

**Amended and Restated  
Declaration of Covenants, Conditions and Restrictions  
of  
East Campus/Trinity Heights Homesites**

THIS AMENDED AND RESTATED DECLARATION is made effective the 14 day of August, 2001, by Duke University ("Declarant").

A. Declarant filed a Declaration of Covenants, Conditions and Restrictions of East Campus/Trinity Heights Homesites on November 22, 2000 in Book 2951 at Page 863 of the Durham County Registry (the "Declaration").

B. Under Article XIV of the Declaration the Declarant reserved the right to amend the Declaration by instrument acknowledged and recorded in the Office of the Register of Deeds of Durham County.

C. Declarant now wishes to amend the Declaration to add Exhibit "A" and to correct a clerical error in Article XV, paragraph 2.

**NOW, THEREFORE**, Declarant hereby amends and restates the Declaration as follows:

**RECITALS**

A. Declarant is the Owner of real property located in the City of Durham, Durham County, North Carolina, described in Exhibit "A" (the "Property").

B. Declarant intends to develop and/or market the property for the principle benefit and convenience of the Members of the Faculty and Staff of Duke University. The principle objective is to strengthen the educational program at Duke University by fostering an academic community near the campus, creating affordable for-sale housing for members of the University's faculty and staff, and assisting in the recruitment and retention of faculty and staff.

**NOW, THEREFORE**, Declarant hereby declares that the property shall be held, sold and conveyed subject to the following Declaration as to conditions and uses to which the property may be put, hereby specifying that the Declaration shall operate for the mutual benefit of all Owners of the Property and shall constitute covenants to run with the land, and shall be binding on and for the benefit of the Property and each lot thereof, the Declarant, its successors and assigns, and all subsequent owners of all or any part of the property, together with their grantees, successors, heirs and assigns.

**ARTICLE I - DEFINITIONS**

The following definitions apply in construing the provisions of this Declaration:

1. **ARCHITECTURAL REVIEW BOARD** or **ARB** means the Architectural Review Committee established pursuant to Article IX, Section 2, of these Covenants, Conditions and Restrictions.

2. **ARTICLES** means the Articles of Incorporation of the Association as the same may be duly amended from time to time.

3. **ASSOCIATION** means East Campus/Trinity Heights New Home Sites Maintenance Association, Inc., a North Carolina nonprofit association, its successors and assigns.

4. **BOARD** or **BOARD OF DIRECTORS** may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time be constituted.

5. **BYLAWS** means the Association's Bylaws and any amendments thereto.
6. **COMMON AREA** means the real property within the Project dedicated by the Declarant and transferred to the Association for the common use and enjoyment of the Owners. The Common Areas consist of those areas designated as such on the plat or plats of the Property as recorded by Declarant.
7. **DECLARANT** means Duke University, its successors and assigns.
8. **DECLARATION** means this Declaration of Covenants, Conditions and Restrictions, together with any amendments, supplements or modifications hereto.
9. **DEED OF TRUST** shall mean any security device encumbering all or a portion of the Property or any residential lot. The term "mortgage" shall be synonymous with the term "deed of trust."
10. **MEMBER** means every person or entity who holds a membership in the Association.
11. **MORTGAGEE** means a person or entity to whom a deed of trust is made or who otherwise is the holder of a deed of trust.
12. **MULTIPLE FAMILY TRACT** means any parcel located within the property intended for development of attached residential units including townhouses, condominiums and apartments as defined and controlled by applicable zoning.
13. **OWNER** means the Owner, whether one or more persons, of a residential lot or multi-family unit, but excluding those having merely a security interest. Owner shall also include the Declarant.
14. **PERSON** means a natural person, corporation, estate, trust, partnership, association or other legal or commercial entity.
15. **PROPERTY** means the real estate described on Exhibit "A", including all residential lots.
16. **RESIDENCE** means a residential structure or structures, including enclosed yards and garages or other appurtenant structures located on a residential lot or a multi-family unit.
17. **RESIDENTIAL LOT** means any parcel located within the property and intended as a site for a single family detached dwelling.
18. **RULES AND REGULATIONS** means (i) those rules and regulations adopted by the Association or its Board, including any amendments or additions thereto, and (ii) the Property Use and Maintenance Regulations promulgated by the Declarant pursuant to the Residential Lot Leases.
19. **SINGLE FAMILY** means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not so related, together with his, her or their domestic servants, maintaining a common household.

## ARTICLE II - COMMON AREA

The Declarant shall, prior to Declarant's transfer of title to the first Residential Lot, transfer title of the Common Area (exclusive of the Common Area for the multiple family tract) to the Association. The Declarant shall, prior to Declarant's transfer of title in the first multi-family unit, transfer title of the Common Area to the multi-family tract. Each Owner shall have a right and easement of enjoyment in and to the Common Area which will be appurtenant and pass with each transfer, whether voluntary or involuntary of title to the Residence. However, such right and easement of enjoyment shall be subject to the provisions of this Declaration, including the rights of the Association and Declarant to exercise all powers and perform all duties set forth in this Declaration, the Articles and the Bylaws. No owner may separate such right and easement of enjoyment from the leasehold interest to his or her

Residential Lot or multi-family unit, although an Owner may delegate his or her right of enjoyment of the Common Area to the members of Owner's family and to such tenants as are authorized in this Declaration.

### ARTICLE III - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. **MEMBERSHIP.** An Owner shall automatically upon becoming the record Owner of a Residence, be a Member of the Association and shall remain a Member until his or her ownership ceases for any reason at which time his or her Membership shall automatically cease. Such Membership shall be appurtenant to and pass with the ownership of such Residence. The Membership shall not be transferred, pledged or alienated in any way, except upon and with the transfer of such Residence. Any transfer of a Membership prohibited by this section shall be void and shall not be reflected upon the Association's books and records.

2. **VOTING POWER OF ASSOCIATION.** The Association shall have a single class of voting membership. Members shall be all Owners and shall be entitled to one vote for each Residence owned. If more than one person holds an interest in any Residence, all such persons shall be Members. The vote for such Residence shall be exercised as the Members among themselves determine, but in no event shall more than one vote be cast with respect to any Residence.

3. **JOINT OWNER DISPUTES.** The vote attributable to each Residence may not be cast on a fractional basis. If a Residence has more than one Owner and the Owners are unable to agree as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote attributable to a Residence, it will thereafter be conclusively presumed that the vote was cast with the authority and consent of all other Owners of the same Residence. If more than one vote attributable to a Residence is cast, none of such votes shall be counted, and all of such votes shall be deemed void.

