

DECLARATIONS Book : 009295 Page : 02632 - 02645  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BRADLEY PARK

THIS DECLARATION, made on the date hereinafter set forth by United Estates of America, Inc., a North Carolina corporation and Homeplaces, L.L.C., a North Carolina Limited Liability Company (hereinafter referred to as the "Declarant"):

W I T N E S S E T H:

WHEREAS, Declarant desires to ensure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the subdivision, and to provide for the maintenance and upkeep of the Homeowners Common Area, as hereinafter defined, and to that end desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable, for the efficient preservation, protection and enhancement of the values and amenities in said subdivision and to ensure the residents' enjoyment of the specific rights, privileges and easements in the Homeowners Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the Homeowners Common Area, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Homeowners Common Area, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under North Carolina law, BRADLEY PARK OF APEX HOMEOWNERS ASSOCIATION; as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the said real property described in Exhibit A and such additions thereto as may be hereafter made pursuant to Article XIII, Section 3 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the title or interest in said real property and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" or "Association" shall mean and refer to BRADLEY PARK OF APEX HOMEOWNERS ASSOCIATION, a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibit A, and any additional land later annexed into the Association in accordance with the terms and conditions herein provided.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Homeowners Common Area and Parking Area, if any.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers,

but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Homeowners Common Area" shall mean and refer to all the real property to be owned by the Association for the common use and enjoyment of the Owners of Lots within BRADLEY PARK and to be designated as "Common Area," including, but not limited to, plantings in the roadway islands, and any additional area annexed thereto at a later date. All water and sewer lines which serve this development and which lie outside public right of way and Town of Apex utility easements and are not located on individual lots are common area.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties upon which an attached a Unit is to be situated, with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to UNITED ESTATES OF AMERICA, INC., a North Carolina corporation, and HOMEPLACES, L.L.C., a North Carolina Limited Liability Company, and their successors and assigns.

Section 8. "Member" shall mean and refer to every person or entity who hold membership in the Homeowners Association.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Homeowners Association 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. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owners of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine, but fractional voting shall not be allowed.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in subparagraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot.

The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or

(2) When the Class B Lots are converted to Class A Lots, Declarant shall have the same voting rights and maintenance assessment as other Owners of Class A Lots or December 31, 2005, whichever event shall first occur.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and access to, from, and over the Homeowners Common Area, which right and easement shall be

appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Right of the Homeowners Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(b) The right of the Homeowners Association to dedicate or transfer all or any part of the Homeowners Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least three-quarters (3/4) of each Class of members agree to such dedication or transfer and signify their agreement by a signed and recorded document, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements for the installation and maintenance of sewage, utility (including CATV) and drainage facilities upon, over, under and across the Homeowners Common Area without the assent of the Members when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Homeowners Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the Town of Apex or to another non-profit corporation with purposes similar to those of this Association;

(c) The rights of Owners to the exclusive use of parking spaces as provided herein;

(d) The right of the Homeowners Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes of each Class of member to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the Homeowners Association as set forth herein.

(e) The right of the Homeowners Association, to exchange any portion of the Homeowners Common Area for other properties provided that:

1. written notice of the exchange is given to each member of the association except in cases where the exchange is done to eliminate an encroachment; and

2. after notice is given, the Homeowners Association must approve such exchange in accordance with the provision herein described as "Membership and Voting Rights,";

3. the exchanged properties and other considerations are of like value and utility; and

4. the acreage and configuration of the remaining open space equal (including property to be received in such exchange) or exceed the requirements of the Town of Apex Code; and

5. the exchange is approved by the Town of Apex Planning Director.

#### Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Wake County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who

occupy a residence or a portion of said residence within the Properties as their principal residence in Wake County, North Carolina.

(c) Guests. The right and easement of enjoyment granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants, or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors governing said use.

Section 3. Landscape and Undisturbed Buffer Easements. Landscape and undisturbed buffer easements are hereby reserved and dedicated as shown on the survey of real property described in Exhibit A and as shown on subsequent recorded maps of BRADLEY PARK.

Section 4. Conveyance of Title to the Homeowners Association. Declarant covenants, for itself and its successors and assigns, that it will convey fee simple title to the Homeowners Common Area to the Homeowners Association prior to the conveyance of the first Lot to an Owner within any phase, section, or annexation. Declarant reserves an easement to, from, over and across the Homeowners Common Area for the purpose of constructing additional residences upon the Lots. Such conveyance shall be free and clear of all encumbrances and liens, except utility, drainage and greenway easements of record or shown on the recorded plats of BRADLEY PARK.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.. Creation of the Lien and Personal or Corporate Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest and costs of collections, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest, costs and attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s), corporation(s), or entities owning such Lot at the time the assessment fell due. The personal or corporate obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, such unpaid assessments or charges shall continue to be a lien on the property against which the assessment was made.

