Prepared by Declarant
HOLD FOR: ROD O'DONOGHUE, JR. (BOX 6)

Wake County,NC 350
Laura M Riddick, Register Of Deeds
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NORTH CAROLINA

WAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BALLENTINE

THIS DECLARATION, made on this 10th day of April, 2000 by **PS/SE-BALLENTINE FARMS, LLC**, a Virginia limited liability company, hereinafter referred to as the "Declarant;"

WITNESSETH:

WHEREAS, Declarant is the Owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of residential Property within Ballentine, the neighborhood made subject to this Declaration and amendments thereto by the recording of this Declaration among the Land Records of Wake County. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as is now or may hereafter be subjected to this Declaration.

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

NOW, THEREFORE, Declarant hereby declares that all of the Property described above and any additional Property as may by Subsequent Amendment be added to and subjected to this Declaration shall be held, sold, used, transferred, occupied and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Additional Land" or "Additional Properties" shall mean and refer to additional real property subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration, which real property is more particularly described in Exhibit B, attached hereto and incorporated throughout this Declaration by reference as well as any other real property which may be properly made subject to this Declaration.

Section 2. "Amenities" means the facilities, if any, constructed, erected or installed on the Common Areas.

Section 3. "Architectural Committee" means a committee of three Members appointed by the Board of Directors.

Section 4. "Articles" means the Articles of Incorporation of Ballentine Homeowners Association, Inc.

Section 5. "Association" means Ballentine Homeowners Association, Inc., a nonprofit corporation, its successors and assigns.

Section 6. "Board of Directors" or "Board" means those Persons elected or appointed and acting collectively as the Directors of the Association.

Section 7. "Builder" or "Builders" shall mean any licensed Builder owning three (3) or more Lots.

Section 8. "Building" means a structure or other Amenities, constructed or erected on the Property.

Section 9. "Bylaws" means the Bylaws of Ballentine Homeowners Association, Inc.

Section 10. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association and the easements granted thereto for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be described in deeds or other documents to the Association and designated as such on recorded maps of the Property. Common Areas shall include, without limitation, common properties, open space, landscape easements, landscaped medians, sign easements, sewer and water lines not located within any public easement or public street right-of-way and serving more than one lot, and any stormwater drainage lines, ponds, stormwater easements, or facilities serving more then one lot and not located within any public street right-of-way nor otherwise maintained by any governmental authority.

Section 11. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association. Common Expenses include, but are not limited to, the following:

A. All sums lawfully assessed by the Association against its Members;

B. Expenses of administration, maintenance, repair or replacement of the Common Area;

C. Expenses declared to be Common Expenses by the provisions of this Declaration or the Bylaws;

D. Expenses agreed to by the Members of the Association;

E. Expenses for maintenance of lights, etc., as provided in this Declaration;

F. Hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require or authorize the Association to purchase;

G. Ad valorem taxes and public assessments charges lawfully levied against Common Area; and

H. Unpaid assessments resulting from the purchase of a Lot at a foreclosure sale (such assessments shall be collectible from all Members of the Association, including the purchaser at the foreclosure sale, his successors and assigns).

I. Utilities used in connection with the Common Area.

J. Landscaping and landscaping maintenance of islands and medians within the right(s)-of-way of public streets and landscaping and landscaping maintenance within the Special Highway Overlay District to the extent they are not maintained by the Town of Fuquay-Varina or other governmental body;

K. All expenses classified as Common Expenses pursuant to the Planned Community Act.

Section 12. "Community" shall mean and refer to the residential portion of that certain real Property and interests therein described in Exhibit A attached hereto, and (a) such additions thereto as may be made by Declarant (or its Mortgagee or transferee as provided in the Declaration) by amendment or supplementary declaration of all or any portion of the real property described in Exhibit B, attached hereto; and (b) such additions thereto as may be made by the Association by amendment or supplementary declaration of other real property.

Section 13. "Community-wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors.

Section 14. "Declarant" shall mean and refer to PS/SE-Ballentine Farms, LLC, a Virginia limited liability company, its successors and assigns as provided in the Planned Community Act.

Section 15. "Declaration" means this Declaration of Covenants, Conditions and Restrictions.

Section 16. "Eligible Mortgage Holder" shall mean a holder, insurer, or guarantor of a first Mortgage on a Lot who has requested notice of certain matters from the Association as hereinafter and in the Bylaws provided.

Section 17. "Eligible Votes" shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 18. "Lot" shall mean a portion of the Property other than the Common Area and public street rights-of-way, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the recorded plats of the Property or amendments thereto. Where the context indicates or requires, the term Lot includes any structure on the Lot.

