

NORTH CAROLINA

WAKE COUNTY

JUL 2 2 43 PM '87
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE HARRINGTON GROVE COMMUNITY
ASSOCIATION, INC.

THIS FIRST AMENDMENT TO DECLARATION, made this 29th day of June, 1987, by WAKE-DURHAM LAND COMPANY, a North Carolina General Partnership (hereinafter the "Declarant"), and JOHN CROSLAND COMPANY, a North Carolina Limited Partnership, WAYNE M. GIBSON BUILDING CORPORATION, a North Carolina corporation, NICHOLSON HOMES, INC., a North Carolina corporation, and ROBUCK HOMES, INC., a North Carolina corporation (hereinafter collectively referred to as the "Builders");

W I T N E S S E T H:

WHEREAS, Declarant has recorded that certain Declaration of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc. (hereinafter the "Declaration"), in Book 4012 at Page 6 in the WAKE County Public Registry;

WHEREAS Declarant and Builders are the owners of all of the real property described in Article II of said Declaration (hereinafter the "Property" or "Harrington Grove");

WHEREAS, Declarant and Builders desire to amend said Declaration to make the changes necessary to ensure that the Declaration meets all FNMA requirements;

NOW, THEREFORE, the parties hereto do hereby agree that the Declaration be and hereby is amended as set forth herein and that the Property shall be and hereby is subjected to this First Amendment To Declaration as follows:

1. Article II of the Declaration is amended by adding thereto the following new section at the end thereof:

"Section 3. Management by the Directors. The affairs of the Association shall be managed by a Board of Directors, the number and terms of which shall be determined under the provisions of the By-Laws of the Association. Until otherwise mandated by the provisions of subparagraph (c) of this Section 3, there shall be two classes of directors: Class I directors elected by the Type "A", "A-1", "B", "B-1", and "D" Members; and Class II directors elected by the Type E Member. Except in the case of an unexpected vacancy on the Board of Directors, which shall be filled by the remaining directors as provided in the By-Laws, the directors of the Association shall be elected at the annual meeting of Members by secret written ballot.

(a) Each Type "A", "A-1", "B", "B-1", and "D" Member shall be entitled to as many votes as equals the total number of votes he is entitled to based on his Ownership of or Tenancy in one or more of the various classifications of property as computed by the formula set out in Section 2 of this Article III. Each Member may cast the total number of votes to which he is entitled for each vacancy to be filled by a Class I Director. Cumulative voting shall not be allowed. Members, except the Type "E" Member, are divided into classes for the purpose of computing voting rights and shall not vote as a class.

(b) The Type "A", "A-1", "B", "B-1", and "D" Members shall elect the Class I Director(s), and the Type "E" Member shall elect the Class II Director(s) according to the following formula:

(1) The number of Class I Directors shall be determined by dividing the number of Residential Lots and Family Dwelling Units owned by Type "A" and "A-1" Members by the

cumulative maximum number of Residential Lots and Family Dwelling Units authorized by the zoning ordinance of the appropriate governmental unit under the applicable zoning classification, then multiplying the resulting quotient by the total number of Directors, and then rounding the result to the nearest whole number, e.g., 1.49 = 1, and 1.50 = 2.

(2) The number of Class II Directors shall be determined by subcontracting the number of Class I Directors from the total number of Directors. The Class II Directors shall be elected by the Type "E" Member.

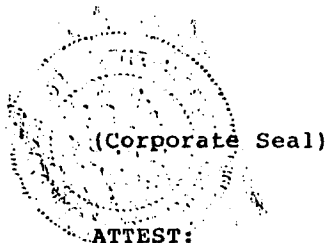
(3) For the purposes of this formula, the number of Residential Lots and Family Dwelling Units owned by Type "A" and Type "A-1" Members and the cumulative maximum number of Residential Lots and Family Dwelling Units authorized in the Properties shall be determined by the Board of Directors as of the date on which of the meeting of the Members at which the Board of Directors is to be elected is mailed.

(c) If, on June 30, 1994, the Class II directors constitute a majority of the Board of Directors, the number of Class II directors shall be limited to the lesser of the number of Class II directors computed in accordance with subparagraph (b) above or the nearest whole number less than one-half of the total number of directors on the Board. It is the intent of this subparagraph that after June 30, 1994, the Type "A", "A-1", "B", "B-1" and "D" Members shall be entitled to elect a majority of the Board of Directors."

