the vote for such dwelling unit or site shall be exercised as they among themselves determine; however, in no event may more than one vote be cast with respect to any one dwelling unit or site owned by Class A Members and in no event shall fractional votes be allowed. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more other co-owners is present and objects to such a vote or, if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted.

Section 5. Right of Declarant to Representation on Board of Directors of the Association. Notwithstanding anything contained herein to the contrary, until December 31, 1989, or until Declarant shall have conveyed seventy-five percent (75%) of the Properties, whichever occurs first, Declarant (or its expressed assignee of the right granted in this section) shall have the right to designate and select at least a two-thirds majority of the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association.

Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed. Any director designated and selected by Declarant need not be an Owner. Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have pecuniary interest or other interest.

ARTICLE III.

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of these Covenants and the rules and regulations of the Association, every Member shall have a right and easement of access, ingress, and egress and enjoyment in, over and to the Common Properties and such easement shall be appurtenant to and shall run with the title of every dwelling unit or site, subject to the following restrictions set forth in Section 4 hereof.

Section 2. Delegation of Use. Any Member may delegate in accordance with the Bylaws of the Association, his right of enjoyment to the Common Properties and facilities to the Member of his family, his tenants, contract purchasers or guests who reside on such Members' Lot, subject to the provisions of this Article III.

Section 3. Title to Common Properties. The Declarant hereby covenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association in fee simple, free and clear of all liens and encumbrances except easements of record for utilities, television antenna, drainage, access, or other services, storm drainage easements, and easements of enjoyment to which the Owners of each dwelling unit or site are entitled to share, on or before the conveyance of the first dwelling unit or site and before the conveyance of the first dwelling unit or site or Condominium within any addition to the existing Properties authorized by Article XI, Section 5.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties, and the right of such mortgagee of said properties shall be subordinate to the rights of the Members established hereunder; and

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

(c) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any Member or any tenant of any Member for any period during which any assessment remains unpaid; and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations to pay the assessment; and

(d) The right of the Association to limit the number of guests of Members and to charge Members' guests reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(e) The right of the Association to give, sell or lease all or any part of the Common Properties to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift, sale or lease shall be effective unless authorized by the vote of two-thirds (2/3) of the vote of each class of Members at a duly called meeting at which a quorum is present and unless approved by the appropriate municipal authority. A true copy of such resolution together with a certificate of the result of the vote taken and a certificate of mailing executed by the Secretary of the Association thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument affecting the Common Properties, prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the Membership; and

(f) The right of individual Members to the exclusive use of parking spaces as provided in this Declaration; and

(g) The right of the Association, through its Board of Directors, to determine the time and manner of use of the Common Properties by the Members.

Section 5. Suspensions: The Board of Directors shall have the power to suspend the voting rights and right to the use of any Common Properties facility of a Class A Member or any person to whom that Member has delegated his right of enjoyment for any period during which any assessment against his dwelling unit or site remains unpaid; and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

ARTICLE IV.

COVENANTS FOR ASSESSMENT

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant hereby covenants and agrees for each dwelling unit or site owned, and every other Owner of any dwelling unit or site covered by this Declaration, shall, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other means of conveyance, be deemed to covenant and agree, to all the terms and provisions of these Covenants and to pay to the Association:

(1) Annual Assessments or charges,

(2) Special Assessments for the purposes set forth in this Article, such assessments to be fixed, established, and collected from time to time as hereinafter provided. All assessments shall be shared equally by the Owners or Members of each class as they pertain to that class of Membership. The Annual and Special Assessments together, with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the dwelling unit or site against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection, including attorneys' fees (as provided in North Carolina General Statutes Section 6-21.2) incurred by the Association, therefor as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such dwelling unit or site at the time when the assessment fell due. In the case of co-ownership of a dwelling unit or site, all such co-owners shall be jointly and severally liable for the assessment. The obligation of an Owner for delinquent assessments shall pass to his successors or assigns in title unless expressly excused by the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, the beautification of Wellington Park Subdivision and for the improvement, maintenance, and operation of the Common Properties and the swimming pool(s), tennis courts and related

recreational facilities, and for the enforcement of these Declarations including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereof, and for the costs of labor, equipment, materials, and management supervision thereof, and, if necessary, for private garbage collection. The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basic and Maximum Annual Assessments. For the calendar year 1987, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per dwelling unit or site, except as otherwise provided herein, the exact amount of which shall be determined from time to time by the Board of Directors in accordance with the following provisions:

(a) From and after December 31, 1987, the basic annual assessment may be increased by the Board of Directors each calendar year by no more than ten percent (10%) above the maximum assessment for the previous calendar year, without the approval of the Membership. -

(b) After December 31, 1987, the basic annual assessment may be increased by the assent of two-thirds (2/3) of the votes of each class of Member who are voting in person or by proxy at a meeting called for such purpose at which a quorum is present. For this purpose, the Class B Member shall be entitled only to one vote for each dwelling unit or site as to which it owns the required ownership interest. Written notice of the meeting shall be given to all Members not less than thirty (30) days in advance of the meeting. The provisions of this subsection shall not apply to nor be a limitation upon any change in the basic annual assessment undertaken as an instant to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum stated herein. The Board of Directors may, in its discretion, fix the annual assessment for any given year at a lesser amount than the maximum provided herein, but such action shall not constitute a waiver of its right to revert to the full assessment for future years as provided in this Article.

