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Prepared by and return to:

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STATE OF NORTH CAROLINA

COUNTY OF DURHAM

THESE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 9th day of June, 1993, by and between CROASDAILE FARM TWO, LIMITED PARTNERSHIP, a North Carolina limited partnership (hereinafter the "Developer") and PROSPECTIVE PURCHASERS, their heirs, successors and assigns, of Lot Nos. 92 through 128 of the Property of Croasdaile Farm Two, Limited Partnership, in Durham County, North Carolina, as shown on the Plats 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 92 through 128, and being more particularly described on those certain Plats entitled Property of Croasdaile Farm Two, Limited Partnership, prepared by Credle Engineering Company, Inc., and recorded in Plat Book 129, at Pages 194, 195 and 196, Durham County Registry, to which reference is hereby made for a more accurate description; and

WHEREAS, the Developer proposes to sell and convey the Lots shown on the aforesaid Plats for residential purposes and to develop said Lots into a well planned residential community; and

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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. 92 through 128 of the Property of Croasdaile Farm Two, Limited Partnership, and being more particularly described in Plat Book 129, at Pages 194, 195 and 196, 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 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.

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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 Book 1393, at Page 137, 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 Book 1393, at Page 137, 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 Book 1393 at Page 137, in the Office of the Register of Deeds of Durham County, North Carolina.

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 the Lots numbered 92 through 128 of the Property of Croasdaile Farm Two, Limited Partnership, as shown on the Plats and Surveys 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. 92 through 128 of the Property of Croasdaile Farm Two, Limited Partnership, as shown on the Plats and Surveys thereof prepared by Credle Engineering Company, Inc., all dated January 8, 1993, and recorded in Plat Book 129, at Pages 194, 195 and 196, Durham County Registry, to which reference is hereby made for a more accurate description, 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 Book 1393, at Page 137, in the Office of the Register of Deeds of Durham County, North Carolina. These Restrictive Covenants are subject to the terms and conditions of 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:

- (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

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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. 92 through 128 of the Property of Croasdaile Farm Two, Limited Partnership, are and shall be a part of the Croasdaile Farm Community.
- (P) The Developer, its successors, assigns and designated agents or nominees shall have the exclusive right to maintain a sales office, management office and a model home or homes on one or more of the said Lots subject to these Restrictive and Protective Covenants. There are no restrictions as to the number, size, location or

relocation of any such sales office, management office or model home. The Developer or its designee shall have the right to remove any sales office, management office or model home at any time. The right to remove or relocate a sales office, management office or model home includes the right of the Developer to remove all personal property and fixtures therefrom. The Developer or its designee shall also have the right to maintain signs on any of the said unsold Lots or on the Common Areas advertising homes or Lots for sale.

ARTICLE FOUR

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 except within the setback lines depicted for each Lot in Plat Book 129, at Pages 194, 195 and 196, Durham County Registry. 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 five hundred (2,500) 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 Lot Nos. 92 through 128 of the Property of Croasdaile Farm Two, 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 preceding the beginning of each successive period of ten (10) years.

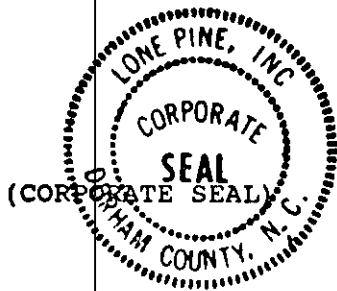
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ARTICLE SIX

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 Two, Limited Partnership, has affixed its hand and seal the day and year first above written.



CROASDAILE FARM TWO, 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

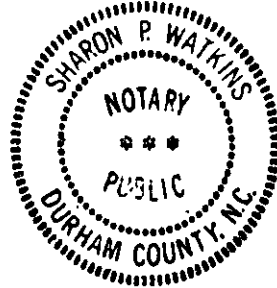
I, Sharon P. Watkins, a Notary Public of the County and State aforesaid, certify that Jo S. Oakley personally came before me this day and acknowledged that she is the Secretary of Lone Pine, Inc., a North Carolina corporation, which executed the foregoing instrument as the sole general partner of CROASDAILE FARM TWO, 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 9th day of June, 1993.

Sharon P. Watkins
Notary Public

My Commission Expires:

March 4, 1996



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RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

State of North Carolina-Durham County

The foregoing certificate(s) of _____

Sharon P. Watkins

A Notary (Notaries) Public for the Designated Governments units is (are) certified to be correct.

This the 9 day of June, A.D. 1993

Ruth C. Garrett Sharon P. Watkins
Register of Deeds By: Assistant, Deputy
Register of Deeds