PREPARED BY & MAIL TO: Boyce, Mitchell, Burns & Smith, P.A.
James M. Day, Raleigh, NC

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAFFORD TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by HERITAGE GREEN ASSOCIATES, a North Carolina General Partnership, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property in the City of Raleigh, County of Wake, State of North Carolina, which is more particularly described as follows:

BEGINNING at an iron pipe located in the eastern line of Sandy Forks Road said pipe marking the north corner of lands described as Lot No. 10 Eden Forest Subdivision recorded in Book of Maps 1959, Page 70, Wake County Registry; thence along the eastern line of Sandy Forks Road the following courses and distances: North 17° 7' 11" East 169.65 feet; North 16° 40' 0" East 170.2 feet; North 14° 26' 40" East 18.26 feet to an iron pipe in the eastern line of Sandy Forks Road; thence continuing along Sandy Forks Road along a curve to the right into the southern line of the future extension of Spring Forest Road, said curve having R = 25 feet, L = 45.95 feet to an iron pipe; thence continuing along the southern line of future extension of Spring Forest Road South 60° 15' 0" East 479.48 feet to an iron pipe; thence South 10° 0' 0" West 244.54 feet to an iron pipe; thence North 73° 55' 0" West 163.00 feet to an iron pipe; thence South 85° 55' 0" West 204.0 feet to an iron pipe in the easternly lot line of Lot 10 Eden forest subdivision; thence along said eastern property line North 59° 38' 28" West 178.0 feet to the point and place of beginning, being approximately 3.8848 acres, all in accordance with a survey entitled Stafford Townhomes, prepared by Bass, Nixon & Kennedy, Inc. and recorded in Book of Maps 1984, Page 157, Wake County Registry.

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stafford Townhomes Association, Inc., its successors and assigns.

Section 2. "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.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property 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 to Stafford Townhomes Association, Inc. and designated as such on each recorded map of the property.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Lot in Use" shall mean and refer to any lot on which a dwelling unit has been fully constructed and conveyed by Declarant to a subsequent purchaser and it shall also mean any lot which has been conveyed by the Declarant to a subsequent purchaser for a period of one year, but which does not have a dwelling unit constructed thereon and occupied. In no event shall it mean a lot owned by the Declarant on which no dwelling unit has been constructed.

Section 7. "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.

A. "Class A Members" shall be all those owners as defined in Article III herein, with the exception of the declarant.

B. "Class B Member" shall be the Declarant as defined herein.

Section 8. "Declarant" shall mean and refer to Heritage Green Associates, a North Carolina General Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development or if such successors or assigns should acquire more than one lot, whether developed or undeveloped, pursuant to foreclosure or a deed in lieu of foreclosure.

Section 9. "Additional Properties" shall mean and refer to all or a portion of that real property more specifically described in Exhibit A, which is attached hereto and incorporated by this reference.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area including specifically an easement for access, ingress and egress from and to public streets and walkways and an easement for parking 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 facilities situated upon the Common Area.

B. Suspension of Use of Common Area: The right of the Association to suspend the voting rights and the right to use any recreational facilities by any owner, his family, guests, etc., for any period during which any assessment against his lot remains unpaid and for a period, not to exceed one hundred twenty (120) days for the infraction of its published rules and regulations; provided; however, that if said infraction is continuing in nature, said suspension may be enforced until such infraction is cured; and, provided further, however, that the voting rights of Declarant and the right to use the recreational facilities by Declarant shall not be suspended except for non-payment of an assessment.

C. Dedication and Transfer of Common Area: The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility, or non-profit corporation for recreational purposes, and subject to such conditions as may be agreed to by the members, and provided that said dedication or transfer shall be approved by the appropriate municipal authority and shall also be approved as provided in Article 10, Section 12. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3) of each Class of Members agreeing to such dedication or transfer has been recorded in the Wake County Registry.

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, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said properties and the right of such mortgage of said properties shall be subordinate to the rights of the owners established hereunder.