Section 4. Special Assessments for Repairs. In the event any portion of the Common Properties is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or family Member, such Owner does hereby authorize the Association to repair said damaged area in a good and workmanlike manner. The amount

necessary for such repairs, labor, and materials shall become a special assessment upon the dwelling unit or site of said Owner.

Section 5. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of capital improvements to the Common Properties, for construction, repair, maintenance and replacement of swimming pool(s), tennis courts and related recreational facilities; provided, however, that any such special assessment may be levied only with the vote of two-thirds of the votes of the appropriate class of Members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all dwelling units and sites within a particular class of membership, except for exempt dwelling units and sites provided in Section 11 hereof and except that, notwithstanding anything within this Declaration to the contrary, the Declarant shall be required to pay only 25% of any annual or special assessment levied against any dwelling unit or site owned by it until the issuance of a certificate of occupancy for such dwelling unit or site and except that any builder engagins :in the business of constructing single family residential buildings shall be required to pay only 25% of any annual or special assessment levied against such Lot until the issuance of a certificate of occupancy for such Lot. The Board of Directors may permit a builder to defer payment of an assessment until the closing for the sale of the dwelling unit or site to an Owner. The Owner shall then pay 100% of the assessment with the assessment adjusted according to the number of months remaining in the calendar year after the date of closing.

Section 7. Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence on the first day of the month following the conveyance of any of the Common Properties to the Association. The first such annual assessment shall be adjusted according to the number of days remaining in the first calendar year. The annual assessment shall be payable on a prorated daily basis. The assessments for subsequent years after the first year shall be payable in full on January 1 for detached single family dwellings and sites and in twelve monthly installments on the first day of each month for attached townhouses and condominium units. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3

hereto, as the remaining number of days in the year bears to 365. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 of this Article shall be fixed in the resolution authorizing such special assessment. Proration of any annual or special assessment due to a change in ownership of any kind of any Lot during a calendar year shall be the responsibility of those persons involved in such transaction and shall not be the responsibility of the Association. The date of commencement of assessments against an Owner shall be the date of Closing of the purchase by such Owner of dwelling units or sites.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against all dwelling units and sites for each assessment period and shall, at that time, prepare roster of dwelling units and sites and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand, and for a reasonable charge, at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment. If an annual assessment or any special assessment or any installment thereof is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest therefrom at the rate of eight percent (8%) per annum (or if not permitted, the highest rate of interest permitted by law) from the due date, and the cost of collection thereof as hereinafter provided, become a charge and continuing lien on the dwelling unit or site and all improvements thereon. If an assessment or any installment thereof is not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the dwelling unit or site, and there shall be added to the amount of such assessment the costs of collection, including reasonable attorneys' fees and expenses, and interest as provided above. No owner may waive or escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his dwelling unit or site. Each Owner, by his acceptance of a deed to a

dwelling unit or site, hereby expressly vests in the Association, or its agents or assigns, the right and power to bring all actions against such Owner or Member personally liable for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or a deed of trust lien on real property and such Owner hereby expressly grants to the Association a power of sale in connection with foreclosure of said lien. The lien provided for in this action shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in an interest foreclosed at foreclosure and to acquire and hold, lease, mortgage and convey the same and to subordinate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding the nonpayment of the Owner's portion of the premium.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any dwelling unit or site subject to assessment. Sale or transfer of any dwelling unit or site shall not affect the assessment lien; however, the sale or transfer of any dwelling unit or site pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, provided that the Association has been notified of said foreclosure or proceeding in lieu thereof prior to the date thereof. No sale or transfer shall relieve such dwelling unit or site from liability for any assessments thereafter becoming due or from the lien thereof. No sale or transfer by way of foreclosure shall extinguish the personal obligation to pay the assessment.

Section 11. Exempt Property. The following property, individuals, partnerships and corporations subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) Properties conveyed to public utilities for the purpose of granting utility easements;

(b) All Common Properties as defined herein;

(c) All properties exempt from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemptions; and

(d) All properties dedicated to, and accepted by, a local public authority.

section 12. Annual Budget. By majority vote of¹ the directors, the Board of Directors shall adopt an annual budget for the subsequent year of operation, which shall provide for allocation of expenses in such a manner that the obligations imposed by these Declarations and any and all Supplementary Declarations will be met.

ARTICLE V

ARCHITECTURAL CONTROL

No building, wall, fence, swimming pool, or other improvement shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; and provided further that all decisions under this section shall be the sole responsibility of Declarant until such time as Declarant shall no longer vote as a Class B Member of the Association. The Architectural Committee shall act by majority vote of the Member of such committee.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association, by and through its Board of Directors or its otherwise duly authorized agents, shall have the authority to obtain and shall obtain insurance for officers and directors liability (if available at a reasonable premium), for Workman's Compensation coverage for its employees, and for all insurable improvements on the Common Properties against loss or damage by fire or other hazards, including extended coverage of vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost or repair or reconstruction in the event of

damage or destruction from any such hazard. The Association shall also obtain a public liability policy covering the Common Properties, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents with single limits of at least \$500,000 for bodily injury and property damage and \$1,000,000 aggregate for general liability if available at commercially reasonable rates. Premiums for all such insurance contemplated hereunder shall be common expenses of the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction. Any proceeds remaining after such costs of repair or reconstruction to the Common Properties shall be retained by and for the benefit of the Association. -

(b) If it is determined that the damage or destruction of Common Properties for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefits of the Association.

