

EXHIBIT "C" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROASDAILE FARM

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

*War. Deed.
EX 1519
pg 1
4-20-89*

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 3rd day of August, 1987, by and between CROASDAILE FARM I, LIMITED PARTNERSHIP, a North Carolina limited partnership (hereinafter the "Developer") and PROSPECTIVE PURCHASERS, their heirs, successors and assigns, of Lot Nos. 1 through 58 of Section "A" of Phase One of Property of Croasdaile Farm I, Limited Partnership, in Durham County, North Carolina, as shown on the Plat hereinafter referred to.

WITNESSETH:

WHEREAS, the Developer is the owner of all that tract of real property located in Durham County, North Carolina, which has been subdivided into Lots numbered 1 through 58, and being more particularly described on that certain Plat entitled Sheet No. One and Sheet No. Two, Phase One, Section "A" of Property of Croasdaile Farm I, Limited Partnership, prepared by Credle Engineering Company, Inc., and recorded in Plat Book 115, at Pages 23 and 24, Durham County Registry, to which reference is hereby made for a more accurate description; and

Date: 5/8/87
D: CRF1-#3
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WHEREAS, the Developer proposes to sell and convey the Lots shown on the aforesaid Plat for residential purposes and to develop said Lots into a well planned residential community; and

WHEREAS, the Developer, prior to selling and conveying the aforesaid Lots, desires to impose upon them the Restrictive and Protective Covenants and Conditions hereinafter set forth (sometimes collectively referred to herein as the "Restrictive Covenants") for the benefit of all those who acquire title to any of said Lots. The Restrictive Covenants herein set forth shall inure to the benefit of each person, corporation or other entity, and the heirs, successors and assigns thereof, who acquire title to any of said numbered Lots;

NOW, THEREFORE, the Developer hereby declares that Lot Nos. 1 through 58 of Section "A" of Phase One of the Property of Croasdaile Farm I, Limited Partnership, and being more particularly described in Plat Book 115, at Pages 23 and 24, Durham County Registry, to which reference is hereby made for a more accurate description, shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the Restrictive Covenants set forth herein. These Restrictive Covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the said real property or any parts thereof. These Restrictive Covenants shall become a part of each instrument conveying or transferring any of said numbered Lots, or portions thereof, as fully and to the same extent as if set

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forth therein. As a condition of the sale or conveyance of any
of said numbered Lots, the grantees agree and covenant to abide
by these Restrictive Covenants.

ARTICLE ONE

DEFINITIONS

SECTION 1.1 Assessments: The term "Assessments", as used herein,
shall have the same meaning as in the Declaration of Covenants,
Conditions and Restrictions for Croasdaile Farm, which is duly
recorded in the Office of the Register of Deeds of Durham County,
North Carolina and to which these Restrictive Covenants are
subordinate.

SECTION 1.2 Association: The term "Association", as used herein,
shall mean the Croasdaile Farm Master Homeowner Association, Inc.

SECTION 1.3 Board of Directors: The term "Board of Directors",
as used herein, shall mean the elected body governing the
Association as provided by North Carolina corporate law.

SECTION 1.4 Common Areas: The term "Common Areas", as used
herein, shall mean all real and personal property now or
hereafter owned by the Association for the common use and
enjoyment of Lot owners.

SECTION 1.5 Community-Wide Standards: The term "Community-Wide
Standards", as used herein, shall mean the architectural,
landscape, arboreal, vegetative and aesthetic standards of the
Croasdaile Farm Community as determined and promulgated by the
Design Review Committee, from time to time.

SECTION 1.6 Croasdaile Farm Community: The term "Croasdaile Farm Community", as used herein, shall mean the residential community depicted on the Land Use Development Plan of Croasdaile Farm, as amended, from time to time, which is Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm, all of which is duly recorded in the Office of the Register of Deeds of Durham County, North Carolina.

SECTION 1.7 Declaration: The term "Declaration", as used herein, shall mean the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm, as amended, from time to time, which is duly recorded in the Office of the Register of Deeds of Durham County, North Carolina, and to which these Restrictive Covenants are Exhibit "C".

SECTION 1.8 Design Review Committee: The term "Design Review Committee", as used herein, shall mean the committee appointed by the Board of Directors, from time to time, to establish Community-Wide Standards for the construction, alteration or improvement of property within the Croasdaile Farm Community.

SECTION 1.9 Lot: The word "Lot", as used herein, shall mean any one of Lot Nos. 1 through 58, of Section "A" of Phase One of the Property of Croasdaile Farm I, Limited Partnership, as shown on the Plat and Survey thereof referred to above. A Lot is sometimes referred to herein as the "property".

SECTION 1.10 Person: The word "Person", as used herein, shall mean a natural person, a corporation, a partnership, a trust or other legal entity and the heirs, successors and assigns thereof.

SECTION 1.11 Rules and Regulations: The term "Rules and Regulations", as used herein, shall mean such Rules and Regulations as may be adopted by the Board of Directors of the Association, from time to time, governing the use and occupation of the Lots and the Common Areas.