Section 19. "Lot in Use" shall mean any Lot on which a dwelling unit has been fully constructed and for which a certificate of occupancy has been issued by the appropriate governmental agency. In no event shall it mean a Lot owned by the Declarant or a Builder on which no dwelling unit had been fully constructed. Once a Lot is a Lot in Use, it shall continue at all times thereafter to be a Lot in Use.

Section 20. "Member" shall mean and refer to every Person or entity who holds membership in the Association. There shall be two classes of voting membership in the Association as more particularly set forth in Article III of this Declaration.

Section 21. "Mortgage" means any mortgage, deed of trust, and any and all similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 22. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee under a mortgage.

Section 23. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor under a mortgage.

Section 24. "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. Owner shall include without limitation, the Declarant.

Section 25. "Planned Community Act" shall mean the provisions of Chapter 47F of the General Statutes of North Carolina applicable to the Property, as such provisions may be amended and recodified from time to time.

Section 26. "Person" means any individual, corporation, partnership, limited liability company, Association, trustee, or other legal entity.

Section 27. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and such other real property as may hereinafter be made subject to this Declaration.

Section 28. "Residential Unit" shall mean a structure situated upon a Lot intended for use and occupancy as a residence by a single family. For the purposes of this Declaration, a Residential Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate governmental agency.

Section 29. "Subsequent Amendment" shall mean, an amendment to this Declaration which adds additional real property to that covered by this Declaration. Each such Subsequent Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of this Declaration.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment: Every Owner of a Residential Unit shall have a right and easement of use and enjoyment in and to the Common Area including specifically without limitation an easement for access, ingress and egress from and to public streets and walkways which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. Admission and Other Fees: The right of the Association to charge reasonable admission and other fees for the use of any recreational Amenities situated upon the Common Area.

B. Suspension of Use of Common Area: The right of the Association to suspend the right to use any recreational Amenities owned by the Association by any Owner, his family, occupants, tenants, guests, etc. during any period in which such Owner shall be in default in the payment of any assessment levied by the Association subject to the requires of the Planned Community Act. Such rights may also be suspended after notice and hearing, for the period of the infraction plus a reasonable period not to exceed sixty (60) days, for infraction or violation of any provision of this Declaration, the Bylaws or published rules and regulations of the Association. Notwithstanding the foregoing, an Owner shall at all times have an easement for access, ingress and egress to such Owner's Lot.

C. Dedication and Transfer of Common Area: The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility, or for such purposes as may be agreed to by the Members, and subject to such conditions as may be agreed to by the Members, and provided that said dedication or transfer shall be approved as provided herein. No such dedication or transfer shall be effective unless an instrument signed by eighty percent (80%) of the entire membership agreeing to such dedication or transfer has been recorded in the Wake County Registry and such other agreement of consent as required by the Planned Community Act. Any such dedication or transfer shall be made subject to every Owner's easement for access, ingress and egress to streets and walkways. Notwithstanding anything herein to the contrary, the Association may exchange Common Area for an equal or greater amount of land, and the Common Area shall be preserved for the perpetual benefit of the Owners of the Lots.

D. Guests: The right of the Association to limit the number of guests of Members.

E. Borrowing for Improvements: The right of the Association, in accordance with its Articles and By-Laws and the Planned Community Act, to borrow money for the purpose of constructing, repairing, or improving the Common Area and Amenities (or any portion thereof) and in aid thereof, with the assent of Members entitled to at least eighty percent (80%) of the votes of the entire membership, but in any event not less than 67% of the votes of the membership excluding the Declarant, to mortgage, pledge, deed in trust, or hypothecate said properties, and the right of such Mortgagee of said property shall be subordinate to the rights and easements of the Association and the Owners established hereunder.

F. Use of Recreational Facilities: The right of the Association, through its Board of Directors, to determine the time and manner of use of recreational facilities, if any, by the Members.

G. Easements: The right of the Declarant, with regard to the Property which may be owned for the purpose of development, to grant easements in and to the Common Area contained within the Property to any public agency, authority, or any utility for such purposes as benefits the Property or any portion thereof and Owners or Lots contained therein. This Article II, Section 1(G) may not be amended or deleted, without the written consent of Declarant.

H. Exchanges: The right of the Association, as provided by and consistent with the ordinance of the Town of Fuquay-Varina, to exchange all or part of the Common Area, for other real property and consideration of like value and utility subject to the provisions of the Planned Community Act.