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the payment of governmental water and sewage disposal charges attributable to the Homeowners Common Area, as well as other like expenses, including, but not limited to, charges for electricity, and for the acquisition, improvement and maintenance of properties, services and facilities devoted and related to the use and enjoyment of the Homeowners Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and public assessments levied against the Homeowners Common Area, the procurement of insurance in accordance with the By-Laws, the employment of attorneys to represent the Homeowners Association when necessary, and such other needs as may arise. In addition, expenditures by the Homeowners Association for landscaping, planting and maintenance of areas within Lots, but lying outside of residence buildings and enclosed patio areas, as well as

upon any landscape easement, including plantings on roadway islands, as shown on any survey of BRADLEY PARK shall be deemed expenditures for the recreation, health, safety and welfare of the residents of the Properties and are hereby authorized.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$180.00 per Class A Lot (\$15.00 per month) and \$0.00 per Class B Lot (\$0.00 per month).

(a) From and after January 1 of the year and immediately following the conveyance of the first Lot to an Owner, the Board of Directors may increase the maximum annual assessment, effective January 1 of each year, without a vote of the membership, provided that any such increase shall not exceed ten percent (10%) of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased without limitation if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes appurtenant to the Class A Lots and two-thirds (2/3) of the votes appurtenant to the Class B Lots, in person or by proxy, at a meeting duly called for that purpose.

(c) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum, provided, however, that the ratio of the assessment established for each Class B Lot shall always be one-tenth (1/10) of the assessment for a Class A Lot. In the event that Class B Lots are converted to Class A Lots, or Class A Lots are reconverted to Class B Lots, the assessment with respect to each such Lot shall be prorated and charged according to its class as of the date of each conversion and reconversion. Any Class B dwelling for which a certificate of occupancy has been issued shall be treated as a Class A Lot for assessment purposes. Such Lot shall remain a Class B Lot for all other purposes.

(d) Any annual assessment established by the Board of Directors shall continue thereafter as the annual assessment until changed by the Board or by the Members.

Section 4. Special Assessments for Capital Improvements. In addition the annual assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment 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 Homeowners Common Area, including fixtures and personal property related thereto, or as necessary, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article and shall be in the ratios provided in Section 3(c) of this Article.

Section 5. Notice and Quorum for any Action Authorized Under Section 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 no less than 30 days nor more than 50 days prior to the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of the votes appurtenant to the Class A and Class B Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and, if called for a date not less than 50 days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of all or any part of the Homeowners Common Area to the Homeowners Association. The first annual assessment shall

be the "maximum annual assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least fifteen (15) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid. If a certificate states that an assessment has been paid; such certificate shall be conclusive evidence of such payment.

Section 7. Effect of Nonpayment of Assessments, Remedies. Any assessment not paid within twenty (20) days after the due date shall incur a late charge in the amount of \$10.00 and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less. The Homeowners Association may bring an action at law against the Owner personally or corporately obligated to pay the same or foreclose the lien against the property; interest, late payment charge, costs and reasonable attorney's fee of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Homeowners Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. the liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien, but the sale or transfer of any Lot pursuant to the foreclosure of such mortgage or deed of trust shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 9. Exempt Property. All property dedicated to and accepted by a local public authority, and all property owned by a charitable or non-profit 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.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including, but not limited to, the erection of antennas, satellite dishes or disks, not limited to, aerials or awnings, or the placement of reflective or other material in the windows of a dwelling unit or other exterior attachment, until plans and specifications showing the nature, kind, shape, heights, 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 Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. If the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee, not to

exceed \$50.00 for receiving and processing each application. Neither the board of Directors nor the architectural control committee shall approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Homeowners Common Area. Nothing herein shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

Section 2. Approval of Builder. Any Builder prior to performing any work on the Properties, must be approved by the Architectural Control Committee as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the Architectural Control Committee as hereinabove set forth.

