

Drawn by: Anne Page Watson, Esq., P.O. Box 51326, Durham, N.C.  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CASSINGTON  
COMMUNITY ASSOCIATION

THIS DECLARATION dated November 4, 1996, by Randal A. Brame and  
wife Leslie J. Brame (the "Declarant").

RECITALS:

- A. The Declarant owns the "Existing Property" (as hereafter defined) in fee simple and desires to develop a residential community therein.
- B. The Declarant desires to subject the Existing Property and the other portions of the "Property" (as hereinafter defined), and the lots now or hereafter located therein to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the lots located therein and are for the purpose of distributing among the Owners (as hereinafter defined) the cost of maintaining and operating the Common Areas (as hereinafter defined) located within the Property, and any improvements constructed thereon.
- C. The Declarant intends that the covenants, conditions and restrictions set forth herein shall run with and burden the Property and each Lot (as hereinafter defined) contained therein and shall bind and inure to the benefit of the Declarant, its successors and assigns, and all Owners, their heirs, successors, executors, administrators and assigns.

ARTICLE I  
DEFINITIONS

(a) "Association" means the Cassington Community Association, Inc.

(b) "Common Area" and "Private Driveway" means all roads, roadways, road shoulders, entrance/exit ways, fences, open areas, recreation space, and any and all other real property and improvements thereon owned, leased and/or controlled by the Association for the common use and enjoyment of the Owners of the Lots.

(c) "Declarant" means Randal A. Brame and wife Leslie J. Brame any successor or assign thereof to whom Declarant shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Declarant shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(d) "Declarant Control Period" shall mean that period of time until the earlier of (i) 120 days after conveyance of seventy-five

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percent of the Lots to Owners other than the Declarant, (ii) two years after Declarant has ceased to offer Lots for sale in the ordinary course of business, or (iii) the date Declarant voluntarily terminates the Declarant Control Period pursuant to an instrument recorded in the office where this Declaration is recorded; provided, however, the Declarant Control Period shall, in all events, terminate on that date which is 30 years from the date hereof.

(e) "Existing Plat" shall mean the Plat of the Existing Property recorded in Plat Book 136, at Page 164, in the Office of the Register of Deeds of Durham County, North Carolina.

(f) "Existing Property" shall mean that certain real estate located in Durham County, North Carolina and more particularly described on Exhibit A hereto.

(g) "Lots" shall mean all Lots within the Existing Property which are shown on the Existing Plat or on any other Plats hereafter recorded of all or any part of the Existing Property.

(h) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(i) "Property" shall mean the Existing Property.

#### ARTICLE II

#### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

The Declarant hereby declares that all of the Existing Property is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, conditions and restrictions contained herein.

#### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### SECTION 1

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. An Owner of a Lot may not withdraw from the Association.

## SECTION 2

The Association shall have one class of voting membership. The members shall be all of the Owners of the Lots. Each member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation or Bylaws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them. During the Declarant Control Period, the Declarant shall be entitled to appoint and remove the members of the Board of Directors of the Association; provided, however, (a) not later than sixty (60) days following conveyance of twenty-five percent (25%) of the Lots to Owners other than the Declarant, at least one member of the Board of Directors and not less than twenty-five (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant, and (b) not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than Declarant, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Following the expiration of the Declarant Control Period, the Board of Directors shall be elected by the Owners in the manner set forth in the Articles of Incorporation and Bylaws of the Association.

ARTICLE IV  
COMMON AREA

## SECTION 1

The Declarant shall, from time to time, grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas and the Private Driveway. At the time of the conveyance of any of the Common Areas, such Common Areas and Private Driveway shall be free of any mortgages, deeds of trusts, judgment liens, or similar liens or encumbrances, except for ad valorem taxes prorated to the date of conveyance and other title matters as may be acceptable to the Association.

The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct, and maintain, on, over, under, or in any portion of any Common Area or Private Driveway, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or

established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area or Private Driveway for such purposes and making openings and excavations therein.

(b) The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area or Private Driveway conveyed to the Association for the purpose of construction or completing the construction of improvements to the Private Driveway and the landscaping of the Common Area.