ARTICLE VII

CONDEMNATION

In the event that all or any part of the Common Properties shall be taken (or conveyed in lieu of or under threat of condemnation), the award made for such taking shall be payable to the Association as trustee for owners, to be disbursed as follows:

(a) If the taking involves the portion of the Common Properties on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Properties to the extent such plans are available in accordance with plans approved by the Board of Directors of the Association.

(b) If the taking does not involve any improvements on the Common Properties or in the event that a decision is made not to repair or restore such improvements, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors may determine.

ARTICLE VIII

LAND USE

Section 1. Restrictions. Each dwelling unit or site and facilities on the Common Properties shall be subject to both the restrictions herein, and those set forth in the Bylaws and the restrictive covenants for Wellington Park Subdivision. Additionally, each dwelling unit or site and the facilities on the Common Properties shall be subject to other declarations which affect only certain dwelling units or sites (i.e., Declarations for Condominiums and Declarations for Townhomes).

Section 2. Designated Residential Property Restrictions. All property designated for residential use shall be used, improved and devoted exclusively to residential use.

Section 3. Common Properties Restrictions. All Common Properties recreational facilities and amenities shall be used, improved and devoted exclusively to recreational purposes for the benefit of the Owners.

Section 4. Common Properties Offensive Use. No immoral, improper, offensive or unlawful use shall be made of Wellington Park Subdivision; and any dwelling ordinances, and regulations of all governmental agencies having jurisdictions thereof shall be observed.

Section 5. Common Properties Construction or Alteration. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Properties except at the direction of and with the expressed consent of the Association.

ARTICLE IX

EASEMENTS

Section 1. Blanket Easement. There is hereby created a blanket easement upon, across, over, and under all of said Properties subject to this Declaration for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones, cablevision and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary equipment on said property, and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said townhouses and detached single family dwellings. An easement is further granted to all police, fire protection, garbage collectors, ambulance, and all

similar persons to enter upon the streets and Common Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management companies selected by the Association to enter in or to cross over the Common Properties provided for herein. Notwithstanding anything to the contrary contained in this Section 1, no sewers, electrical lines, water lines, or other utilities may be installed or relocate on said Properties except as initially approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable documents, Declarant (or the Association after the termination of Class B Membership or in the event the easement crosses property owned by the Association) will have the right and authority to grant such easement on said property without conflicting with the terms hereof. The easement provided for in this Article shall in no way affect other recorded easements on said Properties.

Section 2. Underground Electrical Services.

(a) Underground, single-phase electrical service shall be available to all the Lots and to the recreational buildings, if any, to be constructed on the Common Properties. The metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two foot priority easement along and centered on the underground electrical power service conductors installed from the utility's company easement to the designated point of service on the dwelling.

(b) For so long as such underground service is maintained, the electric service to each Lot and the recreational buildings, if any, shall be uniform and exclusively of the type known as single-phase 120-140 volt three wire 60 cycle alternating current.

(c) Easements for the underground service may be crossed by the driveways and walkways, provided the Declarant or builder makes prior arrangements with the utility company **furnishing electrical service.** Such easements for the underground service shall be kept clear of all other improvements including buildings, patios and/or other pavings other than crossing walkways or driveways and neither Declarant nor any such utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, and other improvements of the Owner located on land covered by said easements.

(d) An easement is hereby established for the benefit of all applicable government agencies over all Common Properties and over an area five (5) feet behind the curb line of any street or roadway within this property hereby or hereafter established for the setting, removal, and reading of water meters, the maintenance and replacement of water, sewage, and drainage facilities, fire fighting, law enforcement, garbage collection and the delivery of mail.

Section 3. Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any dwelling is located closer than five (5) feet from its lot line, the owner thereof shall have a perpetual access easement over the adjoining dwelling unit or site to the extent reasonably necessary to perform repair, maintenance or reconstruction of his dwelling. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

Section 4. Encroachments and Declarants Easements to Correct Drainage. All dwelling units or sites and the Common Properties shall be subject to an easement for the encroachments of initial improvements constructed on adjacent sites by the Declarant to the extent that such initial improvements actually encroach, including, without limitations, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls. If this Declaration is breached as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alterations, there is hereby created and shall be and remain a valid easement for such encroachment with the maintenance of the same. For a period of twenty-five (25) years from the date of conveyance of the first site in a parcel, phase or section, Declarant reserves a blanket easements and right on, over and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary. After such action has been completed, Declarant shall restore the affected property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners. These rights and reservations are assignable by Declarant.

Section 5. Private Streets and Limited Common Areas. Private streets and limited common areas may be created upon any site to serve the needs of dwelling units or sites thereon. Such private streets and limited common areas shall be subject to an easement in favor of every dwelling unit or site to which they are

adjacent or which they are designed to serve and shall be deemed appurtenant to each dwelling unit or site whereby the Owner of such dwelling unit or site shall be entitled to use them as a means of ingress, egress and regress and such other uses as shall have been designated.

Section 6. Easement to Town of Cary. An easement is hereby established for municipal, state or public utilities serving the area, their agents and employees or all Common Properties hereby or hereafter established for setting, removing, and reading utility meters, maintaining and replacing utility or drainage connections, and acting with other purposes consistent with the public safety and welfare, including, without limitation, police and fire protection.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the owner of any dwelling unit or site subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless the Association approves a change in the covenants and restrictions.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Member upon the Association's Membership roll or Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any changes of address and it shall be the responsibility of any new Member to immediately notify the Association of the fact of the transfer of ownership.

