



FOR REGISTRATION REGISTER OF DEEDS
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DURHAM COUNTY, NC
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**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTPOINT AT 751**

RETURN TO: Smith Anderson Law Firm
150 Fayetteville Street, Suite 2500
P.O. Box 2611
Raleigh, North Carolina 27602
Attention: Brian D. Meacham

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTPOINT AT 751 (“Declaration”) is made as of the 24th day of March, 2011, by Westpoint at 751, LLC, a North Carolina limited liability company (“Declarant”).

**ARTICLE I
DECLARATION**

Declarant is the owner of that certain 17.36 acre, more or less, tract of land situated in Durham County, North Carolina, more particularly described on **Exhibit A** attached hereto (the “Property”). At the time of the recording of this Declaration, the Property is not yet fully developed. It is the intention of Declarant to create a commercial development similar in quality to the nearby “The Streets at Southpoint,” “Renaissance Center,” and other similar mixed use developments in the Southpoint area and to assure that there will be adequate and well maintained landscaped areas, parking areas, pedestrian ways, streets, roads and other common areas, as well as telecommunications and utility systems and easements, and such other systems and facilities as may be reasonably necessary or desirable to create, protect and enhance the value of the Property over an extended period of time. The purpose of this Declaration is to achieve the aforesaid objectives.

Declarant hereby establishes, adopts and declares that the Property is and shall be subject to, and that all land and improvements within the Property shall be acquired, held, owned, encumbered, used, managed, leased, occupied, enjoyed and transferred subject to, the covenants, conditions, restrictions, easements, uses, privileges, charges, assessments, liens, terms and provisions hereinafter set forth, all of which shall be covenants running with the title to land within the Property, and shall be obligations of and shall inure to the benefit of each Owner. Each contract of sale, option, deed, deed of trust, lease, sublease, concession, franchise, license, easement or other instrument which may hereafter be executed with respect to any real estate and improvements within the Property shall be deemed to have been executed, delivered and accepted subject to this Declaration and to have incorporated this Declaration by reference therein, regardless of whether any such instrument specifically incorporates this Declaration by reference therein.

ARTICLE II DEFINITIONS

- 2.1 “**Acquiring Party**” is defined in Section 12.4.
- 2.2 “**Annual Budget**” is defined in Section 10.1.
- 2.3 “**Buildable Lots**” means all Lots other than Lot 1.
- 2.4 “**Building**” or “**Buildings**” means each building constructed from time to time within the Property.
- 2.5 “**Common Drive A**” shall mean the private, internal access drive within the Property depicted as “Common Drive “A” on the Subdivision Plat.
- 2.6 “**Common Drive B**” shall mean the private, internal access drive within the Property depicted as “Common Drive “B” on the Subdivision Plat.
- 2.7 “**Common Elements**” means (a) all real property within the Property that comprises the Entrance Drive and its related entrance features, (b) Common Drive A, (c) Common Drive B, (d) landscaped areas installed by Declarant pursuant to the Landscaping Plan and the irrigation facilities related thereto (but excluding landscaped areas of a Lot installed by a Lot Owner other than Declarant (in its role as Declarant and not in its role as a Lot Owner)), (e) the Monument Sign and any other common signage installed by Declarant pursuant to the Common Signage Plan, (f) lighting within the foregoing areas, (g) common drainage and retention facilities (including, without limitation, all of Lot 1), (h) main trunk lines for utilities, (i) common utility facilities (including, without limitation, water and sanitary sewer mains serving the Property), and (j) common retaining walls (including, without limitation, any common retaining walls constructed by an Owner for inclusion in the Common Elements). The Common Elements do not include parking spaces or any paved areas of the Property that are not part of the Entrance Drive, Common Drive A, or Common Drive B. The locations of the Common Elements described in items (a), (b), (c), (g), and (j) above are depicted on **Exhibit I**, attached hereto. After Declarant’s initial development of the Property, Declarant shall not, without the prior written consent of the Owner(s), not including Declarant, of not less than 50% of the total acreage of the Buildable Lots, install any new Common Elements on the Property unless such Common Elements are items which Declarant is responsible for installing pursuant to this Declaration. The limitation in the foregoing sentence shall not apply to the maintenance, repair, restoration, or replacement of any Common Elements constructed as part of Declarant’s initial development of the Property.
- 2.8 “**Common Expense Assessments**” is defined in Section 10.1(a).
- 2.9 “**Common Signage Plan**” means the Common Signage Plan attached hereto as **Exhibit E-2**.
- 2.10 “**Declarant**” is defined in the first paragraph hereof. As used herein, “**Declarant**” shall also mean any successors or assigns of Declarant.
- 2.11 “**Declaration**” is defined in the first paragraph hereof. As used herein, “**Declaration**” shall include any amendments to this Declaration made in accordance with Section 12.10.