2. Section 11 of Article VIII of the Declaration is deleted and the following new paragraph is substituted therefor:

"Section 11. Management and Contract Rights of the Association. The Declarant may enter into contracts or leases (including contracts with a manager or management company) for the purposes of providing all elements of the operation, care and supervision, maintenance and management of the Property. No contract or lease entered into by the Declarant or by the Association while the Declarant is in control of the Board of Directors (i.e., elects a majority of the Board of Directors) shall be binding on the Association, either directly or indirectly, unless such contract or lease contains a provision allowing the Association to terminate such contract or lease after transfer of control, without cause or justification and without penalty, upon not more than 90 days notice to the other party to such contract or lease. Furthermore, no contract or lease entered into by the Declarant or by the Association while the Declarant is in control of the Board of Directors shall be binding on the Association unless the Association, after passage of control, adopts or ratifies such contract or lease."

IN WITNESS WHEREOF, the Declarant and the Builders have caused this instrument to be executed as of the day and year first above written.



ATTEST:

Beth J. Nance
(Secretary)

WAKE-DURHAM LAND COMPANY,
A North Carolina General Partnership

By: The Crosland Group, Inc.,
a North Carolina corporation,
General Partner

By: Dan C. Z. Rame
President

JOHN CROSLAND COMPANY,
a North Carolina Limited Partnership

(Corporate Seal)

By: Crosland Homes, Inc.,
a North Carolina corporation,
General Partner

By: Douglas L. Boone
Vice President

ATTEST:

Barbara J. Nazzari
Secretary

NORTH CAROLINA - MECKLENBURG COUNTY

This 29th day of June, 1987, personally came before me Douglas L. Boone, who, being duly sworn, says that he is Vice President of The Crosland Group, Inc., a North Carolina corporation and a General Partner of Wake-Durham Land Company, a North Carolina General Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him in behalf of said corporation as a General Partner of said partnership by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation and said partnership.

Witness my hand and official stamp and seal, the day and year first above written.

Janice L. Bradshaw
Notary Public
My Commission Expires: 11-19-90

NORTH CAROLINA - MECKLENBURG COUNTY

This 29th day of June, 1987, personally came before me Douglas L. Boone, who, being duly sworn, says that he is Vice President of Crosland Homes, Inc., a North Carolina corporation and a General Partner of John Crosland Company, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him in behalf of said corporation as a General Partner of said partnership by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation and said partnership.

Witness my hand and official stamp and seal, the day and year first above written.

Janice L. Bradshaw
Notary Public
My Commission Expires: 11-19-90



ATTEST:

Sharon A. Long
Secretary

WAYNE M. GIBSON BUILDING CORPORATION,
a North Carolina corporation

By:

Wayne M. Gibson
President

(Corporate Seal)

ATTEST:

Shirley A. Ardeno
Secretary

NICHOLSON HOMES, INC.,
a North Carolina corporation

By:

James M. Nicholson
President

(Corporate Seal)

ATTEST:

Janet P. Hedrick
Secretary

ROBUCK HOMES, INC.,
a North Carolina corporation

By:

Arthur W. Shen
President

NORTH CAROLINA - WAKE COUNTY

This 24th day of June, 1987, personally came before me Wayne M. Gibson, who, being duly sworn, says that he is President of Wayne M. Gibson Building Corporation, a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp and seal, the day and year first above written.

Arthur W. Shen
Notary Public

My Commission Expires: 12-31-91

NORTH CAROLINA - WAKE COUNTY

This 31st day of June, 1987, personally came before me James H. Thompson, who, being duly sworn, says that he is President of Nicholson Homes, Inc., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp and seal, the day and year first above written.

Gertrude W. Ferenczi
Notary Public

My Commission Expires: 12-31-91

NORTH CAROLINA - WAKE COUNTY

This 31st day of June, 1987, personally came before me Gertrude W. Ferenczi, who, being duly sworn, says that he is President of Robuck Homes, Inc., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said James H. Thompson President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp and seal, the day and year first above written.

Gertrude W. Ferenczi
Notary Public

My Commission Expires: 12-31-91

NORTH CAROLINA - WAKE COUNTY

The foregoing certificates of Janice L. Buckshaw
and Gertrude W. Ferenczi

Notaries Public, are certified to be correct. This instrument and these certificates 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: Regina R. Cooke
Asst. Deputy Register of Deeds

STATE OF NORTH CAROLINA
WAKE COUNTY

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE HARRINGTON GROVE COMMUNITY
ASSOCIATION, INC.

