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Register of Deeds Orange COUNTY, NC
BY: *Michael Clayton*
Deputy

FOR MULTIPLE PIN SHEET
SEE BOOK 3601 PAGE 175

**NORTH CAROLINA
ORANGE COUNTY**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made and entered into this the 29 day of October, 2004, by The Crumpton Family Limited Partnership, a North Carolina Limited Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

*Prepared by return to
John T. Stewart
Suite 209
143 W. Franklin St.
Chapel Hill, NC 27516*

WHEREAS, Declarant is the owner of certain property (the "Development Area") in the County of Orange, State of North Carolina, and more particularly described as follows:

BEING ALL of those parcels of land labeled "Common Area" as shown on plat entitled "Final Plat Townhouse Development Crumpton Family Limited Partnership, J. Slade Crumpton, General Partner" dated March 15, 2004 as revised on September 15, 2004 and October 6, 2004, drawn by Irvin A. Staton, PLS and recorded in Plat Book 96, Pages 64 through 66, Orange County Registry.

WHEREAS, Declarant has constructed thereon townhouses for residential sale known as Booker Creek Village Townhouses; and

WHEREAS, it is the desire of Declarant to submit the aforesaid property together with the improvements constructed or to be constructed thereon to the terms, provisions and conditions of this Declaration.

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

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to the Booker Creek Village Homeowners Association, a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" or "owners" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Unit which is a part of property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and shall further include the record owner of a fee simple title to any Unit which is shown upon any subdivision map for any property hereafter subject to the terms, provisions and conditions of this Declaration in accordance with the provisions therefore hereinafter provided.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property more particularly described hereinabove, which is the property subjected to this Declaration of Covenants, Conditions and Restrictions, as well any subdivided parcels thereof and such additions or annexations as may hereafter be made a portion of this general plan of development and made subject to this Declaration of Covenants, Conditions and Restrictions.

Section 4. "Common Area" shall mean all real property owned or hereafter owned by the Homeowners Association and the easements granted thereto for the common use and enjoyment of the members. The Common Area to be owned by the Association at the time of the conveyance of the first Unit shall be acquired by Deed from Declarant and is described more particularly as "Common Area" on the Plat recorded in Plat Book 96, Page 6466, Orange County Registry.

Section 5. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property previously described with the exception of the Common Area, and shall further include any plot of land shown upon any subdivision map for any property hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions therefore hereinafter provided.

Section 6. "Declarant" shall mean and refer to The Crumpton Family Limited Partnership, its successors and assigns, if such successors and/or assigns should acquire more than one undeveloped Unit from the Declarant.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

Section 8. "Class A Member" shall mean and refer to the owner or owners of any Unit upon which a residence or single family unit has been completed and has been conveyed to any owner other than the Declarant. "Class B Member" shall mean and refer to the Declarant.

Section 9. The term "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Homeowners Association.

Section 10. "Institutional mortgage" sometimes referred to as "first mortgage" herein, shall be defined as a first mortgage or deed of trust originally executed and delivered to or held through assignment or assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company or a pension trust or a real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Developer or any of its subsidiaries.

Section 11. "Institutional lender," shall be defined as a bank or savings and loan association or any insurance company or a title insurance company or a pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning an institutional mortgage on one or more Units, or any of the foregoing who acquires an institutional mortgage as herein defined, by assignment or through mesne assignments from a non-institutional lender.

ARTICLE II: PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area as well as an easement over the Common Areas for access, ingress and egress from and to public streets and walkways, together with an easement for parking, and the easements hereby granted shall be appurtenant to and shall pass with the title to every Unit subject only to the following provisions:

(a) the right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, if any exist.

(b) the right of the Homeowners Association to suspend the voting rights and right to the use of any recreational facilities situated upon the Common Area by an owner for any period during which any assessment against his Unit, as herein provided, remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations if any such rules or regulations are adopted.

(c) the right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument or instruments signed by 75% of members agreeing to such dedication or transfer has been recorded (such instrument or instruments may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument).

(d) the right of the Homeowners Association to limit the number of guests of members making use of any recreational facilities situated upon the Common area if any exist.