ARTICLE TWO

GENERAL

SECTION 2.1 Governing Document: Lot Nos. 1 through 58 of Section "A" of Phase One of the Property of Croasdaile Farm I, Limited Partnership, and these Restrictive Covenants are expressly made subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm which is duly recorded in the Office of the Register of Deeds of Durham County, North Carolina. These Restrictive Covenants are Exhibit "C" to said Declaration.

SECTION 2.2 Homeowner Association: The Croasdaile Farm Master Homeowner Association, Inc., has been organized to own, manage and operate the Common Areas in the Croasdaile Farm Community, to enforce the Declaration, these Restrictive Covenants and to make such Rules and Regulations as it deems necessary or desirable, from time to time, governing the use and occupation of the Lots and the Common Areas.

SECTION 2.3 Membership Association: Each owner of a Lot, or portion thereof, shall be a member of the Association and the said owners, their heirs, successors and assigns, by acquiring title to such Lot, covenant and agree among themselves and with the Developer as follows with respect to the Association:

- (A) That each owner of a Lot agrees to be bound by the terms and provisions of the Declaration, these Restrictive Covenants, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations of the Association, all as may be amended, from time to time.
- (B) That each owner of a Lot will take any and all action necessary or desirable to remain in good standing as a member of the Association.
- (C) That any and all unpaid Assessments levied by the Association shall be a lien upon the Lot and improvements thereon and shall also be a personal obligation of each owner so assessed, all of which is more particularly set forth in the Declaration.
- (D) That membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot in the Croasdaile Farm Community, and such membership shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to

the new owner thereof.

- (E) That the Association and each owner of a Lot, their heirs, successors and assigns shall have the right to bring a proceeding at law or in equity against any person or entity violating or attempting to violate any of the Restrictive Covenants contained herein, either to restrain violation thereof or to recover money damages therefor. The remedies provided herein are cumulative and are in addition to any other remedies available.
- (F) That an owner of a Lot may delegate his rights under these Restrictive Covenants to his family, his tenants or contract purchasers who reside on the property.
- (G) That each owner of a Lot shall be subject to and bound by the requirements of the Community-Wide Standards for Croasdaile Farm (and the Design Review Guidelines contained therein) as amended, from time to time, and which is Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm, as amended, from time to time, all of which is recorded in the Office of the Register of Deeds of Durham County, North Carolina.

SECTION 2.4 Termination or Amendment: These Restrictive Covenants may be amended by the vote of not less than eighty percent (80%) of the then Lot owners; however, no such amendment may conflict with or be in derogation of any term, provision or condition of the Declaration, as amended, from time to time. This Section 2.4 may not be amended.

SECTION 2.5 Variances: The Board of Directors in its absolute discretion may allow reasonable variances and adjustments to these Restrictive Covenants in order to alleviate practical difficulties and hardship in their enforcement and operation. No variance shall violate the spirit or the intent of this document or any term or provision of the Declaration. In order to be effective, a variance shall be set forth in a written instrument duly executed by the Association, shall specifically refer to these Restrictive Covenants and shall be recorded in the Office of the Register of Deeds of Durham County, North Carolina.

SECTION 2.6 Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Restrictive Covenants nor the intent of any provision hereof.

SECTION 2.7 Invalidity: Invalidation of any of the covenants, restrictions or provisions of these Restrictive Covenants by judgment, court order, statute or ordinance shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

SECTION 2.8 Waiver: No provision contained in these Restrictive Covenants shall be deemed to have been waived by reason of any failure to enforce same, irrespective of the number of violations thereof.

SECTION 2.9 Gender: The use of the masculine gender in this document shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE THREE

PERMITTED AND PROHIBITED USES

SECTION 3.1 Use of Lots: The following use restrictions shall apply to the Lots:

- (A) No residence may be erected on less than one Lot; however, one or more Lots may be used as a single building plot. Adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners provided that such sale or exchange otherwise satisfies the requirements of these Restrictive Covenants. The Lots shall be used only for single family residences with such customary outbuildings as may be approved by the Design Review Committee.
- (B) The premises shall not be used or occupied by other than a single family and family servants and shall not be used other than for residential use.
- (C) No commercial or business activity of any kind shall be permitted on the premises.
- (D) Garages shall be for the use only of the occupants of the residence to which they are appurtenant and may be attached or detached from the residence.

- (E) When the construction of any building or other improvement is once begun, work thereon must be prosecuted diligently and must be completed within eighteen (18) months from the time construction began.
- (F) No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, permitted or maintained prior to the commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be construed to prevent the use of a temporary construction shed during the period of actual construction on such property nor the use of adequate sanitary toilet facilities for workmen during the construction period.
- (G) No owner of any part of the property will do or permit to be done any act upon his property which may be, is or may become a nuisance.
- (H) No sign of any character shall be displayed or placed upon any part of the property except as may be expressly authorized by the Design Review Committee.
- (I) No animals, birds or fowl shall be kept or maintained on any part of the property; provided, however, that dogs, cats and pet birds may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants so long as they do not become a nuisance to other owners in the development and provided further

that they are not kept, bred or maintained for any commercial use or purpose.