F. Parking: The right of individual owners to the exclusive use of parking spaces as provided in this declaration with an easement of ingress and egress to and from said parking area.

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

Section 2. Delegation of Use: Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, contract purchasers, or guests, who reside on the property, subject to the provisions of Article II.

Section 3. Encroachment Easements: Whenever building lines, patio lines, private walkways or plantings encroach upon the Common Area, the owner of the affected lot hereby grants a perpetual easement for the use

of that portion of the lot which creates an encroachment to the Association.

Section 4. Parking Rights: Ownership of each single family attached townhome lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces for 2 bedroom units and three bedroom units, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking lot. The Association shall permanently assigns one of said parking spaces for each townhome lot as near the dwelling to which it is assigned as is reasonably possible.

Section 5. Title the Common Area: Declarant hereby reserves the right to establish, during a period of five (5) years from the filing of the Declaration, additional areas of parking as Declarant, in its discretion, may determine to be needed. 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, prior to the conveyance of the first lot. The Association and the owners thereof agree that said Common Area shall not be subject to partition or division except as provided in Article X, Section 3.

Section 6. Television Antennas and Piped-In Music: The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music. The costs of these may be included in annual or special assessments applicable to townhome lots. The Association may regulate or prohibit the erection of television antennas and related equipment on any lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments, or which is specifically exempted from assessment either by the terms of this declaration or by the terms of appropriate governmental laws, ordinances, or regulations, or will become subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities 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, or will become subject to assessment by the Association. 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 in this subdivision.

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

Class A: Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. Declarant 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. The vote of such lots shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes 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, additional lands are annexed to the Property without the assent of Class A Members for the development of such additional lands by the Declarant, all as provided in Article IV, Section 1, herein; or

B. On August 31, 1986; or

C. Upon the surrender of all Class B memberships by the holder thereof or cancellation by the Association.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Notwithstanding anything to the contrary herein, prior to August 31, 1986, Declarant, its successors or assigns, may, without the consent of the Class A membership, annex Additional Properties by subjecting the same to the provisions of this Declaration. After August 31, 1986, annexation of Additional Properties shall require the assent of two-thirds (2/3) of the Class A membership, if any, and two-thirds (2/3) of the Class B membership, if any, as provided in Article X, Section 6. Upon annexation said area shall be used only for residential purposes and shall be subject to this Declaration and all owners shall automatically become members of the Association.

The submission of such Additional Properties to the provisions of this Declaration may be accomplished by an amendment to this Declaration executed by Declarant with the same formalities as this instrument. Such amendment must refer to the volume and page in which this instrument is recorded and must describe the Additional Properties being submitted to this Declaration. Such amendment shall become effective upon the recordation of same.

No "Additional Properties" may be made subject to this Declaration without the prior approval of the City of Raleigh.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot in use owned within the properties, 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 capital improvements.

Such assessments are to be established and collected as hereinafter provided. All assessments relating to the Common Area shall be shared equally by the owners of each lot without regard to whether or not the lot is in use. All assessments which relate only to the exterior maintenance of the townhome lots shall be shared equally by the owners of each townhome lot in use, except as provided herein. 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 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 land and shall be a continuing lien upon the property against which each such assessment is made. 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 property 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 properties, the recreation, health, safety and welfare of the residents in the properties, and for the improvement and maintenance of the Common Area including, but not limited to, the payment of taxes, liability insurance and all assessments for the public improvement of the Common Area, and easements appurtenant thereto, and the enforcement of these covenants and the rules of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of those homes situated upon the property on which the Association is obligated to perform maintenance.

Section 3. Maximum Annual Assessments: Until January 1 of the year immediately following the conveyance of the first lot to the owner, the maximum annual assessment shall be $625.00 per townhome lot.

A. 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 without a vote of the membership by the greater of $60.00 per year or in conformance with the rise of the consumer price index (published by the Department of Labor, Washington, D.C.), or such index as may succeed the consumer price index for the preceding month of July.