4. **CUMULATIVE VOTING.** The election of directors to the Board shall be by cumulative voting as described herein, provided any one Owner has placed a candidate's name in nomination prior to the voting and given notice at the meeting prior to the voting of the Owners' intention to cumulate votes. If the required number of Owners have given such notice, then all Owners have the right to cumulate their votes for candidates in nomination. Under cumulative voting, each Owner, either in person or by proxy, may give a single candidate the number of votes equal to the number of Director to be elected multiplied by the number of votes the Owner is entitled to exercise under this Declaration, or the Owner may distribute such cumulated votes among any two or more candidates as the Owner desires. The candidates receiving the highest number of votes up to the number of Board Members to be elected shall be elected; provided, however, that one member of the Board shall be elected solely by the vote of the Owners other than the Declarant.

5. **REMOVAL OF DIRECTORS.** The entire Board or any individual Director may be removed from office in the manner provided in the Bylaws; provided, however, that unless the entire Board is removed, an individual Director shall not be removed prior to expiration of his or her term if the votes against his or her removal would have been sufficient to elect that Director if cast cumulatively at an election at which the same total number of votes were cast and all Directors authorized at the time of the most recent election of that Director were being elected.

6. **DECLARANT'S CONTROL.** Notwithstanding any provision of this Declaration to the contrary, the Declarant shall appoint all of the Members of the Board of Directors of the Association and all replacements thereof until the last residential lot and/or multiple family residential unit has been sold by Declarant. Thereafter, Declarant may, but shall not be obligated to, appoint a majority of the Members of the Board of Directors.

### ARTICLE IV - POWERS, RIGHTS, AND DUTIES OF THE MEMBERS

1. **ASSOCIATION POWERS.** The Association shall have the power, right and duty, in addition to those provided elsewhere in this Declaration, the Articles of Incorporation and the Bylaws to:

(a) Enforce, by any proceeding at law or in equity, and comply with the provisions of this Declaration;

(b) Pay taxes, special assessments, and other liabilities which are or would become a lien on the Common Area, or any portion thereof;

(c) Levy assessments and perfect and enforce liens as hereinafter provided;

(d) Borrow funds to pay the costs of operation, secured by assignment or pledge of rights against delinquent Owners; provided, however, that the vote of the majority of the Members and the consent of the Declarant shall be required to borrow in excess of \$5000; and

(e) Make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time.

Whenever this Declaration or the Bylaws require the approval, consent or action of the Association, said approval, consent or action shall be that of the Board unless otherwise provided by this Declaration or the Bylaws. The prevailing party in any legal action brought by the Association shall be entitled to recover costs and reasonable attorneys's fees. Failure by the Association to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter.

2. **MEMBERS' POWERS.** Any aggrieved Owner may enforce, by any proceeding at law or in equity against any other Owner or Owners or the Association, compliance with this Declaration.

## ARTICLE V - ASSESSMENTS AND LIENS

1. **CREATION OF OBLIGATION AND LIEN.** Except as otherwise provided in Article V, Section 4, Declarant, for each Residential Lot or multi-family unit owned by it, and each other Owner, shall covenant and shall have the personal obligation to pay all assessments, charges and all monetary sums which are duly levied against his, her or its Residence by the Association and become due while he, she or it is the Owner of such Residence. Such assessments, charges and other sums are also hereby established as charges upon the Residence to which they relate and shall be a lien thereon which may be enforced by non-judicial proceedings under a power of sale or by any other means authorized by law.

2. **PURPOSE OF ASSESSMENT.** The assessments levied by the Association shall be used for the improvement, maintenance and operation of the common properties (including the replacement of telecommunication equipment and wiring necessary for internet connections) and to provide services which the Association is authorized to provide.

3. **ASSESSMENTS.** Except as otherwise provided in Article V, Section 4, each Owner, including Declarant, shall be subject to the following assessments in amounts to be determined by the Board.

(a) *Regular monthly assessments for Residential Lots and multi-family units in amounts determined by Declarant and for the Association from time to time. Such assessments shall be amortized and collected on a monthly basis and shall commence as to all Residences, including Declarant's unsold Residences, as of the first of the month following the close of escrow from the sale of the first Residence in the Project.*

(b) Adequate reserves for replacement whether by capital contribution or otherwise, which reserves shall be amortized and collected monthly on the same basis as for regular assessments.

(c) Special assessments for capital expenditures or other purposes, all on the same basis as for regular assessments.

(d) Charges, payments, fines, penalties and such other sums as may or shall become payable under this Declaration or the Bylaws.

The provisions of this Article V shall not limit the right of the Board to levy and collect the sums specified herein as special assessments against an Owner as a remedy to reimburse the Association for (i) unpaid utility

charges payable by an Owner to the Association or (ii) the costs incurred in bringing the Owner in compliance with this Declaration or the Bylaws; provided, however, that any fines or penalties imposed as a disciplinary measure may not be enforced by exercising lien rights in accordance with Article V, Sections 6 and 7 hereof.

**4. DECLARANT'S ASSESSMENT.** Notwithstanding any other provision of this Declaration or the Bylaws which may be or appear to be contrary, Declarant shall be temporarily exempted with respect to Residential Lots or multi-family units which do not include a structural improvement for human occupancy until a certificate of compliance has been issued, from the payment of regular and special assessments assessed against Residences.

**5. PAYMENT.** Unless the Board shall otherwise determine, the Association's fiscal year shall be the calendar year, and the regular assessment period shall be for the twelve (12) months of each fiscal year beginning January 1 and ending on December 31 of the same year, provided that if the month of the commencement of the initial assessment shall be a month other than January, the assessment period for the first fractional year shall be deemed to end on December 31. The payment shall be due in advance on the first day of each succeeding month. Each Owner shall pay all assessments levied on his or her Residence to the Association on or before the due date. If an assessment is not paid when due, the Association may assess the Owner for late charges, interest and collection and lien enforcement costs (including reasonable attorneys' fees). If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate not to exceed 12% per annum. No Owner may exempt himself or herself from liability for his or her share of assessment by waiving the use or enjoyment of the Common Area or by abandoning his or her Residence.

**6. LIEN.** Each assessment, (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within 30 days of the due date, become a lien upon the Residence and shall continue to be such a lien until fully paid.