(e) the right or the Homeowners Association, in accordance with its Articles and Bylaws, to borrow money for the purpose or improving the Common Area and facilities and in aid thereof to mortgage and grant liens and encumbrances upon said Common Area and facilities and the rights of any such mortgagee of the Common Area and facilities shall be subordinate to the rights of the homeowners hereunder.

(f) the right or the Homeowners Association, through its Board of Directors, to determine the time and manner of use or any recreational facilities situated upon the Common Area by the Owner

(g) the right of the Homeowners Association to reasonably regulate, locate and direct access routes as to the easement for access, ingress and egress, and to designate parking locations.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Homeowners Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property of the owner.

Section 3: Reciprocal Easements Whenever building lines, patio lines, private walkways or plants encroach onto the Common Area, the Owner of the affected Unit hereby grants a perpetual easement for the use of that portion of the Unit which creates an encroachment, to the Homeowners Association and its Members.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to or in conjunction with the conveyance of the first Unit, except easements necessary for the utilities, drainage and other common benefits including any type of communication, cable or wiring.

Section 5: Parking Rights Ownership of each Unit shall entitle the owner or owners thereof to the use of no more than two automobile parking spaces, which shall be as close and convenient to said Unit as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may regulate the parking of boats, trailers and other such items on the Common Area.

Section 6: Antennas and Satellites. Each Unit shall be allowed one (1) TV antenna or one (1) satellite dish, provided same is situated in the rear of the Unit in a position as is the least obtrusive and, prior to installation, is approved by the Homeowners Association in writing as per Article V below.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a Member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. Ownership of such Unit shall be the sole qualification for membership.

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

(a) Class A: Class A Members of the Homeowners Association shall be as defined in Article 1, Section 8, and each such Member shall be entitled to one vote for each Unit owned. When more than one person owns an interest in a Unit, all such persons shall be Members. The vote for each Unit shall be exercised as they (the Owners) among themselves determine, but in no event shall more than one vote be cast with respect to any one Unit.

(b) Class B: Class B Members shall be as defined in Article 1, Section 8, and each such Member shall be entitled to three (3) votes for each Unit in which said Member shall hold an interest qualifying it for membership by Article III, provided that Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3. The right of any Member to vote may be suspended by the Board of Directors for just cause.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENT

Section 1: Creation of the Lien and Personal Obligation Assessment. The Declarant, for each Unit owned, hereby covenants and agrees, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected as hereinafter provided. All assessments for maintenance of the Common Area and the maintenance of the exterior of any structures erected on the property shall be shared equally by the Owners of each Unit. All such monthly and special assessments, together with interest, costs, and reasonable attorney's fees for the collection thereof shall be a charge and lien upon the Unit and improvements of the respective Owners thereof, and the same shall be continuing lien upon the property (Unit and improvements) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Owner or Owners, of such property at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any such Unit and improvements unless expressly assumed by such purchasers. Provided however, the same shall be and remain a charge and lien upon any such Unit and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

Section 2. Assessment Amounts.

(a) Initial Assessment. The initial annual assessment shall not be in excess of Three Hundred Dollars (\$300.00) per Unit, the exact amount of which will be determined from time to time as provided in subsection (d) of this Section 2.

(b) Increase by Association. The annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed the greater of ten percent (10%) or the percentage increase reflected in the U.S. City Average, Consumer Price Index - United States and selected areas for urban wage earners and clerical workers, all items most recent index and percentage changes from selected dates (published by the U.S. Bureau of Labor Statistics, Washington, DC), or such other Index as may succeed the Consumer Price Index, for the twelve month period ending the immediately preceding October 1.

(c) Increase by Members. The annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative vote of 75% of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall set forth the purpose of the meeting to be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations herein set forth shall not apply to any increase in assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. The initial annual assessment shall not exceed Three Hundred Dollars (\$300.00). In establishing the annual assessment for any subsequent year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not increase the annual assessment in an amount in excess of the greater of ten percent (10%) or the sums derived by application of the consumer Price Index formula provided in subsection (b) of this Section 2.

(e) Each Unit owner, excepting the Declarant, shall pay the sum equal to two (2) months Association dues into a working capital fund of the Association at the time of transfer of said Unit to said owner.

