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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ETHAN'S GLEN SUBDIVISION

Prepared by and Hold for Kristen L. Zillioux; Box #111

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WITHDRAWAL AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
ETHAN'S GLEN SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by CONTENTNEA CREEK DEVELOPMENT COMPANY, INC., a North Carolina Corporation with its principal office located at 7701 Bent Hill Court, Raleigh, Wake County, North Carolina, 27529 hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in or near Barton's Creek Township, County of Wake, State of North Carolina, commonly referred to as "Ethan's Glen Subdivision", which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, it is the desire and intention of Declarant (as defined herein) to withdraw and revoke the Declaration of Covenants, Conditions, Easements and Restrictions for Ethan's Glen recorded at Book 8687, Page 224, and Amendments thereto recorded at Book 9308, Page 2519, Book 9354, Page 1372, and Book 10580, Page 222; and

WHEREAS, it is the desire and intention of Declarant to revise and restate the Declaration of Covenants, Conditions, Easements and Restrictions for Ethan's Glen Subdivision and to impose on that Property described in Exhibit "A" attached hereto restrictions, conditions, easements, covenants and agreements under a general plan or scheme of improvement for the benefit of all Property herein described and the future owners thereof; and

WHEREAS, the Property shall be comprised of single family residential lots; and

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

ARTICLE I
DEFINITIONS

SECTION 1. "Articles" shall mean the Articles of Incorporation of the Association as filed with the Secretary of State, State of North Carolina, as the same may be from time to time amended.

SECTION 2. "Association" shall mean and refer to Ethan's Glen Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

SECTION 3. "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

SECTION 4. "Bylaws" shall mean the document for governance of the Association as adopted initially by the Board and as amended by the Members.

SECTION 5. "Common Properties" shall mean all real property and any improvements constructed thereon, if any, owned by The Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Common Properties shall include "Active" and "Passive" Recreational Use Space as defined below. The Common Properties to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots. The Declarant may, recombine any portion of the Common Properties with a Lot pursuant to the terms of Article VII, Section 16 herein. Provided however, that should a portion of the Passive Recreational Use Space be recombined with a Lot and if required by applicable governmental regulations, Declarant shall provide additional Passive Recreational Use Space to compensate for the portion of Passive Recreational Use Space that was recombined with the Lot.

"Passive Recreational Use Space" shall mean common property which shall be maintained for forestry, agriculture or general recreational uses. Passive Recreational Use Space shall not include public and private roads within the property. The Passive Recreational Use Space shall be designated on a plat or plats of Ethan's Glen Subdivision recorded or to be recorded in the office of the Wake County Register of Deeds. All Passive Recreational Use Space shall be subject to easements for utilities. including sewer and waterlines, easements for ingress and egress, and easements for any encroachments arising from initial improvements. No permanent structure or non-permeable surfaces shall be permitted to be constructed upon any space designated as Passive Recreational Use Space.

"Active Recreational Use Space" shall mean common property which is not designated as Passive Recreational Use Space. Active Recreational Use Space may be used, in the Developer's discretion until said time as the Homeowner's Association

assumes control and thereafter, in the Association's discretion, for such active uses as ballfields, swimming pools, playgrounds and the like.

SECTION 6. "Common Expenses" shall mean and include, as applicable:

(a) All sums lawfully assessed by the Association against its members;

(b) Expenses for maintenance of the roads, streets, rights of way, Department of Transportation right-of-way easements, and, as determined by the Homeowners Association or the Board, maintenance of ditches within the right-of-way easements. and any amenities as provided in this Declaration.

(c) Expenses of administration, maintenance, repair, or replacement of the Common Properties and Passive and Active Recreational Use Space, including expenses of maintenance of the sign, lighting, irrigation and landscaping located on the Landscape Easement at the entrance to Ethan's Glen Subdivision on Peed Road as shown on the recorded plat, the expenses of maintenance of any sign, lighting, irrigation and landscaping located on any of the Common Areas or Passive and Active Recreational Use Space within Ethan's Glen.

(d) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;

(e) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase; or as the Association may deem appropriate to purchase;

(f) Ad valorem taxes and public assessment charges lawfully levied against Common Properties;

(g) The expense of the maintenance of private, drainage and utility easements and facilities located therein which are within the boundaries of the Property, cross Common Properties of the Property and serve both the Property and lands adjacent thereto;

(h) The expense of the maintenance of the entryway paving that may be located on Peed Road near its intersection with N.C. Highway 98, and maintenance of the entryway paving that may be located on Peed Road at the secondary entrance to Ethan's Glen;

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

SECTION 7. "Declarant" shall mean and refer to Contentnea Creek Development Company, Inc., a North Carolina corporation, its successors and assigns, to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose, or any owner of the Property or Lots or remainder of those resulting from the sale of the Property, Lots or the remainder thereof at foreclosure when held by Declarant or its Successor to the rights of Declarant or resulting from the transfer in lieu of foreclosure,

SECTION 8. "Lot" shall mean and refer to any plot or Tract of land shown upon any recorded subdivision map of the Property, as such map or maps may be from time to time amended or modified, for detached single-family residential use, designated for residential use and for separate ownership and occupancy.

SECTION 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 10. "Notice" required to be given herein shall be in writing and mailed by U.S. mail, postage prepaid, first class to the address of any Member on the records of the Association or shall be hand delivered to the Member.

SECTION 11. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers. but excluding those having such interest merely as security for the performance of an obligation. A consumer-occupant Lot owner is a Lot owner who occupies the residence on the Lot.

SECTION 12. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

SECTION 13. "Property" shall mean and refer to that certain real property hereinbefore described on Exhibit "A" hereto attached, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY DEVELOPMENT REQUIREMENTS AND PROPERTY RIGHTS

SECTION 1. PROPERTY DEVELOPMENT REQUIREMENTS . The property shall be developed in accordance with a plan that complies with the applicable governmental zoning regulations and the requirements for a Cluster Development as described in the Wake County Subdivision Regulations in effect at the time of initial development of the property and the following items:

(a) A maximum of seventy-five percent (75%) of the area of the property shall be included within lots and associated off-street parking for such lots.

(b) A minimum of twenty-five percent (25%) of the area of the property may include utility areas, recreational facilities, community buildings such as clubhouses; and Passive and Active Recreational Use Space set aside for passive recreation or for forestry, pasture or agriculture. Off street parking for persons using facilities may also be included within the twenty-five percent (25%) area.

(c) The recorded plat for the Property shall show no less than twenty-five percent (25%) of the total area has been reserved for Passive and Active Recreational Use Space.

(d) The entire subdivision shall at all times remain in compliance with the governing percentages of land area dedicated to individual lots and to Passive and Active Recreational Use Space.

SECTION 2. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Properties together with and including the right of access. ingress and egress, on and over the Common Properties, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to dedicate, sell, lease or transfer all or any part of the Common Properties, or any interest therein, to any public agency, authority or utility, or to any other person for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication, sale, lease or transfer shall be effective unless it has been approved by two-thirds (2/3) of each class of members and an instrument of dedication, sale, lease, or transfer properly executed by the Association has been recorded and provided the dedication, sale, lease or transfer is in compliance with applicable governmental regulations. On such instrument the Secretary of the Association shall certify that two-thirds (2/3) of each class of members have approved the dedication, sale, lease or transfer and that certificate may be relied upon by any third party without inquiry and shall be conclusive as to any grantee, its successors or assigns; provided, however, conveyances for general utility purposes, as specified herein, may be made by the Association without consent of

the members. Notwithstanding the foregoing, the Declarant may recombine any portion of the Common Properties with a Lot pursuant to the terms of Article VII, Section 16 herein and in accord with applicable governmental regulations;

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the members hereunder;

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

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

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to the members of his family, his tenants, or contract purchasers who reside on the Property, but may not delegate or assign responsibility for the actions of those to whom such right is delegated.

SECTION 4. TITLE TO THE COMMON PROPERTIES. While reserving the right to build and own facilities on the Passive and Active Recreational Use Space and to charge reasonable fees for use of said facilities, the Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Properties located within the Property to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot shown oil a recorded map which designates the location of Common Properties, except for encumbrances of utility, service, access, storm drainage and other similar service or utility easements.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every record Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they among themselves determine, or as set forth in the Bylaws, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting is prohibited.