Any such lien shall not defeat or render invalid the lien of any first Mortgage or first Deed of Trust affecting any Residence made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such lien, and any such lien shall be subordinate and subject to the lien of any such prior recorded first mortgage or first Deed of Trust. Any person who acquires title to a Residence by or through a trustee sale or foreclosure of a first Mortgage or a first Deed of trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such Trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

**7. FORECLOSURE.** The Association is hereby vested with the right and power to bring, at its option, any and all actions against an Owner for the collection of assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations of liens, including, without limitation, the right to bring a personal action against the Owner of such debt. All rights and remedies granted to the Association hereunder shall be cumulative, and the exercise of one or more right or remedy shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessments and/or enforcement of said lien.

**8. SUSPENSION.** During any period in which an Owner shall be in default in the payment of any assessment levied by Association, the voting rights and right to use the recreational facilities, if any, of such Owner may be suspended by the Board until such assessment has been paid in the manner provided in the Bylaws. Such rights of an Owner may also be suspended for a period not to exceed 30 days for a single infraction of any Rule or Regulation. Such suspension shall not take effect unless the Owner is notified in writing of the suspension and the reasons therefore, at least 15 days prior to the effective date of the suspension, and the Owner shall be given the opportunity to submit to the Board his or her oral or written response to the voting not less than five (5) days prior to the effective date of the proposed suspension, and at such hearing, the Owner may appear and contest the matters resulting in the notice of suspension. Notice shall be given as provided in the Bylaws.

**9. EXCESS ASSESSMENTS.** The Association shall be organized and operated in a manner consistent with minimization of federal and state income taxation.

## ARTICLE VI - INSURANCE

The Association, for the benefit of the multi-family units, the Common Area and/or the Owners shall acquire the following insurance policies from reputable insurance companies authorized to do business in North Carolina.

1. **PUBLIC LIABILITY.** A policy insuring the Association and its officers, the Board and the Owners, against any liability to the public or to the Owners, their guests, invitees, or tenants, incident to the ownership or use of the Project, with a combined single limit of One Million Dollars (\$1,000,000). The Declarant shall be named as an additional insured with respect to such insurance.

2. **PROPERTY DAMAGE.** A master or blanket policy or policies of insurance for the full, insurable, replacement value of all of the multi-family units and all improvements located on the Common Area, such insurance to name as an insured the Association, the Owners, Declarant (so long as Declarant is an Owner) and all Mortgagees as their interest may appear. Such policy or policies shall:

(a) Provide coverage against the perils of fire, extended coverage, vandalism and malicious mischief, as minimum requirements;

(b) Provide for a separate loss payable endorsement in favor of each Mortgagee of each Residence as its interest may appear;

(c) Provide for thirty days prior written notice to each such Mortgagee of cancellation or reduction in type or amount of coverage;

(d) To the extent available and economically feasible, contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or contingent liability from operation of building loss endorsement or their equivalent, and a determinable cash adjustment clause or similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild; and

(e) Be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by an Owner.

3. **DIRECTORS AND OFFICERS.** To the extent that insurance is available, insurance on behalf of any director, officer or agent of the Association (collectively "the agents") against any liability asserted against or incurred by an agent in such capacity or arising out of the agent's status as such regardless of whether the Association would have the power to indemnify the agent against liability under applicable law.

4. **AUTHORITY OF THE BOARD.** Each Owner, and each other person named or covered as an insured in connection with any of the policies purchased by the Board hereby irrevocably appoints the Board as his or her attorney-in-fact and delegates to the Board sole and exclusive authority to negotiate and agree on the extent and value of any loss with the appropriate insurance carriers. Any execution of a loss claim form and release form in connection with the settlement of a claim shall be binding on all of the Owners, and upon any other person named as an insured or any such policy of policies only upon the execution thereof by a majority of the members of the Board.

5. **REVIEW OF COVERAGE.** The Board shall review insurance coverage for the Association not less frequently than every three (3) years.

## ARTICLE VII - MAINTENANCE AND REPAIRS

1. **GENERAL.** Notwithstanding the existence of any insurance covering an Owner, the Association or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for

maintenance, repair and restoration as set forth in this Article.

**2. MAINTENANCE OF COMMON AREA.** The Association shall maintain the Common Area including all improvements, roads, pathways, facilities, landscaping and planting thereon in good condition and repair. In addition, the Association shall maintain and upgrade all telecommunication equipment installed by Declarant on the property.

**3. MAINTENANCE OF EXTERIORS OF MULTI-FAMILY UNITS.** The Association shall maintain the exterior of all Multi-Family Units (including doors and windows and frames thereof) in good condition and repair, including roofs, gutters, downspouts, exterior building surfaces, fences and gates, sidewalks, paving, trees, landscaping, planting and all other exterior improvements. The standard of landscaping and exterior structural maintenance shall be determined by the ARB.

**4. OWNER MAINTENANCE.** Except as provided in Article VII, Section 3 with respect to Association maintenance, each Owner shall maintain in good, workable, attractive condition and repair, at Owner's cost and expense, the structures comprising his or her Residence including the equipment and fixtures in the Residence, its walls, attics, crawl spaces, ceilings, interior windows and doors of his or her Residence (including, without limitation, heating equipment, air conditioning equipment, water heaters, utility outlets and garage) and any patios or yards on his or her Residential Lot which are enclosed by a fence or wall and sold as part of the Residence at the time of the first sale of a Residence by Declaration (including all landscaping, and planting, if any, within such patios or yards). However, each Owner has complete discretion as to the choice of furniture, furnishings and interior decorating, except that windows can be covered only by drapes, shutters, shades or blinds and cannot be painted or covered by foil, cardboard, or similar materials. Each Owner shall also maintain, repair, and replace as needed all plumbing, electrical, heating, air conditioning, and gas lines, conduits, apparatus and equipment within his or her Residence and shall repair, replace and clean the windows and glass of his or her Residence. If an Owner is required to make any repair or if the Owner desires to construct an improvement or install any fixture of equipment that will significantly alter or affect any bearing wall or structural member of a Residence, the prior written consent of the ARB must be first obtained.

**5. COST OF MAINTENANCE.** The cost of the exterior maintenance for which the Association is responsible under this Article shall be assessed in accordance with Article V, provided, however, that the cost of any maintenance, repair or replacement of the Common Area, Residences or Residential Lots which is not covered by insurance and which results from the negligence or willful act of an Owner, an Owner's family or guest or the occupant of an Owner's Residence shall be an assessment, lien and obligation of such Owner and shall be due and payable in all respects as provided in Article V.