Section 2. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, Amenities and facilities to the Members of his family, his tenants, contract purchasers or guests who reside on such Owners Lot, subject to the provisions of this Article II. An Owner shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot.

Section 3. Encroachment Easements: Whenever building lines, private walkways or plantings encroach upon the Common Area, the Association hereby grants an easement for the use of that portion of the Lot which creates an encroachment to the Owner for so long as such encroachment exists. Such easement shall be subject to the applicable provisions, if any, of the Planned Community Act.

Section 4. Title to Common Area: The Declarant hereby covenants for itself, its heirs, successors and assigns, that it will convey fee simple title in the Common Area to the Association, free and clear of all encumbrances and liens, except utility, greenway and drainage easements and easement of enjoyment to which the Owners of each Lot are entitled to share. Title to Common Areas annexed pursuant to Article IV similarly shall be conveyed to the Association. Title to the Common Areas will be conveyed prior to the first conveyance of a Lot.

Section 5. Television Antennas: The Association may provide one or more central television antennas or other receiving device for the convenience of the Members. The costs of these may be included in annual or special assessments applicable to Lots. The Association may regulate or prohibit the erection of antennas, satellite dishes and related equipment on any Lots in accordance with the most current FCC Regulations. No exterior antennas, dishes, towers, or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed, or maintained without the prior written consent of the Board of Directors or Architectural Committee.

Section 6. Exterior Lighting. No exterior lighting fixture (or interior fixture designed to light the exterior) other than standard fixtures installed during the original construction of the Residential Unit, as approved by the Declarant, the Board of Directors or Architectural Committee, shall be installed within or upon any Residential Unit Lot without adequate and proper shielding of the fixture. No fixture shall be installed that may become a nuisance or unreasonable annoyance to Owners or occupants of adjacent or other Lots. All modifications of exterior lighting must be approved in writing, in advance, by the Board of Directors or Architectural Committee.

Section 7. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot.

Section 8. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes and shall not be used as a boarding house or other arrangement for the rental of individual rooms. Any lease of a Lot or Residential Unit shall be in writing, shall state that it is subject to this Declaration and the Bylaws and rules and regulations of the Association and that a breach thereof shall be a default of the such lease, and such lease shall not be for a period of less than thirty (30) days. With the exception of and the use of Lots as models and sales centers by Declarant, no trade or business of any kind may be conducted on a Lot. Lease or rental of a Lot or Residential Unit for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with this Declaration and reasonable rules and regulations as the Board of Directors may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-laws, and the rules and regulations adopted hereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Common Area or any part thereof which could increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any part thereof, and the Association as well as every Owner shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot (except one temporary For Rent or For Sale sign per Lot of not more than twenty-four inches by thirty-six inches) or in the Common Area without the prior written consent of the Board of Directors. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area. This subsection shall not apply to Class B Members.

Section 10. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas and Amenities. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owner's prior to the effective date. Such regulations shall be binding upon the Owner's (with the exception of Class B Members), their families, tenants, guests, invitees, and agents until and unless such rule, regulation or requirement shall be specifically overruled, canceled, or modified by the Board of Directors or the Association in a regular or special meeting, by a majority of the Eligible Votes. The Board of Directors shall have the authority to impose reasonable monetary fines and other sanctions in accordance with the Planned Community Act.

Section 11. Declarant's Reserved Easement. Notwithstanding any provisions contained in the Declaration of the contrary, until December 31, 2010, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege and easement with respect to the Property and Additional Properties for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Property, without obligation and without charge to Declarant for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with the Property and/or Additional Properties. Such easement shall not include any Lot which is owned by a Person other than the Declarant. The reserved easement shall constitute a burden on the title to the Property and Additional Properties and specifically includes, but is not limited to:

A. The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Property; and the right to tie into any portion of the Property with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities, constructed or installed in, on, under, and/or over the Property;

B. The right to construct, install, replace, relocate, maintain, authorize, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, desirable, or incidental to the construction and sale of residences on the Property;

C. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any Property, including, without limitation, Property conveyed to the Association, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until

and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto; and

D. This section may not be amended without the written consent of Declarant.

Section 12. Storage and Parking of Vehicles. There shall be no outside storage or parking upon any Lot or within the Common Area, or within the right-of-way of any street in or adjacent to the Property of any inoperable automobile, commercial vehicle, truck, tractor, mobile home or trailer (with or without wheels), camper, camper trailer, boat or other water craft, boat trailer, or any transportation device of any kind. Such vehicles may only be stored and parked only within a garage, the door to which is generally kept closed. No Owner or occupant shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed.