B. From and after January 1, 1985, the maximum annual assessment may be increased above that established by the Consumer Price Index formula aforesaid by a vote of the members for the next succeeding five years, and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of the members as provided in

Article X, Section 6. Limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation of which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

D. As long as Heritage Green Associates or its successors or assigns, has a majority of the total vote of the Class A and Class B votes, Heritage Green Associates, its successors or assigns, will advance all expenses for the maintenance and operation of the common area to the extent that annual assessments paid by the owners of lots in Stafford Townhomes are inadequate for this purpose. 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 votes of Class A and Class B votes are no longer possessed by Heritage Green Associates, its successors or assigns, Heritage Green Associates shall have no further obligation for maintenance and operation of the common area pursuant to the terms of this section. However, Heritage Green Associates, 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 in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto; and the costs of any purchase of an individual owner's property and the costs of repairing and/or rebuilding any such property purchased by the Association to the same condition as formerly; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment: Both annual and special assessments related to the common area must be fixed at a uniform rate for all lots in Stafford Townhomes and may be collected on a monthly basis. Both annual and special assessments relating to the maintenance of the exterior of townhomes must be fixed at uniform rates for all townhome lots in use and may be collected on a monthly basis, except as to an assessment provided for by Article VII.

Section 6. Date of Commencement of Annual Assessment Due Dates: The annual assessments provided for herein shall commence as to all lots in use in Stafford Townhomes 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. The Board of Directors shall fix the amount of the annual assessment against each lot in use at least thirty (30) days in advance of each annual assessment period. Written notice of the annual

assessment shall be sent to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period. The due date 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 to have been paid as to third parties acting in reliance on said statement.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association: Any assessments which are not paid when due 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 ten percent (10%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. Each such owner, by this 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 lot owners, which shall have the power to bid in an interest foreclosed at foreclosure and to acquire and hold, lease, mortgage and convey the same to subordinate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding the non-payment of the owner's portion of the premium. 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 8. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinated to the lien of the first mortgage. 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 of deed of trust 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; provided that the Association and Declarant have been notified of said foreclosure prior to the date thereof. 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 9. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessment created herein:

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

B. The Common Area.

C. All lots owned by Declarant, its successors or assigns for the purpose of constructing a dwelling thereon provided that said builder agrees to pay to the Association, ten percent (10%) of the assessment otherwise applicable to lots. This exemption shall expire August 31, 1986.

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

Section 10. Insurance Assessments. The Board of Directors or its duly authorized agent may have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the fully replacement cost of 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 areas and all damage or injury caused by the negligence of the Association or any of its agents. 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 as Trustee for each of the lot owners in equal proportions. 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 dwelling from any hazard, and such hazard insurance shall be with a company and in an amount and in a form which is acceptable to the Board of Directors of the Association. The hazard insurance policy to be taken out by each owner shall include a loss payable clause listing the Association as an additional insured. Each owner shall have to satisfy the Board of Directors of the association that at all times his property is covered by the required hazard insurance. In the event of damage or destruction by fire or other casualty to the property of an individual owner, the owner, shall, with the concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property in as good condition as formerly. In the event the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall have the power to purchase the property and to repair and rebuild the same and to levy a special assessment against all members of the Association to pay the purchase price and to pay for the costs of repairing and/or rebuilding to the same condition as formerly; provided, however, that the Board of Directors' power to levy a special assessment for these purposes is subject to the prior approval of the Association given pursuant to the voting requirements of Article X, Section 6. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the

Federal Deposit Insurance Corporation or other Federal Government Agency, with a provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractor, or they may negotiate with any contractor who may be required to provide a full performance and payment bond or letter of credit for the repair and reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all members of the Association as established by Article V, Section 1, above to make up any deficiency for repairs or rebuilding of the common area.

ARTICLE VI

PARTY WALL

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction in the townhome section of the homes upon the properties and placed on the dividing line between the lots and all reconstruction or extensions of such walls shall constitute party walls and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support, in-below ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereof make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. The owner of any townhome lot may construct, reconstruct, or extend a party wall in any direction subject to and within the limitations of architectural control and other limitations of these covenants with the right to go upon the adjoining lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining lot to as near the same condition which prevailed on or before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing: Notwithstanding any other provisions of this Article, an owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. The Right to Contribution Runs with the Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners' successors in title.