## **ARTICLE VIII - PARTY WALLS**

The rights and duties of the Owners with respect to party walls shall be as follows:

**1. GENERAL.** Each wall which is constructed as part of a Multi-Family Unit any part of which is placed on the dividing line between Units shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and shall assume the benefits of this Declaration, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall apply thereto.

**2. DAMAGE BY ONE OWNER.** In the event that any such party wall is damaged or destroyed through the act of one adjoining Owner or any agent, guest, family or tenant of Owner, or by a member of Owner's family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of the aforementioned Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed without cost to the second Owner.

**3. DAMAGE BY OTHER CAUSE.** If any such party wall is damaged or destroyed by a cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining Owners, his agents, guests, family or tenant, both of such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly existed, at their joint expense.

4. **ALTERATIONS.** In addition to meeting the other requirements of this Declaration and of any building code or similar regulation or ordinance, any Owner proposing to modify, make additions to or rebuild his Residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner and the ARB.

5. **DISPUTE.** In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to binding arbitration by the Declarant's Executive Vice-President or his designated representative.

6. **DEFAULT IN PAYMENT.** Upon failure of any Owner required hereby to pay for the rebuilding or repair of a party wall for a period of 60 days, the Association may pay the cost thereof and assess such cost to the responsible party, which assessment shall be due and payable and become an assessment obligation of such Owner and a lien in all respects as provided in Article V.

#### **ARTICLE IX - ARCHITECTURAL CONTROL**

1. **ARCHITECTURAL RESTRICTIONS.** No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, nor shall any improvement be demolished or removed, nor shall changes in, removal of or additions of fences, hedges, patio covers, landscaping, garages, exterior paint or decor, or other items visible from outside of the Structure on which it is to be built or made be commenced, applied, constructed, erected, or maintained by any person other than the Declarant until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the same shall have been submitted to and approved in writing as to the harmony of exterior design, location and relation to surrounding structures and topography by the ARB, constituted as set forth in Section 2, below. If the ARB fails to approve or disapprove such design and location within forty-five (45) days after all of said plans and specifications requested by the ARB have been submitted to it, such approval will not be required, and the Owner proposing such items shall be deemed to have fully complied with this paragraph. The standards and procedures pursuant to which the ARB shall operate may be set forth by Declarant in the Rules and Regulations issued as an exhibit to the Residential Lot Lease.

2. **ARCHITECTURAL REVIEW BOARD.** There shall be an Architectural Review Board consisting of either three (3) or five (5) individuals to carry out the functions set forth in this Declaration for that body. Declarant shall appoint all of the original members of the ARB and all replacements thereof until the last residential lot and/or multiple family residential unit has been sold by Declarant. Thereafter, Declarant may but shall not be obligated to appoint a majority of the members of the ARB. The Board of Directors shall have the power to appoint any remaining authorized members of the ARB. Any member of the ARB appointed by the Board of Directors shall be a member of the Association. Members appointed by the Declarant need not be members of the Association. All Members of the ARB shall be appointed or elected for terms of two (2) years, and those appointed by Declarant may be removed by Declarant at any time, for any reason or no reason. An ARB member appointed by the Board of Directors may be removed only for cause. ARB members may be appointed to serve successive terms.

3. **NO WAIVER.** The approval of the ARB of any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval of the ARB or the Board under this Declaration shall not be deemed to be or constitute a waiver of any right to withhold approval as to any similar plan, specification or matter whenever submitted for approval. In addition, the ARB's failure to act shall not be deemed to be or constitute a waiver of any right to review any subsequent building plans with the purview of the ARB.

4. **DISCLAIMER OF LIABILITY.** Neither the Board, the ARB, nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of plans or specifications, whether or not defective.

(b) The construction or performance of any work, whether or not pursuant to approved plans or specifications.

(c) The development or manner of development of any property within the Property; provided, however, that such member has acted in good faith.

5. **FINAL ACTION.** Any action taken by the ARB shall be final, subject only to a rehearing which may be granted by the ARB.

6. **VARIANCES.** Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the ARB may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of the ARB on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Project. Such variances shall not waive the right of the ARB to require strict adherence to this Declaration in all other circumstances.

## ARTICLE X - USE RESTRICTIONS

1. **BUSINESS USAGE PROHIBITED.** No residence shall be used except for residential purposes. No part of the Project or any Residence shall ever be used or allowed, authorized or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, or other nonresidential purpose, except for professional or academic endeavors not requiring the continuing presence of any employee or business invitee and except that Declarant, its successors or assigns, may use the Residences owned by it as models, for display and sales offices during the construction and sales period of the Project.

2. **BILLBOARDS.** Except for signs approved by the ARB for the benefit of the Project and temporary signs approved by the Board of Directors, no signs of any kind shall be displayed in public view on or about the exterior of any Residence, except signs not larger than is reasonable and customary in the area advertising such Residence for sale.

3. **CHILDREN.** Each Owner shall be accountable to the remaining Owners, their families, visitors, guests and invitees for the conduct and behavior of his or her children and any other children residing in or visiting his or her Residence.

4. **PETS.** No Owner shall maintain or keep more than two usual and ordinary pets (exclusive of tropical fish but including caged birds). Such pets shall not be allowed in the Common Area except as permitted by the Rules and Regulations adopted by the Board, and, in particular, no dog shall be allowed in the Common Area without a leash. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, servants, tenants and invitees for any damage to person or property caused by any pet brought into or kept upon or in the Project by an Owner or members of his family, guests, invitees or tenants. Except as provided in this Section 4, no animals of any kind shall be brought within the Project or kept in or on any Residence. The Association may prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner.

5. **OFFENSIVE ACTIVITIES.** No Owner shall permit or suffer anything to be done or kept upon or in his or her Residence or in the Common Area which will increase the rate of insurance thereof or will obstruct or interfere with the rights of other Owners, their families, guests and invitees, nor annoy them by unreasonable noises, vibrations, bright or flashing lights or otherwise, nor shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Residence nor will he or she commit or permit any nuisance, noxious, illegal or offensive activity to be permitted thereon or therein.

6. **OWNER NEGLIGENCE.** Each Owner shall be liable to the Association for any damage to the Common Areas or any equipment thereof which may be sustained by reason of the negligence or intentional acts or omissions of any said Owner, his family, guests or invitees, to the extent that any such damage shall not be covered by insurance.

