

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(Pope's Crossing)

Sum

This Declaration of Covenants, Conditions and Restrictions for Pope's Crossing made and entered into this the 13th day of April, 1988 by CIMARRON CAPITAL, INC., A North Carolina corporation, Post Office Box 2701, Durham, North Carolina 27705 (hereinafter referred to as "Declarant"), and Joseph Espinal and Angela M. Rae, James E. Clark and wife, Sally B. Clark, David K. Woodcox and wife, Laura L. Woodcox, Kathleen M. Christian, ~~James Lee Chao~~ Wanda C. Welch, Theresa L. Gucker, residents of Durham County (hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, Declarant and Owners are owners of certain Properties located in the County of Durham, State of North Carolina, and

WHEREAS, Declarant and Owners desire to subject the Properties to certain protective covenants, conditions, restrictions and easements as hereinafter set forth, and

NOW, THEREFORE, Declarant and Owners hereby declare that all of the Properties described hereinafter shall be held, sold and conveyed as part of its general plan of development subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Properties 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 enure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the open areas and dedicated road rights-of-way.

Section 4. "Declarant" shall mean and refer to Cimarron Capital, Inc., a North Carolina corporation, Post Office Box 2701, Durham, North Carolina, 27705, its successors and assigns (if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development).

ARTICLE II

ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. Residential Use. Each Lot shall be used solely and exclusively for residential purposes and no dwelling shall be erected or allowed to remain upon any Lot except one detached, single-family private residence not exceeding three (3) stories and an attic in height as measured from the street grade of the Lot, a garage and other appurtenances as may be approved by the Declarant.

Section 2. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area of the Lot as shown on any subdivision map of the Properties recorded by Declarant, provided, however, that Lot lines may be adjusted among Lots by Declarant or Owner subject to governmental approval provided that the total number of Lots shall not be increased.

Section 3. Approval of Structural Design. No residence, building, fence, wall, driveway, mail box, bus shelter, swimming pool, storage facility, landscape lighting, lights, utility shed, satellite dish, or other structure or appurtenance shall be erected, altered, remodeled, added to; or allowed to remain upon any Lot unless the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Pope's Crossing Architectural Review Committee (hereinafter referred to as "the Committee") or its designate, and construction must be accomplished in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing "the

Committee" by or its designate. "The Committee" or its designate shall have the sole right, authority and complete discretion to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors and appearance, landscaping, location of the structure or structures and aesthetics. In the event "the Committee" or its designate does not approve or disapprove the plans and specifications in writing within thirty (30) days from the date they are received by it, this approval right will be waived and this covenant will be deemed to have been fully complied with. The Pope's Crossing Architectural Review Committee shall consist of the Declarant, or its designate, until such time as the Declarant shall resign, at which time said Committee shall be comprised of three members appointed by the Pope's Crossing Homeowner's Association, Inc.

Section 4. Utilities Easement. In addition to such easements as may be reserved on any recorded plat, there is reserved an easement for and the right at any time in the future to grant a right-of-way and easement not more than ten (10) feet in width from any rear or side lot line for the purpose of drainage, underground or above ground installation, repair and maintenance of poles, street lights, lines, conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, cable and telephone service and any other utilities for or to the Lots.

Section 5. Radio and Television Antennae. No exposed or exterior radio or television transmission or receiving antennae shall be erected, placed or maintained on any part of a Lot or upon a structure thereon which shall exceed the height of the trees upon such Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Use of Properties. No portion of the Properties (except for a temporary office and/or sales model of the Declarant maintained for development and sales purposes) shall be used except for residential purposes incidental or accessory thereto. This provision shall not be construed so as to prohibit domestic or health care personnel who work and provide on-premises services to or for the Owner, members of his family, his lawful tenants or contract purchasers from being provided with a place of residence within any residence situated on a Lot.

(a) No commercial signs, with the exception for a "For Sale" or "For Rent" sign no more than two feet in width and three feet in height, shall be erected or maintained on any Lot. Such signs as allowed hereunder, being temporary in nature shall not be subject to any set back requirement imposed by Article II, Section 5.

(b) No house trailers shall be permitted on any Lot. Boats, trailers, campers, tents or temporary building shall not be permitted on any Lot except in areas where they cannot be viewed from the streets. However, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residential structures and shall be removed from the Lot within ten (10) days after a certificate of occupancy shall be issued for the residential structure or improvement being constructed.