- (J) No garbage incinerators shall be permitted.
- (K) Garbage and trash receptacles shall be in complete conformity with the requirements of the Design Review Committee.
- (L) No boats, trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage; however, a boat or a boat trailer may be parked or stored on that portion of the Lot away from the street and screened from view as may be required by the Design Review Committee.
- (M) No substantial changes in the elevation or topography of the property shall be made without the approval of the Design Review Committee.
- (N) No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon.
- (O) Lot Nos. 1 through 58 of Section "A" of Phase One of the Property of Croasdale Farm I, Limited Partnership, are and shall be a part of the Croasdale Farm Community.

SETBACKS AND CONSTRUCTION REQUIREMENTS

SECTION 4.1 Setbacks and Construction Requirements: The following setbacks and construction requirements shall apply to the Lots:

- (A) No single family residence shall be constructed on less than one Lot and no building or other structure shall be located on any Lot closer than forty (40) feet to the front Lot line, forty (40) feet to the rear Lot line and fifteen (15) feet to each side Lot line. If one or more Lots are combined with a contiguous Lot, these setback requirements shall apply to the combined Lot.
- (B) The minimum size of all single family dwellings shall be not less than two thousand two hundred (2,200) square feet of heated finished living space.
- (C) No construction, alteration or improvement to a Lot or a change in its arboreal or vegetative conditions shall be made or begun without the prior written approval of the Design Review Committee as is provided in the Community-Wide Standards, as amended, from time to time, for the Croasdaile Farm Community, which standards are Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm, all of which is recorded in the Office of the Register of Deeds of Durham County, North Carolina.

ARTICLE FIVE

DURATION OF RESTRICTIVE COVENANTS

SECTION 5.1 Term: The Restrictive Covenants set forth in this instrument shall continue in full force and effect until twelve o'clock noon, local time, on December 31, 2015, after which time they shall automatically be extended for successive ten (10) year periods, unless an instrument in writing, signed by a majority of the then owners of Lots 1 through 58, of Section "A" of Phase One of Property of Croasdaile Farm I, Limited Partnership, revoking or terminating the same, shall be filed in the Office of the Register of Deeds of Durham County, North Carolina within the twelve (12) month period preceeding the beginning of each successive period of ten (10) years.

ARTICLE SIX

LIBERAL CONSTRUCTION

SECTION 6.1 Construction: These Restrictive Covenants shall be construed liberally to effect their purpose of creating a subdivision in the Croasdaile Farm Community which is administered by the Association and at all times subject to the terms and conditions of the Declaration, as amended, from time to time.

IN TESTIMONY WHEREOF, Croasdaile Farm I, Limited Partnership, has affixed its hand and seal the day and year first above written.



CROASDAILE FARM I, LIMITED PARTNERSHIP by its sole General Partner, LONE PINE, INC.

BY: Richard J. Boles (SEAL)
Richard J. Boles, President

ATTEST:

Jo S. Oakley
Jo S. Oakley, Secretary

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

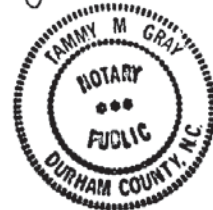
I, Tammy M Gray, a Notary Public of the County and State aforesaid, certify that Jo S. Oakley personally came before me this day and acknowledged that she is the Secretary of Lone Pine, Inc., a North Carolina corporation, which executed the foregoing instrument as the sole general partner of CROASDAILE FARM I, LIMITED PARTNERSHIP, and that by authority duly given and as the act of the corporation as the sole general partner, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as its Secretary.

WITNESS my hand and official stamp or seal, this 3rd day of August, 1987.

Tammy M Gray
Notary Public

My Commission Expires:

November 7, 1990



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EXHIBIT "D" TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CROASDAILE FARM

COMMUNITY-WIDE STANDARDS
FOR
CROASDAILE FARM

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Beischer & Boles, Attorneys at Law
Suite 101
Durham, N.C. 27705