Section 3: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including, but not limited to, necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 75% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall set forth the purpose of the meeting and shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The amount of the proposed assessment need not be stated.

Section 4: Uniform Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Units on a per Unit basis, any may be collected on either a monthly, quarterly, semi-annual or annual basis, as set by the Board of Directors.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 2 and 3. At the first meeting called, as provided in Sections 2 or 3 of this Article, the presence at the meeting of members or of proxies entitled to case sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 2 and 3, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the next preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the next preceding meeting.

Section 6: Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided herein for Units shall be paid in installments and the payment of such shall commence as to each Unit on the first day of the first month following the date on which said Unit is conveyed by the Developer to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand at any time, shall furnish a certificate in writing signed by an officer of the Association or by its management company, setting forth whether the assessments on a specified Unit have been paid. A reasonable charge may be made for providing this information. A properly executed certificate of the Association or its management company as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 7: Effect of Non-Payment of Assessments and Remedies of the Association: Any assessments or portion thereof which are not paid when due shall be delinquent. The Board of Directors of the Association shall have the power to establish when dues and assessments are delinquent and the late charges or penalties as a result of any delinquencies, and the rate of interest applicable to late payments. The Association may bring an action against the owner personally obligated to pay the same, and interest, costs, late payment charges and reasonable attorney's fees resulting from any such action shall be added to the amount of such assessment. If any law permits the filing of a lien as a method of enforcement of the Association's right to collect assessments, the Association may use such remedy. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 8: Special Individual Assessments. The Board of Directors may impose fines against any Unit and such fines shall be treated as a Special Assessment otherwise due to the Association, and as such will be a lien against the Owner's Unit. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner(s) shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner. Fines shall be as follows:

- (a) First non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00);
- (b) Second non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);
- (c) Third and subsequent non-compliance or violation(s) that are of a continuing nature: a fine not in excess of One Dollars (\$100.00) for each weeks of continued violation of non-compliance.

Section 9. Effect of Non-Payment of Assessment. If an assessment is not paid when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit, and there shall be added to the amount of such assessment, the costs of collections, including reasonable attorney's fees and expenses, and interest as established by the Board of Directors. No Owner may waive or escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. Each Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Association, or its agents or assigns, the right and power to bring all actions against such Owner personally liable for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed trust lien on the real property and such Owner hereby expressly grants to the Association a power of sale in connection with foreclosure of said lien. The lien provided for in this action shall be in favor of the Association and shall be for the benefit of all other Owners.

Section 10. Subordination of the Lien to Mortgages: The lien of the assessments provide for herein on any Unit shall be subordinate to the lien of any first mortgage on such Unit. The transfer of any Unit pursuant to such mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale of transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. Any portion of the property dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessment.

Section 12: Omission of Assessments: The omission of the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 13: Management Agreements: Each Owner of a Unit hereby agrees to be bound by the terms and conditions of any management agreements entered into by the Homeowners Association. A copy of all such agreements shall be available to every Owner. Any and all management agreements entered into by the Homeowners Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Homeowners Association. Except as herein provided, no existing management agreement shall be cancelled prior to the negotiation and execution by the Homeowners Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement shall become effective upon the expiration of any prior management agreement unless self-management is undertaken as herein provided. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this size and type. The Association may undertake self-management upon the affirmative vote of 75% of the votes of each class of members.

Section 14: Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Homeowners Association against loss or damage by fire or other hazard in the amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, including the cost of reconstruction or interior walls, ceilings, floors, floor coverings, wall coverings, electrical wiring, heating and cooling systems and all other improvement: which were a part of the original construction of the property, and shall also obtain a broad form public liability policy covering all Common Areas and all damage or injury caused by the negligence of the Homeowners Association or any of its agents. Said insurance shall include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Homeowners Association as Trustee for each of the Unit owners in equal proportion. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowners liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Homeowners Association, the Board or Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by said Board of Directors. In the event that insurance proceeds available for repair and/or rebuilding of any damaged townhouse unit(s) are insufficient to complete necessary repairs, the Board of Directors shall be authorized to assess the unit(s) owner(s) for the amount of any deficiency. In the event the insurance proceeds are insufficient to pay all the costs of repairing Common Areas and facilities, to the same condition formerly, the Board of Directors may levy a special assessments against all members of the Homeowners Association, as established by Article IV Section 4, above, or upon concurrence of two-thirds (2/3) of each class of members, and the respective mortgagees, may borrow sufficient funds to make up any deficiency for repair or rebuilding of the Common area and facilities. The Board of Directors shall advertise for sealed bids with any licensed contractor or they may negotiate with any contractor. The contractor performing the repair or reconstruction shall be required to provide full performance and payment bond for the repair, reconstruction or rebuilding or such destroyed building(s).