Class B. The Class B Member shall be the Declarant and Declarant shall be entitled to ten (10) votes for each lot as may be developed within the property described on Exhibit A attached hereto (which property Declarant presently owns, and has developed or contemplates developing as additional subdivision lots) under applicable Wake County zoning ordinances and regulations, as they may be amended from time to time, if fully developed to maximum density under such ordinances and regulations. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (ii) below, additions are made to the Properties sufficient to give the Class B membership a total number of votes to exceed those of the Class A membership; or,

(ii) Ten (10) years from the date this Declaration is recorded in the Office of the Register of Deeds, Wake County, North Carolina.

SECTION 3. The Class A membership shall not be entitled to vote upon such inherently developmental matters as whether to develop and/or how to develop additional phases within the Subdivision; these and all other developmental issues are reserved for the sole consideration of the developer.

SECTION 4. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and the Articles and Bylaws of the Association and according to the provisions of Article II, Section 2(a) herein.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses, and (2)

special assessments for extraordinary maintenance and capital improvements, (3) special assessments for purchase, construction or reconstruction of improvements; and (4) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Properties and public roads if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

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

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses; and, in particular, but not limited to, for the acquisition, improvement and maintenance of Property, services. amenities and facilities, and for the use and enjoyment of the Common Properties, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Properties, the providing for security to the Property, the procurement and maintenance of insurance in accordance with the Bylaws or as deemed appropriate by the Board, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise.

SECTION 3. AMOUNT OF ASSESSMENT.

(a) Initial Maximum Assessment. To and including December 31, 2000, the maximum annual assessment shall not exceed One thousand Dollars ($1,000.00) per Lot.

(b) Increase by Association. From and after December 31, 2000, the annual assessment imposed by this Association, initially $1,000.00, effective for any year (including 2000) may be increased effectively from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed the greater of ten (10%) percent or the percentage increase reflected in the Consumer Price Index For All Urban Consumers (CPI-U) - South Urban Area Average (1982-84 = 100) (published by the U.S. Bureau of Labor Statistics, United States Department of Labor, Washington, D.C.), or such other Index as may succeed that Index, for that twelve-month period ending the immediately preceding October 1.

(c) Increase by Members. From and after December 31, 2000, the annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs. but it may not fix the annual assessment in an amount in excess of ten (10%) percent or the sums derived by application of the Consumer Price Index formula provided in Subsection (b) without the consent of members required by Subsection (c) of this Section 3.

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

(f) Declarant Expenses. Until such time as Declarant shall no longer control the Board, Declarant shall pay any Association expenses not otherwise covered by the assessment hereunder.

SECTION 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year. a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Properties, any extraordinary maintenance, including vegetation, fixtures and personal property related thereto and any property for which the Association is responsible, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

SECTION 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a minimum seven (7) day, maximum twenty-one (21) day notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If at a second meeting, the requirement of one-half of the required quorum is not met, then in a subsequent meeting the requirement shall be one-fourth (1/4) of the required quorum and successive meetings may be held until a quorum is maintained by successively halving the quorum requirement of the prior meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis or other periodic basis established by the Board.

SECTION 8. Date of Commencement of Annual Assessments; Due Dates; Initial Working Capital. The annual assessments provided for herein shall commence as to all Lots at the date of closing of the sale of a Lot from a builder to a consumer-occupant. Lot owner or the date of rental of a Lot from a builder to a consumer-occupant. A consumer-occupant Lot owner shall pay the pro-rata amount of the annual assessment from the date of closing on any Lot until the first day of the first calendar year following closing of that sale. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

In addition to the regular assessments to be charged and paid hereunder, each consumer-occupant Lot owner shall, at the time of the initial sale of a Lot by a builder to that consumer-occupant Lot owner, pay to the Association a sum equal to two (2) months assessment on that Lot as additional working capital of the Association. These amounts

need not be segregated but may be commingled with regular assessment funds. This working capital amount shall be paid by the consumer-occupant Lot Owner notwithstanding the fact that Declarant may have made prior regular assessment payments to the Association on the Lot being sold pursuant to the provisions of the first sentence hereunder.

SECTION 9. Effect of Nonpayment of Assessments:- Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default, and shall bear interest from the due date at the highest rate then permitted by North Carolina law not to exceed twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees as determined by a Court of competent jurisdiction, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

The lien herein granted unto the Association shall be enforceable pursuant to Article 2A of Chapter 45 of the General Statutes from and after the time of recording a Claim of Lien in the Office of the Clerk of Superior Court in the County in which the Property, is located in the manner provided therefore by Article 8 of Chapter 44 of the North Carolina General Statutes, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien shall be recordable any time after thirty (30) days after the due date of the assessment or any installment thereof and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

SECTION 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and any portion of the Property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of

North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

The maintenance responsibility of the grounds surrounding the improvements on each Lot shall rest with each Lot owner. This maintenance responsibility shall include, without limitation, grounds care such as maintaining grass in grassed areas, neat cutting of grass and maintenance of shrubs, trees and flowers, with replacement of diseased or dead vegetation as necessary in the opinion of the Association to maintain the grounds surrounding the improvements on each Lot in a neat and attractive manner.

In the event an owner fails to keep and maintain the grounds on his Lot in a neat and attractive manner, then the Association may maintain, repair, replace or generally keep up the Lot if such has been approved in advance by a vote of two-thirds (2/3) of each class of members present and voting in person or by proxy at a meeting of members duly called for the purpose of making this determination or at any annual meeting at which this matter is announced as an agenda item.

In the event the Association must do any maintenance, repair, replacement or upkeep on any Lot, each Lot Owner hereby gives to the Association, and the same is hereby reserved unto the Association, its agents, servants or independent contractors, the right and easement for unobstructed access in, over and on each Lot at all reasonable times to perform such repair or replacement by the Association.

ARTICLE V

ARCHITECTURAL CONTROL

No site preparation (including but not limited to grading, elevation work, landscaping, sloping or tree work) or initial construction, erection or installation of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, landscaping, plantings, equipment, or other structures shall be commenced, erected, placed, altered or maintained upon any lot, until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements, landscaping or plantings shall have been submitted to, and approved in writing by, as to harmony of external design and location in relation to surrounding structures and topography, an Architectural Committee composed of no fewer than three (3) persons and no more than eleven (11) persons appointed by the Declarant so long as there is a Class B membership, or, if no Class B membership, then the Architectural Committee shall be appointed by the Board. In the event the Architectural Committee fails to approve such submission made by any Lot Owner within thirty (30) days after said plans and specifications have been received by the Committee, approval will be deemed to have been denied. Any plans and specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved notwithstanding any prior approval by the Committee.

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

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

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

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

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

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

The Association, so long as there is a Class B membership, shall defer architectural approvals and grants of variances to Declarant unless Declarant has voluntarily relinquished control of the Association.

ARTICLE VI

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation of additional property, except as provided in Section 2 of this Article VI shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting setting forth the purposes of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting. another meeting may be called subject to a notice requirement of a minimum of seven (7) days and a maximum of twenty-one (21) days and the required quorum shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat. Subsequent meetings may be held reducing the quorum requirement by one-half at each meeting Until a quorum is attained.

SECTION 2. If within ten (10) years of the date of conveyance by Declarant of the first Lot, the Declarant or a Member of Declarant should develop additional land which Declarant or a Member of Declarant owns or may hereafter acquire, which land is adjacent, contiguous or in close proximity to the boundaries of the Property subjected to this Declaration. such land may be annexed by the Declarant without the consent of members, and, in doing so, Declarant may file and record such amendments to this Declaration as are necessary without the consent of the members in order to subject such additional lands to the terms of this Declaration and the jurisdiction of the Association.

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

SECTION 4. Subsequent to recordation of the Declaration of Annexation by the Declarant, and prior to the conveyance of the first Lot therein, the Declarant shall deliver to the Association one or more deeds conveying any Common Properties within the lands annexed as such Common Properties is developed.