Section 3. Enforcement. The Association, Declarant or any Owner shall have the right to enforce these Covenants by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant, either to restrain such violation or to recover damages, and against the land and to enforce any lien created by these Covenants, and a failure of the Association or any Owner or by the

Declarant to enforce any covenant herein contained for any period of time shall in no way be deemed to be a waiver or estoppel of the right to enforce such covenant at any time thereafter.

Section 4. Severability. The invalidation, illegality or unenforceability of any one or more of these Covenants, by judgment or court order or otherwise, shall in no way affect any other provisions hereof which are declared to be severable and which shall remain in full force and effect.

Section 5. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. The Declarant, its successors and assigns, including the Association, have the right for sixty months after the recording of this Declaration to bring within the plan and operation of this Declaration, additional later-acquired properties at future stages of the development, provided that such additional properties shall be contiguous to the existing Properties and shall not exceed fifty (50) acres. The additions authorized under this section shall be made by filing of record Supplementary Declarations of Covenants for Common Properties with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property. The Supplementary Declarations may contain such additions and modifications of the Covenants contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties.

(b) Exclusion of School Site from Declaration. A certain parcel of the Wellington Park Subdivision, more fully described in Exhibit B which is attached hereto and incorporated herein by reference, shall not be subject to the covenants contained in this Declaration if such parcel is conveyed to the Wake County School System for use as a public school site.

(c) Other Additions. Upon approval in writing of the Association pursuant to two-thirds of the vote of each class of Member at a duly called meeting at which a quorum is present, the owner of the property other than the Declarant who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may record a Supplementary Declaration of Covenants with respect to the additional property which shall extend the operation and effect of the covenants to such additional property.

(d) Town Approval. Any additions pursuant to Section S(a) or S(b) above shall be subject to approval of the Town.

(e) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the Bylaws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change of or addition to the Covenants established by this Declaration as herein provided.

Section 6. Municipal Services. The maintenance responsibility of any private streets and drives shall rest with the Association and, in no case shall the Town be responsible for failing to provide any emergency or regular fire, police or other public service to Wellington Park Subdivision or its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association or the occupants of Wellington Park Subdivision.

Section 7. Declarant's Right to Amend Declaration with Approval of Veterans Administration or Department of Housing and Urban Development. In the event that the Declarant shall seek to obtain approval of these covenants and the plan of development of the Properties in order that the dwelling units and sites and improvements constructed thereon will be eligible for loans approved or guaranteed by the Veterans Administration, hereinafter called "VA," or the Department of Housing and Urban Development, hereinafter called "HUD," or Federal National Mortgage Association, hereinafter called "Fannie Mae," or the Federal Home Loan Mortgage Corporation, hereinafter called "Freddie Mac," it is likely that HUD, VA, Fannie Mae or Freddie Mac will require changes in this Declaration in order to make the Lots and improvements thereon eligible for VA, HUD, Fannie Mae or Freddie Mac loans. In such event, Declarant, without the consent or approval of any Owner or Member shall have the right to amend this Declaration. When this Declaration, Bylaws and Articles of Incorporation have been approved by VA, HUD, Fannie Mae, or Freddie Mac, then this paragraph shall be considered null and void and the Declarant shall not have any further rights hereunder to amend except upon approval of the Membership.

Section 8. Voting. Unless otherwise specific in these Declarations, any vote pursuant to this Declaration shall be at a meeting duly called, written notice of which shall be sent to all

Members stating the purpose of such meeting, not less than ten (10) days, nor more than fifty (50) days in advance of the meeting. Notice shall be necessary only to those classes of Membership which shall be entitled to vote on a particular matter, it being the intention that only Class A Members shall be entitled to receive notice as to meetings on which only Class A Members are entitled to vote. The foregoing shall equally apply to Class B Members. The presence of Members or of proxies duly witnessed by another person, entitled to cast ten percent (10%) of the votes of each class of Membership shall constitute a quorum as to that class, unless a greater quorum is specifically required in these Declarations. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth above. The required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 9. VA and/or FHA Approval. As long as here remains a Class B Membership, the following actions will require the prior approval of the Veterans Administration and/or Federal Home Administration: annexation of additional properties, dedication of Common Properties and amendment of this Declaration.

Any action shall be taken by a majority vote of the Member of a class present, unless a greater number is specifically required by these Declarations.

Section 10. Rights of Lenders and Insurers of First Mortgages. Lenders and insurers of first mortgages shall have the following rights:

(a) In the event that any Owner is in default in any obligations hereunder which default remains uncured for a period of sixty (60) days, every lender who is a mortgagee as to the dwelling unit or site of the defaulting Owner, and the insurer of any first mortgage, shall be immediately notified of such default, provided that such lender and/or insurer shall have given written certified notice to the Association that it is a mortgagee or insurer as to the dwelling unit or site of such Owner and shall have requested that notice of default as herein set forth.

(b) Every first mortgagee and/or insurer of the first mortgage of the dwelling unit or site of an Owner shall have the right, during regular business hours, to examine the books and records of the Association.

Section 11. Amendment By Owners. The covenants, conditions and restrictions of this Declaration may be amended during the first thirty (30) year period or thereafter by an instrument

signed by the Owners of not less than two-thirds (2/3) of the dwelling units or sites, provided, however, that the Board of Directors of the Association (with prior approval of VA or HUD) may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction or amendment requested by VA, HUD or the Federal National Mortgage Association, without actual consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Wake County Registry.