7. **RUBBISH.** Unless the Association has done so each Owner shall arrange for regular removal of rubbish, trash and garbage from his or her Residence and shall insure that all refuse containers, woodpiles, storage areas, machinery and equipment shall be obscured from view of adjoining Residences and streets by a fence or appropriate screen approved by the ARB.

8. **PROHIBITED RESTRICTIONS.** No Owner shall execute or file for record any instrument which imposes restrictions upon the sale, leasing or occupancy of his or her Residence on the basis of race, color, religion, sex, sexual orientation, age, marital status, or national origin.

9. **STORAGE.** No Owner shall park or store machinery, equipment, baby carriages, playpens, bicycles, wagons, benches or chairs on any part of the Common Area, except that such personal property may be stored in storage areas, if any, that may be designated by the Association for that purpose. Sun decks and other recreational areas may be used for their customary purposes.

10. **ANTENNA AND CLOTHESLINE.** No television or radio poles, antenna (except as otherwise allowed by applicable FCC regulation), satellite transmission or reception equipment, flagpoles, clotheslines or external fixtures other than those originally installed by Declarant or approved by the ARB, and any replacements thereof, shall be constructed, erected or maintained on or within the Project or any structures on it. No wiring, insulation, air conditioning or other machinery or equipment other than that originally installed by Declarant or approved by the ARB, and any replacements thereto shall be constructed, erected or maintained on or within the property of any structures on it. Each Owner shall have the right to maintain television or radio antenna within completely enclosed portions of his or her Residence. The location of common antenna or connection facilities for cable television shall be solely as designated by the ARB.

11. **USE OF VEHICLES.** No truck, boat, trailer, van, camper, recreational vehicle or tent shall be used as a living area while located in the Project. No truck, trailer, van or recreational vehicle may be stored, other than within a garage or a Residence, within the Project by an Owner unless it is that Owner's principal means of transportation. However, trailers or temporary structures for use during the initial construction of the Project or the initial sale of Residences may be maintained within the Project provided such trailers or structures shall be promptly removed on completion of all initial construction and sales. No vehicle repairs other than oil changes, minor tune-ups, or simple repairs that can be completed within two hours shall be commenced upon any driveway, parking area, or other visible place. No waste fluids, parts, or other materials shall be dumped, in any drain, or on any part of the Project. No vehicle that is not in good working condition shall be permitted to remain on any part of the Common Area, parking areas, or driveways.

12. **PERSONAL BUSINESS RECORDS PERMITTED.** No restriction contained in this Article shall be construed in such a manner as to prohibit any Owner from the use of a Residence to (a) maintain his or her personal, professional library; (b) keep his or her personal business records or accounts; or (c) handle his or her personal or professional telephone calls or correspondence. Such use are expressly declared to be customarily incident to the residential use of the Project and not in violation of any provision of this Article.

13. **RESTRICTIONS APPLICABLE TO GUESTS, ETC.** The use of any Residence or of the Common Area or any portion thereof by any guest, invitee or tenant of any Owner shall be subject to all of the provisions of this Declaration, including, without limitation all of the use restrictions imposed under this Article, the Bylaws and the Rules and Regulations of the Association, and the Association may proceed directly against such guest, invitee or tenant in the enforcement of the provisions of this Declaration, the Association Bylaws or the Association's Rules and Regulations.

14. **FENCES AND SCREENS.** No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project, and their replacements or as are authorized and approved by the ARB.

15. **DISEASED PLANTS.** No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained within the Project.

16. **COMMON AREA TREES.** No Owner shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any tree, plant or other vegetation located in any portion of the Common Area without the prior written consent of the Board. The Association may recover from any Owner violating this Section the cost of restoring or replacing any such vegetation.

17. **EXTERIOR ALTERATIONS.** No Owner shall make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated upon his or her Residential Lot without the prior written consent of the ARB. Any structural, plumbing or electrical modification, alternation or addition to or of a Residence shall (a) conform to the standards for construction contained in the North Carolina Administrative Code, as amended from time to time, and (b) be approved, in advance, by the ARB.

18. **OWNER MAINTENANCE.** Except as provided in Article VII, Section 3 with respect to Association maintenance and Article VIII, Section 3 with respect to party wall repairs, each Owner of a Residence shall use and maintain his or her Residence in conformance with Article VII, Section 4 hereof.

19. **OBLIGATION FOR TAXES.** To the extent allowed by law, all Residences, including the associated pro rata, undivided interests in the Common Area and the memberships of the Owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges that may become liens prior to first Mortgages under local law shall relate only to the individual Residence and not the Project as a whole. Each Owner shall be obliged to pay any taxes or assessments assessed by the County Assessor of the County against his or her Residence and against his or her personal property provided, however, that the Declarant shall not be obligated hereunder to pay any tax as to which it would otherwise be exempt. Until such time as real property taxes have been segregated by the County Assessor of the County, they shall be paid by the Owners.

20. **REMEDIES.** The failure of any Owner to comply with any provision of this Declaration, the Articles, the Bylaws, or the Association's Rules and Regulations, shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages for injunctive relief or both.

#### **ARTICLE XI - SPECIAL RESTRICTIONS UPON POSSESSION, OCCUPANCY AND USE OF RESIDENCES**

1. **QUALIFIED USE.** A principal purpose of this Declaration is to create a residential community supportive of and consistent with the educational and housing needs of the Declarant. Consequently no person shall possess, occupy or use any Residence unless such person is a "Qualified Person" or a "Conditionally Qualified Person" as defined in this Article XI. Further, a Qualified Person or Conditionally Qualified Person must possess, occupy or use a Residence as his or her primary Residence, except for the limited right to lease as more specifically set forth in Article XII(5.) of this Declaration.

2. **QUALIFIED PERSON.** A "Qualified Person" is a person determined to be eligible in accordance with criteria to be developed by Duke University. That policy is intended and dedicated to further the educational purposes of Duke University by enhancing the quality of education through attention and recruitment of faculty members and staff. Therefore, Duke University, may, in its sole discretion, from time to time designate as Qualified Persons, those employees of Declarant who are an integral part of the Duke University Community, and with respect to whom Duke University shall have determined that providing adequate housing is a priority. Without limiting the generality of the foregoing, among those persons who shall be eligible for designation as Qualified Persons shall be the following:

- (a) Professor, Associate Professor or Assistant Professor in tenure tract position;
- (b) Professor, Associate Professor, Assistant Professor, Lecturer, Research Associate or comparable non-tenure tract position; and
- (c) Full time staff (monthly or bi-weekly).