Section 13. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that no more than two (2) dogs, three (3) cats, and a reasonable number of other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. Puppies and kittens in excess of the numbers set forth above may be kept only until old enough to be safely separated from their mother. The Board of Directors shall have the absolute power to prohibit any particular pet from being kept on the Property, including inside a residence, if the Board of Directors in its sole and absolute discretion determines that the pet is dangerous, a nuisance, or otherwise has a negative impact on the Community.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of said Lot shall be the sole qualification for membership. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot. Following termination of the Property as a planned community under the provisions of the Planned Community Act, all persons entitled to distributions of proceeds under the Planned Community Act shall be Members of the Association.

No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one Person, votes shall be as provided herein in the Bylaws or in the Articles.

Section 2. The Association shall have two classes of membership:

Class A: Class A Members shall be all Owners with the exception of the Class B Member, if any, and shall be entitled to one (1) vote for each Lot owned. Class B Members may, however, be a Class A Member upon the termination of Class B membership. When more than one Person holds an interest in any Lot, all such Persons shall be Members and the vote allocated to such Lot shall be cast in accordance with the Planned Community Act.

Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) times the regular vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon either of the following events, whichever occurs first:

A. When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (B) below, portions of the Additional Property are annexed to the Property without the assent of Class Members for the development of such Additional Property by the Declarant, all as provided in Article IV of this Declaration;

B. On December 31, 2007; or

C. Upon the surrender of the Class D membership by the Declarant.

ARTICLE IV
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Notwithstanding, anything to the contrary herein, prior to December 31, 2007, Declarant, its successors or assigns, may, without the consent of the Class A membership, annex portions of the Additional Property by subjecting the same to the provisions of this Declaration. After December 31, 2007, annexation of any Additional Property shall require the assent of 80% of the Class A membership, if any, and 80% of the Class B membership, if any, as provided in this Declaration. Upon annexation said area shall be used only for residential purposes and shall be subject to this Declaration and all Owners thereof shall automatically become Members of the Association.

The submission of portions of such Additional Property to the provisions of this Declaration shall be accomplished by a Subsequent Amendment to this Declaration executed by Declarant or by the Association, as required with the same formalities as this instrument. Such amendment shall become effective upon the recordation of same. No annexation of Additional

Properties shall become effective until approved by the appropriate department of the Town of Fuquay-Varina, if then required by its ordinances or regulations.

ARTICLE V
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 the Association:

(1) Annual assessment or charges; and

(2) Special assessments for extraordinary maintenance and capital improvements.

Such assessments are to be established and collected as hereinafter provided. All annual assessments relating to the Common Area shall be shared equally by the Owners of the Lots; provided, however, the rate of annual assessment for each Lot which is not a Lot in Use shall be 25% of the normal Lot annual assessment. Special assessments for capital improvements shall, except as provided herein, be shared equally by the Owners of each Lot without regard as to whether or not said Lot is a Lot in Use. The annual and special assessments, together with such interest thereon and the cost of collection thereof, including reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon such until paid in full. Each such assessment, together with such interest, and costs of collection, including reasonable attorney 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 shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of the Property, the recreation, health, safety and welfare of the residents in the Property, for the improvement and maintenance of the Common Area, and for such other purposes permitted by the Planned Community Act. Assessments shall include, but not be limited to, the payment of taxes, liability insurance and all assessments for the public improvements of the Common Area, and easements appurtenant thereto, the enforcement of these covenants and the rules of the Association and, in particular, for the improvement and maintenance of the Property, private streets, drives and parking, areas, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. The Association shall be required to maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area out of the assessments levied.

Section 3. Maximum Annual Assessments:

A. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be $ 75.00 per month per Lot In Use. Dues for a Lot shall be 25% of the dues for a Lot In Use.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the Membership.

C. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% by a 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 this purpose.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