SECTION 5. Should Declarant elect to annex any additional property and accordingly to subject such property to the terms and conditions of this Declaration, Declarant reserves the right to alter the restrictions contained in Sections 1 and 2 of Article VIII herein. The addition of property authorized under this paragraph may increase the cumulative maximum number of lots authorized in the properties, and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

ARTICLE VII

USE RESTRICTIONS

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

SECTION 2. Use of Property. No portion of the Property (except for a temporary office of the Declarant and building models used by Declarant shall be used except for single-family residential purposes and for purposes incidental or accessory thereto.

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

SECTION 4. Animals. No animals, birds, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, pet birds or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other Owners. The location of and the materials used in the construction of any dog runs and fences are improvements which require the review and approval of the Architectural Committee as set out in Article V herein.

SECTION 5. Insurance. Nothing shall be kept, and no activity shall be conducted, on the Property which will increase the rate of insurance applicable to residential use for the Property or any Lots. No Owner shall do or keep anything, nor

cause or allow anything to be done or kept, on his Lot or on the Common Properties which will result in the cancellation of insurance on any portion of the Property, or Lots therein, or which will be in violation of any law, ordinance or regulation. No waste shall be committed on any portion of the Common Properties.

SECTION 6. Offensive Behavior. No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof. All laws, orders, rules, regulations, ordinances, or requirements of any governmental agency having jurisdiction thereof, relating to any Lot or any portion of the Property, shall be complied with, by and at the sole expense of the Owner, or the Association, whichever shall have the obligation to maintain such portion of the Property.

SECTION 7. Business. No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any Lot except that the Declarant or its agents may use a Lot for sales or display purposes. Declarant may maintain a sales or rental office on the Property. Nothing in this Section shall be construed to prohibit a Lot Owner from maintaining a home office on his Property for his personal use.

SECTION 8. Signs. No Lot Owner shall display, or cause, or allow to be displayed to public view any sign, placard, poster, billboard, or identifying name or number upon any Lot or any portion of the Common Properties, except as allowed by the Association pursuant to its Bylaws or regulations or as required by local governmental authority; provided, however, that the Declarant, or its respective agents, may place "For Sale" or "For Rent" signs on any Lots for sale and in suitable places on the Common Properties approved by the Association; provided. however, that during the development of the Property and the initial marketing of Lots, the Declarant may maintain a sales office and may erect and display such signs as the Declarant deems appropriate as aids to such development and marketing, provided that such signs do not violate any applicable laws. Such permitted signs shall be placed in the approximate center of a Lot and six feet from the road curb. No sign shall be nailed to trees.

SECTION 9. Fences, Walls and Hedges. No fence, wall, hedge or other mass planting shall be erected or permitted in front of a dwelling on any Lot, except as approved by the Architectural Committee pursuant to Article V herein.

SECTION 10. Alterations. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Properties except at the direction or with the express written consent of the Association.

SECTION 11. Common Properties Use. The Common Properties shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the Property, subject to any rules or regulations that may be adopted by the Association pursuant to its Bylaws.

SECTION 12. Parking. Parking or storing of boats, marinecraft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motor homes, camper bodies or similar vehicles or equipment in the driveway or front yard of any dwelling or on any public street in the Development is prohibited. Any such vehicle parked or stored at any residence will require Architectural Approval.

SECTION 13. Trailers, etc. No trailer, tent, mobile home, modular home or other structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or storage units used by the contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

SECTION 14. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Declarant or Association from erecting, placing or permitting the placing of tanks or other apparatus, on the Property for uses related to the provision of utility or other service.

SECTION 15. Guest Facility. A guest apartment or guest facility may be included as part of a main detached single family dwelling.

SECTION 16. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board. However, the Declarant hereby expressly reserves unto itself, and to any successor to which Declarant makes a specific assignment of this right, the right to replat any two (2) or more Lots and/or Common Properties (so long as replotting of the Common Properties conforms with applicable governmental regulations) shown on the plat of any subdivision of the Property in order to create one or more modified Lots; to recombine one or more Lots and/or Common Properties to create a larger Lot; to eliminate from this Declaration Lots that are not otherwise buildable or Lots and/or Common Areas that are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such replotted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replanted Lots. Any of the Common Properties is recombined with a Lot, the Association shall execute all necessary documents to effect the recombination.

SECTION 17. Delivery Receptacle. No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the receptacle shall have been approved by the Board or the architectural committee.

SECTION 18. Satellite Dishes & Antennae. Satellite dishes shall be permitted subject to the following conditions: (a) That said dishes must not be visible from the street; and (b) that said dishes must otherwise comply with all applicable state and local laws and regulations governing the use of said dishes. Other than as specifically stated herein, no exterior radio and television antennae, aerials or disks shall be permitted on any Lot.

SECTION 19. Construction Limitations. During construction, all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Board so as not to damage unnecessarily trees. street paving and curbs. During construction builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the Property.

SECTION 20. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any shall be carried on or conducted on the Property.

SECTION 21. Drying Areas. Clotheslines or drying yards shall not be permitted.

SECTION 22. Yard Maintenance/Unsightly Growth. Each Lot Owner shall be responsible for the care and regular maintenance of his/her Lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels. Should a Lot Owner fail to comply with this requirement, the Association shall promptly notify such Lot Owner in writing, by certified mail of the Lot Owner's violation of this provision and of the Association's intention to take action to remedy the situation at the Lot Owner's expense, should the Lot Owner not remedy the defect within fourteen (14) days of his/her receipt of the Association's notification.

SECTION 23. Rights of Non-Residents/Recreational Facilities. Declarant reserves the sole and exclusive right to offer Membership to the Ethan's Glen Pool and/or other Recreational Facilities to residents of other Contentnea Creek Developed Properties in its sole discretion according to such terms and conditions as Declarant may deem fit and proper.

SECTION 24. Lot 19 -Restriction on Moving Oak Tree. No subsequent Owner of Lot 19 shall have the right to move, remove or destroy the currently existing large oak tree situated on the property. All care and maintenance of said tree shall be the responsibility of the Association. Should the tree become decayed or diseased or should it otherwise become necessary to remove the tree, said Owner MUST obtain written approval for said action from the Association prior to taking said action. Should the

Association determine that the tree should be removed, the Association shall bear the cost of said removal.

SECTION 25. Watering Restrictions. Declarant and/or the Board of Directors of the Association shall have the right to promulgate and implement reasonable restrictions and/or conditions on the use of water by Owners, including the watering of lawns/gardens and washing of vehicles, etc. based upon the perceived need for such restrictions and/or conditions in addition to any restrictions and/or conditions which may be imposed by Wake County concerning said uses. Said restrictions may include, but are not limited to an imposed watering schedule.

SECTION 26. Existing and Later-Discovered Graves. No Lot Owner shall have the right to move, remove, destroy, or otherwise tamper with the currently identified graves existing on Lots 19 and 20 or any other graves which may be identified upon any portion of the Property in the future. All care and maintenance of said graves shall be the responsibility of the Association. Should the Association determine at any time in the future that said grave(s) should be disinterred, the Association shall bear all costs associated with disinterment and reinterment.

SECTION 27. Removal of Trees. No trees or other vegetation, except weeds, deadwood, underbrush or grass may be cut or removed from any building site prior to or during initial construction unless written approval of Declarant is first secured. Following initial construction of improvements on any building site, no trees having a diameter exceeding six (6) inches or four (4) feet above ground level shall be removed therefrom without the prior express written approval of Declarant, unless the tree is dead or diseased or poses an imminent danger to persons or property.

SECTION 28. Independent Covenants. Each and every covenant and restriction violate the covenants and restrictions contained herein after being notified by the Association in writing of its non-compliance; said violations including but not limited to failing contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

SECTION 29. Fines Levied by Association for Willful Non-Compliance with Covenants and Restrictions. The Association reserves the right to levy a fine of One hundred ($100.00) Dollars per week against any Lot Owner who willfully continues to to obtain required Committee approval or commencing improvements in spite of committee denial; failing to maintain property as required herein; or committing other acts amounting to a nuisance.