Following designation as a Qualified Person, a person shall continue to be a Qualified Person until his or her employment by Declarant terminates, at which time he or she will no longer be a Qualified Person. Provided, however, that no Owner who is a Qualified Person shall lose his or her status as a Qualified Person because of a voluntary termination of employment as a result of disability or retirement. For the purpose of this Section, "retirement" shall mean voluntary termination of employment at a time when a person shall be eligible to receive retirement benefits from Duke University.

**3. CONDITIONALLY QUALIFIED PERSONS.** The following persons shall be considered to be Qualified Persons only upon the conditions and for the periods of time specified in this subparagraph.

(a) Any Qualified Person/Owner shall continue to be qualified until the expiration of a period equalling one (1) year for each five (5) years employed by Duke University, following the date on which such person shall cease to have been a Qualified Person as defined in Section 2 above, but in no event less than a period of one (1) year;

(b) A Qualified Person/Owner's spouse who shall possess, occupy and use a residence as of the date of death such Qualified Person/Owner shall continue to be a Qualified Person for so long as he/she continues to possess, occupy and use a residence, or until the expiration of one (1) year following the date on which he or she ceases to possess, occupy and use a residence;

(c) An heir (other than a spouse) of a Qualified Person/Owner who shall acquire ownership of a residence shall be a Qualified Person for one (1) year from the date such heir shall acquire record ownership of such residence;

(d) A Qualified Person/Owner's spouse who acquires sole right of occupancy other residents pursuant to any marital settlement, proceeding or decree shall be a Qualified Person for the period he/she possesses, occupies and uses a residence, and for a period of one (1) year, after he or she ceases to possess, occupy and use the residence;

(e) A co-owner of a fifty percent (50%) or less undivided interest in a residence who resides in such residence with and during the lifetime of a Qualified Person/Owner shall be a Qualified Person during the period of occupancy with the Qualified Person/Owner and for a period of one (1) year from the death of such Qualified Person; and

(f) Any lessee pursuant to Article XII, Section 5, shall be a Qualified Person during the term of a lease thereunder.

A conditionally Qualified Person, as defined in this Section, may continue to possess, occupy and use a residence until the expiration of his or her conditionally qualified status pursuant this Section.

**4. OFFER OR SALE BY QUALIFIED PERSON OR CONDITIONALLY QUALIFIED PERSON.** Any Qualified Person and/or Conditionally Qualified Person who owns a residence may, during the period of qualification, either:

(a) Sell or transfer his or her entire ownership interest in the residence to a Qualified Person designated pursuant to Article III, Section 2, to be eligible to purchase such residence; or

(b) Upon the expiration of one (1) year following the continued offer to sell the residence to a Qualified Person, sell his or her entire ownership interest in the residence to Declarant pursuant to the repurchase option set forth in Article XII, Section 1; or

(c) Sell the residence to any person, without respect to their qualification under this Article XI if, after one year of attempting to sell to a Qualified Person, Declarant does not exercise its option to repurchase.

**5. SINGLE FAMILY USE.** No Residence shall, at any time, be possessed, occupied or used by more than a Single Family, as herein defined.

**6. ENFORCEMENT OF QUALIFIED USE RESTRICTION.** Declarant or the Association may enforce the provisions of this Article by appropriate action, including, but not limited to, any remedy or remedies provided in this Declaration.

## ARTICLE XII - LIMITATIONS ON TRANSFER

**1. REPURCHASE OPTION.** The Declarant shall have the option to repurchase any Residence upon the occurrence of any one of the following events:

(a) Written notice from a Qualified Person, with supporting documentation, that he or she has been unable to sell a residence to another Qualified Person over a one (1) year period of time.

(b) Upon termination of a conditionally Qualified Person/Owner's status as a conditionally Qualified Person as defined under Article XI, Section 3.

(c) Upon Declarant receiving written notification from a Qualified Person/Owner under subparagraph (a), or upon Declarant verifying termination of a conditionally Qualified Person status under subparagraph (b), Declarant is given the option to repurchase the residence at the price and on the terms set forth in Section 2 of this Article. This option may be exercised by Declarant giving the Owner written notice of election to exercise the repurchase option within sixty (60) days of the event triggering the purchase option, as defined in this Section.

**2. PURCHASE PRICE AND TERMS.** The purchase price of any residence offered or sold pursuant to this Article XII shall be the lesser of:

(a) The fair market value of the Residence as mutually determined by the Owner and the Declarant;  
or

(b) The sum of: (A) the purchase price of the Residence or Residential lot paid by the original Owner purchasing the Residence from Declarant, plus (b) the product of the purchase price of the Residence or Residential lot paid by Owner and the fractional change in the Consumer Price Index (as defined below), if greater than zero, as published for the monthly immediately preceding the date on which the Owner purchased the Residence and said Index as published for the month preceding the date that triggers the repurchase option pursuant to Section 1 of this Article, plus (C) the cost of all capital improvements to the Residence or Residential lot made by the Owner and previous Owners, but only to the extent that each such capital improvement exceeded \$1,000 in cost and is supported by written documentation, which documentation shall be subject to audit and proof less (d) the reasonable cost (calculated as of the date of the sale) to cure any destruction of or failure to maintain the Residence in excess of normal wear and tear. As used in this Section "Consumer Price Index" means the National Consumer Price Index (all items) as published by the United States Department of Labor, Bureau of Labor Statistics, or, if such index ceases to be published, then any comparable successor index which measures changes in the prices of consumer items.

**3. CLOSING.** If the repurchase option granted under this Article is exercised by Declarant, the closing on the purchase of the Residence shall occur within sixty days of the date the option is exercised, and the purchase price shall be paid at closing, subject to normal and customary Seller's and Buyer's closing costs and the satisfaction of all outstanding liens encumbering the residence.

**4. CERTIFICATION OF STATUS.** Upon written request of any Transferee or Purchaser, Tenant of a Residence or of an existing or prospective Mortgagee, Transferee, or Beneficiary of any deed of trust encumbering a Residence, Declarant shall, within fifteen days, issue a written acknowledgment, evidencing if such be the case:

(a) With respect to a sale to a Qualified Person, that such sale is permissible under the terms of this Declaration; or

(b) With respect to a proposed sale to a person who is not a Qualified Person, that the option to repurchase was not exercised by the Declarant following proper notice.