Section 12. Certification and Recordation of Amendment. Any instrument amending these covenants, conditions and restrictions (other than an amendment by the Board of Directors to correct an error or inconsistency in drafting, typing or reproduction) shall be delivered, following approval by the Owners, to the Board of Directors. Thereupon, the Board of Directors shall, within thirty (30) days after delivery do the following:

(a) Reasonably assure itself that the amendment has been duly approved by the Owners as provided in Section 11 of this Article. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to be examined.)

(b) Attached to the amendment a certification as to its validity, which certification shall be executed by the Association.

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

Section 13. Effect and Validity of Amendments. All amendments shall be effective from the date of proper recordation in the Wake County Registry. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors as recorded as provided in Section 12 of this Article, it shall be conclusively presumed that such instrument constitutes a valid amendment as to the owners of all dwelling units or sites in Wellington Park Subdivision.

Section 14. Exchange of Common Area. Notwithstanding any provision herein to the contrary, other than Section 4 of this Article, it is expressly provided that the Association may convey to Declarant, as well as any other Member, for fair market value, any portion of the Common Properties theretofore conveyed to the Association, as provided in the Articles of Incorporation of the Association. Any such conveyance shall be subject to prior VA and HUD approval. Upon such conveyance, the area conveyed shall cease to be Common Properties and shall cease to be subject to the provisions of this Declaration relating to the Common Properties. Any area purchased by the Association pursuant to the

foregoing provision shall become Common Properties and subject to the provisions of this Declaration relating to the Common Properties. (The following hypothetical situation is by way of illustration but not of limitation: Due to a surveying error an undesirable drainage area is designated for the location of dwelling units or sites. Under this provision, Declarant and Association exchanged deeds so that the dwelling units or sites may be relocated within the Common Properties and the area previously designated for dwelling units or sites is converted to Common Properties.)

Section 14. Protective Covenants for Multi-Unit Dwellings. Nothing herein shall affect Declarant's right to establish, from time to time, appropriate specific additional covenants for the development and use of sites for detached dwelling units, single family units or multi-unit sites in Wellington Park Subdivision.

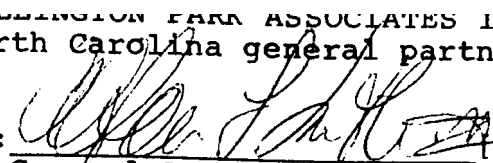
Section 15. Conflicts. In the event of any irreconcilable conflict between this Declaration and Bylaws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the Bylaws of the Association and the Articles of Incorporation of the Association, the provisions of this Declaration shall control.

ARTICLE XI

DISSOLUTION OR INSOLVENCY OF THE ASSOCIATION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Member. Upon dissolution of the Association, other than incident to a merge or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and adopted the work "SEAL" set opposite its hand as and for its personal seal on the day and year first above written.

WELLINGTON PARK ASSOCIATES III, a
North Carolina general partnership
By:  [SEAL]
General Partner

NORTH CAROLINA

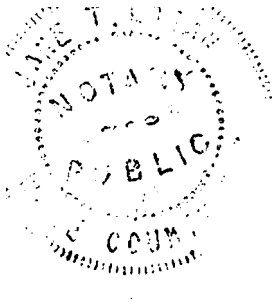
WAKE COUNTY

I, Jare, I, lo tlll, a Notary Public of the County and State aforesaid, certify that fl /-1-/iY' L-Sm.tft:ip, a general partner of Wellington Park Associates III, a North Carolina general partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of said partnership. Witness my hand and official stamp or seal, this 3D day of 12ecerobu, 1986.

— :tu&

My Commission Expires:

&14-qt



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate_ of _____, _____

Notary Public in

to be correct. This instrument and this certificate are duly registered at the date and time
(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.

KENNETH C. WILKINS. Register of Deeds

By _____
As(e u)l register of Deeds

EXHIBIT A

BEING ALL that property located in the Town of Cary, Wake County, North Carolina and more particularly described as follows:

Tract 1

BEGINNING **at** a point in the southern right-of-way line of U.S. Highway 1, 64, which point has North Carolina Grid Coordinates **Y** • 728,477.24 and **X** • 2,069,509.10, which point is **also a** northeastern corner of property now or formerly belonging to Helen D. Smith as described in deed recorded in Deed Book 1510 at Page 492, Wake County Registry, running thence along the northern line of Tract 1 of Wellington Park P, U, D. as shown on Book of Maps 1986, Page 1262, Wake County Registry North 89 degrees 36 minutes 08 second • East 1181.32 feet to an existing iron pin on the bank of Straight Branch, running thence North 81 degrees 17 minutes 41 second • East 6.0 feet to the centerline of Straight Branch, running thence along the centerline of Straight Branch with the following seven courses and distances being reference lines: North 09 degrees 44 minutes 44 seconds West 145.91 feet, North 16 degrees 31 minutes 23 seconds West 82.84 feet, North 20 degrees 08 minutes 19 seconds West 89.63 feet, North 29 degrees 05 minutes 56 seconds West 89.18 feet, North 35 **degrees** 27 minutes 02 second • West 76.64 feet, North 12 degrees 48 minutes 10 seconds West 107.46 feet and North 03 degrees 23 minutes 36 seconds West 54.44 feet to a point in the southern right-of-way line of U.S. Highway 1, 64, the northwest corner of property now or formerly belonging to Edward E. Hollowell, Trustee, as described in deed recorded in Deed Book 3590 at Page 788, Wake County Registry, running thence with the southern right-of-way line of U.S. Highway 1, 64 South 58 degrees 11 minutes 12 seconds West 1168.36 feet to the point and place of BEGINNING, and containing 8.362 acres as generally shown on a survey entitled "property of WELLINGTON PARK ASSOCIATES III" prepared by Sullivan Survey Company and drawn by Hooks, and bearing Project No. 035185.5.