2.12 “**DRB Committed Elements**” means the “committed elements” of Declarant’s final development plan for the Property as approved by the City of Durham Design Review Board; a copy of such committed elements is attached hereto as **Exhibit B**.

2.13 “**Entrance Drive**” shall mean the main entrance drive from N.C. Highway 751 into the Property depicted as the “Entrance Drive” on the Subdivision Plat.

2.14 “**Landscaping Plan**” means the Landscaping Plan attached hereto as **Exhibit C**.

2.15 “**Laws**” means any federal, state or local law, statute, regulation, rule, ordinance, order or injunction, including those related to zoning, subdivision and construction.

2.16 “**Lot**” means each of “Lot 1,” “Lot 2,” “Lot 3,” “Lot 4,” “Lot 5,” “Lot 6,” and “Lot 7” as shown on the Subdivision Plat and any other lot, parcel or tract of land within the Property hereafter created by subdivision, recombination or otherwise and approved by Declarant.

2.17 “**Monument Sign**” is defined in Section 6.1(f).

2.18 “**Mortgage**” shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed encumbering all or any portion of the Property.

2.19 “**Mortgagee**” shall refer to a beneficiary or holder of a Mortgage.

2.20 “**Notice Statement**” is defined in Section 12.4.

2.21 “**Owner**” means each fee owner of all or any portion of any Lot, including Declarant.

2.22 “**Percentage Share**” means the acreage of a Buildable Lot divided by the total acreage of the Buildable Lots.

2.23 “**Permittees**” means any and all of the following: (a) tenants or lessees of a Lot, a Building or portion thereof; and (b) the guests, licensees, and invitees of an Owner of a Lot, an owner of a portion of a Lot, or the tenants and lessees of a Lot or portion thereof. Subject to the terms hereof, all Permittees shall be bound by the terms of this Declaration.

2.24 “**Person**” means a natural person, a corporation, limited liability company, a partnership, joint venture, a trust, or any other legal entity.

2.25 “**Plans**” is defined in Section 7.3(a).

2.26 “**Project**” means the commercial development to be developed on the Property.

2.27 “**Property**” is defined in Article I. The Property is comprised of the Lots plus the Common Elements to the extent that the same are not part of a Lot.

2.28 “**Storm Drainage Plan**” means the Grading / Storm Drainage Plan attached hereto as **Exhibit F**.

2.29 “**Subdivision Plat**” means that plat entitled “Subdivision Plat For Westpoint at 751 LLC,” prepared by CE Group, Inc. and recorded on March 2, 2011 in Plat Book 187, Page 203, Durham County Registry. A copy of the Subdivision Plat is attached hereto as **Exhibit D**.

2.30 “**Supplemental Declaration**” is defined in Article III.

2.31 “**Tenant Signage Plan**” means the Tenant Signage Plan attached hereto as Exhibit E-1.

2.32 “**Uniformity of Design Materials**” means the requirements attached hereto as Exhibit E-3.

2.33 “**Utility Lines**” means lines, equipment and facilities for the delivery of storm water drainage and utility services to each Lot and the Buildings and other improvements located on the Lot, including ditches, culverts, storm drainage pipes, sanitary sewer lines, water lines, gas lines, electrical lines, telephone lines, communications lines and other similar facilities. Declarant anticipates that certain Utility Lines will initially be in the locations depicted on the Utility Plan.

2.34 “**Utility Plan**” means the Utility Plan attached hereto as Exhibit G.

ARTICLE III ADDITIONAL PROPERTY

Subject to the terms and conditions of this Article III, Declarant may subject any additional property contiguous or adjacent to the Property to this Declaration by recording a supplemental declaration (each a “**Supplemental Declaration**”) describing that property. Upon the recording of the Supplemental Declaration, the operation of this Declaration shall be extended to that additional property and that additional property shall be a part of the Property. A Supplemental Declaration may be executed and filed of record by Declarant only upon the other Owners’ approval (such approval not to be unreasonably withheld) and execution of the Supplemental Declaration.