Section 15: Damage and Destruction. Except as hereinafter provided, damage to or destruction of the building shall be promptly repaired and restored by the Board of Directors using the proceeds or insurance on the building for that purpose and the unit owners shall be liable for assessment or any deficiency; provided, however, if an entire group of buildings be more than two-thirds destroyed by fire or other casualty and the owners or three-fourths of all the units in the multi-unit buildings located on the subject property resolve not to proceed with reconstruction or restoration, then in that event, the property shall either be (a) sold or otherwise transferred as hereinafter provided, or (b) deemed to be owned as tenants in common by the unit owners and subject to the provisions or North Carolina General Statutes §47A-25 as the same exists at the date hereof or as amended hereafter. The determination or whether to sell the property or to make the property subject to the provisions of North Carolina General Statute shall be by vote of three-fourths of the owners of the damaged buildings. Any reconstruction or repair shall be in accordance with the plans and specifications of the original building, portions of which are attached hereto as exhibits; and if not, then according to plans and specifications approved by the Board of Directors.

ARTICLE V: ARCHITECTURAL CONTROL

No building, fence, wall of other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of an external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

There is specifically reserved unto the Board or architectural committee, the right of entry and inspection upon any Unit for the purpose of determination of whether there exists any construction or improvement which violates the terms of any approval or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Board of Directors or architectural committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety or any constructed improvements or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Board or architectural committee specifically reserves the right of entry and inspection upon any Unit for the purpose of inspected any work in progress to ensure compliance with the approved plan.

The Association, Declarant, architectural committee or any officer, employee, agent, director or member thereof shall not be liable for damages to any persons submitting plans and written consent so long as the Declarant owns any real property subject to this Declaration or subject to annexation to this Declaration.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI: PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part or the original construction of the homes upon the Properties and placed on the dividing line between the Units, and all reconstructions or extensions of such walls, shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, it is the Association's responsibility to repair said party wall without any prejudice to any insurance claim.

ARTICLE VII: EXTERIOR MAINTENANCE

In addition to Maintenance upon the Common Area, the Homeowners Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care for roots, gutter, downspouts, exterior building surfaces, trees, shrubs, grass, walks, front deck, back deck and other exterior improvements and betterments. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior doors, windows and other hardware. In order to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Unit at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or invitees, such negligent or willful act to be determined by the Board of Directors acting in good faith after hearing all available facts, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

In the event an Owner of any Unit in the Property shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Unit and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject.

As a matter of information to the Members of this Association, that due to differing amounts of exposure to the elements and other factors, some dwellings may require more maintenance than others and that it is in the best interest of the entire Association that all units be properly maintained. In this circumstance, the Association shall be required to provide such maintenance provided for herein and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.

ARTICLE VIII: USE RESTRICTIONS

Section 1. Rules and Regulations: The Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Unit and the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken the Board of Directors, shall be recorded in a Book of Resolutions which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 2: Use of Property: Each building and the Common Area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws:

(a) All buildings and the Common Area and facilities shall be used for residential and related common purposes, except that the Declarant may use one or more buildings for offices and/or model homes for sale purposes consistent with Chapel Hill Town Ordinances.

(b) No waste shall be committed on any portion of the Common Area and facilities.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or of the Association, whichever shall have the obligation to maintain or repair such portions of the property.

(d) Nothing shall be done which will impair the structural integrity of any building, or portion of the Common Area and facilities or which would impair or later the exterior or party wall of any building or portion thereof, except in the manner provided in this Declaration.

(e) No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Property, except that the Declarant or its agents may use any unsold buildings for sales or display purposes.

