

NORTH CAROLINA  
ORANGE COUNTY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Bolinbrook Associates, a North Carolina Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the Town of Chapel Hill, North Carolina, which is more, particularly described as:

EXHIBIT "A" attached

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 shall run with, the 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 Village West Homeowners Association, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple

interest in 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.

*RETURN*  
*TO*  
MIDGETTE PAGE NIGGINS  
& RILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 628  
CHAPEL HILL, NORTH CAROLINA  
27514

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any plot or land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "Declarant" shall mean and refer to Bolinbrook Associates and its successors and assigns.

## 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 which shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; provided, however, that such admission or other fees to be charged for the use of the recreational facilities shall be approved by the affirmative vote of two-thirds (2/3) of all of the voting members in each class of members entitled to vote thereon;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the 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

Page 2

WIDGETT, PARE, HIGGINS  
& MILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 423  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1669

conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of all of the voting members in each class of members. [entitled to vote thereon, as a class]

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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.

SECTION 3. 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 the conveyance of the first lot, except easements necessary for the utilities, drainage and other common benefits including any type of communication cable or wiring.

SECTION 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats or trailers shall be parked within the right of way of any public and private streets in or adjacent to Village West Subdivision.

SECTION 5. TV Antennas. The Association may provide one or more central television antennas for the convenience of

Page 3

MIDGETT, PASE, HIGGINS  
& NILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 425  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1670

the members and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas on individual lots.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article XII, Section 4(b), below or
- (b) on May 1, 1980.

Section 2. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and according to the provisions of Article II, Section 1(b).

Page 4

MOGGETT, PAGE, HIGGINS  
& NILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 421  
CHAPEL HILL, NORTH CAROLINA  
27614

BOOK 251 PAGE 1671

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Obligation of Assessments. Each Owner of any Lot 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 Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property with interest, costs, and reasonable attorney's fees, and shall be the obligation of the person who is the Owner of such property. This obligation for delinquent assessments shall pass to the successors in title to any lot. The Declarant shall not pay any assessments (annual or special).

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred/Thirty-Three dollars (\$333.00) per Lot.

(a) From and after January 1, 1975, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, plus ten percent (10%) of such rise, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

Page 5

MIDGETTE PAGE, HIGGINS  
& HILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 428  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1672

(b) From and after January 1, 1975, the maximum annual assessment may be increased above that established by the Consumer Price Index (or such Index as may succeed the Consumer Price Index) formula by a vote of the members provided that any such change shall have received the consent of two-thirds (2/3) of all of the members in each class of members/ <sup>entitled to vote thereon as a class.</sup> Consent to any such action may be evidenced by written instrument signed by the members; by the record of the members voting in favor thereof at any meeting of members duly called and held in accordance with the provisions in this Section 3(b); or by a combination of written instrument and such record of a meeting of members. Written notice of any meeting of members at which an increase in assessment under either Section 3(b) or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, and such notice shall set forth the purpose of the meeting.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have received the consent of two-thirds (2/3) of all of the members in each class of members/ <sup>entitled to vote thereon as a class,</sup> evidenced in the manner set forth in Section 3(b) hereof.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast

sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of each Lot from the declarant. 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 Lot 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 shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the

sale or transfer or any Lot pursuant to 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 or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

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

##### EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint,

Page 8

BRIDGEMAN, PAGE, HIGGINS  
& RILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
FIRST OFFICE BUILDING 425  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1675

repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Maintenance and repairs under this Article VI rise from normal usage and weathering and do not include maintenance and repairs made necessary by fire or other casualty, damage, which is controlled by Article XI below.

#### ARTICLE VII

##### EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

All Lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as over-hanging eaves, gutters and downspouts and walls.