ARTICLE IV COMMON ELEMENTS

4.1 **Common Elements**. Declarant, subject to the rights of the Owners set forth in this Declaration and except as otherwise provided herein, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon, and shall keep them in good, clean, attractive, and sanitary condition, order, and repair.

4.2 **Use of Common Elements**. All Owners and Permittees shall have a perpetual and nonexclusive easement of use, access, and enjoyment in and to the Common Elements, subject to:

(a) This Declaration, any Supplemental Declaration, and any other applicable covenants, as the same may be amended from time to time, and subject to any restrictions or limitations of record,

(b) The right of Declarant to adopt rules regulating the use and enjoyment of the Common Elements, including, without limitation, rules limiting the number of Owners and Permittees who may use the Common Elements, and the manner, purposes and activities for which the Common Elements may be used or which may take place on the Common Elements. In establishing such rules and regulations, Declarant may not adopt different rules and regulations for different portions of the Common Elements; said rules and regulations shall apply uniformly within or to the entire Common Elements and to all Owners and their Permittees; and such rules and regulations shall not, without said Owner’s prior written consent, (i) impose on an Owner any additional expense, unless such expense is related to an item identified in the applicable Annual Budget, in which case consent of such Owner will not be required, (ii)

adversely affect the access to the Building and/or signage on said Owner's Lot from Common Drive A, Common Drive B, or the Entrance Drive, or (iii) adversely affect the visibility of the Building and/or signage on said Owner's Lot from N.C. Highway 751.

(c) The right of Declarant to grant easements and licenses over the Common Elements owned by Declarant for the benefit of the Property or any Lot or Lots.

4.3 Prohibited Activities on the Common Elements. Notwithstanding anything to the contrary stated herein, the following activities shall not be permitted on any portion of the Common Elements without an Owner on behalf of itself and any Permittee first obtaining a written permit from Declarant: (a) demonstrations; (b) solicitations; (c) use of loud speakers and amplifiers; (d) public speeches; (e) rallies; (f) public performances of music, theater, or dance; (g) sale of goods or services; (h) parades; (i) camping; or (j) swimming or fishing in any stream, fountain or other body of water located on the Common Elements.

4.4 Construction and Installation of Improvements within Common Elements or as Areas of Common Responsibility. In connection with the sale of a Lot by Declarant to an Owner, Declarant shall have the right to require the Owner to construct and install certain improvements within the Common Elements (or to install certain facilities within the Lot conveyed as "Areas of Common Responsibility") including, but not limited to, entrance features, landscaped areas, parks, trees, plantings, medians, signage, monuments, lighting, sitting areas, streets, drainage facilities, irrigation facilities, water lines, sanitary sewer lines, storm sewer lines, storm water drainage and/or retention ponds, greenways, walkways, and other amenities. In the event Declarant requires an Owner to construct and install improvements within the Common Elements, such obligations shall be specifically set forth in the deed to the Owner and shall run with the land in favor of Declarant, and none of the costs of any such installation shall be assessed against the other Owners. Notwithstanding the foregoing, Declarant shall construct (a) the Entrance Drive, Common Drive A, and Common Drive B as shown on the Subdivision Plat, (b) the retaining walls and storm drainage system shown on the Storm Drainage Plan, (c) the landscaping shown on the Landscaping Plan, and (d) the Monument Sign and Project signage as shown on the Common Signage Plan, as part of Declarant's initial development of the Property.

ARTICLE V LOTS

5.1 Lot Boundaries. Lot boundaries are set forth in the Subdivision Plat. Declarant may, with the written consent of the Owners whose Lots are affected by any such amendment, amend the Subdivision Plat to subdivide, combine and/or redesignate Lots and/or revise Lot boundaries. Lots may be subjected to additional covenants and restrictions set forth in a Lot declaration separately filed by the Owner thereof, provided that all such covenants and restrictions are approved in writing by Declarant in its sole discretion, such approval not to be withheld unreasonably.

5.2 Committed Elements. Each Lot shall be subject to the applicable restrictions on use contained in the DRB Committed Elements. No Owner shall take any action with respect to its Lot that violates or conflicts with any items of the DRB Committed Elements. Declarant shall perform any obligations to be performed by the "Developer" under the DRB Committed Elements.

ARTICLE VI EASEMENTS

6.1 Easements. Declarant establishes the following easements:

(a) Encroachments. There shall be reciprocal appurtenant easements of encroachment, and for repair, maintenance, replacement, relocation, and use of any permitted encroachment, between each Lot and any adjacent Common Elements and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner or Permittee.