E. As long as Declarant or its successors or assigns, has a majority of the total of the Class A and Class B votes, Declarant, its successors or assigns, will advance all expenses for the maintenance and operation of the Association to the extent that annual assessments paid by the Owners are inadequate for this purpose and the Declarant shall otherwise be exempt from assessments. Such advance shall be to the Association and on terms generally available to Declarant from its lending institution. At such time as the majority of the total of the Class A and Class B votes are no longer possessed by Declarant, its successors or assigns, it shall have no further obligation for maintenance and operation of the Association pursuant to the terms of this section, but Declarant, its successors and assigns, shall be responsible for the payment of homeowner dues and charges pursuant to other sections of this Article.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that one or more years for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area; including, the fixtures and personal property related to such capital improvements, any private street located on the Property, and the costs of any purchase of an Owner's Lot and the costs of repairing and/or rebuilding any such Lot purchased by the Association to the acceptable condition. Provided that any such special 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. 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 Section 3 or 4 shall be sent to all Members not less than 30 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 the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Except as specifically provided with respect to Lots which are owned by the Declarant and Lots which are not Lots in Use, both annual and special assessments related to the Common Expenses must be fixed at a uniform rate for all Lots. All assessments may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors. Provided, however, that 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 Owner's breach of any of the provisions of this Declaration or as provided for by Article VI.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Following the conveyance of the first Lot by the Declarant, the Board of Directors of the Association shall adopt a proposed budget for the Association and set the amount of the annual assessment against the Lots at least 90 days in advance of each annual assessment period. The Board of Directors shall send to each Member a written summary of the proposed budget and a written notice of the meeting of Members to consider ratification of the proposed budget at least 10 days and not more than 60 days in advance of such meeting. Unless otherwise provided in the Planned Community Act, there shall be no requirement that a quorum be present at such meeting to consider ratification of the proposed budget. The proposed budget shall be ratified unless at that meeting the Owners holding a majority (or such smaller percentage as required by the Planned Community Act) of all the votes of the Association reject the proposed budget. In the event the proposed budget is rejected, the previous budget of the Association shall continue until a new proposed budget is ratified. The due dates for assessments shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated as provided in the Planned Community Act.

Section 8. Effect of Non-Payment of Assessment Remedies of the Association: Any assessments which are not paid within thirty (30) days after the due date shall be delinquent. The Association shall have the option to declare the outstanding balance of any assessment due and payable if any installment thereof shall become delinquent as defined herein. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or the highest rate allowed by law,

shall be subject to late fees as approved by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against such Owner's Lot. Interest, late fees, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. Each Owner, by acceptance of a deed to a Lot hereby expressly vests in the Association, its agents or assigns, the right and power to bring all actions against such Owner personally liable for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or a deed of trust lien on real property and such Owner hereby expressly grants to the Association a power of sale in connection with foreclosure of said lien. The lien provided for in this action shall be in favor of the Association acting on behalf of the Owners, which shall have the power to bid at foreclosure and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinated to the lien of any first Mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to the foreclosure of any Mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. Such unpaid assessments extinguished by the foreclosure sale shall be deemed to be common assessments collected from all Owners, including the purchaser at foreclosure, his successors and assigns. No sale or transfer shall relieve any such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: The following Property, subject to this Declaration, shall be exempt from the assessments created herein:

A. All Property dedicated to and accepted by a local public authority,

B. The Common Area, and

C. All Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina. However, no Lot devoted to dwelling use shall be exempt from said assessments except as otherwise provided herein.

Section 11. Insurance Assessments. The Board of Directors or its duly authorized agent may have the authority to and shall obtain insurance for the amenities and all the Buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacements cost of any repair or any repair or reconstruction work in the event of damage or destruction from any hazard and shall also obtain a broad-form public liability policy covering all Common Area and all damage or injury caused by the negligence of the Association or any of its agents in an amount of not less than $1,000,000.00. Said insurance may include

coverage against vandalism. Premiums for all such insurance shall be a Common Expense. All such insurance coverage shall be written in the name of the Association.

It shall be the responsibility of each Owner at his own expense to obtain hazard insurance in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to his Lot or Residential Unit from any hazard.

Section 12. Two Months of Assessments to be Collected at Closing: At the closing of each sale of a Lot with a Residential Unit completed thereon, a sum shall be collected from the purchaser equal to one sixth ($1/6^{th}$) or two (2) months of the regular annual assessment applicable to such Lot and such sum shall be contributed to the general operating fund of the Association to be used in the manner specified for annual assessments. This initial contribution shall not be considered an advance against assessments to become due.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. In the event an Owner of any Lot shall fail to maintain the Lot and any improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements thereon. The cost of such exterior maintenance, together with interest and costs of collection, shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
EASEMENTS

Section 1. Encroachment. Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling, and overhangings. A valid easement for such encroachments and for the maintenance of same so long as it stands, shall and does exist.

Section 2. Easements for Utilities and Governmental Agencies. There is hereby created a blanket easement upon, across, over, and under all of the Common Area for ingress and egress, installation, replacing and maintaining all utilities, including, but not limited to water, sewer, gas, telephones, electricity, other utilities, and a master antenna system. By virtue of this easement it shall be expressly permissible for the electrical, water, sewer, telephone, gas or cablevision company to erect and maintain the necessary underground equipment and other necessary equipment on said Common Area and to affix and maintain gas, water, sewer pipes, electrical and/or telephone wires, circuits, and conduits on, above, across the Lots. An easement is further granted to all police, fire protection, garbage, mail delivery, ambulance, and all similar Persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company

selected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Common Area except as initially planned and approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. The easement provided for in this Article shall in no way affect other recorded easements on the Property or any Lot.