#### ARTICLE VIII

##### PARTY WALLS, ROOFS, FOUNDATIONS AND FOUNDATION WALLS

Section 1. General Rules of Law to Apply. Each wall, roof, foundation and foundation wall which is built as a part of the original construction of the homes upon the Properties and placed on or traverse to the dividing line between the Lots and all reconstruction or extensions of such structures shall con-

Page 9

KIDGETT, PAUL, HIGGINS  
A KILLS  
STONEMEN AND COUNSELLORS  
AT LAW  
POST OFFICE BLDG 121  
CAPE HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1676

stitute party walls, roofs, foundations and foundation walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of 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, roof, foundation, or foundation wall is destroyed or damaged by fire or other casualty, any Owner who has used the structure may restore it, and if the other Owners thereafter make use of the structure, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. The owner of any Lot may construct, reconstruct or extend a party wall, roof, foundation or<sup>2</sup> foundation wall in any direction (subject to and within the limitations of architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall, roof, foundation or foundation wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs With Land.  
The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his

property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article VIII, request of the adjoining property owner or property owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided however that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE IX  
INSURANCE

Section 1.

Insurance coverage on the property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the properties shall be purchased by the Homeowners Association for the benefit of all the Homeowners Association and the townhouse owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of townhouse owners. Townhouse owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(b) Coverage. All buildings and improvements upon the land and all personal property included in the common areas and facilities shall be insured in an amount equal to ninety percent (90%) insurable replacement value as determined annually by the Homeowners Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection

Page 11

HEDGECOCK, PAGE, HISSING  
& HILL  
ATTORNEYS AND COUNSELLORS  
AT LAW  
FIRST OFFICE BUILDING  
CHAPEL HILL, NORTH CAROLINA  
27614

BOOK 251 PAGE 1678

against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land.

(iii) Said policies shall contain clauses providing for waiver of subrogation. Public liability insurance shall be secured by the Homeowners Association in such amount and with such coverage as shall be deemed necessary by the Homeowners Association, including, but not limited to, an endorsement to cover liability of the townhouse owners as a group to a single townhouse owner. There shall also be obtained such other insurance coverage as the Homeowners Association shall determine from time to time to be desirable and necessary.

(c) Premiums. Premiums upon insurance policies purchased by the Homeowners Association shall be paid by the Homeowners Association and charged ratably to the townhouse owners as an assessment according to the provisions of Article IV above.

(d) Proceeds. All insurance policies purchased by the Homeowners Association shall be for the benefit of the Homeowners Association and the townhouse owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Homeowners Association as insurance trustees under this Declaration. The sole duty of the Homeowners Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein or stated in the by-laws and for the benefit of the townhouse owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to common areas and facilities held for the Homeowners Association.

(ii) Proceeds on account of damage to townhouse shall be held in undivided shares for the owners of damaged townhouses in proportion to the cost of repairing the damage suffered by each townhouse owner, which cost shall be determined by the

Page 12

INDGETTLE, PAGE, HIGGINS  
& BILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 621  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1679

Homeowners Association.

(iii) In the event a mortgagee endorsement has been issued to a townhouse, the share of the townhouse owner shall be held in trust for the mortgagee and the townhouse owner as their interest may appear.

Section 2.

Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Homeowners Association as insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost as provided by Repair or Reconstruction Article hereof. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners.

ARTICLE X

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model townhouses used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Page 13

ARTICLE XI

Damage and Destruction. Except as hereinafter provided, damage to or destruction of a building shall be promptly repaired and restored by the Homeowners Association using the proceeds of

WISSETT, PAGE, HARRIS  
& BILEY  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 628  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1680

insurance on the building for that purpose and owners of damaged townhouses shall be liable for assessment of any deficiency; provided, however, if a building be so damaged or destroyed by fire or other casualty that the same is untenable, the building shall be reconstructed.

Any reconstruction or repair shall be in accordance with the plans and specifications of the original building, and subject to the provisions of Article V above.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 Association or by 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided, however, that no amendment to this Declaration may be made which substantially diminishes or adversely affects the interest of the owner in the townhouse or Lot or as a member of the Association. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Deed Book 242, Page 39 and 40 of the land records of Orange

Page 14

MIDGETT, PAGE, MCGINIS  
& HILL  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 617  
CHAPEL HILL, NORTH CAROLINA  
27514

BOOK 251 PAGE 1681

County \_\_\_\_\_ may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of SEPTEMBER, 1974.