Section 7. Certification by Adjoining Property Owner that No Contribution is Due: If any owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article, request the adjoining property owner or property owners or any one of them, a certification that no right of contribution exists. Whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed. In the event a property owner refuses or neglects to do so, it shall be deemed a waiver to proceed against the adjoining property owner.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance for each townhome lot which is subject to assessment hereunder as follows: Paint, repair and replace exterior building surfaces, care of roofs, gutters, downspouts, trees, shrubs, grass, walks and all other exterior improvements initially installed by Declarant. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, it is hereby reserved to the Association the right to unobstructed access over and upon each townhome lot and each townhome at all reasonable times to perform maintenance as provided in this Article. The owner of any townhome may, at his election, plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard, provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. In such event, such owner shall maintain such plantings or other maintenance. No such maintenance by a townhome lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one (1) year. The owner of a townhome lot shall not place any furniture, construct or place any structure or plant any vegetation in the front yard except with the prior written approval of the Association. Notwithstanding the above, any plantings or maintenance outside the patio or deck area must receive the prior written approval of the Association.

(As a matter of information for future members of this Association, the developer wishes to make it known that it is a part of the original plan of the development to construct a variety of townhomes with a variety of exteriors for the good of the entire subdivision. Some townhomes will require far more maintenance than others because of the type of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those persons connected with the conception, design, construction, and

financing of this subdivision as originally planned are in accord in their belief that all members of the Association will be benefited by the variety of exteriors and therefore the Association should provide exterior maintenance and make a uniform rate of charge without regard to actual cost of maintenance of each townhome lot under construction thereon.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family guests, tenants or employees or invitees or is caused by fire, lightning, thunderstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles and smoke as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance policy, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot is subject.

The Association shall establish regulations governing the procedure for exterior maintenance. In the event any owner desires to expend a sum greater than that sum authorized by the Association, he shall advance, prior to the commencement of work, an amount necessary to cover the additional expenses and a lien shall be established against his lot for any deficiency.

ARTICLE VIII

EASEMENTS

Section 1. Each townhome lot and the property included in the Common Area shall be subject to an easement for encroachments, created by construction, settling, and overhangings as designed or constructed by the Declarant. A valid easement for such encroachments and for the maintenance of same so long as it stands, shall and does exist. In the event the multi-family structure containing two or more townhomes is partially or totally destroyed and then rebuilt, the owners of the townhomes so affected agree that minor encroachments of part of the adjacent townhome units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over, and under all of said property for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, gas, telephones, electricity, and a master antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical, telephone, gas or cablevision company to erect and maintain the necessary underground equipment and other necessary equipment on said property, and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said townhomes, and detached single family dwellings. An easement is further granted to all police, fire protection, garbage, mail delivery, ambulance, and all similar persons to enter upon the streets and 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 elected 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 on said property except as initially planned and approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provide request a specific easement by separate recordable documents, Declarant or Stafford Townhomes Association, Inc. after the termination of Class B membership or in the event the easement crosses property owned by the Association, will have the right and authority to grant such easement on said property without conflicting with the terms hereof. The easement provided for in this Article shall in no way affect other recorded easements on said premises.

Section 3. Underground Electrical Services:

A. Underground, single-phase electrical service shall be available to all residential townhomes on the aforesaid lots and to the recreational buildings, if any, to be constructed on the common area. The metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two foot priority easement along and centered on the underground electrical power service conductors installed from the utility's company easement to the designated point of service on the townhome structures.

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

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

D. An easement is hereby established for the benefit of the City of Raleigh over all 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.

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 building site in this subdivision; to protect the owners of the building

sites against such improper use of surrounding building sites as will depreciate the value of the property of each; 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 hereon, with appropriate locations thereof on building sites; to secure and maintain proper set backs from 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 building sites therein.