ARTICLE VI

EXTERIOR MAINTENANCE

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ARTICLE VII

GREENWAY EASEMENT

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ARTICLE VIII

PARTY WALLS-ATTACHED UNITS

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ARTICLE IX

USE RESTRICTIONS

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ARTICLE X

EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveway, walkway, water line, gas line, telephone, cable television, electric power line, sanitary sewer and storm drainage facilities and for other public utility installations are reserved as shown on the recorded plat. The Homeowners Association may reserve and grant easements for the installation and maintenance of sewage, utility and drainage facilities over the Properties as provided herein. Within any such easements herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage of water through drainage channels in the easements.

For a period of twenty-five (25) years from the date hereof, Declarant reserves an easement and right on, over and under the Properties to maintain and to correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees,

bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary. After such action has been completed, Declarant shall restore the affected property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners.

Section 2. Easement of Support. This space deliberately left blank.

Section 3. Easements for Government Access. An easement is hereby established over and across the Homeowners Common Area for the benefit of applicable governmental agencies for setting, removing, and reading water meters, maintaining and replacing water and drainage facilities, fire fighting, garbage collection, and delivery of mail.

Section 4. Owner's Right of Entry for Repair, Maintenance, and Reconstruction. If a dwelling 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 repair, maintain, or reconstruct his dwelling. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of such work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

Section 5. Easements for Encroachments. All Lots shall be subject to easements for the encroachment to initial improvements constructed thereon to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, bay windows, steps and walls.

#### ARTICLE XI

##### INSURANCE

Section 1. Owner's Responsibility to Insure. Declarant suggests that each Owner, at his expense, secure and maintain in full force and effect one or more insurance policies insuring his Lot and the improvements thereon for the full replacement value thereof against loss and damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. Declarant also suggests that each Owner, at his expense, secure and maintain in full force and effect comprehensive personal liability insurance for damage or injury to person or property of others occurring on his Lot.

Section 2. Insurance Responsibilities of the Association. the Homeowners Association shall procure and maintain adequate liability insurance, in an amount not less than \$1,000,000.00, insuring the Homeowners Association and its members against injuries occurring upon the Homeowners Common Area. The Association shall also maintain hazard insurance covering property owned by the Association as set forth herein.

#### ARTICLE XII

##### FINANCING PROVISIONS

Section 1. Approval of Owners and Holders of First Deeds of Trust. Unless at least seventy-five percent (75%) of the Owners and holders of first deeds of trust on Lots located within the Properties have given their prior written approval, the Homeowners Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Homeowners Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause. Notwithstanding anything herein to the contrary, the real



property owned to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except as determined by the Homeowners Association to be in the best interests of the Owners.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot.

(c) This space is deliberately left blank.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Homeowners Common Area on current replace cost basis in an amount not less than one hundred percent (100%) of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Homeowners Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2. Books and Records. Any Owner or holder of a first deed of trust on any Lot, or the agent or agents of either, shall have the right to examine the books and records of the Homeowners Association during any reasonable business hours.

Section 3. Payment of Taxes and Insurance Premiums. The Owners or holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any of the Homeowners Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Homeowners Association. The persons, firms, or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

### ARTICLE XIII

#### GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners 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 Homeowners 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below. This Declaration may be amended (including annexations of additional land) during the first twenty-five (25) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. No amendment shall be effective unless it has been approved, if required by Section 4 of this Article, by the Federal Housing Administration or Veterans Administration, and is recorded in the office of the Register of Deeds for Wake County.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with VA or FHA insured mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions will require the prior

approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mortgaging of real property owned by the Homeowners Association, deeding of Common Area to persons other than the Homeowners Association, and amendment of this Declaration.

Section 5. Additions to Existing Property. Additional land may be brought within the schemes of this Declaration in the following manner.

(a) Additional land may be annexed to the existing property by Declarant, its successors or assigns, in future stages of development, without the consent of any other lot owner or owners, provided that said annexations must occur within ten (10) years after the date of this instrument. Said additional land is described in Exhibit B, attached hereto and incorporated herein by reference as if fully set forth.

(b) The additions authorized under Section (a) above shall be made by filing a record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein. Such Supplemental Declaration shall reference this document without setting forth the complete text in said Supplemental Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this the 11th day of February, 2002.

UNITED ESTATES OF AMERICA, INC.  
BY: [Signature]  
President

HOMEPLACES, L.L.C.  
By: [Signature] (seal)  
Larry B. Bragg, Member

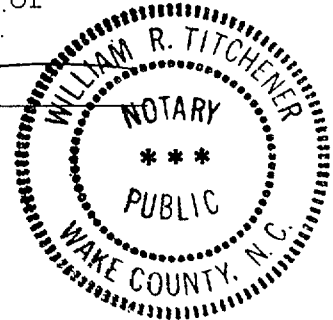
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, the undersigned Notary Public, do hereby certify that Hector Curoles personally came before me this day and acknowledged that he is President of UNITED ESTATES OF AMERICA, 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 him as its President.