SECTION 30. Additional Restrictions. Declarant may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not diminish the covenants and restrictions set forth herein.

ARTICLE VIII
BUILDING RESTRICTIONS

SECTION 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of 2,800 square feet. In addition thereto, and unless a variance is granted therefore as provided herein, all dwellings shall have an enclosed two car garage attached to the main dwelling. The term "enclosed dwelling area " as used in this Section 1 shall mean the total enclosed area within a dwelling subject to heating and cooling, and at the Declarant's discretion may include basement space; provided however, that the term specifically does not include garages. terraces, open porches, decks, stoops and like areas regardless of heating or cooling. Variances of these square footage requirements may be granted by the Declarant or the Architectural Committee pursuant to Article V hereof, but in no case will the size be less than that required by the governmental agency having jurisdiction over the Property.

SECTION 2. Setback Lines. No building shall be located on any Lot nearer to the front or rear Lot line, or to any side Lot line, than shall be permitted under the applicable subdivision ordinances of Wake County or any other governmental entity in effect at the time such building is to be constructed.

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

SECTION 4. Multi-Family Use Prohibited. No multiplex residence or apartment house shall be erected or placed on, or allowed to occupy, any detached single-family residential Lots, and no dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

SECTION 5. Remedies. If the finished dwelling, garage, accessory building or other structure does not comply with the submitted and approved plans and specifications, the Board retains the right to make the necessary changes at owner's expense to comply with the approved plans and specifications, the right to treat such

charge or cost as an assessment, the right to file under the North Carolina lien laws as described in Article IV, Section 9 herein, a notice of liens for any costs incurred, and the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection, including without limitation, reasonable attorneys' fees. Any changes in plans or specifications must first be reapproved by the Declarant, Board or Architectural Committee in accordance with the procedure herein specified for architectural control.

SECTION 6. Trash Receptacles. Each Lot Owner shall provide receptacles for garbage in a screened area not generally visible from the road.

SECTION 7. Parking Spaces. Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot in accordance with standards established by the Association.

SECTION 8. Landscaping and Grading Plan. Declarant shall provide each initial Lot Owner with a landscape and grading plan for the Lot owned by that Lot Owner. Each Lot Owner shall install stormwater drainage devises on each Lot pursuant to the landscape and grading plan. Each Lot Owner shall maintain the drainage devices on its Lot at its own expense pursuant to the landscape and grading plan. Furthermore, each Lot Owner shall not allow the diversion or concentration of stormwater runoff, except as provided by the landscape and grading plan without the prior written approval of the Architectural Committee.

ARTICLE IX

EASEMENTS

SECTION 1. Utility Easements. All of the Property, including Lots and Common Properties, shall be subject to such easements for driveways, walkways, parking areas, water lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Property to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Properties conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property without approval of the membership as provided in the Articles of Incorporation and this Declaration.

SECTION 2. Easement for the Benefit of Governmental Authorities. An easement is hereby established for the benefit of any governmental authority having jurisdiction over the Property, or other governmental agency, over all Common Properties for the setting, removing and reading of water meters (which shall be separate for each Lot), maintaining and replacing water, sewage and drainage facilities, for police protection, fire fighting and garbage collection and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall

the governmental authority or other responsible agency be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property or to any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association, the Owners or occupants. All conveyances of any portion of the Property shall be subject to these limitations on the governmental authorities responsibilities.

SECTION 3. Specific Utility Easements. There is hereby reserved an easement fifteen (15') feet in width along the front and side property lines, and fifteen (I 5') feet along the rear property line of each Lot designated for detached single-family residential use for the purpose of installation, repair, maintenance, erection, construction and inspection of water lines, electric lines, telephone lines, cablevision lines or other such utility or service lines and for drainage cuts. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

SECTION 4. Recorded Easements. There are hereby reserved easements as shown on the recorded map or maps of the subdivision. In the event of a conflict in the width of any easement reserved herein or on the recorded map, the wider casement shall prevail.

SECTION 5. Drainage Easement. In addition to the foregoing reserved specific easements, the Declarant so long as it controls the Association, and thereafter the Association, may cut and create drains and drainways both above ground and underground for the purpose of facilitating the removal of surface water whenever such action may appear to be necessary in order to maintain reasonable standards of health,. safety and appearance along, over or across any Lot.

SECTION 6. Ground Disturbance. These reservations of easements expressly include the right to cut any trees, bushes, shrubs or growth, the grading, cutting or ditching of the soil and any other action necessary to complete installation.

SECTION 7. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Properties, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

SECTION 8. Declarant Easement. If any encroachment shall occur subsequent to subjecting the Property to this Declaration, there is hereby created and shall be a valid casement for such encroachment and for the maintenance of the same. Every Lot shall be

subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding utilities, grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

SECTION 9. Emergencies. Every Lot shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot that endangers any building or any portion of the Common Properties.

ARTICLE X

INSURANCE

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

(a) Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association.

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

(c) Such other insurance coverage as it may determine to be desirable and necessary.

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

(e) Other insurance required by law.

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

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

ARTICLE XI

RIGHTS OF INSTITUTIONAL LENDERS

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

savings and loan associations, savings banks, insurance companies, U. S. Department of Veterans Affairs, Federal Housing Authority, Federal National Mortgage Association and other reputable mortgage lenders and guarantors and insurers of such first mortgages. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Lot, or shall be the Owner of any Lot, such Institutional Lender or Institutional Lenders shall have the following rights:

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

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

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

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

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

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

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

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should such action(s) to enforce be necessary, all costs of said enforcement including reasonable attorneys fees shall be awarded to the prevailing party to said action.

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

SECTION 3. General Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

SECTION 4. Amendments Permitted Without Membership Approval. The following amendments may be effected by the Declarant, or the Board, as the case may be, without consent of the Members:

(a) Prior to the sale of the first Lot, this Declaration may be amended by the Declarant.

(b) The Declarant, so long as it shall retain control of the Association, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements or mortgage interests therein, as well as any other law or regulation relating to the control of Property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an

official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

(c) The Declarant, for so long as it shall retain control of the Association, and, thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion. and without the consent of any Owner, to qualify the Association or the Property or any portion thereof, for tax-exempt status.

(d) The Declarant for so long as it has control of the Board may amend this Declaration to include any platting change of the Property as permitted herein or to make amendments correcting minor typographical errors or other similar clerical errors.

SECTION 5. Governmental Authority Amendments. No amendment which would change or delete any provision herein required by any governmental authority shall become effective until submitted to and approved by that authority; provided, however, if that authority fails to approve or disapprove such amendment within thirty (30) days after the same has been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

SECTION 6. Recordation. No amendment shall be effective until recorded in the County in which the Property is situate.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of Sept, 2004.

CONTENTNEA CREEK DEVELOPMENT COMPANY, a North Carolina Corporation (SEAL)

BY: Jonna L Birtcher (SEAL)
Vice Pres.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Kristen L. Zillioux, a Notary Public of Johnston County, North Carolina, certify that Jonna L. Birtcher personally came before me this day and acknowledged that he is Vice-President of Development of Contentnea Creek Development Company, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by herself.

Witness my hand and Notarial Seal this 14th day of September, 2004.

My Commission Expires: 6-18-2006

Notary Public

KRISTEN L. ZILLIOUX NOTARY PUBLIC JOHNSTON COUNTY, N.C.