Section 2. Each lot as set forth herein and as approved by the appropriate municipal authority, shall constitute a residential building site (hereinafter called "Building Site") and 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 Architectural Committee, hereinafter referred to as the "Architectural Committee" and the appropriate municipal authority the size and shape of any Building Site may be altered; provided that no Building site or group of Building Sites may be resubdivided so as to produce a greater number of Building Sites than that allowed by the applicable zoning or subdivision laws in force at the time of said change. More than one lot may be used as one Building Site 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 Building Site other than one attached single family dwelling, not to exceed three stories in height. All structures shall comply with the applicable zoning restrictions of the City of Raleigh.

Section 3. No residential structure, which has a minimum area of less than 1200 square feet of heated area, exclusive of porches, basement and garbage, shall be erected or placed on any Building Site.

Section 4. No building, wall, fence, or other structure shall be commenced, erected, or maintained upon the properties, 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 Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee or Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5. Said Property is hereby restricted solely to residential dwellings for residential use. All buildings and structures erected upon

said lots shall be of new construction and no building or structures, other than townhome buildings, being single-family townhomes, joined by a common exterior roof and foundation, shall be constructed. Provided that the recreation amenities put in by the Declarant or by the Association shall be considered a permitted use. No structures of a temporary character, manufactured home, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

Section 6. Each lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions hereof.

Section 7. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of said townhomes to maintain during the period of construction and sale of said townhomes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of said townhomes, including but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lots, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 9. No "For Sale" signs, except one of not more than five (5) feet square, advertising signs or rent signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, and in no event in the Common Area, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhome or detached single-family dwelling or the resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of said property, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of Declarant, its agent and assigns, during the construction and sales period, and Stafford Townhomes Association, Inc., a non-profit corporation, incorporated or to be incorporated under the laws of the State of North Carolina, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 10. All clothes line, 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 townhomes or detached single-family dwelling. All garbage, trash, or rubbish shall be regularly removed from the premises and shall not be allowed to accumulate therein. All clothes lines shall be confined to deck or patio areas.

Section 11. No planting or gardening (except within the deck or patio areas) shall be done and no fences, hedges, or walls shall be erected or maintained upon said property except such as are installed in

accordance with initial construction of the buildings located thereon by Declarant or as approved by the Association's Board of Directors or the Architectural Committee. Except for the right of ingress and egress, and the right of the homeowners agreeing out of the dedication of the greenway easement to the City of Raleigh, the owners of said townhome lots are hereby prohibited and restricted from using any of said property outside of the exterior building lines, deck and patio areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all the owners of townhomes, the Association, and is necessary for the protection of the homeowners.

Section 12. Maintenance, upkeep, and repairs of any patio, screens and screen doors, exterior doors and window fixtures and other hardware shall be the sole responsibility of the individual owner of the lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas and all exterior and roofs of the townhomes, 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.

Section 13. All fixtures and equipment installed within a townhome commencing at a point where the utility lines, pipes, wires, conduits, or systems are within the exterior walls of townhomes, including the courtyards, shall be maintained and kept in repair by the owner thereof. An owner shall do no act, nor any work that will impair the structural soundness or integrity of another townhome, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other townhomes or their owners. All water and sewer lines located within the Common Area shall be maintained by the Association.

Section 14. 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 the Property; other than a master antenna system, should any such master antenna system or systems be utilized and require any such exterior antenna.

Section 15. No action shall at any time be taken by the Association or its Board of Directors, which in any manner would discriminate against any owner or owners in favor of any of the owners of the Association.

Section 16. No boats, recreation vehicles, or trailers of any owner or member of his family, his tenants, guest or contract purchasers shall be parked on any lot within public view or within the Common Area, or within the right-of-way of any street in or adjacent to Stafford Townhomes. All boats, recreation vehicles, or trailers shall be stored either within the owner's garage or other facilities not located on the Property.

Section 17. Quiet and 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 annoyance to the neighborhood.