(c) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

#### SECTION 2

The Common Areas and Private Driveway conveyed to the Association shall be deemed property and facilities for the use, benefit, and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs, or other seating facilities, fences and walls, walkways, roadways, playground equipment; and (ii) drainage, storm water, and utility systems and structures. The Common Areas may be graded, and trees, shrubs, or other plants may be placed and maintained thereon for the use, comfort, and enjoyment of the Owners, or the establishment, retention, or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses without the prior written approval of the Association.

#### SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

#### SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore, and maintain the Common Areas and Private Driveway as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

#### SECTION 5

The right of each Owner to use the Common Areas and the

Private Driveway shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Areas. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V  
PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

The Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions, and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following: Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas and Private Driveway for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas and Private Driveway shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas or Private Driveway by a Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association; and (iii) the right of the Association to charge reasonable fees for the maintenance and upkeep of the Private Driveway known as "Cassington Lane". The Owners of Lots 4,5, and 6 shall share in the maintenance and upkeep of the paved portion of the Private Driveway AND the gravel portion of the Private Driveway; The Owners of Lots 1,2, and 3 shall share in the maintenance and upkeep of ONLY the paved portion of Cassington Lane.

SECTION 2

Any Owner may delegate, in accordance with Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations, and restrictions applicable to use of the Common Areas and Private Driveway, as these rules, regulations, and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Common Area and Private Driveway.

SECTION 4

The rights, privileges, and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area or Private Driveway to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

ARTICLE VI  
COVENANT FOR ASSESSMENT

SECTION 1

The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to such Owner, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided; and (iii) costs incurred by the Association for repairs and maintenance as set forth in Article VII. The annual and special assessments or charges and repair and maintenance costs, together with interest at the rate of eight percent (8%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien in favor of the Association upon each Lot against which an assessment is made and each Owner hereby grants and conveys to the Association, with power of sale as hereinafter set forth, a lien on such Owner's Lot or Lots for the purposes of securing the payment of such annual and special assessments or charges or repair or maintenance costs, interest thereon and costs of collection thereof and reasonable attorneys' fees. The lien of the Association may be foreclosed by the Association at any time after that date which is thirty (30) days following the due date of the assessments set

forth in the notice of the assessments or charges or repair or maintenance costs given by the Association to such Owner which lien may be foreclosed by the same manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes and each Owner hereby grants to the Association a power of sale under such statutes. In addition, without limiting the foregoing, the Association's lien may be foreclosed by judicial action. The Association's lien shall be prior to all other liens and encumbrances on a Lot except (i) the lien of deeds of trust or mortgages upon such Lot to or for the benefit of institutional lenders such as banks, savings and loan associations, insurance companies, and mortgage companies, and (ii) liens for real estate taxes and other governmental assessments or charges against such Lot. A proceeding to enforce a lien for unpaid assessments or charges or repair or maintenance costs must be commenced within three years after the delivery of notice of the assessments or charges or repair or maintenance costs to the Owner.

Where the holder of a mortgage or deed of trust to an institutional lender, as aforesaid, or other purchaser of a lot, obtains title to the unit as a result of foreclosure of such mortgage or deed of trust or by deed in lieu of foreclosure, such purchaser, and its heirs, successors and assigns, shall not be liable for the assessments or charges or repair or maintenance costs against such Lot which became due prior to acquisition of title to such Lot by such purchaser; provided, however, such unpaid assessments or charges or repair or maintenance costs shall be deemed to be common expenses collectible from all Lot Owners including such purchaser, and its heirs, successors and assigns. Each assessment or charge or repair or maintenance costs, together with interest at the rate of eight percent (8%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge or repair or maintenance costs, together with interest, costs, and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

#### SECTION 2

Any potential purchaser, mortgagee, beneficiary or other person or entity who is or may be acquiring an interest in a Lot may request in writing from the Association a certificate from the Association as to any assessments or charges upon a Lot which are due and payable at the time of the request. The Association shall, within five (5) business days following such request, send to such person a certificate setting forth the assessments or charges which, as of the date of the certificate, are due and payable and any person to whom such certificate is addressed shall be entitled to rely conclusively upon such certificate.