Date: 5/8/87
D: CRF Exhibits.Ho
F: Design.Rev

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COMMUNITY-WIDE STANDARDS
FOR
CROASDAILE FARM

INTRODUCTION

The Board of Directors of Croasdaile Farm Master Homeowner Association, Inc., has appointed a Design Review Committee (hereinafter sometimes referred to as "DRC") consisting of three persons for the purpose of establishing Community-Wide Standards for the construction, alteration or improvement of property located within the Croasdaile Farm Community. In order to implement these Community-Wide Standards, the DRC has established the following Design Review Guidelines. These Design Review Guidelines (hereinafter sometimes referred to as the "Guidelines") are intended to establish Croasdaile Farm as an attractive residential community with ample, landscaped open areas, attractive structures and vegetation and to maintain the highest possible aesthetic standards for the community as a whole. In addition, the Guidelines are intended to protect homeowners and tenants in Croasdaile Farm against undesirable land uses within the community as well as haphazard development. Because these Guidelines are intended to address a broad range of new construction, alterations, arboreal, vegetative and general aesthetic requirements, it is impossible to address in advance every conceivable situation which the Guidelines are intended to encompass. The DRC, in reaching its decisions, will review each application for construction, alteration or improvement to property located within the Croasdaile Farm Community and will also make reference to any restrictive covenants affecting the

said property as well as these Guidelines. The DRC shall have the absolute and exclusive right to approve or disapprove any application submitted to it if the same is not in accordance with these Guidelines. The Croasdaile Farm Community shall mean and refer to the area depicted in the General Plan of Development for Croasdaile Farm, as amended, from time to time, which is the Land Use Development Plan of Croasdaile Farm prepared by Land Design/Research, Inc., all of which is depicted on Page D-18. Provided, however, that no portion of such property shall be subject to these Guidelines prior to the time it is annexed and subjected to the provisions of the Declaration of Covenants, Conditions and Restrictions for Croasdaile Farm, which is recorded in the Office of the Register of Deeds of Durham County, North Carolina.

ARTICLE ONE
APPROVALS REQUIRED

SECTION 1.1 DESIGN REVIEW COMMITTEE

The Design Review Committee shall be appointed by the Board of Directors of Croasdaile Farm Master Homeowner Association, Inc., and shall serve at the pleasure of the said Board. A member of the DRC may be removed by the Board of Directors at any time, with or without cause. No construction, alteration or improvement to property in the Croasdaile Farm Community shall take place except in strict compliance with these Design Review Guidelines and until the written approval of the DRC has been obtained as provided herein.

SECTION 1.2 APPROVAL OF GOVERNMENTAL AGENCIES

In addition to obtaining the prior written approval of the Design Review Committee, it is the homeowner's responsibility to obtain all necessary approvals and permits from any city, county or state governmental agency having jurisdiction over the subject matter prior to beginning any construction, alteration or improvement to property within the Croasdaile Farm Community. The appropriate governmental officials should be contacted prior to beginning any work in order to ascertain what permits will be required. Approval of a governmental agency for any construction, alteration or improvement to property does not preclude the need for Design Review Committee approval and vice versa.

ARTICLE TWO
DESIGN REVIEW PROCEDURES

SECTION 2.1 DESIGN REVIEW PROCEDURES

No construction, alteration or improvement to property in the Croasdaile Farm Community, including changes to the arboreal or vegetative conditions, shall be undertaken without the prior written approval of the DRC. A complete application for such approval must be submitted to the DRC, contain the documentation required in Section 3.1 and provide the information described in Section 3.2. Incomplete applications will not be considered. The applicant shall also furnish the DRC any other information or documentation which the DRC deems necessary or desirable in reaching its decision. An application may be "Approved", "Approved Subject to Conditions" or "Disapproved".

The decisions of the DRC shall be effective as of the date indicated on Form DRC 87-2. Actions taken by the DRC shall be final and not subject to appeal or review. However, plans and specifications revised in accordance with the DRC's recommendations may be resubmitted for consideration by the DRC. If a complete application is not disapproved within thirty (30) days after the date of receipt indicated on Form DRC, 87-1, it shall be deemed to be approved. If the applicant desires a variance from the requirements of these Guidelines, he should specifically set forth in his application the variance requested and the reasons therefor.

SECTION 2.2 DESIGN REVIEW STANDARDS

Generally, the DRC will use the following standards in reviewing an applicant's compliance with these Guidelines:

- (A) The submission of a complete application as provided in Sections 3.1 and 3.2, as well as any other information required by the DRC;
- (B) Conformity with any restrictive covenants or other land use restrictions affecting the property;
- (C) Applicable zoning requirements;
- (D) The impact of the proposed changes on the Croasdaile Farm open space areas, both present and projected. This would include a consideration of the effect of the removal of trees or vegetation, use of fencing, building height and changes to the topography;
- (E) Compatibility of the proposed improvement with the neighborhood setting. Compatibility is defined as

similarity in quality of workmanship, use of materials and construction details;

- (F) How proposed landscaping and vegetation will enhance the value of existing or proposed structures;
- (G) How the proposed improvement will affect the access, view, sunlight and drainage of the surrounding properties;
- (H) The impact, if any, on the adjacent properties; and
- (I) Any other factors deemed relevant by the DRC.

ARTICLE THREE
APPLICATION REQUIREMENTS

SECTION 3.1 DOCUMENTS TO BE SUBMITTED

An applicant must submit to the DRC a complete set of the documents described below as may be appropriate for the type of construction, alteration or improvement contemplated. A complete application must contain the documentation required herein and the information set forth in Section 3.2. Incomplete applications will not be reviewed by the DRC and are deemed to be automatically disapproved.