Tract 2

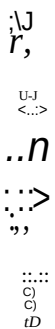
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Tract 3

Beginning at a point in the southern right-of-way line of U. S. Highway 1, 64, which point is also the point where the western property line of property now or formerly belonging to D. L. Putney, as described in deed recorded in Deed Book 1115, at Page 552, Wake County Registry, intersects the southern property line of O. S. Highway 1, 64, run thence north Putney's western line South 02 degree 11' 49" West 732.00 feet to a point, thence leaving Putney's line and run north 88 degree 12' 20" East 1095.76 feet to a point in the southern right-of-way line of O. S. Highway 1, 64, thence with laid southern right-of-way line of O. S. Highway 1, 64 North 51 degree 07' 29" East 1324.84 feet to the point and place of beginning and containing 9.206 acre, more or less, and shown as Tract 2 on a map prepared by Sullivan Survey Company entitled "Property of Wellington Park Association" drawn by Rooke dated September 12, 1986 and bearing project no. 035185.t.

... Tract 4

All of parcels 1, 2, 3, 5, 7, and 8 as shown on a map recorded in Book of Maps 1986, Page 1262, Wake County Registry.

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W. C. R.

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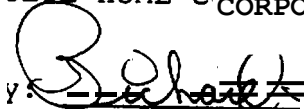
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PAGE.

CONSENT TO DECLARATION

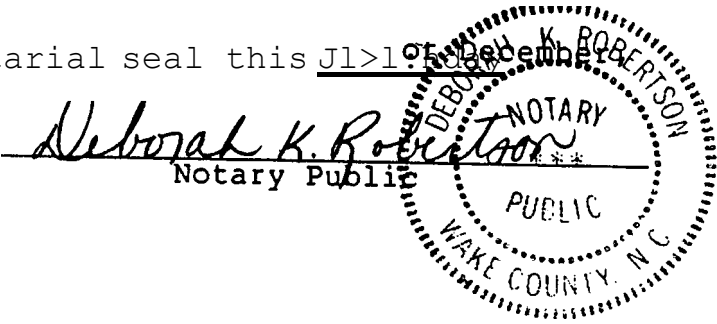
The undersigned, the owner of Lots 1, 2, 3, 53, 54, 55, and 56 in Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1479, Wake County Registry; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1651, Wake County Registry; Lots 23, 24, 25, 26, 49, 50, 51, and 52 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1833, Wake County Registry; Lots 27, 28, 29, 30, 31, 32, 42, 43, 44, 45, 46, 47, and 48 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986 at Page 1975, Wake County Registry; and Lots 33, 34, 35, 36, 37, 38, 39, 40, and 41 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986 at Page 1976, Wake County Registry, hereby consents to the above Declaration and agrees that such lots shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens set forth in the above Declaration.

WELLS HOME CORPORATION

By: Robert L. Jones **lj** (SEAL)
Name:
Attorney-in-Fact

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, 1), bacah U. fltbe.e-kon, a Notary Public of the
aforesaid County and tae, do hereby certify that ftUri.rdl.
(5mm), attorney-in-fact for Pulte Home Crporation,
personally appeared before me this day, and being by me duly
sworn, acknowledged that he executed the foregoing instrument for
and in behalf of Pulte Home Corporation and that his authority to
execute and acknowledge said instrument is contained in an
instrument duly executed, acknowledged and recorded in the Office
of the Register of Deeds of Wake County, North Carolina on
CVt6-r o, 1986 and that this instrument was executed under
and bf virtue of the authority given 1 said instrument granting
him power of attorney; that the said ,chard I.Sfrarn
acknowledged the due execution of the oregoing instrument for
the purposes therein expressed for and in behalf of the said
Pulte Home Corporation.

Witness my hand and notarial seal this Jl>1 of December
1986.



My Commission Expires:
My Commission f.x)i cs i,- '.,;- (l

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PRESENTED FOR REGISTRATION

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON PARK SUBDIVISION

STATE OF NORTH CAROLINA) KNOW ALL MEN BY, THESE PRESENTS: COUNTRY OF WAKE)

THAT WELLINGTON PARK ASSOCIATES III, a North Carolina general partnership (the "Declarant") , is the owner of all that certain tract of land described as Wellington Park Subdivision, located within Wake County, North Carolina, as more particularly described in Exhibit A attached hereto (said subdivision being referred collectively to as the "Subdivision").

Declarant has subdivided or intends to subdivide the property into single-family lots, townhouse lots and condominium units.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof; provided however, that a certain parcel of the Subdivision, more fully described on Exhibit B attached hereto, shall not be subject to the covenants contained in this Declaration if such parcel is conveyed to the Wake County School System for use as a public school site .

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot (excepting a lot platted for condominiums) other than one (1) single-family residence per lot, which residence may not exceed two (2) stories in height, and a private attached garage as provided below: provided, however, that such restriction shall not prohibit the maintenance and occupancy by any builder of model houses.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated

persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage. Each residence may have a private garage suitable for parking not more than three (3) standard size automobiles, which garage shall conform in design and materials with the main structure, and which shall be attached to the main structure.