THIS SECOND AMENDMENT TO DECLARATION, made this 22nd day of February, 1988, by WAKE DURHAM LIMITED PARTNERSHIP, a North Carolina Limited Partnership (hereinafter the "Declarant"), and consented to by DOUGLAS F. WOOLLEY III (hereinafter "Trustee") and FIRST UNION NATIONAL BANK (hereinafter the "Lender");

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded that certain Declaration Of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc., in Book 4012 at Page 6 in the WAKE County Public Registry, and that certain First Amendment To Declaration Of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc., in Book 4057 at Page 295 in the Wake County Public Registry (hereinafter individually and collectively referred to as the "Declaration");

WHEREAS, pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex additional property within the area described in said Section 2(a) and to subject such property to the Declaration and to the jurisdiction of the Harrington Grove Community Association, Inc.;

WHEREAS, Declarant is the owner of all of the property being annexed herein;

WHEREAS, the Lender is the beneficiary and the Trustee is the trustee on that certain Deed of Trust recorded in Book 3684 at Page 889 in the Wake County Public Registry, as modified by a Modification Agreement recorded in Book 3778 at Page 406 in the Wake County Public Registry, which Deed of Trust is an encumbrance upon the property being annexed herein; and

WHEREAS, Trustee and Lender desire to exhibit their consent to the annexation of the property described herein;

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the following-described property shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Harrington Grove Community Association, Inc., and by execution of this document, the Trustee and the Lender each evidence his/its consent to such annexation:

THE ARBOR

Lying and being in Leesville Township, Wake County, North Carolina, and being more particularly described as being all of the real property, consisting of 14.728 acres, more or less, shown and identified on that plat of survey entitled "THE ARBOR AT HARRINGTON GROVE", prepared by Barrett Kays & Associates, dated 11/19/87, and recorded in Book of Maps 1988 at Pages 222 through 224 in the WAKE County Public Registry, which property includes Lots 1 through 47 of THE ARBOR AT HARRINGTON GROVE as shown on the aforementioned recorded plat.

RECORDED
20:5 11 1988

20:5 11 1988

RECORDED
20:5 11 1988

THE COMMONS

Lying and being in Leesville Township, Wake County, North Carolina, and being more particularly described as being all of the real property, consisting of 8.970 acres, more or less, shown and identified on that plat of survey entitled "THE COMMONS AT HARRINGTON GROVE", prepared by Barrett Kays & Associates, dated 11/19/87, and recorded in Book of Maps 1988 at Pages 217 through 219 in the WAKE County Public Registry, which property includes Lots 1 through 40 of THE COMMONS AT HARRINGTON GROVE as shown on the aforementioned recorded plat.

COMMON PROPERTY, SECTION 4, TRACT B

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

BEGINNING at a new iron pipe in the northern right-of-way line of New Leesville Boulevard (said pipe being located the following courses and distances from NCGS Monument "ANGUS II": North 39° 25' 34" East a distance of 9,847.39 feet to a new iron pipe in the northern right-of-way line of New Leesville Boulevard; thence along and with said right-of-way line along a curve to the right having a radius of 1930.51 feet a distance of 996.27 feet to an existing iron pipe; thence North 27° 44' 43" West a distance of 446.75 feet to the point of beginning); running thence along and with said right-of-way line North 27° 44' 43" West a distance of 238.48 feet to a new iron pipe; leaving said right-of-way and running thence South 87° 44' 43" East a distance of 475.00 feet to a new iron pipe; running thence South 82° 44' 43" East a distance of 290.00 feet to a new iron pipe; running thence North 87° 15' 17" East a distance of 550.00 feet to a new iron pipe; running thence South 02° 44' 43" East a distance of 100.00 feet to a new iron pipe; running thence South 82° 15' 17" West a distance of 115.00 feet to a new iron pipe; running thence North 73° 44' 43" West a distance of 50.00 feet to a new iron pipe; running thence South 84° 15' 17" West a distance of 80.00 feet to a new iron pipe; running thence South 42° 15' 17" West a distance of 100.00 feet to a new iron pipe; running thence South 88° 15' 17" West a distance of 290.00 feet to a new iron pipe; running thence North 81° 44' 43" West a distance of 260.00 feet to a new iron pipe; running thence North 56° 44' 43" West a distance of 100.00 feet to a new iron pipe; running thence South 88° 15' 17" West a distance of 150.00 feet to a new iron pipe; running thence South 56° 15' 17" West a distance of 139.42 feet to the POINT AND PLACE OF BEGINNING, being 4.258 acres, more or less, identified as "SECTION 4, TRACT B COMMON PROPERTY" on that certain plat of survey entitled "Plat of Survey for: WAKE DURHAM LIMITED PARTNERSHIP", prepared by Barrett Kays & Associates, dated 2-15-88, and recorded in Book of Maps 1988 at Page 221 in the WAKE County Registry.