(A) Dwelling Units

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view of all floors
- (4) all elevations
- (5) landscape plan
- (6) number of square feet of heated, finished space on each floor
- (7) number of square feet of unheated space on each floor
- (8) number of square feet of each porch, deck or patio area
- (9) schedule of exterior colors and finishes
- (10) location of house number

(B) Fences

- (1) Application Form DRC 87-1
- (2) site plan
- (3) elevations showing height and materials
- (4) construction details
- (5) schedule of exterior colors and finishes

(C) Decks

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) number of square feet
- (6) schedule of exterior colors and finishes

(D) Storage Sheds and Outbuildings

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) number of square feet
- (6) schedule of exterior colors and finishes

(E) Patios

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) number of square feet
- (5) schedule of materials
- (6) schedule of exterior colors and finishes

(F) Outside Hot Tubs and Whirlpools

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) schedule of exterior colors and finishes

(G) Sun Control Devices

- (1) Application Form DRC 87-1
- (2) site plan (if device is not attached to dwelling)
- (3) plan view
- (4) all elevations
- (5) schedule of materials
- (6) schedule of exterior colors and finishes

(H)Swimming Pools and Filter Enclosures

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) section details through pool
- (6) schematic of piping system
- (7) fence enclosure [see Section 3.1(B)]
- (8) landscape plan

(I)Garages and Carports

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) number of square feet
- (6) schedule of exterior colors and finishes

(J)Driveways and Walkways

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) schedule of materials
- (5) schedule of exterior colors and finishes

(K)Porches

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) schedule of materials
- (6) schedule of exterior colors and finishes

(L)Greenhouses

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) schematic diagram of heat source
- (6) schedule of materials
- (7) schedule of exterior colors and finishes

(M)Outside Heating or Cooling Devices

- (1) Application Form DRC 87-1
- (2) site plan
- (3) landscape plan

(N) Antennas, Dish Antennas or other Structures having any Device
for the Reception or Emission of Electronic Signals

- (1) Application Form DRC 87-1
- (2) site plan
- (3) construction details
- (4) schedule of materials
- (5) landscape plan
- (6) schedule of exterior colors and finishes

(O) Clotheslines

- (1) Application Form DRC 87-1
- (2) site plan

(P) Pet Housing

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) fencing [see Section 3.1 (B)]
- (6) number of square feet of enclosed area
- (7) schedule of materials
- (8) schedule of exterior colors and finishes

(Q) Exterior Lighting

- (1) Application Form DRC 87-1
- (2) site plan
- (3) manufacturer's technical data

(R) Changes to Exterior Colors or Finishes

- (1) Application Form DRC 87-1
- (2) all elevations
- (3) schedule of materials
- (4) schedule of colors and finishes

(S) Mailboxes

- (1) Application Form DRC 87-1
- (2) site plan
- (3) all elevations
- (4) construction details
- (5) schedule of materials
- (6) schedule of exterior colors and finishes

(T)Permanent Barbeques

- (1) Application Form DRC 87-1
- (2) site plan
- (3) construction details
- (4) schedule of materials
- (5) schedule of exterior colors and finishes

(U)Removal of 4" Diameter or Larger Trees (measured 6 " above the ground)

- (1) Application Form DRC 87-1
- (2) site plan showing location of tree or trees to be removed
- (3) schedule stating:
 - (A) type of tree(s)
 - (B) approximate spread of each affected tree
 - (C) whether tree(s) is(are) dead or alive

(V)Landscaping

- (1) Application Form DRC 87-1
- (2) landscape plan

(W)Retaining Walls

- (1) Application Form DRC 87-1
- (2) site plan
- (3) all elevations
- (4) construction details
- (5) schedule of materials
- (6) schedule of exterior colors and finishes

(X)Garbage and Refuse Storage Areas

- (1) Application Form DRC 87-1
- (2) site plan
- (3) plan view
- (4) all elevations
- (5) number of square feet
- (6) schedule of materials
- (7) schedule of exterior colors and finishes

(Y)Irrigation Systems

- (1) Application Form DRC 87-1
- (2) landscape plan
- (3) schematic of piping system

(Z)Vegetable Gardens

- (1) Application Form DRC 87-1
- (2) landscape plan

(AA) Solar Equipment

- (1) Application Form DRC 87-1
- (2) site plan
- (3) construction details

SECTION 3.2 DOCUMENT REQUIREMENTS

The site plan, plan views, elevations, landscape plan and schedule of exterior colors and finishes required by Section 3.1 to be submitted to the DRC as part of an application for construction, alteration or improvement to property in Croasdaile Farm shall contain the following information and conform to the following standards:

(A) Site Plan

- (1) may be either on an 18" by 24" sheet or a 24" by 36" sheet
- (2) shall show the lot number
- (3) shall be drawn to a scale of not less than 1" = 20 feet
- (4) shall show a North arrow
- (5) shall set forth the calls and distances of all property lines
- (6) shall show all front, rear and side setbacks from the property lines in a continuous dashed line with the setbacks dimensioned from the property lines
- (7) shall show existing and proposed contours
- (8) shall depict Croasdaile Farm Planting Easement on property, if any
- (9) shall show the actual outline footprint of all structures including dwelling and outbuildings
- (10) shall show the actual size and location of all patios, decks, porches, driveways, walkways, steps, fences, etc., with driveways and fences dimensioned from the property lines
- (11) shall show the location of all storm drainage lines and locations of inlets and outlets
- (12) shall show the name, address and telephone number of person preparing site plan
- (13) shall show the name, address and telephone number of owner

(B) Plan Views

- (1) may be either on an 18" by 24" sheet or 24" by 36" sheet
- (2) shall show the lot number
- (3) shall be drawn to a scale of either 1/8" = 1 foot or 1/4" = 1 foot
- (4) shall show the overall dimensions of the structure with all changes in wall directions dimensioned
- (5) shall show all rooms and areas titled as to use (e.g. bedroom, kitchen, etc.)
- (6) floor plans shall match plan as shown on site plan and have the same orientation
- (7) shall show the name, address and telephone number of person preparing plan view
- (8) shall show the name, address and telephone number of owner

(C) Elevations

- (1) may be either on an 18" by 24" sheet or a 24" by 36" sheet
- (2) shall show the lot number
- (3) shall be drawn on a scale of either 1/8" = 1 foot or 1/4" = 1 foot and shall match the scale used on the plan view
- (4) the elevations required shall include all four primary elevations such as front, rear and both sides plus any other elevations required to totally depict the structure or improvement
- (5) shall depict the materials used (e.g. brick, siding, trim, windows, roofs, etc.)
- (6) shall show the name, address and telephone number of person preparing plan view
- (7) shall show the name, address and telephone number of owner

(D) Landscape Plan

- (1) may be either on an 18" by 24" sheet or a 24" by 36" sheet
- (2) shall show the lot number
- (3) shall be drawn to a scale of not less than 1" = 20 feet
- (4) shall provide a site plan survey showing all calls and distances and a North arrow
- (5) shall show all front, rear and side setbacks from property lines in a continuous dashed line
- (6) shall show existing and proposed contours
- (7) shall show location of Croasdaile Farm Planting Easements on property, if any
- (8) shall show the actual outline footprint of all structures on the property

- (9) shall show the location and dimensions of all existing and proposed patios, decks, driveways, walkways, steps, fences, etc.
- (10) shall show the location of existing tree line and landscape features
- (11) shall show the location of new landscape plantings and provide name, quantity and size of proposed plant materials
- (12) shall show the schematic diagram of the lawn irrigation system, if any
- (13) shall show the name, address and telephone number of person preparing landscape plan
- (14) shall show the name, address and telephone number of owner

(E) Exterior Color and Material Schedule

- (1) shall show the lot number
- (2) shall provide a schedule of colors and materials including, but not limited to, stain and paint colors for trim, siding, doors, shutters, stucco, etc.
- (3) shall provide color sample chips
- (4) shall describe roof color and brick or masonry color
- (5) if new construction, the colors may be set forth on the elevation plans submitted
- (6) shall supply samples of exterior materials and colors
- (7) shall show the name, address and telephone number of person preparing the exterior color and material schedule
- (8) shall show the name, address and telephone number of owner

ARTICLE FOUR
ENFORCEMENT

SECTION 4.1 ENFORCEMENT OF DESIGN REVIEW GUIDELINES

The Croasdale Farm Master Homeowner Association, Inc., its successors and assigns, and the owners of property in the Croasdale Farm Community and their heirs, successors and assigns may enforce any of the Design Review Guidelines by proceeding at law or in equity against any person or entity violating or attempting to violate any of the said Guidelines or the decisions

of the Design Review Committee, either to restrain violation thereof or to recover damages therefor.

ARTICLE FIVE
AMENDMENT

SECTION 5.1 AMENDMENT OF DESIGN REVIEW GUIDELINES

The Design Review Guidelines may be amended, from time to time, by the Design Review Committee. No such amendment shall be deemed to be an amendment to any other document, deed or declaration to which they may be an exhibit, attachment or schedule. The Guidelines are separately amendable in accordance with the provisions of this Section 5.1. Any amendment adopted by the Design Review Committee shall be effective on the date of adoption unless another date is specified by the said Committee. Amendments to the Design Review Guidelines may, but are not required to, be recorded in the Office of the Register of Deeds of Durham County, North Carolina. The failure to record any amendment shall not, in any respect, invalidate or limit its efficacy.

SECTION 5.2 AVAILABILITY OF GUIDELINES

The Design Review Guidelines shall be made available by the Design Review Committee to property owners, builders and developers who seek to engage in the development, construction, alteration or improvement of property in the Croasdaile Farm Community. The Croasdaile Farm Master Homeowner Association, Inc., may charge a fee for copies of the Design Review Guidelines.