Section 3. Easement and Right of Entry for Repair, Maintenance and Reconstruction: If any Residential Unit is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Residential Unit. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable and shall indemnify, defend and hold the Owner of the adjoining Lot harmless from and against any liability, demand, damages or costs in connection with such work.

Section 4. An easement is hereby established for the benefit of the Town of Fuquay-Varina over the Common Area and over an area five (5) feet behind the curb line of any street or roadway in the Property hereby or hereafter established for the setting, removal, and reading of water meters, the maintenance and replacement of water, sewage, and drainage facilities and the collection of garbage.

Section 5. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot.

Section 6. An easement is hereby established for the benefit of the general public within the thirty foot (30') Public Greenway Easement which runs along the southern border of the Property. This easement is for the right to ingress and egress over upon and across this Public Greenway Easement. Additionally, an easement is hereby established for the benefit of the Town of Fuquay-Varina to make improvements and maintain a public greenway within the thirty foot (30') Public Greenway Easement Area along the southern property line of the Property.

ARTICLE IX
ARCHITECTURAL CONTROL AND USE RESTRICTIONS

Section 1. The Property is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of each Lot in the Property; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of other Lots or the Property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper and unsuitable materials; to obtain harmonious color schemes; to insure the highest and best

development of said Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to secure and maintain proper set-backs from the streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements in said Property and thereby to enhance the values of investments made by the purchasers of Lots therein.

Section 2. Each Lot, as approved by the appropriate municipal authority, shall be used for residential purposes only. The lay of the Lots as shown on the recorded plat shall be substantially adhered to; provided, however, that with the prior written approval of the Declarant, its successors and assigns, or the Association's Board of Directors and the appropriate municipal authority, the size and shape of any Lot may be altered; provided that no Lot or group of Lots may be resubdivided so as to produce a greater number of Lots. More than one Lot may be used as a site for a Residential Unit provided the location of any structure permitted thereon is approved in writing by the Architectural Committee or the Declarant, its successors or assigns, and said Lot is recombined as provided in N.C. General Statute 160A-376(1). Except as provided in this paragraph, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling, not to exceed three stories in height and a garage for not more than three (3) automobiles. All structures shall comply with the applicable zoning restrictions of the Town of Fuquay-Varina.

Section 3. No building, wall, fence, or other structure shall be commenced, erected, or maintained upon a Lot, nor shall any repair be made thereto, nor shall any building, wall, fence, or other structure be rebuilt after destruction by any hazard until the plans and specifications, showing the nature, kind, space, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or the Architectural Committee. In the event the Architectural Committee or Declarant fails to approve or disapprove such design and location within seventy-five (75) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any portion of a Lot at any time as a residence, either temporarily of permanently. No mobile home, modular home or other structure manufactured or prefabricated off-site for assembly or attachment shall be permitted on any Lot. No clothes lines shall be permitted on any Lot except within any Residential Unit.

Section 5. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions.

Section 6. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant or any builder, with the Declarant's approval, to maintain during the period of construction and sale, upon such portion of a Lot as the Declarant or builder deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Residential Units, including but without

limitation, a business office, construction trailers, a sales trailer, storage area, construction yards, signs, model units and sales office.

Section 7. No unsightly objects or nuisances shall be erected, placed or permitted to remain on a Lot and in no event in the Common Area, nor shall any Lot be used in any way or for any purpose which may endanger the health or reasonably disturb the Owner of any Residential Unit or the occupants thereof, except as specifically authorized herein. No business activities of any kind whatsoever shall be conducted on any Lot, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of Residential Units.

Section 8. All equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. All garbage, trash, or rubbish shall be regularly removed from the Lot by its Owner and shall not be allowed to accumulate therein.

Section 9. No fences, hedges, or walls shall be erected or maintained upon a Lot except such as are installed in accordance with plans approved by the Association or Architectural Committee. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all the Owners and the Association, and is necessary for the protection of the Owners.