Said property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (all hereinafter sometimes referred to as the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the real property and be binding on all parties having or acquiring any right, title and interest in the above-described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each of the undersigned has caused this Second Amendment To Declaration to be executed and sealed in its corporate name by its duly authorized officers, or has hereunto set his hand and seal, the day and year first above written.

WAKE DURHAM LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

(Seal)

By: Crosland Management Limited Partnership,
a North Carolina Limited Partnership
General Partner

(Seal)

By: Crosland Apartment Investors, Inc.
a North Carolina corporation
General Partner

(Corporate Seal)

By: Douglas H. Boone
Douglas H. Boone
Vice President



ATTEST:

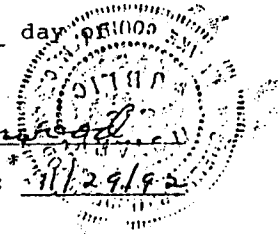
Richard W. Moore
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Shelia R. Underwood, a Notary Public for Wake County, North Carolina, certify that DOUGLAS L. BOONE personally appeared before me this day and, being by me duly sworn, says and deposes that he is Vice President of CROSLAND APARTMENT INVESTORS, INC., a North Carolina corporation and a General Partner of CROSLAND MANAGEMENT LIMITED PARTNERSHIP, a North Carolina Limited Partnership and a General Partner of WAKE DURHAM LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that the said written instrument was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of said corporation as a General Partner of said Crosland Management Limited Partnership as a General Partner of said Wake Durham Limited Partnership by its authority duly given. And the said Vice President acknowledged the said written instrument to be the act of said corporation and said partnerships.

WITNESS my hand and official seal, this the 22nd day of February, 1988.

Shelia R. Underwood
Notary Public
My commission expires: 7/29/92



Douglas F. Woolley III (SEAL)
 DOUGLAS F. WOOLLEY III
 Trustee

FIRST UNION NATIONAL BANK

By: Douglas F. Woolley III
 Vice President

ATTEST:

T.D. Puchak
 Secretary

NORTH CAROLINA -- MECKLENBURG COUNTY

I, DEBORAH M. OLSAKOVSKY, a Notary Public for Mecklenburg County, North Carolina, certify that DOUGLAS F. WOOLLEY III, personally appeared before this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of February, 1988.

Deborah M. Olsakovsky
 Notary Public
 My commission expires: 1/26/92

NORTH CAROLINA -- MECKLENBURG COUNTY

I, DEBORAH M. OLSAKOVSKY, a Notary Public for Mecklenburg County, North Carolina, certify that DOUGLAS F. WOOLLEY III personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of FIRST UNION NATIONAL BANK, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that the said written instrument was signed and sealed by him and attested by T.D. PUCHAK as its Assistant Secretary in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp or seal, this the 12th day of February, 1988.

Deborah M. Olsakovsky
 Notary Public
 My commission expires: 1/26/92

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate of Skilda R. Underwood
Deborah M. Olsakovsky
 Notary Public is

(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: Kristian D. Bullock
 Deputy Register of Deeds

000103

PRESENTED
FOR
STATE OF NORTH CAROLINA
WAKE COUNTY 88 OCT 12 AM 11:39

KENNETH F. JOLKINS
REGISTER OF DEEDS
WAKE COUNTY

THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE HARRINGTON GROVE COMMUNITY
ASSOCIATION, INC.

THIS THIRD AMENDMENT TO DECLARATION, made this 7th day of October, 1988, by WAKE DURHAM LIMITED PARTNERSHIP, a North Carolina Limited Partnership (hereinafter the "Declarant"), and consented to by DOUGLAS F. WOOLLEY III (hereinafter "Trustee") and FIRST UNION NATIONAL BANK (hereinafter the "Lender");

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded that certain Declaration Of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc., in Book 4012 at Page 6 in the WAKE County Public Registry, and that certain First Amendment To Declaration Of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc., in Book 4057 at Page 295 in the Wake County Public Registry, and that certain Second Amendment To Declaration Of Covenants, Conditions And Restrictions Of The Harrington Grove Community Association, Inc., in Book 4206 at Page 414 in the Wake County Public Registry (hereinafter individually and collectively referred to as the "Declaration");