(c) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale with the previously constructed residential structure. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

Section 2. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 3. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Declarant. However, a reasonable number of household pets shall be permitted, provided they are not raised for commercial purposes and subject to Article II, Section 3, a structure or enclosure may be erected in the rear yard for such household pets that are to be kept out-of-doors.

Section 4. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 5. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Properties shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or its delegate, 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 Declarant or 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 provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for two successive period of ten (10) years each. This Declaration may be amended during the first thirty (30) year period by an instrument approved by not less than the record Owners of ninety percent (90%) of the Lots, and thereafter by an instrument approved by not less than the record Owners of seventy-five percent (75%) of the Lots.

Section 4. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Declarant or its delegate. Thereupon, the Declarant or its delegate shall within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Declarant or its delegate may rely upon the evidence of record title available in the Durham County Registry, but shall not be required to cause any 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 Declarant or its delegate in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, Declarant or its delegate shall cause the amendment to be recorded in the Durham County Registry.

All amendments shall be effective from the date of their recordation in the Durham County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Declarant. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Declarant or its delegate, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

IN WITNESS WHEREOF, the undersigned, being the Declaration herein, has hereunto set its hand and seal this 20th day of May, 1988.

CIMARRON CAPITAL, INC., A North Carolina Corporation

By: [Signature]

President

ATTEST:

[Signature]
Asst Secretary

[Signature]
Witness

[Signature]
Joseph Espinal

Angela M. Rae

C. E. Cook
Witness

C. E. Cook
Witness

C. E. Cook
Witness

C. E. Cook
Witness

C. E. Cook
Witness

James E. Clark
James E. Clark

Sally B. Clark
Sally B. Clark

David R. Woodcox
David R. Woodcox

Laura L. Woodcox
Laura L. Woodcox

Kathleen M. Christian
Kathleen M. Christian

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

C. E. Cook
Witness

C. E. Cook
Witness

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Wanda C. Welch
Wanda C. Welch WELCH

Theresa L. Gucker
Theresa L. Gucker

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that Maureen E. Oakes personally came before me this day and acknowledged that she is Asst. Secretary of CIMARRON CAPITAL, INC., a North Carolina corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Asst. Secretary.

Witness my hand and official seal, this 20th day of May, 1988.

Jan Ritten
Notary Public

My commission expires:

January 11, 1992

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that C. E. Cook personally appeared before me this day, and being duly sworn, stated that in his presence JOSEPH ESPINAL ~~and~~ ~~XXXX~~ ~~AND~~ ~~XXXX~~ signed the foregoing instrument.

Witness my hand and official seal, this the 20th day of May, 1988.

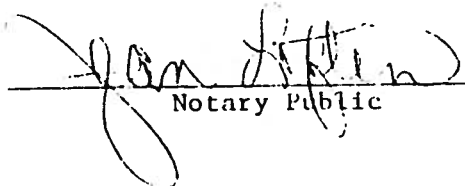
Joseph H. Brier
Notary Public

My commission expires:

June 15, 1992

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that
C. E. COOKE personally appeared before me this day,
and being duly sworn, stated that in his presence JAMES E. CLARK and wife,
SALLY B. CLARK signed the foregoing instrument.
Witness my hand and official seal, this the 20th day of May,
1988.

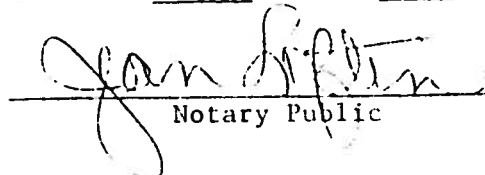

Notary Public

My commission expires:

January 11, 1992

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that
C. E. COOKE personally appeared before me this day,
and being duly sworn, stated that in his presence DAVID K. WOODCOX and wife,
LAURA L. WOODCOX signed the foregoing instrument.
Witness my hand and official seal, this the 20th day of May,
1988.

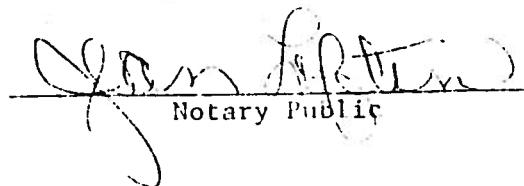

Notary Public

My commission expires:

January 11, 1992

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that
C. E. COOKE personally appeared before me this day,
and being duly sworn, stated that in his presence KATHLEEN H. CHRISTIAN
signed the foregoing instrument.
Witness my hand and official seal, this the 20th day of May,
1988.