(f) No owner shall display, or cause or allow to displayed, to public view, any sign, placard, poster, billboard or identifying name or number upon any building or any portion of the Common Area and facilities, except as allowed by the Association pursuant to its Bylaws or as required by Chapel Hill Town Ordinances; provided, however, that the Declarant may authorize "For Sale" or "For Rent" signs on any unsold or unoccupied dwellings in suitable places on the Common Area; provided, however, that during the development of the Property and the marketing thereof, the Declarant or its agents may maintain a sales office and may erect or display such signs as the Declarant deems appropriate as aids to such development and marketing provided that such signs do not violate any applicable laws.

(g) No person shall undertake, cause or allow any alteration or construction in or upon any portions of the Common Area and facilities except at the direction or with the express written consent of the Association.

(h) The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the dwelling, subject to any rules and regulations that may be adopted by the Association pursuant to its Bylaws.

Section 3. Quiet Enjoyment: No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Property. It is understood that the Declarant is developing additional land and that new construction will be a continuing activity for an undetermined period and that such activities shall not be deemed a nuisance affecting the quiet enjoyment of Owners.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Units, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. All garbage containers and recycle bins shall be in compliance with the Town of Chapel Hill Ordinances and Regulations.

Section 6. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Homeowners Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any of said property outside the exterior building lines except as may be allowed by the Homeowners Association's Board of Directors. In connection with this Section reference is made to the provisions of Article II, Section 1 and Article V. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the benefit of all members of the Booker Creek Village Homeowners Association, and is necessary for the protection of Unit Owners.

Section 7. Maintenance, upkeep and repair of any screens and screen doors, exterior doors and window fixtures, and other hardware shall be the sole responsibility of the individual owner of the Unit appurtenant thereto and not in any manner the responsibility of the Homeowners Association. Any action necessary or appropriate for the proper maintenance and upkeep of the Common Area and facilities and all exteriors and roofs of the townhouses, including, but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 8. All fixtures and equipment installed within a townhouse commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, (except that with respect to (i) the water lines, beginning at the meter for each respective Unit, and (ii) the sewer lines, beginning at the property line for each respective Unit) shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their Owners.

Section 9. No action shall at any time be taken by the Homeowners Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of another Owner.

Section 10. No nuisances shall be allowed on the property nor any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall use or permit a use of his unit or of the common elements that will increase the cost of insurance on the Property.

Section 11. No immoral, offensive or unlawful use shall be made of the Property or any part of it. All valid laws, ordinances and regulations of governmental authorities have jurisdiction shall be complied with.

Section 12. Uniform reasonable rules and regulations concerning the use of the property may be adopted, amended and rescinded from time to time by the Board of Directors. Copies of the current regulations shall be furnished by the Association to all Owners and residents of the townhouses on request. The regulations shall not conflict with the Declaration or Bylaws.

Section 13. Each Owner shall be responsible for and shall pay for all utility services, including water, sewer and electricity that are separately metered to his unit.

Section 14. It shall be the responsibility of each Unit Owner and the Board of Directors to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property, which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

Section 15. No noxious or offensive activity shall be carried on in or upon any unit nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to other Unit Owners. There shall not be maintained in or upon any unit any poultry or animals, other than household pets as hereinafter specified and allowed, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the other Unit Owners thereof.

Section 16. Household pets may be maintained in or upon any unit in accordance with the Rules and Regulations as adopted by the Booker Creek Village Homeowners Association.

Section 17. No tent, barn, storage shed, garage, tree house or other similar outbuilding or structure shall be placed on the Property at any time, either temporarily or permanently, unless written approval for the same is given by the Board of Directors.

Section 18. No trailer, camper, boat or mobile home shall be placed on the property at any time, either temporarily or permanently. Conventional passenger automobiles shall be privileged to use the parking areas located and situate upon the project, and no more than two (2) designated parking spaces shall be assigned to the Owner of each unit and shall be reserved to the exclusive use of the Unit Owner. Motorcycles, motor bikes and motor scooters, if equipped with proper muffler, shall only be parked in the parking areas. No motorcycle, motor bike or motor scooter may be parked in any other portion of the Common Area or the Limited Common Area.