Witness my hand and notarial seal, this 11th day of February, 2002.

[Signature]  
Notary Public

My Commission Expires: 09-25-2005



NORTH CAROLINA

WAKE COUNTY

I, A Notary Public of the State and County aforesaid, certify that Larry B. Bragg, Member of Homeplaces, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14th day of February, 2002.

My commission expires: 9-25-05



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Notary Public

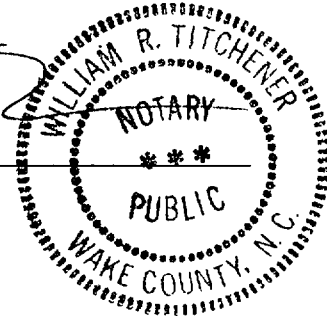


Exhibit A

Tract I :

Lots 1,2,3,4,5,6,7,8,24,25,26,27,28,29,30,31,32,33,34,35,36,37,  
38,39,40,41,42,43 and 44, Bradley Park, Phase One, Book of Maps  
2001, Page 2100, Wake County Registry

Tract II:

Lots 9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,45,46,47,48 and 49,  
Bradley Park, Phase One, Book of Maps 2001, Page 2101, Wake County  
Registry

## Exhibit B

## PROPERTY DESCRIPTION

BEGINNING at a point in the centerline of Tingen Road (S.R. 1153) [60 foot wide right of way in the southern line of that property owned (now or formerly) by Robert A. Bryan and said point also being located at the intersection of the centerline of Tingen Road and the northeastern right of way line of that 50 foot wide right of way to Colonial Pipeline Company, recorded in Book 1558, page 622, Wake County Registry; thence along the northeastern right of way line of the Colonial Pipeline Company right of way South 50 degrees 04 minutes 36 seconds East 469.68 feet to an existing iron stake, the southeastern corner of the Bryan property; thence along an eastern property line of the Bryan property North 25 degrees 29 minutes 48 seconds East 382.00 feet to an existing iron stake located in the Southern property line of that property owned (now or formerly) by the United States of America; thence along the southern property line of the property of United States of America the following courses and distances (1) South 82 degrees 55 minutes 57 seconds East 130.84 feet to an existing iron pipe, and (2) South 88 degrees 57 minutes 14 seconds East 500.33 feet to an existing iron pipe, the northwest corner of that property owned (now or formerly) by Snyder Paper Corporation; thence along the western property line of the Snyder Paper Corporation property South 00 degrees 44 minutes 59 seconds West 826.43 feet to an existing concrete monument located in the northern line of property owned (now or formerly) by the Town of Apex; thence South 00 degrees 44 minutes 59 seconds West 60.32 feet to another existing concrete monument; thence South 00 degrees 44 minutes 59 seconds West 1026.06 feet to an existing concrete monument located in the centerline of a 40 foot wide access easement to the Town of Apex recorded in Book 6133, page 166, and rerecorded in Book 6159, page 750, Wake County Registry; thence along the centerline of said 40 foot wide access easement South 89 degrees 50 minutes 52 seconds West 1173.86 feet to an existing iron pipe located seven feet west of the centerline of a creek, a common corner of those properties owned (now or formerly) by Myrtle S. Hopson and A.T. Seymore heirs; thence along the northern property line of the property of the Seymore heirs North 89 degrees 54 seconds 29 minutes West 331.90 feet to an existing iron stake with pointers at the toe of a point dam, the southeastern corner of that property owned (now or formerly) by the W.T. Fish heirs; thence along the eastern property line of the Fish heirs property North 03 degrees 58 minutes 53 seconds East 436.20 feet to an existing iron pipe with pointers and North 03 degrees 56 minutes 59 seconds East 626.66 feet to an iron pipe set at angle iron with pointers, the northeast corner of the W. T. Fish heirs property and the southeast corner of a cemetery; thence along the eastern property line of the cemetery property North 03 degrees 57 minutes 59 seconds East 529.59 feet to an existing iron stake with pointers, a corner of the cemetery property; thence North 86 degrees 06 minutes 22 seconds West 78.25 feet to a point in the centerline of Tingen Road; thence along the centerline of Tingen Road the following courses and distances: (1) North 31 degrees 44 minutes 04 seconds East 21.57 feet to a point, (2) North 37 degrees 36 minutes 15 seconds East 49.93 feet to a point, (3) North 43 degrees 10 minutes 13 seconds East 50.07 feet to a point, (4) North 48 degrees 32 minutes 55 seconds East 49.97 feet to a point, (5) North 51 degrees 19 minutes 30 seconds East 49.97 feet to a point, (6) North 53 degrees 20 minutes 27 seconds East 49.93 feet to a point, (7) North 54 degrees 06 minutes 42 seconds East 50.12 feet to a point, (8) North 54 degrees 03 minutes 28 seconds East 49.98 feet to a point, (9) North 52 degrees 38 minutes 19 seconds East 49.98 feet to a point, and (10) North 50 degrees 11 minutes 16 seconds East 39.92 feet to a point in the centerline of Tingen Road, the point and place of BEGINNING, and containing approximately 61.411 gross acres, and being all of that property shown on that plat entitled, "Survey for Canterbury Communities, Inc., White Oak Township, Wake County, N.C." by Smith & Smith Surveyors dated March 17, 1994 and being identified as Project Number 94-54.