BOLINBROOK ASSOCIATES, a North Carolina Limited Partnership

BY: Robert L. Andersen  
Partner

NORTH CAROLINA  
ORANGE COUNTY

I, Donna B. Cutchin, a Notary Public, hereby certify that Robert L. Andersen, a partner of BOLINBROOK ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 19<sup>th</sup> day of September, 1974.

Donna B. Cutchin  
Notary Public  
PUBLIC  
ORANGE COUNTY, N. C.

My commission expires: MAY 14, 1978

STATE OF NORTH CAROLINA—ORANGE COUNTY

THE FOREGOING CERTIFICATE (s) OF Donna B. Cutchin

FILED

BOOK/FREE 251 PAGE # 1682

A NOTARY PUBLIC OF THE DESIGNATED GOVERNMENTAL UNITS IS CERTIFIED TO BE CORRECT

THIS THE 19th DAY OF September A.D. 1974

SEP 19 4 15 PM '74

BETTY JUNE HAYES, REGISTER OF DEEDS

Betty June Hayes  
REGISTER OF DEEDS

BETTY JUNE HAYES  
REGISTER OF DEEDS  
ORANGE COUNTY, N. C.

RETURN: \_\_\_\_\_

BOOK 251 PAGE 1682

EXHIBIT "A"

BEGINNING at an iron stake in the Southern margin of Frank G. and Margaret B. Umstead, and the Eastern margin of the proposed Village Drive and a Northern line of Bolinbrook Associates, a Limited Partnership, said stake being located South 22° 20' West 358.28 feet and North 87° 19' West from an iron stake in the Southern margin of Umstead Drive and the Northeast corner of Rock Springs Farm, Inc. and Frank G. Umstead and Wife, Margaret B. Umstead; running thence along and with other property of Bolinbrook Associates along the arc of a circle to the right with a radius of 274 feet, an arc distance of 149.77 feet, said circle having a chord of 147.28 feet and a bearing of South 23° 56' 26" West to an iron stake; running thence South 70° 51' West 112.00 feet to an iron stake; running thence along the arc of a circle to the left with a radius of 150 feet, an arc distance of 65.66 feet, said circle having a chord of 147.91 feet and a bearing of South 55° 11' 26" West to an iron stake; running thence South 45° 46' West 183.5 feet to an iron stake; running thence along the arc of a circle to the left with a radius of 150 feet, an arc distance of 37.48 feet, said circle having a chord of 65.14 feet and a bearing of South 58° 18' 30" West; running thence South 2° 46' West 28.75 feet to an iron stake; running thence North 87° 14' West 406.53 feet to an iron stake; running thence North 35° 10' West 115 feet to an iron stake, a corner with other property of Bolinbrook Associates; running thence with the Eastern margin of other property of Bolinbrook Associates, North 27° 35' East 292 feet to an iron stake; thence North 5° 00' East 255 feet to an iron stake; thence North 17° 45' East 161 feet to an iron stake in the Southern margin of Frank G. and Margaret B. Umstead; running thence with the said margin of Frank G. and Margaret B. Umstead, South 70° 00' East 673.18 feet to an iron stake; thence South 35° 11' West 250 feet to an iron stake; thence South 87° 19' East 223.03 feet to the point and place of BEGINNING, and being Phase I, of Bolinbrook Associates, 9.53 acres, according to survey of Engineering Surveys, Inc., dated the 3 day of SEPTEMBER 1974, excepting however the property lying within the bounds of Village Drive, which has been dedicated by Plat Book 23, at Page 113, Orange County Registry.

MICHELLE PAGE, HIGGINS  
& HILES  
ATTORNEYS AND COUNSELLORS  
AT LAW  
POST OFFICE BOX 421  
RAPEL HILL, NORTH CAROLINA  
27111

BOOK 251 PAGE 1683