TRACT 1:

EXHIBIT A

BEGINNING at a point said point being a set iron pipe in the eastern right of way line of Peed Road (NCSR #1846) said point being at the point of intersection of the eastern right of way line of Peed Road and the southern line of the property of Joseph P. Carter and wife Katherine C. Carter (see Deed recorded in Book 2060, page 411, Wake County Registry); thence running from said beginning point with said Carters southern line the following eight calls:
(1) north 87 degrees 32' 50" east 9.94 feet to a bent existing iron pipe;
(2) north 87 degrees 33' 16" east 525.95 feet to an existing iron pipe;
(3) north 87 degrees 31' 41" east 255.37 feet to an existing iron pipe;
(4) north 87 degrees 33' 01" east 246.09 feet to an existing iron pipe;
(5) north 87 degrees 33' 27" east 482.60 feet to an existing iron pipe;
(6) north 87 degrees 32' 47" east 792.47 feet to an existing iron pipe;
(7) north 87 degrees 33' 27" east 123.52 feet to an existing iron pipe;
(8) north 87 degrees 29' 47" east 98.06 feet to an existing iron pipe;

thence leaving said Carter's southern line and running with the western line of the property of Champion International (now or formerly) (see deed recorded in Book 2495, Page 503, Wake County Registry), south 03 degrees 42' 10" east 510 feet to a set iron pipe; thence south 03 degrees 42' 10" east 950.25 feet to an iron pipe; thence south 02 degrees 05' 00" west 119.50 feet to an iron pipe; thence with a northern line of the United States Government (Falls Lake) (now or formerly) (see deed recorded in Book 5104, Page 381, Wake County Registry) north 75 degrees 21' 27" west 491.32 feet to an iron pipe; thence north 40 degrees 00' 15" east 38.20 feet to a point in the centerline of Sexton's Creek; thence in a northwesterly direction along the centerline of Sexton's Creek the following fourteen calls:
(1) north 59 degrees 28' 28" west 100.80 feet to an iron pipe;
(2) north 30 degrees 03' 00" west 129.60 feet to an iron pipe;
(3) north 12 degrees 10' 18" west 69.06 feet to an iron pipe;
(4) north 57 degrees 40' 20" west 61.45 feet to an iron pipe;
(5) north 42 degrees 19' 03" west 127.41 feet to an iron pipe;
(6) north 86 degrees 00' 55" west 129.43 feet to an iron pipe;
(7) north 45 degrees 25' 16" west 47.95 feet to an iron pipe;
(8) south 62 degrees 42' 51" west 92.24 feet to an iron pipe;
(9) north 87 degrees 57' 49" west 117.91 feet to an iron pipe;
(10) north 00 degrees 59' 31" east 102.31 feet to an iron pipe;
(11) north 69 degrees 07' 35" west 56.53 feet to an iron pipe;
(12) north 46 degrees 58' 54" west 298.57 feet to an iron pipe;
(13) north 03 degrees 20' 07" west 74.88 feet to an iron pipe;
(14) north 36 degrees 42' 48" west 112.15 feet to an iron pipe;

thence south 87 degrees 31' 26" west 25.00 feet to an iron pipe; thence south 87 degrees 31' 26" west 530.49 feet to an iron pipe; thence south 87 degrees 31'

26" west 595.00 feet to an iron pipe; thence with the eastern right of way line of Peed Road (NCSR #1846) north 05 degrees 13' 17" east 374.30 feet to an iron pipe; thence continuing with the eastern right of way line of Peed Road north 18 degrees 58' 46" west 146.00 feet to an iron pipe said point being THE POINT AND PLACE OF BEGINNING, containing 50.54 acres as shown on survey dated October 19, 1999, by Irvin A. Staton, R.L.S. and containing all of Lots I and II as described in Deed contained in Book 6808, Page 803, Wake County Registry.

Subject to 180 foot Carolina Power and Light Easement as shown on survey dated October 19, 1999, by Irvin A. Staton, R.L.S.

TRACT 2:

EXHIBIT A

BEGINNING at a point, said point being a set iron pin in the eastern right of way of N.C. Highway #98, said point being at the intersection of the eastern right of way line of N.C. Highway #98 and the southern line of the Clarence Marsh Subdivision as recorded in Book of Maps 1995, Page 328, Wake County Registry; thence running from said beginning point along and with the southern boundary of the Clarence Marsh Subdivision as follows:
South 33 degrees 55' 49" East 368.81 feet to a point;
South 29 degrees 14' 42" East 298.75 feet to a point;
South 28 degrees 39' 20" East 475.32 feet to a point;
South 39 degrees 24' 37" East 739.03 feet to a point;
South 33 degrees 01' 36" East 1119.84 feet to a point;

thence running along and with the property of Champion International (see Deed Book 2495, Page 503, Wake County Registry) South 03 degrees 29' 26" East 593.30 feet to a point;

thence running along and with the property of Contentnea Creek Development Company (see Book of Maps 1996, Page 1664, Wake County Registry) as follows:
South 87 degrees 29' 47" West 98.06 feet to a point;
South 87 degrees 33' 27" West 123.52 feet to a point;
South 87 degrees 32' 47" West 792.47 feet to a point;
South 87 degrees 33' 27" West 482.60 feet to a point;
South 87 degrees 33' 01" West 246.09 feet to a point;
South 87 degrees 31' 41" West 255.37 feet to a point;
South 87 degrees 33' 16" West 525.95 feet to a point;
thence South 87 degrees 32' 50" West 9.94 feet to a point;

thence running along and with the eastern right of way of Peed Road (N.C.S.R. #1846) as follows:
North 39 degrees 32' 47" West 119.28 feet to a point;
North 50 degrees 42' 05" West 97.83 feet to a point;
North 47 degrees 44' 11" West 96.57 feet to a point;
North 36 degrees 21' 23" West 91.85 feet to a point;
North 24 degrees 48' 37" West 91.84 feet to a point;
North 20 degrees 43' 32" West 96.54 feet to a point;
North 19 degrees 29' 40" West 98.16 feet to a point;
North 18 degrees 33' 22" West 95.60 feet to a point;
North 12 degrees 10' 04" West 94.27 feet to a point;
North 00 degrees 26' 55" East 92.09 feet to a point;
North 08 degrees 19' 03" East 93.10 feet to a point;
North 09 degrees 58' 29" East 96.05 feet to a point;
North 10 degrees 38' 08" East 98.07 feet to a point;
North 11 degrees 30' 02" East 95.80 feet to a point;

North 12 degrees 25' 32" East 1264.20 feet to a point;
North 11 degrees 41' 40" East 98.39 feet to a point;
North 11 degrees 09' 53" East 99.04 feet to a point;
North 09 degrees 15' 55" East 91.81 feet to a point;
North 31 degrees 03' 11" East 49.32 feet to an existing concrete monument;
North 01 degrees 50' 20" West 96.80 feet to an existing concrete monument;
North 13 degrees 26' 25" East 324.63 feet to an existing concrete monument;

thence along and with the eastern right of way line of N.C. Highway 98 as follows:
North 88 degrees 11' 51" East 279.46 feet to a point;
North 88 degrees 42' 45" East 389.14 feet to a point;
South 86 degrees 02' 38" East 109.75 feet to the point and place of BEGINNING and containing 147.829 Total acres, including .25 acres used as a family burying ground, according to survey thereof dated October 23, 1999 by Irvin A. Staton P.L.S. and recorded in Book of Maps 2000, Page 137, Wake County Registry, and containing all of that property as described in Book 2060, Page 411, Wake County Registry.

Subject to 180 foot Carolina Power and Light Easement as shown on survey dated October 23, 1999 by Irvin A. Staton, P.L.S.

TRACT 3:

EXHIBIT A

BEGINNING at a new iron pipe in the Northeast corner of the Property of Garland Jackson and Dorothy P. Jackson, as recorded in Deed Book 3181, Page 706, Wake County Registry, and running thence in a northerly direction, North 00 degrees, 01' 35" West 492.87' O/A to an existing axle; thence continuing South 87 degrees, 43' 29" East 734.93 feet to a point in the center of the creek; thence along and with the center of the creek as follows:

South 21 degrees 51' 52" East 31.02' to a point;
South 15 degrees 46' 00" West 12.56' to a point;
South 20 degrees 09' 38" East 20.24' to a point;
South 41 degrees 29' 11" East 57.35' to a point;
South 84 degrees 13' 02" East 24.33' to a point;
South 69 degrees 25' 19" East 72.25' to a point;
South 67 degrees 17' 33" East 55.74 to a point;
South 01 degrees 29' 09" East 76.04' to a point;
South 06 degrees 26' 00" East 65.53' to a point;

thence along and with the northern boundary of the Property of Garland Jackson and Dorothy P. Jackson North 89 degrees 21' 35" West 939.94' to the point and place of BEGINNING and containing 5.921 total acres according to survey thereof entitled "Survey for Contentnea Creek Development Company, Inc." by Irvin A. Staton, P.L.S. dated December 5, 2000, and being a portion of that property described as tract 2 of the property conveyed to Annie Mae Parker Walker in Deed Book 1882, Page 599, Wake County Registry.