The written request required under this subparagraph shall be accompanied by written documentation of the cost of all capital improvements to the residence or residential lot made by the current owner.

5. **LEASING.** An Owner may lease or rent Owner's Residence only on the following terms and conditions:

(a) An Owner may lease a Residence in conjunction with an academic leave approved by Duke University.

(b) An Owner may lease a residence for a period not to exceed one (1) year, provided he/she is a *conditionally qualified person as defined under this Article.*

(c) An Owner may lease a garage apartment if the Owner resides in the primary structure of the Residence.

(d) An Owner shall provide Duke University with a copy of any written Lease Agreement prior to occupancy by a Tenant or Tenants.

(e) Execution by an Owner of any lease or rental agreement for a Residence in violation of this Section shall trigger the right of Declarant to repurchase the Residence in accordance with the terms of Article XII.

(f) Any residence owned by Declarant may be leased.

6. **UNAUTHORIZED SALES OR TRANSFERS.** If any Owner shall attempt to sale, assign or otherwise transfer the Owner's Residence in contravention of the terms of this Declaration, such attempted or purported sale, assignment or transfer shall be wholly null and void and shall confer no title or interest whatsoever upon the intended Purchaser or Transferee.

#### **ARTICLE XIII - EXEMPTION FROM LIMITATIONS**

The following persons and transactions shall be exempted from the provisions of Articles XI and XII:

1. A Purchaser who acquires title to a Residence at a duly advertised public sale, including, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale.

2. A transfer of a Residence to, or a purchase of a Residence by, a mortgagee which acquires title as a result of holding a deed of trust upon the Residence concerned.

3. A Purchaser who acquires title to a Residence after Declarant has failed to exercise its option to repurchase the Residence, as provided under Article XI, or failed to close on the purchase after exercising its option to purchase.

4. A Purchaser who acquires title to a Residence after Declarant has failed to Purchase the Residence, as provided under Section 10(b) of the Builder Agreement between Declarant and McNeill Burbank Homes, LLC, a copy of which Builder Agreement may be obtained from the Office of Real Estate Administration of Duke University.

5. Any party acquiring title to a Residence which is exempted from the provisions of Articles XI and XII by the terms of this Article, or otherwise, agrees that upon receipt of a bonafide offer to buy the Residence which is acceptable, Declarant will be given written notice, including the name and address of the Offeror and the price and terms of the offer, and shall have the exclusive right of first refusal for a period of seven (7) days from the date of receipt of such notice to purchase the Residence at the same price and upon the same terms of said offer.

#### **ARTICLE XIV - AMENDMENTS**

1. **AMENDMENT.** This Declaration and any amendment to it may be amended in any respect or revoked by the execution by Declarant of an instrument amending or revoking the Declaration.

2. **RECORDATION.** Any amendment or revocation shall be evidenced by an instrument, making appropriate reference to this Declaration and any consent required hereunder, and shall be acknowledged and recorded in the Office of the Register of Deeds of Durham County.

3. **CONFORMANCE WITH MORTGAGEE REQUIREMENTS.** It is the intent of Declarant that this Declaration and the Property in general, shall now and in the future meet such requirements as are necessary to permit the guarantee of any deed of trust of a Residence in the Property by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association. The Declarant and each Owner shall take any action or shall adopt any resolutions required to conform this Declaration and the Property to the requirements of these entities.

#### **ARTICLE XV - MORTGAGEE PROTECTION**

1. **DEED OF TRUST PERMITTED.** Any Owner may encumber his or her Residence with a deed of trust. Provided, the total obligations secured by a deed of trust, or combination of deeds of trust, shall not at any time exceed the purchase Price calculated in accordance with Article XII(2.) in connection with Declarant's right to repurchase.

2. **SUBORDINATION.** Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any deed of trust that encumbers a Residence, made in good faith and for value; and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such deed of trust unless the Mortgagee expressly subordinates the interest, in writing, to such lien. Provided, upon foreclosure of the deed of trust, the party taking title to the Residence shall be subject to the special restrictions and limitations as set forth in Articles XI and XII of this Declaration.

#### **ARTICLE XVI - DECLARANT'S CONTINUING RIGHTS**

1. **FAILURE OF ASSOCIATION TO MAINTAIN.** In the event the Association shall fail, refuse or neglect to take such acts, pursuant to this Declaration, as are necessary:

(a) To maintain the Project or any part thereof in good proper and attractive condition, free of all liens other than any Mortgages permitted on individual Residences, or

(b) To maintain reserves adequate and prudent to provide for anticipated repair, replacement or major maintenance of Residences and improvements in the Common Area, or

(c) To otherwise assure compliance by all Residence Owners with the covenants and obligations of Article III of the Residential Lot Leases, including doing or performing the act or thing therein provided to be done or performed by any lessee, and if such failure, refusal or neglect shall continue for a period of 10 days, or such longer time as is reasonably required, after written notice from Declarant specified in the nature of the act or thing to be done or performed, THEN Declarant may, without obligation or liability for failure to do so, do or perform or cause to be done or performed such act or thing or such other acts or things as it deems necessary to achieve compliance with the terms hereof and with the terms of the Common Area Lease or the Residential Lot Leases (entering upon the Project for such purposes, if Declarant shall so elect). Declarant shall not be held liable or in any way responsible for any loss, inconvenience or damages resulting to the Association or Owners or the invitees, guests, licensees, contractors, Mortgagees or sublessees thereof, except for willfully or grossly negligent acts. No act or thing done by Declarant, pursuant to the provisions of this paragraph, shall be construed as a waiver by Declarant of any default by the Association or any Owner under any lease of any covenant, terms or conditions herein contained.

2. **ASSESSMENTS FOR DECLARANT'S COSTS.** Any costs incurred by Declarant pursuant to any action taken pursuant to paragraph 1 of this Article will be allocated by Declarant to each Residence and its Owner. In the absence of fraud or gross error, such determination and allocation shall be final and binding upon the Association and all Owners. However, if a cost incurred by Declarant arises out of an act or thing that is not the

primary responsibility of the Association, but is that of the Owner of a Residence as a result of failure to do or perform such act and Declarant has given written notice to the Association as provided herein, the entire amount of such cost shall be assessed to the Owner failing to do the act or thing required of him or her.

3. **WORKING CAPITAL RESERVE.** Declarant shall establish a working capital fund for the initial months of the Project's operation equal to (2) months' assessments for each Residence.

