

PREPARED BY AND RETURN TO: C. Thomas Biggs, Attorney at Law, P.O. Box 376, Durham, NC 27702

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(RESIDENTIAL RESTRICTIONS)
GRANDE PARK/GRANDOVER

This Declaration of Covenants, Conditions and Restrictions for Grandover Subdivision made and entered into this the 11th day of September, 2000 by GRANDE PARK, LLC, formerly, GRANDOVER OF DURHAM, L.L.C., a North Carolina Limited Liability Company, 2005 North Pointe Road, Suite A-11, Durham, North Carolina 27705 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain Properties located in the County of Durham, State of North Carolina, and

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

NOW, THEREFORE, Declarant hereby declares 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 Schedule 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 GRANDE PARK, LLC, formerly, GRANDOVER OF DURHAM, L.L.C., a North Carolina Limited Liability Company, 2005 North Pointe Road, Suite A-11, 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. All residential dwellings constructed on Lots shall have an enclosed area of main structure, exclusive of basements, open porches and garages, of at least 1300 square feet for a one story dwelling, and 1400 square feet for a one and one-half story, two-story or three-story dwelling. No mobile or modular homes shall be placed or allowed to remain on any Lot.

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 Lots may be combined, and 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 Grand Park /Grandover 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 Grande Park/Grandover 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 members appointed by the Grandover of Durham Homeowners 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) Except as may be erected by the Declarant, its successors or assigns, 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.

Section 5. Undisturbed Buffer. No structure of any kind shall be built within any area designated "Undisturbed Buffer" on any plat describing lots in the Grande Park/Grandover Subdivision, recorded in the Durham County Registry.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of September, 2000.

GRANDE PARK, LLC, formerly, GRANDOVER OF DURHAM, L.L.C., a North Carolina Limited Liability Company

By: *H. O. Chesson, Jr.* (SEAL)
H. O. Chesson, Jr., Member-Manager

NORTH CAROLINA

DURHAM COUNTY

I, Paula L. Mann, a Notary Public for said County and State, do hereby certify that H. O. Chesson, Jr., Member-Manager of GRANDE PARK, LLC, formerly, GRANDOVER OF DURHAM, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and notarial seal this the 11th day of September, 2000.

Paula L. Mann
Notary Public

My commission expires:

3-13-2005

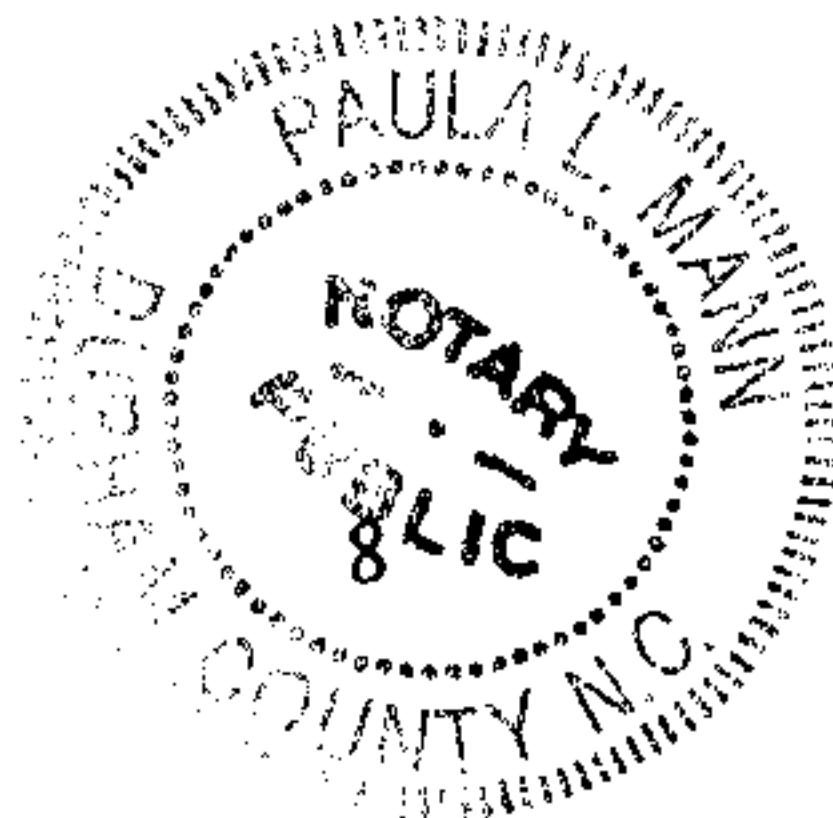
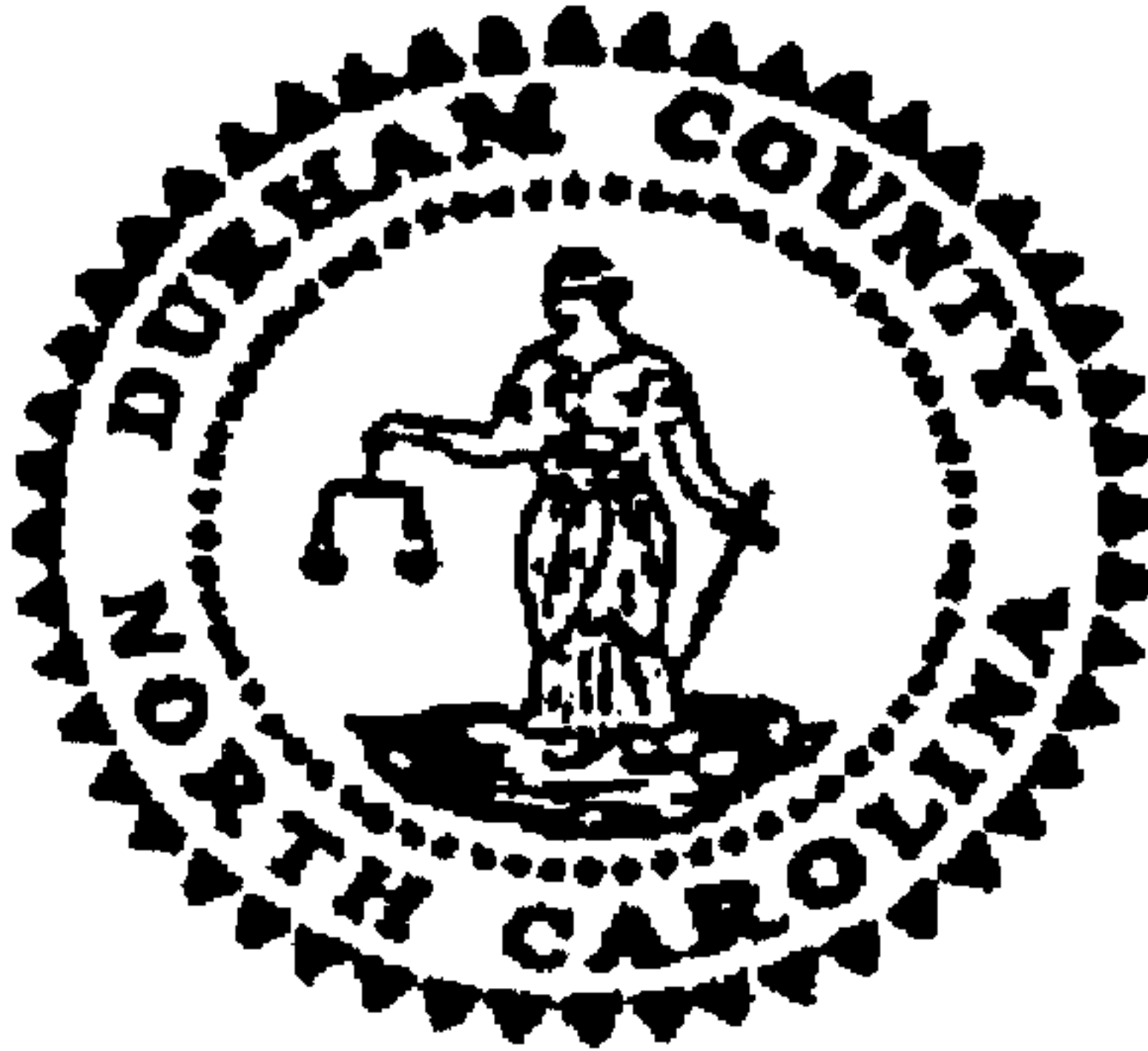


EXHIBIT A

TRACT 1: BEING all of Lots 43 through 60, inclusive and Lot 66 of GRANDOVER, PHASE II, SECTION II, SHEET 4 OF 5, as per plat and survey thereof now on file in the Office of the Register of Deeds of Durham County in Plat Book 148 at Page 173, to which plat reference is hereby made for a more particular description of same.

TRACT 2: BEING all of Lots 61 through 65, inclusive, and all of Lots 69 through 75, inclusive of GRANDOVER, PHASE II, SECTION II, SHEET 5 OF 5, as per plat and survey thereof now on file in the Office of the Register of Deeds of Durham County in Plat Book 148 at Page 175, to which plat reference is hereby made for a more particular description of same.



WILLIE L. COVINGTON
REGISTER OF DEEDS , DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

Filed For Registration: 09/12/2000 03:21:33 PM
Book: RE 2907 Page: 717-726
Document No.: 2000032865
DECL 10 PGS \$24.00
Recorder: CAROL JENKINS

State of North Carolina, County of Durham

The foregoing certificate of PAULA L MANN Notary is certified to be correct. This 12TH of September 2000

WILLIE L. COVINGTON , REGISTER OF DEEDS By: Carol Jenkins
Deputy/Assistant Register of Deeds



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