WHEREAS, pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex additional property within the area described in said Section 2(a) and to subject such property to the Declaration and to the jurisdiction of the Harrington Grove Community Association, Inc.;

WHEREAS, Declarant is the owner of all of the property being annexed herein;

WHEREAS, the Lender is the beneficiary and the Trustee is the trustee on that certain Deed of Trust recorded in Book 3684 at Page 889 in the Wake County Public Registry, as modified by a Modification Agreement recorded in Book 3778 at Page 406 in the Wake County Public Registry, which Deed of Trust is an encumbrance upon the property being annexed herein; and

WHEREAS, Trustee and Lender desire to exhibit their consent to the annexation of the property described herein;

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on Exhibit A attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Harrington Grove Community Association, Inc., and by execution of this document, the Trustee and the Lender each evidence his/its consent to such annexation:

Said property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (all hereinafter sometimes referred to as the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the real property and be binding on all parties having or acquiring any right, title and interest in the above-described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each of the undersigned has caused this Third Amendment To Declaration to be executed and sealed in its corporate name by its duly authorized officers, or has hereunto set his hand and seal, the day and year first above written.

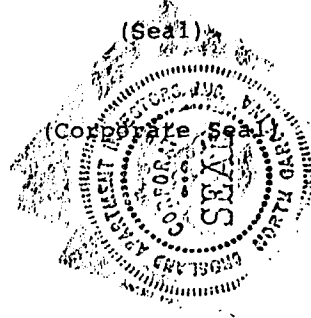
WAKE DURHAM LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

(Seal)

By: Crosland Management Limited Partnership,
a North Carolina Limited Partnership
General Partner

By: Crosland Apartment Investors, Inc.
a North Carolina corporation
General Partner

By: Douglas L. Boone
Douglas L. Boone
Vice President



ATTEST:

Maurice M. Hays
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Carol J. Boudier, a Notary Public for Mecklenburg County, North Carolina, certify that DOUGLAS L. BOONE personally appeared before me this day and, being by me duly sworn, says and deposes that he is Vice President of CROSLAND APARTMENT INVESTORS, INC., a North Carolina corporation and a General Partner of CROSLAND MANAGEMENT LIMITED PARTNERSHIP, a North Carolina Limited Partnership and a General Partner of WAKE DURHAM LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that the said written instrument was signed and sealed by him and attested by Maurice M. Hays as its Assistant Secretary in behalf of said corporation as a General Partner of said Crosland Management Limited Partnership as a General Partner of said Wake Durham Limited Partnership by its authority duly given. And the said Vice President acknowledged the said written instrument to be the act of said corporation and said partnerships.

WITNESS my hand and official seal, this the 7th day of
October, 1988.



Carol J. Boudier
Notary Public
My commission expires: 10-29-91

Douglas F. Woolley III (SEAL)
DOUGLAS F. WOOLLEY III
Trustee

FIRST UNION NATIONAL BANK

By: *Douglas F. Woolley III*
VICE President

ATTEST: *Dave Mullington*
Asst. Secretary

(Corporate Seal)

NORTH CAROLINA -- MECKLENBURG COUNTY

I, *Jennifer A. McNeil*, a Notary Public for Mecklenburg County, North Carolina, certify that DOUGLAS F. WOOLLEY III, Trustee, personally appeared before this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 7th day of October, 1988.

Jennifer A. McNeil
Notary Public
My commission expires: 5-12-91

NORTH CAROLINA -- MECKLENBURG COUNTY

I, *Jennifer A. McNeil*, a Notary Public for Mecklenburg County, North Carolina, certify that *Douglas F. Woolley III* personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of FIRST UNION NATIONAL BANK, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that the said written instrument was signed and sealed by him and attested by *Dave Mullington* as its Assistant Secretary in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official stamp or seal, this the 7th day of October, 1988.