Notary Public

My commission expires:

January 11, 1992

NORTH CAROLINA
DURHAM COUNTY

~~I, a Notary Public of the County and State aforesaid, certify that~~
~~xxxxxx C. E. COOKE xxxxxxxx personally appeared before me this day~~
~~and being duly sworn, stated that in his presence JAMES E. CLARK signed the~~
~~foregoing instrument~~
~~xxxxxx Witness my hand and official seal, this the xxxxx day of May xxxxxxxx~~
1988
xxxx

Notary Public

My commission expires:

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that
C. E. COOKE personally appeared before me this day,
and being duly sworn, stated that in his presence WANDA C. WELCH signed
the foregoing instrument.

Witness my hand and official seal, this the 20th day of May,
1988.

John H. Hinton
Notary Public

My commission expires:

January 11, 1992

NORTH CAROLINA
DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that
C. E. COOKE personally appeared before me this day,
and being duly sworn, stated that in his presence THERESA L. GUCKER signed
the foregoing instrument.

Witness my hand and official seal, this the 20th day of May,
1988.

John H. Hinton
Notary Public

My commission expires:

January 11, 1992

State of North Carolina-Durham County
The foregoing certificate(s) of John H. Hinton
and Marie W. Snipes
A Notary (Notaries) Public for the Designated G. S. records
units is (are) certified to be correct.

This the 20th day of May, 1988
Ruth C. Garrett Amanda Pollock
Register of Deeds By Assistant, Deputy
Register of Deeds

FILED
BOOK 1451 PAGE 448-449
MAY 20 3 04 PM '88
RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, NC

EXHIBIT A
POPE'S CROSSING PROPERTY

BEGINNING at an iron stake on the east side of Pope Road said stake being the southwest corner of property shown as Pump Station Easement in Deed Book 1264 at Page 919, Durham County Registry, and being the northwest corner of the Robert Watson property as shown in Plat Book 95 at Page 153, Durham County Registry, and running thence along and with the east side of said Pope Road the following courses and distances: North $1^{\circ} 58' 16''$ East 79.74 feet to a stake; in a general northerly direction along a curve having a radius of 1,219.73 feet, a distance of 323.24 feet to a stake; North $7^{\circ} 9' 21''$ East 1,280.51 feet to a stake; in a general northerly direction along a curve having a radius of 459.67 feet 166.69 feet to a stake; North $3^{\circ} 37' 17''$ West 15.67 feet to a stake; thence North $17^{\circ} 9' 21''$ East 297.2 feet to a stake in the western right-of-way line of I-40 Highway; thence with the western right-of-way line of said highway the following courses and distances: South $31^{\circ} 48' 27''$ East 61.04 feet to a stake; South $29^{\circ} 51' 54''$ East 257.58 feet to a stake; South $17^{\circ} 10' 28''$ West 25.73 feet to a stake; South $75^{\circ} 21' 54''$ East 26.4 feet to a stake; South $29^{\circ} 51' 54''$ East 56.4 feet to a stake; South $12^{\circ} 11' 19''$ East 251.85 feet to a stake; South $18^{\circ} 52' 12''$ East 259.23 feet to a stake; thence South $14^{\circ} 26' 44''$ West 192.78 feet to a stake; thence South $16^{\circ} 48' 3''$ East 36.62 feet to a stake; thence South $17^{\circ} 59' 57''$ West 308.66 feet to a stake; thence South $14^{\circ} 34' 37''$ West 129.57 feet to a stake; thence South 6° West 134.1 feet to a stake; thence South $14^{\circ} 34' 37''$ West 180.02 feet to a stake; thence South $30^{\circ} 26' 36''$ West 73.15 feet to a stake; thence South $14^{\circ} 34' 37''$ West 404.9 feet to a stake; thence South $14^{\circ} 33' 54''$ West 28.69 feet to a stake; thence North $84^{\circ} 14' 2''$ West 50 feet to a stake; thence North $84^{\circ} 47' 4''$ West 135 feet to a stake; thence North $54^{\circ} 9' 56''$ West 146.67 feet to a stake; thence North $27^{\circ} 44' 31''$ West 47.44 feet to a stake; thence North $68^{\circ} 32' 27''$ West 138.16 feet to a stake; thence South $86^{\circ} 59' 9''$ West 59.02 feet to a stake, the point and place of BEGINNING and being that property shown as Final Plat Pope Crossing, Sheets 1 and 2 of two sheets as surveyed by Ballentine Associates, P.A. dated August, 1987, to which plat reference is hereby made for a more particular description of same.