#### SECTION 3

The assessments and charges levied by the Association shall be

used exclusively for promoting the recreation, health, safety, and welfare of the Property, and in particular for the improvement, operation, and maintenance of the Common Areas and Private Driveway, including, but not limited to, the payment of taxes and insurance thereon.

## SECTION 4

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$100.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by ten percent (10%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

## SECTION 5

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

## SECTION 6

Except as provided in Section 8 of this Article and in Section 1 of Article V, annual assessments must be fixed at a uniform rate for all Lots.

## SECTION 7

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all

of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be a least forty-five (45) days after the date of such resolution.

SECTION 9

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of foreclosure, enforcement and collection, as the case may be.

SECTION 10

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or

Private Driveway or abandonment of his Lot.

ARTICLE VII  
REPAIR AND MAINTENANCE OF LOTS

The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made as more particularly set forth in Article VI of this Declaration, subject, however, to the terms and provisions of Article VI of this Declaration (including, without limitation, the terms and provisions in favor of mortgagees or beneficiaries under deeds of trust).

ARTICLE VIII  
GENERAL PROVISIONS

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first thirty (30)-year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded in the Office of the Register of Deeds of the County where this Declaration has been recorded.

SECTION 3

The Property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and garage. No dwelling shall be permitted on the Property having an area of the main structure, exclusive of one story open porches and garages, of less than 2500 square feet.

SECTION 4

No building, fence, wall, satellite dish or any other exterior structure shall be commenced, erected, or maintained on any lot, nor shall any clearing or grading be commenced to change or alter any lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the architectural committee composed of two or more representatives appointed by the Association. The committee's approval or disapproval as required in these covenants shall be submitted in writing to the inquiring party within thirty days after the plans and specifications have been submitted.

SECTION 5

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet and the side ten feet of every lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these restrictions.

SECTION 6

No house trailers, mobile homes, or inoperable motor vehicles, or structures of temporary nature may be kept on the property at any time. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept in reasonable number provided they are not kept or maintained for any commercial purpose.

SECTION 7

Anything set forth in Section 2 of this Article to the contrary notwithstanding, but subject to the conditions provided in this Section 7 the Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, which may be exercised only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs. If the VA or the FHA or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration shall also require the prior consent of the agency giving such approval unless such amendment is approved by all of the Owners. Any amendments made pursuant to this Section 3 shall not affect the residential character of the Property or the common plan or scheme for residential development. All owners and/or the Association shall continue to have the right to fully enforce the terms and provisions of this Declaration, as amended pursuant to this Section 7.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written

Randal A. Brame (SEAL)  
Randal A. Brame  
Leslie J. Brame (SEAL)  
Leslie J. Brame

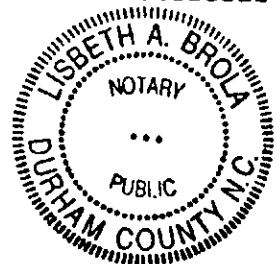
North Carolina  
Durham County

I, Notary Public, certify that Randal A. Brame and Leslie J. Brame, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5<sup>th</sup> day of November, 1996.

Notary Public

My commission expires: 12/14/99

*Libeth A. Brola*



State of North Carolina - Durham County

The foregoing certificate (s) of

Libeth A. Brola

A Notary (Notaries) Public of the designated Governmental units is (are) certified to be correct.

FILED  
BOOK 2252 PAGE 708  
719  
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This 7 day of Nov, 1996.

Ruth C. Garrett  
Register of Deeds

By Dorcas B. Bradley  
Deputy Register of Deeds

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

Exhibit A

BEING all of Lots 1,2,3,4,5, and 6, all Recreation Space, all of the 30' driveway easement and all of the private driveway known as "Cassington Lane", all of which is shown on the plat and survey of same entitled FINAL PLAT SUBDIVISION FOR RANDAL A. BRAME by Ernest B. Wood, Jr., RLS-2648, dated October, 1996, and recorded in Plat Book 136 at Page 164, Durham County Registry, to which plat reference is hereby made for a more particular description of same. P# 719