Section 10. Maintenance, upkeep, and repairs of any landscaping, lawn areas, Residential Unit and any patio, deck, porch decking, screens and screen doors, exterior doors, and windows and window fixtures and other hardware shall be the responsibility of the individual Owner of the Lot appurtenant thereto. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas, including, but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

In the event an Owner shall fail to maintain his or her Lot and Residential Unit and the other improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Building and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 11. Except as otherwise provided in this Declaration, without the prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas, or solar panels or other utility devices, of any sort shall be placed, allowed or permitted upon any portion of the exterior of the improvements to be located upon a Lot.

Section 12. Quiet Enjoyment: No obnoxious or offensive activity shall be carried on upon the Property or improvements thereon, nor shall anything be done which may be or may become a nuisance or an unreasonable annoyance.

Section 13. In addition to those restrictions contained in this Article IX, the Board of Directors of the Association shall have the power to formulate, amend, publish and enforce other reasonable rules and regulations concerning the use and enjoyment of the Common Area.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement: The Association and each Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by Association or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one or more of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: The covenants, conditions and restrictions of the Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall automatically be extended for successive periods of ten (10) years. Except as specifically otherwise provided herein, the covenants, conditions and restrictions of this Declaration may be amended as provided in this Article X by an instrument signed by not less than the Owners of sixty-seven percent (67%) of the Lots. Any amendments must be recorded.

Section 4. Disputes: In the event of any dispute concerning the provisions of this Declaration, such dispute shall be settled by legal proceedings or the parties may, by mutual agreement, submit the dispute to a committee appointed by the Association for this purpose, and once submitted, the parties agree to be bound by the decision of said committee.

Section 5. Voting: Voting by Members of the Association shall be in accordance with the applicable provisions set forth in the Association's By-Laws and the Planned Community Act.

Section 6. Certificate of Amendments. If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

A. Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots (for this purpose, the Board may rely on its roster of Members, and shall no be required to cause the title to any Lot to be examined).

B. Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that these were executed. The following form of certification is suggested:

"CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF BALLENTINE HOMEOWNERS ASSOCIATION, INC."

By authority of its Board of Directors, Ballentine Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the Owners of 67% percent of the Lots of Ballentine and is therefore a valid amendment to existing covenants, conditions and restrictions of Ballentine.

BALLENTINE HOMEOWNERS
ASSOCIATION, INC.

BY:_____

PRESIDENT

ATTEST:

_____
_____ Secretary

C. Immediately and within the thirty (30) day period aforesaid, the Association shall cause the amendment to be recorded in the Wake County Registry.

All amendments shall be effective form the date of recordation in the Wake County Registry; provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Board of Directors, recorded and indexed as provided in this section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all Persons thereafter purchasing any Lot in Ballentine. All amendments shall be approved as required herein.

Section 7. Amendment Approval. All amendments to this Declaration and/or revocation of this Declaration must be approved by the appropriate office or department of the Town of Fuquay-Varina, if then required by its ordinances or regulations.

Section 8. Liability Exemptions. In no case shall the Town of Fuquay-Varina be responsible for failing to provide any emergency or regular fire, policy or other public service to the Property or their occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, Association, or Owners.

Section 9. Address. Each Member agrees to keep Association informed of his address at any time and any notice sent or delivered to said address shall be sufficient. Each new Member agrees to provide the Association with evidence of his Ownership for preparation of a membership roster and the roster as so completed shall be sufficient evidence as the Ownership of each Lot.

Section 10. VA/HUD Approval. As long as there is a Class B membership, the following actions will require prior approval of the Veterans Administration (the "VA") and/or the Department of Housing and Urban Development (the "HUD"): annexation of additional properties (except as permitted by applicable HUD or VA regulations for annexations by the Declarant pursuant to a right reserved under the Declaration), mortgaging of Common Areas, withdrawal of or dedication of or otherwise deeding of Common Areas to persons other than the Association, and amendment of this Declaration.

Section 11. Gender and Grammar: The singular, wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes requires to make provisions hereby apply to either corporations or individuals, man or wife, shall in all cases be assumed as though in each case fully expressed.

Section 12. Annexation. Additional residential property and Common Area may be annexed to the Property as provided in this Declaration.

ARTICLE XI
UNDERGROUND UTILITIES

Declarant reserves the right to subject the Property to a contract with Public Service Company of North Carolina, Inc. and/or Carolina Power and Light Company for the installation of underground utility service and the installation of street lighting which may require a continuing monthly charge to the Lots. Declarant further reserves the right to connect to each Lot necessary water and sewer service which may require a continuous monthly charge to the Owner of the Lot. Upon acceptance of a deed to the Lot each Owner agrees to pay said continuing monthly charges, if any.

ARTICLE XII
OWNER RESPONSIBILITY

Absolute liability is not imposed on Owners for damage to Common Areas or Lots by such Owner's employees, contractors, tenants, quests and invitees.