Section 19. No unit shall be used for any commercial or professional purpose, and no professional person shall maintain a public office in any unit; provided, however, that this restriction shall not prevent the use of any unit by a professional person for his own private office not connected with visits from patients, clients or members of the public.

Section 20. No plant, vase, vessel, windchime, light, lantern, bell, sign, grill, umbrella, parabolic, or any other object of any kind shall be placed on the surface of the railing on the front or back porch of the unit. Only a reasonable amount of furniture shall be allowed on the deck not to exceed the height of the railing according to town regulations.

Section 21. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of thirty years from the date of the execution of this document, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the Unit Owners owning at least 2/3 in common interest of the units affected by such covenants has been recorded agreeing to revise or amend or rescind said covenants in whole or in part.

Section 22. Each unit shall be for residential purposes only. No unit shall be divided or subdivided into a small unit nor shall any part thereof be sole or otherwise transferred except as set out herein. No Unit shall be used for transient tenants.

Section 23. The common areas shall be used only for the purposes for which they are intended.

Section 24. In the event of a violation or breach of any of these restrictions contained in this Article VIII or if any other restrictions or covenants of this Declaration by any property Owner or guests, invitees, or agents of such Owner, the Owners of units, or any of them, jointly or severally, shall have the right to proceed at law in equity to complete a compliance with the terms hereof or to prevent the violation or breach of in any event. In addition to the foregoing and in the event there shall have been any violation of these restrictions, Declarant shall have the right at any time until six (6) months from and after the date and time as of which all of the units shall have been sold by Declarant, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the offender Owner, if after ten (10) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior thereto or subsequent thereto, and shall not bar or affect its enforcement

ARTICLE IX: EASEMENTS

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

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephones, electricity and cable television to service the property subjected to this Declaration and any additions thereto. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone service to erect and maintain the necessary poles and other necessary equipment on said property, and to affix and maintain electrical telephone wires, cable television wires, circuits and conduits on, above, across and under the roofs and exterior walls of said townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this other utilities may be installed or relocated on said Property paragraph, no sewer lines, electrical lines, water lines, or except as initially planned and approved by the Declarant or thereafter approved by Declarant or the Homeowners Association's Board of Directors; further, provided, however, that any use of easements herein granted shall not be detrimental to any improvements located on the Properties. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 3: Underground Electrical Services. Underground single phase electric service shall be available to all residential townhouses on the aforesaid Units and to the recreation buildings to be constructed on the Common Area and the Recreational Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the services shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service of the townhouse structure.

ARTICLE X: GENERAL PROVISIONS

Section 1: Additional Phases. Anything contained in this Declaration to the contrary notwithstanding, it is the Declarant's intention that the development of Booker Creek Village includes not only the property previously described and the units and Common Areas therein included, but also that it may, in the future and in additional phases to be completed, include additional units to be located in other buildings. Declarant shall have the absolute right in its discretion to construct such additional units, and if any of such units are so constructed on the land contiguous to the land now covered by this Declaration (or contiguous by way of an easement), and if such additional units are substantially equivalent in unit value and construction to the units now covered under this Declaration, then, for the purpose of amending this Declaration and the Bylaws, each Owner (and such Owner's successors) of a unit under this Declaration (and the mortgagees of each Owner of a unit hereunder), shall be deemed to have consented to an amendment or amendments to this Declaration and the Bylaws for the purpose of including such additional units hereunder. Each Unit Owner (and such Owner's successors) does hereby and upon and by acceptance of a deed for a unit hereunder: (i) consent to the option by the Declarant to expand and to amend the Declaration as contemplated herein and agrees to execute such further papers and instruments, if any, as may be necessary from time to time to accomplish such amendments; (ii) consents to a redetermination of each Unit Owner's percentage interest in the common areas and facilities shown on Exhibit A attached hereto; and (iii) appoints the Declarant as attorney-in-fact to amend this Declaration and execute such further papers and instruments necessary to accomplish any amendments. The power of attorney granted herein is coupled with an interest and is irrevocable.

From time to time as additional common areas are added, each then Owner, and each person or entity thereafter becoming an Owner, and their successors in title, shall upon the addition of additional common areas, automatically be vested with his appropriate undivided percentage interest in such additional common areas. The conveyance of a unit shall carry this future interest whether or not specific reference is made thereto.