Section 1.4 Restrictions on Resubdivision. None of the lots, once subdivided by the Declarant, shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or similar substance approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except dog houses) shall be permitted on any lot except that the building or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, motorcycle, pick-up truck, camper, travel or other types of trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the Subdivision. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina, nor shall any vehicle be parked on any street in the Subdivision except in the immediate vicinity of and for the purpose of viewing a model house maintained by a builder.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house, provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Subdivision.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(i) No lot or other area in the Subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots

during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Subdivision.

(k) No individual sewage disposal system shall be permitted in the Subdivision.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(m) No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) No antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure.

(o) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Subdivision is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection

of a street right of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) Except for dog houses, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon, and no greenhouse, gazebo, storage building or other out-building shall be constructed on any lot (except for sales offices and construction trailers during the construction period).

(r) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels. This provision shall not prohibit the construction of driveways within the easement areas.

(s) The general grading, slope and drainage plan of a lot may not be altered without the approval of the Town and other appropriate agencies having authority to grant such approval.

(t) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single family lot or placed in a window for an attached townhouse or condominium unit advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(u) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the Subdivision is prohibited.

(v) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted within the Subdivision.

Section 1.7 Minimum Floor Area. The total air conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and permitted detached accessory buildings, shall be not less than 1,100 square feet for a one and one-half story detached dwelling, 1,550 square feet for a two story detached dwelling, 650 square feet for a one bedroom attached townhouse or condominium,

850 square feet for a two-bedroom attached townhouse or condominium or the minimum habitable floor area as specified by the Town, whichever is the greater.

Section 1.8 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on any recorded plat or as required by the Town. In any event, no detached single family building shall be located on any lot nearer than thirty (30) feet to the right-of-way of a street, nearer than five (5) feet to any side lot line (interior lot line), nearer to any side lot lines such that the aggregate side yards are less than fifteen (15) feet, or nearer than twenty (20) feet to any rear lot line except that structures on corner lots shall be no nearer than eighteen (18) feet to the side property line adjoining the street. For the purposes of these covenants, eaves and steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The Committee may permit deviations in the setback restrictions as long as such setback is in compliance with the minimum requirements of the Town of Cary.

Section 1.9 Fences and Walls. Any fence or wall must be constructed of oiled, stained or painted wood and according to specifications provided by the Committee. Chain link fences are not permitted. A to-scale drawing and evaluation of the fence or wall must be provided to the Committee for its approval. No fence or wall shall be permitted to extend nearer to any street than the back building line of any residence. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend six (6) feet in height.

Section 1.10 Sidewalks. All sidewalks shall conform to the Town, FHA and VA specifications and regulations.

Section 1.11 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Subdivision. The Committee shall use its best efforts to promote and ensure a high level of

taste, design, quality, harmony and conformity throughout the Subdivision consistent with this declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the Board of Directors of Wellington Park Homeowners Association (the "Association") shall appoint a successor member. Upon the termination of Declarant's Class B membership in the Association, the term of office of all members of the Committee appointed by Declarant shall cease, and all members shall thereafter be appointed by the Board of Directors of the Association. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and

(c) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Subdivision. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by personal delivery or by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and

locations of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Committee shall also have the authority to require a minimum 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 2.6 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and

the Committee shall have no obligation to check for errors in or omissions from a -! such plans, or to check for such plans' compliance with the general provisions of this Declaration, Town codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on any now or hereafter recorded plats for the Subdivision. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot.

Section 3.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on any now or hereafter recorded plats for the Subdivision are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Subdivision, whether specifically referred to therein or not.

Section 3.3 Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 3.4 Maintenance of Improvements. Subject to the provisions of the Declaration of Master Covenants, Conditions and Restrictions for Wellington Park Subdivision and any other declarations hereafter recorded for condominiums or townhouses, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 3.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sales or otherwise, as to any breach occurring after such acquisition of title.

Section 3.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 3.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 3.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Subdivision, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Subdivision. This instrument, when executed, shall be filed of record in the deed records of Wake County so that each and every owner or purchaser of any portion of the Subdivision is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 3.9 Enforcement. The owner of any lot in the Subdivision shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit

or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Subdivision whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.10 Definitions of "Owner" and "Lots". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers.), of the fee simple title to a lot on which there is or will be built a single family residence or of the fee simple title to a condominium unit, but not including those having an interest merely as security for the performance of an obligation. Any reference herein to "lots" shall include single family detached dwellings and lots, attached townhouses and condominium units.

Section 3.11 Other Authorities. If other authorities, such as the Town, impose more demanding, extensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 3.12 Addresses. Any notices or correspondence to an Owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of Wake County.

Section 3.13 Amendment. At any time, the owners of the legal title to two-thirds (2/3) of the lots within the Subdivision (as shown by the Wake County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s.), except that, for the five (5) years following the recording of this declaration, no such amendment shall be valid or effective without the joinder of Declarant.