Section 18. Driveway Access: In no event shall any driveway access onto Spring Forest Road be constructed and/or maintained or allowed to be constructed or maintained.

Section 19. In addition to those restrictions contained in 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 front yard space of each lot and of the Common Area.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement: The Association or any 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 the 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 judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Exchange of Common Areas for Other Portions of Property: Notwithstanding any provision herein to the contrary, it is expressly provided that the Association may convey to the Declarant any portion of the Common Area theretofore conveyed to the Association in exchange for other portions of the Property conveyed by the Declarant to the Association provided that all conveyances are approved by appropriate municipal authority and are approved as provided in Article X, Section 12. Upon such conveyance, the area thus conveyed to the Declarant shall cease to be Common Area and shall cease to be subject to the provisions of these covenants relating to the Common Areas, but the area thus conveyed to the Association shall become Common Area and subject to the provisions of these covenants relating to Common Areas, and subject to the provisions of Article X, Section 6.

Section 4. 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 twenty (20) 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 Article X, Sections 6 or 8 during the first twenty (20) years by an instrument signed by not less than the owners of ninety percent (90%) of the lots and thereafter by an instrument signed by not less than the owners of seventy-five percent (75%) of the lots.

Section 5. Disputes: In the event of any dispute arising concerning a party wall or other 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 6. Voting: Any vote pursuant to this Article shall be at a meeting duly called, written notice of which shall be sent to all members stating the purpose of such meeting, and not less than ten (10) days, nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies duly authorized, entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above. The required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. 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 not 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 STAFFORD TOWNHOMES ASSOCIATION, INC.

By authority of its Board of Directors, Stafford Townhomes Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the owners of _____ percent of the lots of Stafford Townhomes and is therefore a valid amendment to existing covenants, conditions and restrictions of Stafford Townhomes Association, Inc.

STAFFORD TOWNHOMES ASSOCIATION, INC.

BY: _____
President

ATTEST:

_____
Secretary"

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

All amendments shall be effective from 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 Stafford Townhomes. All amendments shall be approved as set forth in Article X, Section 9 and/or 12, as required.

Section 8. Right of Declarant to Amend Declaration: Declarant hereby retains the right to amend Article IX of this Declaration, providing for architectural control and use restrictions, except that Declarant shall not make any amendment allowing the placement of more than one dwelling per lot or any amendment which would allow any use of a lot except for residential purposes or for use as part of the Common Area

Section 9. All amendments to this Declaration must be approved by the Office of the City Attorney. In the event said amendment has not been approved or disapproved within thirty (30) days after being submitted to the City Attorney, approval will not be required and it shall be deemed that this provision has been fully complied with.

Section 10. In no case shall the City be responsible for failing to provide any emergency or regular fire, policy or other public service to such developments 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 developer, homeowners association or occupants.

Section 11. 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 and 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 to the ownership of each lot.

Section 12. VA/HUD Approval: As long as there is a Class B membership, the following actions will require prior approval of the Veterans Administration referred to herein as VA and/or the Department of Housing and Urban Affairs referred to herein as HUD: Annexation of additional properties, dedication or withdrawal from dedication of Common Area, Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 13. Gender and Grammer: The singular, wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required 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.

ARTICLE XI

UNDERGROUND UTILITIES AND STREET LIGHTING

Declarant reserves the right to subject the real property described hereinabove to a contract with Public Service Company of North Carolina,

Inc. and/or Carolina Power & Light Company for the installation of underground utility service and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a lot, each owner agrees to pay the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or other appropriate governmental authorities. Declarant reserves the right to contract on behalf of each lot with Carolina Power & Light Company, or its successors and assigns, for street lighting service. Upon acceptance of a deed to a lot, each owner agrees to pay to the appropriate utility the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or its successors or other appropriate governmental authority.

Declarant further reserves the right to connect to each unit 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 charge, if any.

ARTICLE XII

OWNER RESPONSIBILITY

Anything contained herein to the contrary notwithstanding, an Owner shall be responsible and liable for any and all violations of these Declarations by his employees, tenants, guests and invitees.