Jennifer A. McNeil
Notary Public
My commission expires: 5/12/91

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificates of *Jennifer A. McNeil* and *Carol J. Parker*, Notaries Public, are certified to be correct. This instrument and these certificates 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: *Dail C. Thayer*
Deputy Register of Deeds

EXHIBIT "A"

Being a 7.44 acre tract in Leesville Township, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pin North 28 13' 01" East a distance of 11,240.8054 feet from NCGS Mon. Angus 2 N(Y) 783,106.80 E(X) 2,069,201.95, being the north-east corner of Lot 16 of The Commons at Harrington Grove, as shown on Book of Maps 1988 at Page 1385 of the Wake County Public Registry; running thence North 31 53' 55" West a distance of 88.00 feet to an existing iron pin; running thence North 31 53' 55" West a distance of 40.00 feet to an existing iron pin; running thence a curve to the left a radius of 320.00 feet (chord bearing South 56 47' 37" West) a distance of 14.61 feet to an existing iron pin; running thence North 34 30' 50" West a distance of 108.62 feet to a new iron pin; running thence North 34 30' 50" West a distance of 13.60 feet to an existing iron pin; running thence North 40 09' 57" East a distance of 12.16 feet to an existing iron pin; running thence North 34 07' 45" East a distance of 80.01 feet to an existing iron pin; running thence North 19 26' 55" East a distance of 6.12 feet to a new iron pin; running thence North 19 26' 55" East a distance of 77.53 feet to an existing iron pin; running thence North 33 15' 17" East a distance of 4.75 feet to a new iron pin; running thence North 33 15' 17" East a distance of 67.57 feet to a new iron pin; running thence North 33 15' 17" East a distance of 7.68 feet to an existing iron pin; running thence North 33 15' 17" East a distance of 52.34 feet to a new iron pin; running thence North 33 15' 17" East a distance of 27.66 feet to an existing iron pin; running thence North 34 21' 24" East a distance of 37.24 feet to a new iron pin; running thence North 34 21' 24" East a distance of 46.72 feet to an existing iron pin; running thence North 41 10' 43" East a distance of 63.30 feet to a new iron pin; running thence North 41 10' 43" East a distance of 10.65 feet to an existing iron pin; running thence North 48 53' 17" East a distance of 63.64 feet to an existing iron pin; running thence North 48 53' 17" East a distance of 10.31 feet to an existing iron pin; running thence North 56 35' 51" East a distance of 46.02 feet to a new iron pin; running thence North 56 35' 51" East a distance of 27.93 feet to an existing iron pin; running thence North 64 27' 21" East a distance of 77.94 feet to an existing iron pin; running thence North 72 31' 40" East a distance of 74.58 feet to an existing iron pin; running thence North 80 12' 29" East a distance of 31.10 feet to a new iron pin; running thence North 80 12' 29" East a distance of 42.85 feet to an existing iron pin; running thence North 87 55' 03" East a distance of 16.50 feet to a new iron pin; running thence South 11 31' 41" East a distance of 84.60 feet to a new iron pin; running thence South 11 31' 41" East a distance of 88.11 feet to a new iron pin; running thence South 11 31' 41" East a distance of 61.00 feet to a new iron pin; running thence South 11 31' 41" East a distance of 73.60 feet to a new iron pin; running thence South 08 58' 17" East a distance of 77.35 feet to a new iron pin; running thence South 11 00' 51" East a distance of 60.77 feet to a new iron pin; running thence South 82 48' 45" West a distance of 52.76 feet to a new iron pin; running thence South 29 13' 06" West a distance of 90.34 feet to a point; running thence South 31 05' 21" West a distance of 40.01 feet to a point; running thence South 31 58' 01" West a distance of 91.59 feet to a new iron pin; running thence North 40 33' 19" West a distance of 15.11 feet to a new iron pin; running thence South 68 32' 40" West a distance of 113.74 feet to a point; running thence a curve to the right a radius of 820.00 feet (chord bearing South 20 37' 04" East) a distance of 23.98 feet to a point; running thence South 70 13' 11" West a distance of 40.00 feet to a point; running thence South 75 00' 15" West a distance of 75.11 feet to a new iron pin; running thence South 75 00' 15" West a distance of 25.30 feet to an existing iron pin; running thence South 75 00' 15" West a distance of 34.72 feet to a new iron pin; running thence South 75 00' 15" West a distance of 60.01 feet to an existing iron pin; running thence South 66 13' 01" West a distance of 22.85 feet to an existing iron pin; running thence South 66 13' 01" West a distance of 31.46 feet to the POINT AND PLACE OF BEGINNING.