TRACT 4

"EXHIBIT A"

Legal Description

That certain tract or parcel of land lying and being located in Barton's Creek Township, Wake County, North Carolina, adjoining the lands of Contentnea Creek Development Company, Inc., Paul G. Booth on the south and the Bailey and Pearce Property on the east, being the middle lot, known as lot # 9, of the Morris Parker Estate and being the identical property described in Deed Book 3181, Page 706-707 of the Wake County Registry and being further described as follows:

Beginning at the southwest corner of lot # 8 of the Morris Parker property, now owned by Contentnea Creek Development Company, Inc. and shown on a map of record in Book of Maps 2,000, Page 2242 of the Wake County Registry, running thence with the southern line of said lot # 8, S 89°21' 35"E 939.94 feet to the center of a creek, thence down the center of said creek as it meanders, (being now flooded over by beaver dam construction), indicated by a traverse line S 09° 08' 33"W 107.26 feet to another point in the center of the creek, thence down the center of said creek N 84° 13' 52"W 24.13 feet, S 65° 17' 18"W 31.00 feet, N 67° 16' 52" W 23.93 feet, S 58°39' 22" W 44.53 feet, S 06° 27' 19"E 55.54 feet and S 76° 06' 17"E 39.48 feet, continuing thence with the center of said creek as it lays under water because of beaver dam construction to the point of intersection of the center of the creek with the southern property line of said lot # 9, this area indicated by a traverse line S 00° 58' 25"W 26.20 feet, extending thence from the center of said creek to the property of Contentnea Creek Development Company, Inc. as indicated by a surveyed line S 88° 23' 25"W 900 feet, thence with the line of Contentnea Creek Development Company, Inc. N 00° 01' 35"W 335.27 feet to the point of beginning, all the above as shown on a map by Irvin A. Staton, P. L. S. of record in Book of Maps 2,002, Page 1021, of the Wake County Registry, said property containing 6.427 acres within the surveyed area and a total of 6.549 acres to the center of the creek as best as it can be determined without destroying the beaver dams.

4-25-02

Irvin A. Staton

TRACT 5

EXHIBIT A-LEGAL DESCRIPTION

BEGINNING at an existing rail road iron in the Northwest corner of land of Former Champlands, LLC (Deed Book 8973, Page 1843), and running thence North 0 degreees 01' 35" West 335.27 feet to and existing iron pipe; thence running along and with the Southern boundary line of the property of Contentnea Creek Development Co., Inc. (Deed Book 9640, Page 1032) North 88 degrees 23'25" East 919.93 feet to the center of the creek; thence along and with the center of the creek North 88 degrees 23'25" East 19.93 feet; South 20 degrees 13'58" East 79.59 feet; South 30 degrees 54'43" West 42.86 feet; South 10 degrees 36'48" East 19.87 feet: South 33 degrees 30'35" West 66.71 feet; South 63 degrees 28'54" East 44.89 feet; South 38 degrees 13'27" West 49.44 feet; South 14 degrees 23'42" West 54.06 feet; South 79 degrees 57'56" East 39.28 feet; South 11 degrees 44'21" West 15.98 feet to an existing iron pipe in the center in center of creek and marked sycamore tree witness; thence running along and with the northern boundary of the property of Former Champlands, LLC South 87 degrees 28'19" West 924.22 feet to the point and place of BEGINNING and containing 6.914 total acres according to map thereof by Irvin A. Staton, P.L.S. recorded at Book of Maps 2002, Page/525, Wake County Registry.

The above conveyance is subject to that certain Deed of Easement from Tarlean Parker (widow) to Carolina Power and Light Company, recorded in Book 2699, Page 41, Wake County Registry.

RACT 6

EXHIBIT A
Property Description

Being that tract of land containing 47.197 acres, more or less, situated in Wake County, North Carolina, which tract of land is shown on a survey dated January 28, 2003, prepared by Irvin A. Staton, P.L.S. No. L-1295 and recorded in Book of Maps 2003, Page 162, Register of Deeds for Wake County, North Carolina, reference to which survey is hereby made for a more particular description of the property.

To: Ethan's Glen Homeowners Association, Inc.

From: Board of Directors of Ethan's Glen Homeowners Association, Inc.

Date:

Re: Adopted ARCHITECTURAL CONTROL GUIDELINES

The Board of Directors, with the assistance of a special subcommittee, has completed and approved the attached ARCHITECTURAL CONTROL GUIDELINES. These guidelines give you a consistent standard to follow as the foundation to planning any exterior changes to your property. These guidelines also address the steps necessary for all new home construction.

Please retain this copy as part of your permanent papers to refer to now and in the future. These guidelines should also be made available to prospective buyers of your home.

We request that you make copies of the application form attached with this package when you submit your requests for architectural approval. No request for a change can be considered unless accompanied by the application form and appropriate exhibits.

Return your completed applications to the Management Firm at the address shown on the application form. Provided you have no outstanding monetary obligations to the Association, the application will be accepted and stamped by the Management Firm as to the date received. The first day of the thirty-day review period will begin three days after the date received.

Please read and follow these guidelines because you MUST obtain approval IN WRITING from the Architectural Committee BEFORE the start of any exterior change. This written approval is also required by Wake County before any permits will be issued. Do not commit to labor or materials until you have received approval. Your cooperation and adherence to these Guidelines will not only be appreciated, but will also be in the best interests of our community as a whole.

The Board of Directors reserves the right to modify or amend these guidelines from time to time as it may deem desirable or necessary in its discretion.

I. INTRODUCTION

In a planned community such as Ethan's Glen, the question naturally arises as to how to maintain a harmonious, quality development. The answer at Ethan's Glen is the Architectural Control Guideline process outlined in these pages. This process provides a meeting ground between private interests and the broader interests of the community and adjacent property owners.

Basic control for maintaining the quality of design is provided through the Protective Covenants filed with the Register of Deeds in Wake County for each phase of the Ethan's Glen subdivision. These Covenants run with the land, are binding on all homeowners and renters, and should be fully understood. Every homeowner is subject to the Covenants to assure all residents that standards of quality will be maintained to enhance the community's overall environment and protect property values.

The Protective Covenants establish an Architectural Committee made up of three or more representatives who are to be appointed by the Board. The Covenants require the Committee's prior written approval of any exterior change, addition or alteration to any property. Such changes include any building, fence, wall or other structure that may be added or altered. It requires that the plans and specifications showing the nature, kind, shape, height, materials and location of the same be submitted in writing so they may be reviewed as to harmony in external design and location in relation to surrounding structures and topography.

The Architectural Committee is charged with conducting the review of all applications for exterior changes and new home construction. The Committee must render its decision to the applicant, in writing, within thirty days of receipt of a complete Application for Approval for Exterior Design Change, containing all necessary information described herein. Incomplete applications will be returned to the applicant without action.

The Guidelines on these pages are the procedures and standards applied by the Committee and the Board to assist the Association and its members in the design review process. We hope that the Guidelines serve as a positive tool to assist you in the full and free use of your property in a manner that is consistent with the aesthetic and harmonious development of our community.

II. REVIEW CRITERIA

The Architectural Committee evaluates each application on its individual merits. The Committee's decisions are based on the following standards as guidelines.

Validity of Concept

The basic idea of the exterior change must be sound and appropriate to its surroundings.

Landscaping and Environment

The exterior change must not adversely impact the natural landscape or the man-made environment.

Relationship of Structures and Adjoining Property

The proposed change must relate harmoniously to its surroundings and to existing buildings and terrain that are visually related to the change.

Protection of Neighbors

The interests of neighboring owners must be protected by making reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property.

Design Compatibility

The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in design, style, scale, materials, color and construction details.