IN WITNESS WHEREOF, the undersigned, being the general partners of Declarant herein, have executed this instrument this 2 day of May, 1984.

ATTEST:

Carol P. Cable
Secretary

(CORPORATE SEAL)

HERITAGE GREEN ASSOCIATES, a North Carolina General Partnership

BY: Preferred Investments, Inc., a General Partner

BY: Roy Pinyoun
Roy Pinyoun, Vice President

ATTEST:

Regina S. Cooper
Secretary

(CORPORATE SEAL)

BY: WALLACE-HUNT ASSOCIATES, a General Partner

BY: HRI Construction Company, Inc., a General Partner

BY: K. Neal Hunt
K. Neal Hunt, President

BY: R. P. WALLACE CONSTRUCTION COMPANY,
a General Partner

BY: R. P. Wallace
R. P. Wallace, President

Secretary

(Corporate Seal)

NORTH CAROLINA

WAKE COUNTY

I, L. Susie Ragsdale, a Notary Public of the County of Wake, State of North Carolina, do hereby certify that R. P. Wallace, personally appeared before me this day and acknowledged that he is President of R. P. Wallace Construction, General Partner, and that by authority duly given and as the act of the General Partner, the foregoing instrument was signed in its name as General Partner by its President, sealed with its corporate seal and attested by its Secretary.

Witness my hand and official seal this the 2nd day of May, 1984.

L Susie Ragsdale
Notary Public

My Commission expires:
2-13-88

NORTH CAROLINA

Guilford
COUNTY

I, H. Margaret Willetts, a Notary Public of the County of Guilford, State of North Carolina, do hereby certify that Roy Pinyoun, personally appeared before me this day and acknowledged that he is Vice President of Preferred Investments, Inc., General Partner, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by its Secretary.

Witness my hand and official seal this the 15th day of May, 1983.

H. Margaret Willetts
Notary Public

My Commission expires: 1-31-87

H. MARGARET WILLETTS NOTARY PUBLIC GUILFORD COUNTY, N. C.

NORTH CAROLINA

WAKE COUNTY

I, L. Susie Ragsdale a Notary Public of the County of Wake, State of North Carolina, do hereby certify that K. Neal Hunt, personally appeared before me this day and acknowledged that he is President of HRI Construction Company, Inc., General Partner of Wallace-Hunt Associates, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name as General Partner by its President, sealed with its corporate seal and attested by its Secretary.

Witness my hand and official seal this the 2nd day of May, 1983. 1984.

L. Susie Ragsdale
Notary Public

My Commission expires: 2-13-84

L. SUSIE RAGSDALE NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate(s) of L. Susie Ragsdale, H. Margaret Willetts, Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and times and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By _____ Deputy Register of Deeds

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAFFORD TOWNHOMES.

BEGINNING at an iron stake located in the Southern right-of-way of the future extension of Spring Forest Road and marking the Northeast corner of Lot 1 according to a map recorded in Book of Maps 1983, Page 1142, Wake County Registry, thence South 60° 15' 00" East 532.74 feet to an iron stake; thence South 46° 36' 29" East 591.93 feet to an iron stake; thence South 76° 30' 38" West 876.16 feet to an iron stake; thence North 29° 06' 27" West 112.96 feet to an iron stake; thence North 30° 17' 20" West 227.03 feet to an iron stake; thence North 22° 50' 00" West 137.35 feet to an iron stake; thence North 30° 26' 39" West 202.41 feet to an iron stake; thence North 59° 38' 28" West 136.48 feet to an iron stake; thence North 85° 55' 00" East 204.00 feet to an iron stake; thence South 73° 55' East 163.00 feet to an iron stake; thence North 10° 00' 00" East 244.54 feet to an iron stake, the point and place of BEGINNING, being approximately 12.236 acres, more or less, all in accordance with a survey entitled "Property of Heritage Green Associates", prepared by Bass, Nixon & Kennedy, Inc. and dated September 6, 1983.