ARTICLE SIX
MISCELLANEOUS

SECTION 6.1 WAIVER

No requirement of the Design Review Committee or of the Design Review Guidelines shall be deemed to have been waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

SECTION 6.2 INVALIDITY

Invalidation of any of the provisions of this document by judgment, court order, statute or ordinance shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

SECTION 6.3 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this document nor the intent of any provision hereof.

SECTION 6.4 FEES

The Croasdaile Farm Master Homeowner Association, Inc., may authorize the Design Review Committee to charge a fee for its services in an amount fixed by the Board of Directors of said Association.

SECTION 6.5 NO LIABILITY

Neither the Croasdaile Farm Master Homeowner Association, Inc., nor the members of the Design Review Committee, or any agent thereof, shall be responsible for defects, errors or

omissions in any plans, specifications or other materials submitted to it nor for any structural or other defects in the construction thereof. No act or failure to act by the DRC, with respect to the enforcement or performance of any of the DRC's powers and duties, including, without limitation, improper approval of an application, shall create any liability on the part of the Croasdale Farm Master Homeowner Association, Inc., the DRC, its members or agents.

SECTION 6.6 INSPECTION RIGHTS

The members of the DRC or their agents shall have the right, but not the obligation, to inspect all construction, alterations or improvements to property in the Croasdale Farm Community.

SECTION 6.7 NO LIEN

The requirements of the Design Review Guidelines shall not constitute a lien or encumbrance on any lot and any subsequent purchaser for value and without notice thereof shall in no way be affected by the failure of his predecessors in title to comply with the terms hereof.

SECTION 6.8 GENDER

The use of the masculine gender in this document shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Design Review Committee has adopted these Design Review Guidelines this the 3rd day of August, 1987.

CROASDAILE FARM DESIGN REVIEW COMMITTEE

BY: [Signature] (SEAL) One of Three Members

BY: [Signature] (SEAL) One of Three Members

BY: [Signature] (SEAL) One of Three Members

STATE OF NORTH CAROLINA

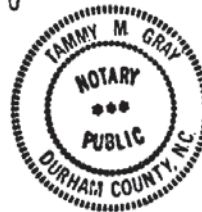
COUNTY OF DURHAM

I, Tammy M. Gray, a Notary Public in and for the above named County and State, do hereby certify that the due execution of the foregoing instrument was this day acknowledged before me by George O. Beischer for the purposes therein expressed.

Witness my hand and notarial seal or stamp this 3rd day of August, 1987.

Tammy M. Gray Notary Public

My Commissions Expires: November 7, 1990



STATE OF NORTH CAROLINA

COUNTY OF DURHAM

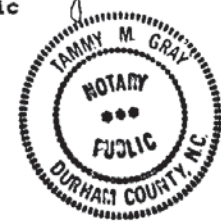
I, Tammy M. Gray, a Notary Public in and for the above named County and State, do hereby certify that the due execution of the foregoing instrument was this day acknowledged before me by Samuel W. Brockwell for the purposes therein expressed.

Witness my hand and notarial seal or stamp this 3rd day of August, 1987.

Tammy M. Gray
Notary Public

My Commissions Expires:

November 7, 1990



STATE OF NORTH CAROLINA

COUNTY OF DURHAM

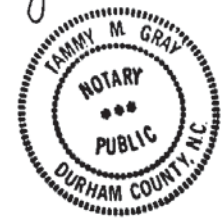
I, Tammy M. Gray, a Notary Public in and for the above named County and State, do hereby certify that the due execution of the foregoing instrument was this day acknowledged before me by Timothy C. Hoke for the purposes therein expressed.

Witness my hand and notarial seal or stamp this 3rd day of August, 1987.

Tammy M. Gray
Notary Public

My Commissions Expires:

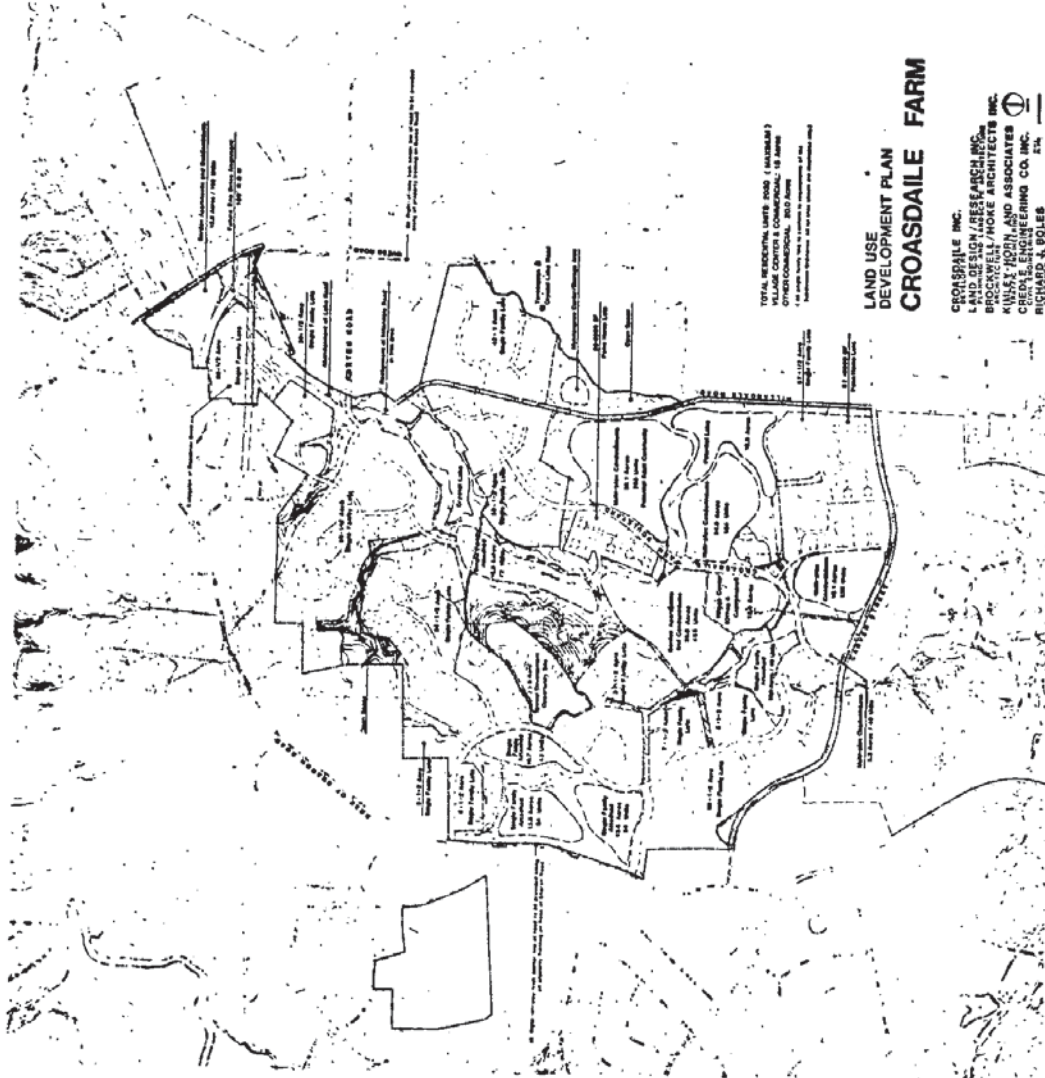
November 7, 1990



MAP OF CROASDAILE FARM COMMUNITY

NEED NOT BE DEVELOPED

BOOK 1393 PAGE 224



TOTAL RESERVING LIMITS 2000 (MAXIMUM)
PLANNED CENTER & COMMERCIAL 1000
RESIDENTIAL 1000
AGRICULTURAL 1000
TOTAL 4000

LAND USE
DEVELOPMENT PLAN
CROASDAILE FARM

CROASDAILE INC.
LAND DESIGN / RESEARCH INC.
BROCKWELL / MOKE ARCHITECTS INC.
KINSLY / HORN AND ASSOCIATES
CREDALE ENGINEERING CO. INC.
RICHARD & BOLES
J.L. King
August 1982

APPLICATION FOR
CONSTRUCTION, ALTERATION OR IMPROVEMENT
TO PROPERTY IN CROASDAILE FARM

The undersigned hereby makes application to the Croasdale Farm Design Review Committee for approval of the construction, alteration or improvement of property in the Croasdale Farm Community as set forth in the attached documents.

LOT NO. _____

Name of Applicant: _____
(Please Print)

Street Address: _____

City: _____ State _____ Zip _____

Telephone Nos.: Home(____) _____ Business(____) _____

Signature of Applicant

Signature of Applicant

Please also complete the section below if the name of the person preparing the application differs from name of applicant.

Name of Person
Preparing Application: _____
(Please Print)

Company Name: _____

Street Address: _____

City: _____ State _____ Zip _____

Telephone Nos.: Home(____) _____ Business(____) _____

DATE APPLICATION RECEIVED BY DRG:

(To be filled in by DRG)

BOOK 1393 PAGE 226

DESIGN REVIEW COMMITTEE

APPROVAL FORM

TO: _____

Your application for the construction, alteration or improvement to LOT NO. _____ in the Croasdale Farm Community has been reviewed by the Design Review Committee and the following decisions have been made with regard thereto.

_____ Your application is APPROVED as submitted.

_____ Your application is DISAPPROVED.

_____ Your application is APPROVED SUBJECT TO CONDITIONS.

This action is effective this _____ day of _____, 19____.

DESIGN REVIEW COMMITTEE

BY: _____
MEMBER

FORM DRC 87-2