The additional property which may be, but is not required to be, added from which future phases may be, but are not required to be, constructed is not subject to this Declaration nor to any charge or encumbrance by reason of this Declaration, there being no such charge or encumbrance, express or implied, and may instead of being added, be conveyed, pledged, and transferred by the Declarant or by any owner of said additional property totally free of this Declaration.

As the Declaration is amended as permitted herein to include additional completed units or additional units under construction by the Declarant, an Owner's undivided percentage interest shall be deemed changed and reduced and the amount of such reduction shall revert to the Declarant so that appropriate undivided percentage interests in the common areas may be conveyed to those who become owners in subsequent phases.

Section 2: Enforcement. The Homeowners Association or any Owner shall have the right to enforce, by a 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 Homeowners Association or by an 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 3: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

Section 4: Reserve Funds. The Homeowners Association shall establish and maintain a reserve fund for replacement and maintenance of the common areas and facilities and the recreational area and facilities, respectively, by allocation and payment monthly to such reserve fund in such amounts as are established by the Board of Directors of the Homeowners Association.

Section 5: Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. Notices of Mortgages; Notices to Mortgagees. Any Owner who mortgages his Unit or any interest therein, shall notify the Homeowners Association in such manner as said Association may direct, or the name and address of his mortgagee and thereafter shall notify the Homeowners Association of the payment, cancellation or other alteration in the status of such mortgage. The Homeowners Association shall maintain such information in a book entitled "Mortgagees of Units," and upon written request to the Board, the holder of any duly recorded mortgage on any Unit or an interest therein shall be given a copy of any and all notices permitted or required to be given to the Owner and Owners whose Unit or interest therein is subject to such mortgage where a violation or breach hereof is alleged, which violation or breach is not cured within thirty (30) days.

Section 7. Easement for Construction Purposes. The Declarant shall have full rights of ingress and egress to and through, over and about the Common Areas during such period of time as the Declarant is engaged in any construction or improvement work on or within the Property and, shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction. No Owner, his guests or invitees shall in any way interfere or hamper Declarant, his employees, successors or assigns in connection with such construction.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the date and year first written above.

THE CRUMPTON FAMILY LIMITED PARTNERSHIP

by:

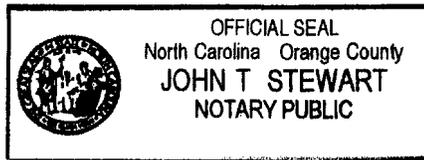
J. Slade Crumpton
J. Slade Crumpton, General Partner

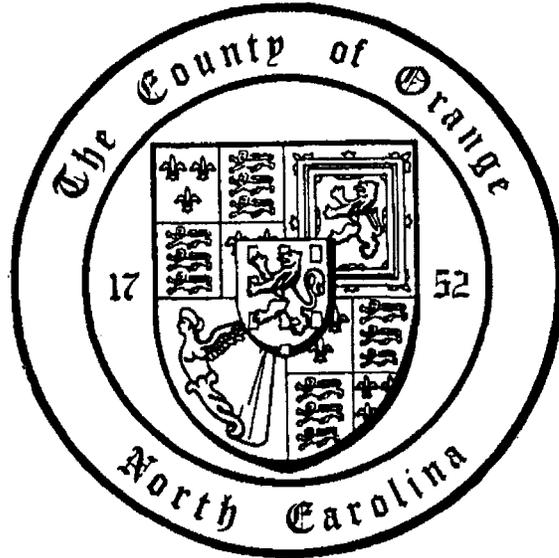
NORTH CAROLINA
COUNTY OF Orange

I, John T. Stewart, Notary Public for said County and State do hereby certify that J. Slade Crumpton, a ^{General} partner with The Crumpton Family Limited Partnership, did personally appear before me this day and acknowledged the due execution of the foregoing instrument on behalf and with the authority of said part.

Witness my hand and official seal this the 29 day of October, 2004.

John T. Stewart
Notary Public
My commission expires: 8-22-09





Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of JOHN T. STEWART, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day November 3, 2004.

Joyce H. Pearson, Register of Deeds

BY: *Linda Clayton*
Deputy / ~~Assistant~~ Register of Deeds