now or formerly owned by Donald L. Koshler (Durham County Deed Book 1119, Page 854); running thence along and with the southern line of the Koshler property South 88 18'43" East a distance of 755.78 feet to an existing iron pipe at the southwest corner of the property acquired by Wake-Durham Land Company by warranty deed recorded in Book 3765 at Page 372, Wake County Registry, said pipe also marking the southeast corner of the Koshler property; running thence along and with the eastern line of the Koshler property the following courses and distances: North 34 39'39" East a distance of 153.70 feet to a point; North 43 54'36" East a distance of 77.85 feet to a point; North 25 23'32" East a distance of 95.48 feet to a point; North 31 47'05" East a distance of 244.63 feet to a point; North 62 22'04" East a distance of 15.05 feet to a point; North 31 03'14" East a distance of 117.53 feet to a point; North 03 21'04" East a distance of 19.54 feet to a point; North 26 46'47" East a distance of 85.05 feet to a point located at the southwest corner of the property acquired by Wake-Durham Land Company by warranty deed recorded in Book 3635 at Page 194, Wake County Registry (Durham County Deed Book 1255, Page 547); North 25 39'58" East a distance of 127.87 to a point; North 24 09'52" East a distance of 271.06 feet to a point, said point being the intersection of the southeast corner of the property now or formerly owned by J. W. Parish (Durham County Deed Book 243, Page 370) and the southwest corner of the property now or formerly owned by K. R. Eagle (Durham County Deed Book 998, Page 294); running thence along and with the southern line of the Eagle property the following courses and distances: North 24 18'47" East a distance of 335.23 feet to a point; North 04 14'25" East a distance of 210.02 feet to a point; North 39 01'24" East a distance of 316.21 feet to a point, the southeast corner of the Eagle property and the southwest corner of the property now or formerly owned by Eliecer Nieves (Durham County Deed Book 1000, Page 448); running thence along and with the southern line of the Nieves property North 52 27'24" East a distance of 352.70 feet to a point, the southeast corner of Nieves and the southwest corner of the property now or formerly owned by R. M. Sherer (Durham County Deed Book 999, Page 500); running thence along and with the southern line of the Sherer property North 65 34'23" East a distance of 164.39 feet to a point; continuing with the southern line of Sherer North 63 56'48" East a distance of 20.82 feet to a point, the southeast corner of the Sherer property and the southwest corner of the property now or formerly owned by Mary F. Carpenter (Durham County Deed Book 253, Page 448); running thence along and with the southern line of the Carpenter property the following courses and distances: South 80 20'18" East a distance of 475.05 feet to a point; South 77 24'55" East a distance of 244.31 feet to a point; North 55 09'18" East a distance of 313.80 feet to a point in the northern line of the property acquired by Wake-Durham Land Company by warranty deed recorded in Book 3635 at Page 191, Wake County Registry (Durham County Deed Book 1255, Page 544); North 86 02'42" East a distance of 238.79 feet to a point; North 81 53'16" East a distance of 321.85 feet to a point in the southern line of the property now or formerly owned by Mary F. Carpenter (Durham County Deed Book 1255, Page 381); running thence North 61 09'39" East a distance of 59.68 feet to a new iron pipe at the southeast corner of the Carpenter property; running thence along and with the eastern line of the Carpenter property North 00 16'07" West a distance of 951.32 feet to a new iron pipe in the southern line of the 60-foot right-of-way of S.R. 1901; running thence along and with the southern right-of-way line of S.R. 1901 the following courses and distances: North 77 36'21" East a distance of 169.35 feet to a new iron pipe; North 73 54'11" East a distance of 270.05 feet to a new iron pipe; leaving the southern right-of-way of S.R. 1901 and running thence North 69 38'35" East a distance of 63.74 feet to a P K Nail; running thence North 41 38'26" East a distance of 63.94 feet to a P K Nail; running thence North 69 25'16" East a distance of 290.26 feet to a P K Nail; running thence South 28 46'16" East a distance of 29.12 feet to a existing iron pipe at the intersection of the southern right-of-way line of S.R. 1901 with the western line of the