4. **LIGHTING.** Declarant reserves the right to install and operate lighting on any residential lot which may exceed the maximum edge of property illumination standards as set forth in Section 8.1 of the Durham Zoning Ordinance. This reserved right may be assigned by the Declarant to the Association.

#### **ARTICLE XVII - DURATION**

This Declaration shall continue in effect until December 31, 2028. Thereafter, this Declaration shall automatically renew for consecutive periods of ten (10) years each unless, terminated by the written consent of Owners owning Ninety percent (90%) of the residential lots within the Property.

#### **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

1. **SUCCESSORS AND ASSIGNS.** This Declaration shall inure to the benefit of and be binding upon the successor and assigns of Declarant, and on the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

2. **CUMULATIVE REMEDIES.** Each remedy provided for in this Declaration shall be cumulative and not exclusive. The failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

3. **VIOLATIONS AS NUISANCE.** Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by the Declarant or any Owner.

4. **ATTORNEY'S FEES.** In the event of a violation of this Declaration, the party seeking enforcement of the Declaration may recover all legal costs associated with the enforcement action.

5. **GOVERNING LAW.** This Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. **DELIVERY OF NOTICES.** Any written notice required by this Declaration may be delivered personally or by mail. If by mail, such notice shall be deemed to have been delivered and received three (3) days after a copy thereof is deposited in the United States mail, posted and fees prepaid, addressed as follows:

(a) If to an Owner, other than Declarant, to the address of the Owner's Residence.

(b) If to the Declarant, to:  
Duke University  
Director of Real Estate  
402 Oregon Street  
Durham, NC 27705

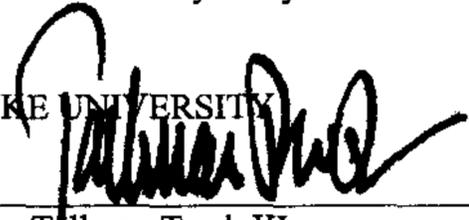
or any such other successor address as Declarant shall hereinafter indicate by notice.

7. **INVALIDITY.** Should any provision of this Declaration be declared invalid, it will not affect the validity of the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

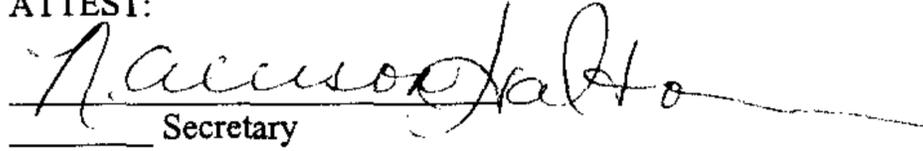
DUKE UNIVERSITY

By



Tullman Trask III  
Executive Vice President

ATTEST:

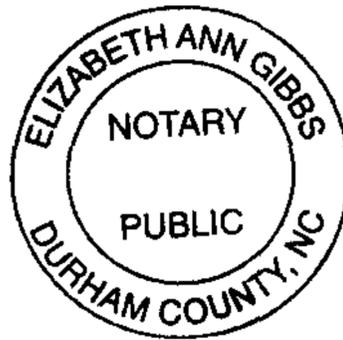
  
Secretary

NORTH CAROLINA

DURHAM COUNTY

I, a Notary Public of the County and State aforesaid, certify that N. Allison Haltom personally came before me this day and acknowledged that she is Secretary of Duke University, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Vice President, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and official stamp of seal, this 14 day of August, 2001.



*Elizabeth Ann Gibbs*  
\_\_\_\_\_  
Notary Public

My commission expires:

6-06-06

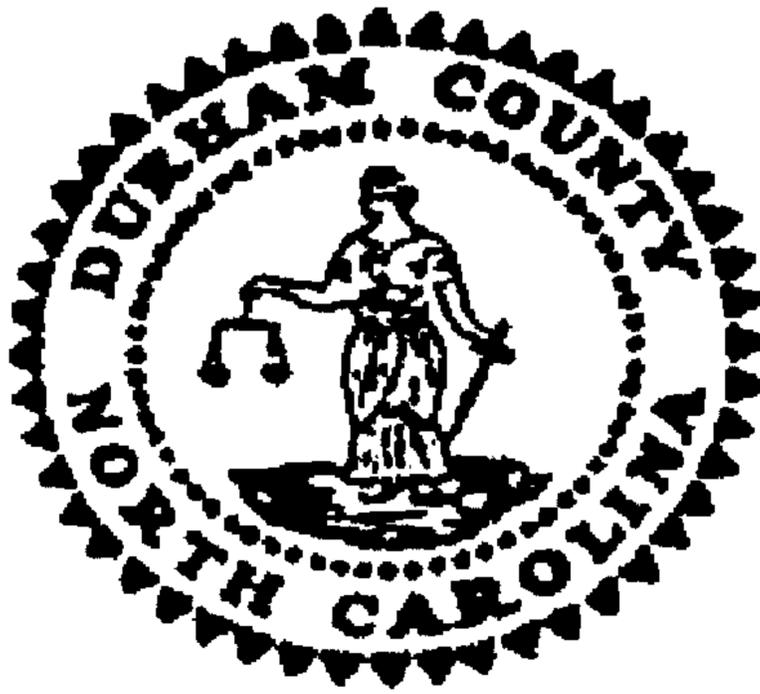
**EXHIBIT "A"**

**Tract 1:**

Lots 1 through 5 and 7 through 22 as shown on Final Plat For Duke University East Campus/Trinity Homesites by Triangle Surveyors recorded in Plat Book 151 at Page 23, et seq., of the Durham County Registry.

**Tract 2:**

Lots 24 through 39 as shown on Final Plat of Subdivision for Trinity Heights Townhomes by Triangle Surveyors recorded in Plat Book 153 at Page 1 of the Durham County Registry.



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

\*\*\*\*\*

Filed For Registration: 08/24/2001 11:19:56 AM

Book: RE 3182 Page: 493-512

Document No.: 2001037802

AMD 20 PGS \$44.00

Recorder: CAROL JENKINS

\*\*\*\*\*

State of North Carolina, County of Durham

The foregoing certificate of ELIZABETH ANN GIBBS Notary is certified to be correct. This 24TH of August 2001

WILLIE L. COVINGTON , REGISTER OF DEEDS By:

*Shauna Drees*

Deputy/Assistant Register of Deeds

\*\*\*\*\*



2001037802