A) Scale: The three dimensional size of the proposed change must relate satisfactorily to adjacent structures and its surroundings.

B) Materials: Continuity is established by use of the same or compatible materials as used in the home.

C) Color: Color may be used to soften the design but must be consistent with the residence's color scheme.

Workmanship

The quality of work must be equal to or better than that of existing structures. Poor practices may cause the owner problems and may be visually objectionable to others.

Timing

An approved property change may be built or installed either by owners or by a contractor. However, projects that remain uncompleted for a long period of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must contain a proposed maximum time period from start to completion of construction. If the proposed time period is considered unreasonable, the Committee may not approve the application.

DO NOT PURCHASE MATERIALS OR COMMIT TO ANY CONTRACTOR in anticipation of instant approval by the Committee. Wait until you have received written approval prior to purchasing or committing to such work. Remember many design changes require a permit and the County may not issue a permit without the written approval of the Committee. Please try to plan well in advance to allow time to have your application processed. Although the majority of applications are handled within two weeks please allow up to thirty days.

III. DESIGN APPLICATION REVIEW PROCEDURES

The Association's procedures for application, review, inspection, appeal and enforcement of design review are outlined in this section.

Objectives

The Architectural Committee, in examining each application for design approval, considers whether or not the exterior change is in compliance with the Protective Covenants and the Architectural Review Guidelines outlined herein and briefly described below:

A. To preserve and enhance property values in the community, and;
B. To maintain a harmonious relationship among structures, vegetation, topography and the overall design of the community.

Application Procedure

Complete the Application form and attach all required exhibits. Include full details of the proposed change. If the change is structural, fencing, or grading, submit a sketch or plan and outline specifications. Be sure to include such information as type of material, size, height, color, location, etc. Provide a sketch of the location of the improvement as it relates to your house and lot.

Mail or hand deliver the application to the Management Firm at the address on the application form. Incomplete applications will be returned and will cause further delay.

The Committee will review the application within thirty days and will respond to you in writing. If you do not hear from the Committee in that time, please call to follow up. The thirty-day period does not begin until three days after the Management firm receives the application.

Complete applications are considered on their own individual merit using these guidelines outlined below:

Review Procedures

During the Committee's consideration of an application, Committee member(s) may view the site, and talk to the applicant or neighbors regarding the proposed change. Neighbors do not have "veto" authority.

The Committee considers the application and any data or comments received from, or presented at the meeting by, immediate neighbors and other members. After discussion of the application as submitted, the Committee will vote on approving it, approving it conditionally, or disapproving it. If the change is conditionally approved or disapproved, the Committee must note in writing on the application the reason(s) why it was not approved as submitted. The Committee will give the applicant written notice by use of a duplicate copy of the application or by correspondence. The Committee records its action and the notification to the applicant by placing copies of the executed application and/or letters in the Committee's archives. Duplicate copies of all records will be forwarded to the Association's Management firm. Conditional approval means that work may proceed if the conditions are satisfied as agreed to by the Committee. The Committee will inspect work in progress and request (either orally or in writing) the applicant to correct any non-compliance with the approved design.

Project Inspection or Walk-through

The Committee may conduct a walk-through to review the completed project.

Appeal Procedure

If the applicant disagrees with the decision of the Committee in its review or inspection, the following process is noted for an appeal: 1) file a written appeal with the Board of Directors at the address of the Management Company within fifteen days after receipt of a notice of disapproval, 2) the date and time of the appeal is established by the Board of Directors; this is normally at the next scheduled Board meeting. A majority vote of the Board is required to reverse a Committee decision.

Correction Procedure

Remedies: An exterior change made without the required approval of the Committee, or the Board on an appeal, constitutes a violation of the Protective Covenants. A violation requires removal or modification of the work at the expense of the property owner, or payment of damages incurred by the Association in an effort to have it removed or modified.

Reports: The Committee inspects authorized construction in progress and the community in general to identify violations. Additionally, all residents have the right and responsibility to bring to the attention of the Committee or Board any apparent violation of any provision of these Architectural Review Guidelines or Covenants.

The Committee investigates each reported violation and seeks the cooperation of the owner. Notification of a violation is made to the resident in order to identify the problem, and request a resolution. Should the owner fail to follow through on the Committee's proposed resolution or some other resolution which is acceptable to the owner and the Committee, the Committee will turn the problem over to the Board of Directors for continued resolution with the resident. This could lead to the Association filing legal action against the owner.

IV. DESIGN GUIDELINES

This section of the guidelines provides specific guidance regarding particular design situations frequently encountered in Ethan's Glen. Generally acceptable methods for achieving the required objectives and standards are indicated below. Additionally, design methods that are generally not acceptable are also indicated for your guidance.

Please remember that these are only guidelines and, as such, they do change. Every effort will be made to reissue these guidelines whenever significant changes do occur.

Repair

Owners are responsible for repairs to existing structures, additions, etc. No application is needed to effect repairs and restoration to original condition.

Fences/Walls

Fences will be allowed in rear yards but must not proceed further forward than the rear corners of the house. Fences are not permitted to extend to the front yard. Corner or minor decorative fencing treatments in the front of the property may be permitted depending on individual circumstances. Black aluminum fencing is the only type permitted.

Rear yard fencing will in no case exceed the height of four feet. Exceptions to height and/or fencing materials requirements may be submitted to the Architectural Committee which may grant a variance from these guidelines, in its sole discretion.

Shrubbery planted in a row that creates a natural fencing or barrier between properties requires architectural approval.

Satellite Dishes:

Minimum Street Setback: Front of House

Minimum Side/Back Property Line Setback: 25'

Appearance/Visual:

1. Must not be visible from street

2. Must comply with all applicable state and local laws, regulations, etc.

Parking and Storage of Vehicles, Boats, Trailers, Etc.

Parking or storing of boats, marine craft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motor homes, camper bodies or similar vehicles or equipment in the driveway or front yard of any dwelling or on any public street in the Development is prohibited. Any such vehicle parked for storage in the side or rear yard of any residence must be completely concealed from public view. On street parking of automobiles is strongly discouraged, both for public safety and aesthetic reasons. Children walking, playing, skating or bicycling could easily be struck by a passing vehicle due to the limited visibility of both a child and other drivers around parked cars. Any homeowner who finds it necessary to park a car on the street (other than temporary parking by guests) must be sensitive to the concerns of their neighbors and prepared to relocate the vehicle if such parking creates a potentially hazardous situation.

Clotheslines

Clotheslines are not permitted.

Decks

Addition of a deck is considered a major design change to an existing dwelling, since a deck is nearly always physically connected to the house itself. As such, deck plans will always require the prior approval of the Architectural Committee. Multiple building permits may be required if the project calls for electrical installations such as lights, power outlets, covered gazebos with ceiling fans, hot tubs, etc. Only materials specifically designed for exterior applications, with weather and moisture resistant

properties, such as pressure treated deck lumber or cedar decking material may be used. Placement of major weight-bearing posts or pilings in concrete is preferred both for strength and prolonged service life of the structure. The criteria for Design Compatibility and Workmanship (see Section 11, page 3) apply to the review of all deck applications; whether or not the plans call for a gazebo or other covered, screened-in porch structures. Homeowners should also review applicable Covenants and Wake County Building Codes concerning boundary setbacks and utility easements before committing to any deck project or construction contract.

Dog Pens and Doghouses Require Committee Approval as Accessory Buildings

Doghouses should be painted or stained and roofed to match the exterior of your home. Dog pens are to be made of either vinyl-coated black, dark green, dark brown chain link fence or pressure treated wood such that the animal can see out. The height of a chain link fence or wooden fence cannot exceed six (6) feet.

The doghouse and/or pen should be located on the property in an area that is not visible from the street and must be positioned at least 25 feet from a neighbor's property line. The area surrounding the pen should be landscaped such that drainage is not a problem. It must be properly maintained, kept in good repair and free of materials that may create unpleasant odors.

Grading

MAJOR changes to the topography of your lot, including but not limited to, lot clearing, tree removal, addition or removal of fill, etc. require approval prior to being started. Neither the Board nor the Committee accepts any liability for any damage caused by such grading action, whether approved by the Committee or not.