property now or formerly owned by Alexander Polishuk (Wake County Deed Book 2054, Page 455); running thence along and with the western line of Polishuk property South 28 46'14" East a distance of 563.53 feet to an existing iron pipe; continuing with the western line of the Polishuk property South 03 45'36" West a distance of 46.74 feet to an existing iron pipe at the northwest corner of the property now or formerly owned by Richard A. Shapiro (Wake County Deed Book 1882, Page 305; Wake County Deed Book 2642, Page 206); running thence along and with the western line of the Shapiro property the following courses and distances: South 03 44'51" West a distance of 761.86 feet to a new iron pipe; South 70 01'04" West a distance of 443.67 feet to an existing iron pipe in the eastern line of the 60-foot right-of-way of S.R. 1840; running along and with the eastern right-of-way line of said S.R. 1840 South 20 24'09" East a distance of 59.94 feet to an existing angle iron; leaving the eastern right-of-way line of said S.R. 1840 and running thence North 69 55'55" East a distance of 417.16 feet to an existing angle iron at the southwest corner of the Shapiro property and the northwest corner of the property now or formerly owned by C. H. Holding (Wake County Deed Book 1868, Page 223; Wake County Deed Book 1510, Page 383); running thence along and with the western line of the Holding property the following courses and distances: South 02 31'02" West a distance of 93.30 feet to an existing iron pipe; South 00 17'22" West a distance of 679.21 feet to a new iron pipe; South 72 41'35" West a distance of 135.16 feet to a new iron pipe in the eastern right-of-way line of the 60-foot right-of-way of S.R. 1840; continuing with the western line of the Holding property and the eastern right-of-way line of said S.R. 1840 South 19 50'25" East a distance of 50.04 feet to an existing iron pipe; South 19 50'25" East a distance of 254.20 feet to a new iron pipe; continuing with the western line of the Holding property but leaving the eastern right-of-way of S.R. 1840 South 80 00'14" West a distance of 30.83 feet to a point within the 60-foot right-of-way of said S.R. 1840, said point being the northeast corner of the property acquired by Wake-Durham Land Company by warranty deed recorded in Book 3756 at Page 670, Wake County Registry; continuing with the western line of the Holding property and within the right-of-way of said S.R. 1840 the following courses and distances: South 14 16'58" East a distance of 10.07 feet to a point; South 15 07'07" East a distance of 225.59 feet to a point; South 17 15'07" East a distance of 223.42 feet to a point; South 19 01'02" East a distance of 256.26 feet to a point; South 19 20'11" East a distance of 231.89 feet to a point; South 08 57'40" East a distance of 163.69 feet to a point; South 01 26'25" West a distance of 99.80 feet to a point; South 05 19'32" West a distance of 105.54 feet to a point; South 07 41'30" West a distance of 78.66 feet to a point; South 09 26'27" West a distance of 776.87 feet to a point; South 12 00'40" West a distance of 209.74 feet to a point; South 14 04'10" West a distance of 34.90 feet to a point; leaving said S.R. 1840 and running thence North 89 34'55" West a distance of 465.61 feet to an existing iron pipe at the northwest corner of the property now or formerly owned by Michael E. Brown (Wake County Deed Book 3509, Page 398); running thence along and with the western line of the Brown property South 02 30'47" West a distance of 300.12 feet to an existing iron pipe, the southwest corner of the Brown property and the northwest corner of the property now or formerly owned by Thomas Charles Mee (Wake County Deed Book 1598, Page 767); running thence along and with the western line of the Mee property South 02 30'47" West a distance of 314.00 feet to a new iron pipe at the southwest corner of the Mee property; running thence along and with the southern line of the Mee property South 86 59'13" East a distance of 259.00 feet a new iron pipe in the western right-of-way line of the 60-foot right-of-way of S.R. 1840; running thence along with the western right-of-way line of S.R. 1840 the following courses and distances: South 22 11'57" West a distance of 30.67 feet to a point; South 14 38'08" West a distance of 108.39 feet to a point; South 09 05'46" East a distance of 110.71 feet to a point; South 25 40'55" East a distance of 106.57 feet to a point; South 33 59'56" East a distance of 103.09 feet to

EXHIBIT "B"

HARRINGTON GROVE

MEMBERSHIP, VOTING RIGHTS AND ASSESSMENTS

Membership Type (III.2)	Property Type (I)	Voting Rights (III.2)	Maximum Regular Annual Assessment (V)
Type A	Family Dwelling Units (I.k) [excluding Apartment Units (I.ff)]	2 votes per lot or unit	\$144.00
Type A-1	Apartment Units (I.ff)	1 vote per unit	\$144.00
Type B	Residential Lots (I.f)	2 votes per lot or unit	\$144.00
Type B-1	Mutiple-Family Tracts (I.g)	1 vote per \$100 assessments paid	\$25/acre, \$195 minimum
Type C	Other Use Sites (I.h)	No vote	\$25/acre, \$195 minimum
Type C-1	Other Use Units (I.i)	No vote	\$0.05 per Square foot
Type D	Development Unit Parcels (I.i) Unsubdivided Land (I.j)	1 vote per \$100 assessments paid	\$25/acre, no minimum
Type E	Declarant	Votes only for election of Board of Directors	Based on type of land owned [Type A, A-1, B, B-1, C, C-1 & D]