IN WITNESS WHEREOF, the undersigned have cause this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day first above written.

PS/SE-BALLENTINE FARMS, LLC,
a Virginia limited liability company

BY: _____ (SEAL)
Mark Morgan, Manager

STATE OF Virginia

COUNTY OF Fauquier

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that MARK MORGAN, Manager of PS/SE-BALLENTINE FARMS, LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and official seal, this the 10 day of April, 2000.

(SEAL-STAMP)

Debra E Ocampo

Notary Public

My Commission expires: 31 January 2000

EXHIBIT A

DESCRIPTION OF PROPERTY

BEING all of Ballentine Subdivision, Phase 1D, as shown on a plat for **BALLENTINE SUBDIVISION**, Phase 1D, prepared by Mauldin-Watkins Surveying, P.A. and recorded in Book of Maps 2000, Page 702, in the Office of the Register of Deeds of Wake County, North Carolina, to which plat reference is made for a more particular description.

EXHIBIT B

DESCRIPTION OF ADDITIONAL PROPERTY

All those certain lots or parcels of real property located in or near the Town of Fuquay Varina, Middle Creek Township, Wake County, North Carolina, and more particularly described as follows:

BEING all of Tracts 2A, 3A, 5, 11 and 12, according to that certain survey entitled "Boundary Survey for: Carolyn B. Elliott Estate, et al" dated February 12, 1999 and prepared by Maudlin-Watkins Surveying, P.A. and recorded in Book 1999, Page 534, Wake County Registry, N.C., to which plat reference is made for a more particular description.

SAVING AND EXCEPTING THEREFROM all that certain tract or parcel of land lying and being in or near the Town of Fuquay-Varina, Wake County, North Carolina, conveyed to the Wake County Board of Education and more particularly described as follows:

BEGINNING at an iron pin in the right-of-way of Sunset Lake Road (S.R. 1301), said iron pin having N.C. Grid Coordinates (NAD 27) N=678671.11; E=2066751.92, thence South 85° 53' 22" East 11.30 feet to a concrete monument in the new eastern right-of-way line of Sunset Lake Road; thence South 85° 53' 22" East 1,462.84 feet to an iron pin; thence South 88° 45' 51" East 190.37 feet to a concrete monument; thence South 00° 00' 00" West 655.47 feet to a concrete monument a common corner with Tract 2 of the plot hereinafter described; thence along and with the northern line of said Tract 2 the following 7 calls: South 78° 02' 54" West 188.94 feet to an iron pin; thence along a curve to the right having a radius of 470.00 feet with a chord bearing of North 89° 05' 13" West and a chord distance of 209.29 feet to an iron pin; thence North 76° 13' 19" West 277.14 feet to an iron pin; thence along a curve to the left having a radius of 780.00 feet with a chord bearing of South 89° 36' 41" West and a chord distance of 381.80 feet to an iron pin; thence South 75° 26' 41" West 248.89 feet to an iron pin; thence along a curve to the right having a radius of 958.50 feet with a cord bearing of South 86° 08' 54" West and a chord distance of 356.04 feet to an iron pin; and thence North 83° 08' 53" West 18.09 feet to a concrete monument; thence North 83° 08' 53" West 90.21 feet to a point in the centerline of Sunset Lake Road; thence with the centerline of Sunset Lake Road the following 6 calls: North 07° 05' 17" East 103.34 feet to a point; thence along a curve to the left having a radius of 1756.30 feet with a chord bearing of North 04° 41' 15" East and chord distance of 147.12 feet to a point; thence North 02° 17' 14" East 225.01 feet to a point; thence along a curve to the right having a radius of 4945.34 feet with a chord bearing of North 03° 24' 52" East and a chord distance of 194.57 feet to a point; thence North 04° 32' 30" East 65.80 feet to a point; and thence along a curve to the right having a radius of 1296.60 feet with a chord bearing of North 06° 18' 25" East and a chord distance of 79.89 feet to a point; thence South 85° 53' 22" East 28.80 feet to the point and place of BEGINNING, containing 28.441 acres and being all of Tract 1 as shown on plat entitled "Recombination/Subdivision of Lots 2-A, 3-A, 5, 11 & 12 for Wake County Public Schools" originally recorded in Book of Maps 1999, Page 1228, Wake County Registry, N.C.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008570 Page : 00901 - 00925

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

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

North Carolina - Wake County

The foregoing certificate___ of _____

Debra E McCompo

_____ 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: Sandra K Callahan
Assistant/Deputy Register of Deeds

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