Section 3.14 VA and/or FHA Approval. As long as there remains a Class B membership, the following actions will require the prior approval of the Veterans Administration and/or Federal

EXHIBIT A

BEING ALL that property located in the Town of Cary, Wake County, North Carolina and more particularly described as follows:

Tract 1

BEGINNING **at a** point in the southern right of-way line of U.S. Highway 1, 64, which point has North Carolina Grid Coordinates Y • 728,477.24 and X • 2,069,509.10, which point is also a northeastern corner of property now or formerly belonging to Helen D. Smith as described in deed recorded in Deed Book 1510 at Page 492, Wake County Registry, running thence along the northern line of Tract 1 of Wellington Park P.U.D. as shown on Book of Maps 1986, Page 1262, Wake County Registry North 89 degree • 36 minutes 08 seconds East 1181.32 feet to an existing iron pin on the bank of Straight Branch, running thence North 81 degrees 17 minutes 41 second • **Eaat** 6.0 feet to the centerline of Straight Branch running thence along the centerline of Straight Branch with the following **seven** courses and distances being reference lines: North 09 degrees 4 minutes 44 seconds West 145.91 feet, North 16 degrees 31 minutes 23 seconds West 82.84 feet, North 20 degrees 08 minutes 19 seconds West 89.63 feet, North 29 degrees 08 minutes 56 seconds West 89.18 feet, North 35 **degrees** 27 minutes 02 second • West 76.64 feet, North 12 degrees 48 minutes 10 seconds West 107.46 feet and North 03 degrees 23 minutes 36 seconds West 54.44 feet to a point in the southern right-of-way line of U.S. Highway 1, 64, the northwest corner of property now or formerly belonging to Edward E. Hollowell, Trustee, as described in deed recorded in Deed Book 3590 at Page 788, Wake County Registry, running thence with the southern right-of-way line of U.S. Highway 1, 64 South 58 degrees 11 minutes 12 seconds West 1168.36 feet to the point and place of BEGINNING, and containing 8.362 acres as generally shown on a survey entitled "Property of WELLINGTON PARK ASSOCIATES III" prepared by Sullivan Survey Company and drawn by Hooks, and bearing Project No. 035185.5.

Tract 2

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 O. 8. Ri9hvay 1, , 4, which point **11 al10** the northealt property
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 in Deed Book 1940 **at Pa9e** Wake County **Re9iltry** runnin9
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 Putney, al delcribed in **deed** recorded in **Dee4 Book 1115 at Page**
552, Wake County Re9iltry ruMin9 thence South **02 de9reel 07'**
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 lept111lber 12, lt11 and bearlnt project no. 035115.t.

Tract 3

Beginning at a point in the northern right-of-way line of U. S. Highway 1, 64, which point is also the point where the western property line of property now or formerly belonging to D. L. Putney, as described in deed recorded in Deed Book 1115, at Page 552, Wake County Registry, intersects the southern property line of U. S. Highway 1, 64, thence with Putney's western line South 02 degree 19' 49" West 732.00 feet to a point, thence leaving Putney's line and running North 88 degree 20' 11" West 1095.76 feet to a point in the northern right-of-way line of U. S. Highway 1, 64, thence with **laid** northern right-of-way line of U. S. Highway 1, 64 North 58 degree 07' 29" East 1324.84 feet to the point and place of beginning and containing 9.206 acre more or less, and shown as Tract 2 on a map prepared by Sullivan Survey Company entitled "property of Wellington Park Association III" drawn by Rook dated September 12, 1986 and bearing project no. 035185.9.

.. Tract 4

All of parcels 1, 2, 3, 5, 7, and 8 as shown on a map recorded in Book of Maps 1986, Page 1262, Wake County Registry.



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CONSENT TO DECLARATION

The undersigned, the owner of Lots 1, 2, 3, 53, 54, 55, and 56 in Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1479, Wake County Registry; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1651, Wake County Registry; Lots 23, 24, 25, 26, 49, 50, 51, and 52 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986, Page 1833, Wake County Registry; Lots 27, 28, 29, 30, 31, 32, 42, 43, 44, 45, 46, 47, and 48 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986 at Page 1975, Wake County Registry; and Lots 33, 34, 35, 36, 37, 38, 39, 40, and 41 of Wellington Place Subdivision Phase I as recorded in Book of Maps 1986 at Page 1976, Wake County Registry, hereby consents to the above Declaration and agrees that such lots shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens set forth in the above Declaration.

R_____

(SEAL)

Name:
Attorney-in-Fact

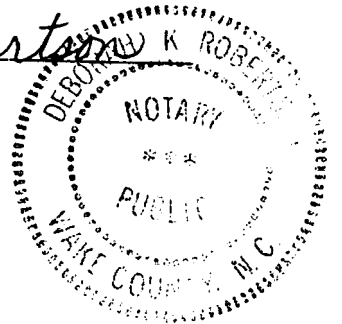
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Z:bot-ab K. (/Pkct,on, a Notary Public of the
aforesaid County andsfate, do hereby certify that l:f/'4rdL,
6-h-om, attorney-in-fact forPulte Home orporation,
personally appeared before me this day, and being by me duly
sworn, acknowledged that he executed the foregoing instrument for
and in behalf of Pulte Home Corporation and that his authority to
execute and acknowledge said instrument is contained in an
instrument duly executed, acknowledged and recorded in the Office
of the Register of Deeds of Wake County, North Carolina on
h ff\l:, 3o, 1986 and that this instrument was executed under
and by virtue of the authority given by said instrument granting
him power of attorney; that the said c.hatd. L.S..Jom
acknowledged the due execution of the forgoing instrument for
the purposes therein expressed for and in behalf of the said
Pulte Horne Corporation.

Witness my hand and notarial seal this "9Dth day of -December,
1986.

Deborah K. Robertson
Notary Public



My Commission Expires:

My Commission Expire:; 6-18-SO