Plants and Gardens

Committee approval is not required for most plantings or biodegradable landscaping treatments. Before digging, please identify and locate all wires and/or cables that could get cut down so as not to electrocute yourself or interrupt any services to your house or your neighbor's. Brush clippings, mulch piles, firewood and the like should be stored toward the rear of your lot so as not to be visible from the street.

Large vegetable gardens and/or compost areas require architectural approval. Garden areas should be maintained in the rear yard not visible from the street

Play Equipment

Any play equipment should be located at least 25 feet from the neighbor's property line. Such items include swing sets, sandboxes, or other more stationary equipment. Committee approval is not required for most play equipment as long as it is placed so that it is not easily visible from the street. All Metal play structures are prohibited.

Sheds/Storage Buildings

No freestanding sheds/storage buildings shall be permitted.

Signs

The following types of signs are permitted and are not considered a violation of the Covenants prohibiting signs and billboards:

A. PERMANENT SIGNS

1) Signs displaying house numbers, name of the resident(s) and/or name of the home, if any.

2) Signs affixed to a mail box post which carry the name of the Ethan's Glen Homeowners Association Community Watch.

No other permanent signs should be displayed.

B. TEMPORARY SIGNS

1) A single real estate "For Sale" sign of not more than six square feet.

2) A contractor's or builder's sign during construction or approved alteration, (including landscaping) provided that the signs are removed within 30 days of the completion of construction, alteration, etc.

3) A "Parade of Homes" sign immediately prior, during and after the "Parade".

4) "Open House" signs are permitted only during the hours during which the premises are open. This includes all such signs anywhere within the borders of the Subdivision, its entrances and streets, but not located on the property of another homeowner without his/her permission.

No other temporary sign is permitted unless approved by the Architectural Committee.

C. "BILLBOARDS"

All "billboards" are prohibited [except as permitted in B(2) above]. A "billboard" is a sign of ANY size which carries the Name, Address and/or the telephone number of a business firm, including, but not limited to, burglar alarm or security companies, newspapers and magazines or other types of services.

D. PLACEMENT OF SIGNS

Except for signs described in A(l), A(2) or B(4) above, all permitted signs may not be placed forward of the front property line nor within 25 feet of any adjacent property line.

V. BUILDER/DEVELOPER PROCEDURES

Conferences

A conference with the Architectural Committee may be required before project planning begins to obtain an early understanding of procedures and project objectives.

Plan Submission and Approval

Plans are submitted in duplicate for approval together with a Transmittal Form. One set of plans will be stamped "Approved - Ethan's Glen Architectural Committee" and returned upon approval. The remaining set will be retained in the files of the Ethan's Glen Homeowners Association, Inc. Notice of approval or disapproval will be available no later than 30 days after submission. Refusal to approve a part or all of any submission may be based upon any grounds including purely aesthetic considerations in accordance with the Declaration of Covenants, Conditions and Restrictions.

Applications will be submitted as described herein using the Ethan's Glen Homeowners Association Application for Approval for Exterior Design Change included in this document. Incomplete applications will be returned by the Architectural Committee without action. The thirty-day approval period shall commence upon receipt of a complete application containing all information required by the Committee.

VI. RESIDENTIAL SITE REQUIREMENTS

Clearing and Grading

Building and landscape elements shall be placed on a site so that the maximum number of desirable trees and other natural features are preserved. Materials resulting from clearing and grubbing and all other debris shall be removed from the site promptly. Finish grading shall be such to prevent ponding or erosion of soil on the site or adjacent property.

Tree Preservation

When clearing a lot for new construction, the builder will proceed with care so as to remove only those trees which would be immediately affected by the ongoing construction (e.g. trees within 10' of the building). Every precaution shall be taken to preserve those trees remaining, including, but not limited to, prevention of heavy equipment from running over the root areas, no stockpiling of dirt or building materials around the base of the trees, tagging or barricading trees located in damage-proof areas, and repairing any tree damage immediately.

Landscaping

Landscaping shall be in accordance with the plans and specifications approved by the Architectural Committee. All disturbed ground area shall be covered by grass, plants or landscape material and there will be no uncovered soil. All homesites will be landscaped and maintained consistent with the aesthetic quality of Ethan's Glen. No changes or substitutions shall be made without prior architectural approval.

Screening

Screening shall be provided, where required, to conceal unsightly appearances in accordance with any of the following methods:

1) A planting screen that will form an effective visual screen consistent with landscaping requirements.
2) A wall or fence of a material similar to or compatible with that of the building may be used for a screen adjacent to the building.
3) A wall or fence of a material specifically approved by the Architectural Committee may be used for a screen that is not adjacent to the building.

Colors and Textures

Colors and textures shall be harmonious and compatible with colors of other buildings within the neighborhood. In any proposal for changes or additions which involve colors and/or textures, a sample color/texture shall be submitted to and approved by the Architectural Committee prior to such change/addition.

Materials not Acceptable

Exposed standard concrete blocks, prefabricated storage structures of any kind, to include those made of aluminum, steel, particle board of other wood products, unnatural brick tones and bright finish metallic windows, doors and structures are not acceptable unless specifically approved by the Architectural Committee.

Outdoor Structures

Any equipment in outdoor areas such as play structures, benches, planters, sculptures, etc., shall be compatible with and harmonious with the surroundings, hidden by approved screening, or approved by the Architectural Committee.

Prior Committee approval is required for any such structure bordering on or encroaching into a conservation buffer area.

Roofs

No roofs with less than a 7/12 pitch will be allowed without specific permission of the Architectural Committee. Roofs that may be potentially seen from a street or adjoining site shall be of materials harmonious with the surroundings and of a muted color. All roof vents, ducts, fans, etc. shall be painted to match the roof shingle color. All flashing must be copper or a color consistent with the shingle or wall color. Visible bright metallic finish will not be permitted. Dimensional shingles are REQUIRED.

Mailboxes
A decorative uniform mailbox will be provided by the Builder for use by each homeowner.

Garages
In order to maintain continuity throughout Ethan's Glen, a minimum two car garage will be required with each home. New homes plans submitted without garages will automatically be rejected.

VII. PENALTIES FOR WILLFUL NONCOMPLIANCE.

In addition to any remedies the Association may have at law or in equity, the Association reserves the right to levy a fine of One hundred ($100.00) Dollars per week against any Lot Owner who willfully fails to comply with the rules and regulations set forth herein concerning obtaining approval for improvements or abiding by a Committee decision regarding said improvements after being notified by the Association in writing of its non-compliance.

MAIL APPLICATION TO:

PPM, Inc
PO Box 99657
Raleigh, NC 27624
(919)-848-4911

DATE RECEIVED BY COMMITTEE:

ETHAN'S GLEN HOMEOWNERS ASSOCIATION, INC.

Application for Approval for Exterior Design Change

Please submit this application and any attachments in duplicate.

Homeowner's Name_____

Property Address_____

Lot # (If known)_____

Homeowner's Phone:

(H)_____
(W)_____

The homeowner requests design approval and grants permission to the Ethan's Glen Homeowner's Association and/or Architectural Committee to enter on the Homeowner's property to review the application and to inspect the proposed project prior to, during, and/or upon completion of the work.

_____
Homeowner Signature Date

DESCRIPTION OF PROPOSED CHANGE:

Please indicate sizes, heights, description of materials, etc. Attach a copy of your plot plan and indicate location of proposed exterior design change on lot in relation to house and other existing structures. Also attach any sketches, specifications, pictures, paint charts, or the like that will assist in reviewing this application.

ESTIMATED CONSTRUCTION DATES: Begin Complete

OTHER INFORMATION OR DATA PERTINENT TO REQUEST FOR DESIGN CHANGE:

DESIGN APPROVAL:

-YES CONDITIONAL APPROVAL NO

_____Date:

Signature of Committee Chairman Board President

Remarks/Special Conditions:

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

WAKE COUNTY
NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of Kristen L. Zilliaux

_____

_____

_____

_____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Veronica S. Jeanes DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
55 # of Pages

22.004–7/11/03