SAVING AND EXCEPTING FROM THE FOREGOING DESCRIPTION THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING at an existing concrete monument located in the centerline of a 40 foot wide access easement to the Town of Apex recorded in Book 6133, page 166, as rerecorded in Book 6159, page 750 Wake County Registry, said existing concrete monument being the southeast corner of that 61.411 acre tract conveyed to Canterbury Communities, Inc. And the existing concrete monument being located South 89 degrees 50 minutes 52 seconds West 470.55 feet along the centerline of the access easement from a point located in the centerline of Perry Road (S.R. 1171) [60 foot wide right of way]; thence from said point of beginning along the southern property line of the Canterbury Communities, Inc. property South 89 degrees 50 minutes 52 seconds West 1173.86 feet to an existing iron pipe located seven feet west of the centerline of a creek; thence continuing along the southern line of the Canterbury Communities, Inc. property North 89 degrees 54 minutes 29 seconds West 55.57 feet to a point; thence leaving that southern line North 03 degrees 58 minutes 53 seconds East 550 feet to a point; thence North 10 degrees 32 minutes 39 seconds East 80 feet to a point; thence North 30 degrees 12 minutes 21 seconds East 70 feet to a point; thence North 52 degrees 37 minutes 50 seconds East 70 feet to a point; thence North 71 degrees 49 minutes 35 seconds East 50 feet to a point; thence North 15 degrees 06 minutes 32 seconds East 125.16 feet to a point; thence easterly on a curve to the right, said curve having a radius of 298 feet and a chord bearing and distance of South 85 degrees 17 minutes 09 seconds East 47.43 feet, an arc distance of 47.48 feet to a point; thence North 28 degrees 09 minutes 46 seconds East 62.62 feet to a point; thence North 16 degrees 39 minutes 04 seconds East 154.81 feet to a point; thence South 88 degrees 33 minutes 02 seconds East 54.18 feet to a point; thence North 25 degrees 41 minutes 20 seconds East 99.24 feet to a point; thence South 87 degrees 41 minutes 26 seconds East 118.61 feet to a point; thence northeasterly on a curve to the left, said curve having a radius of 30 feet and a chord bearing and distance of North 52 degrees 52 minutes 12 seconds East 38.44 feet, an arc distance of 41.72 feet to a point; thence northeasterly on a curve to the right, said curve having a radius of 512.68 feet and a chord bearing and distance of North 22 degrees 13 minutes 29 seconds East 163.79 feet, an arc distance of 164.50 feet to a point; thence North 31 degrees 25 minutes 00 seconds East 34.22 feet to a point located on the southern right of way line of the Colonial Pipeline Company 50 foot wide right of way as recorded in Book 1558, page 622 Wake County Registry; thence along said right of way line South 50 degrees 04 minutes 36 seconds East 310.67 feet to a point; thence leaving said right of way line South 05 degrees 01 minutes 39 seconds West 28.16 feet to a point; thence easterly on a curve to the right, said curve having a radius of 8,567.67 feet and a chord bearing and distance of South 83 degrees 50 minutes 42 seconds East 337.14 feet, an arc distance of 337.16 feet to an existing

Laura M Riddick  
Register of Deeds  
Wake County, NC



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

**North Carolina - Wake County**

The foregoing certificate \_\_\_ of William R Titchener  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ 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: Dan Stewart  
Assistant/Deputy Register of Deeds <sup>DEPUTY</sup>

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