(b) Utilities. There are hereby reserved unto Declarant and its designees (which may include, without limitation, Durham County, or the City of Durham and any utility provider) access easements upon, across, over, and under certain portions of the Property, as depicted on Exhibit G, to the extent reasonably necessary for the purpose of replacing, repairing, relocating, and maintaining utility systems, cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, ponds, wetlands, drainage systems, street lights, signage, and for the purpose of establishing a master arrangement for utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, communications and electricity, and for the purpose of installing any of the foregoing, with all of the foregoing to be situated on property which Declarant owns or within easements designated for such purposes on recorded plats of the Property or as installed on the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the Owners to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Building, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner, or Permittee. Declarant further establishes, creates and reserves for the benefit of, and as appurtenance to, each Lot, with respect to, and as a burden upon, the balance of the Property, perpetual non-exclusive rights, privileges and easements in, to, over and under strips of land uniformly twenty (20) feet in width, as depicted on Exhibit G serving any other portion(s) of the Project that are now or hereafter located by Declarant within any Lot, for the purpose of operating, using, maintaining, repairing, replacing, relocating and/or removing any such Utility Lines.

(c) Stormwater. Declarant reserves for itself the nonexclusive right and easement to enter upon the Property in the areas depicted for such purposes on Exhibit F or in such other areas as may be required by governmental authorities having jurisdiction over the Property, as needed to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Elements; (b) install, keep, maintain, and replace fountains, lighting, conduits and similar equipment therein; (c) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (d) remove trash and other debris therefrom and fulfill Declarant's maintenance responsibilities as provided in this Declaration. Declarant shall keep the Owners informed of any changes to the location of stormwater easements required by governmental authorities. Declarant shall have an access easement over and across any of the Property abutting or containing any portion of any of the ponds, streams, or wetlands to the extent reasonably necessary to exercise its rights under this Section 6.1(c). There is further reserved herein for the benefit of Declarant a perpetual, nonexclusive right and easement of access and encroachment over the Common Elements and Lots adjacent to any ponds and streams within the Property, in order to (w) temporarily flood and back water upon and maintain water over such portions of Lot 1; (x) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within or constituting the Common Elements; (y) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (z) enter upon and across such portions of the Property for the purpose of exercising its rights under this Section 6.1(c). All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from their use of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to

hurricanes, rainfall, or other natural disasters. Declarant also hereby establishes and creates for the benefit of, and as an appurtenance to, each Lot, with respect to, and as a burden upon, the balance of the Property, perpetual non-exclusive rights, privileges and easements to drain storm water run-off from each Lot, as the same hereafter may be improved, onto and across the balance of the Property and into and through the storm water drainage lines from time to time located thereon, including the right to use and impound storm water within any storm water detention facilities (if any) now or hereafter serving the Project or located within the Property and intended to and built so as to serve the Lots, so long as such drainage shall not cause any damage to the portion(s) of the Project across which such storm water is being drained or any improvements thereon. Initially, Declarant intends to construct one such retention pond to serve the Property, which facility is intended to be located on Lot 1 and is depicted and labeled as "Stormwater Management Pond" on the Storm Drainage Plan. Declarant shall have the right, but not the obligation, to retain a third party to operate the stormwater facilities included in the Common Elements and to include the fees paid to such third party in the Common Expense Assessments, provided that the fees paid to such third party shall be reasonable and consistent with fair-market rates for such services in Durham, North Carolina.

(d) Access. Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, each Lot and for the benefit of the Owners of the Lots from time to time and their respective Permittees, perpetual non-exclusive rights, privileges and easements for the passage of vehicles and for the passage and accommodation of pedestrians over, across and through the roadways, driveways, curbscuts, aisles, sidewalks and walkways located within the Property, including, without limitation, the Entrance Drive, Common Drive A, Common Drive B, and all parking areas as the same may from time to time be constructed and maintained for such uses.

(e) Right of Entry. Declarant shall have the right, but not the obligation, to enter upon any Lot, but not into any Building, for emergency, security, and safety reasons, to perform maintenance pursuant to Article VIII hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, or any rules and regulations for the Project, which right may be exercised by Declarant and its officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of Declarant to enter upon any Lot, but not into any Building, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within ten (10) business days after requested to do so by Declarant.

(f) Monument Sign. Declarant hereby establishes and creates for the benefit of Declarant (as developer of the Project) a non-exclusive perpetual easement for the construction, maintenance, repair and replacement of the sign advertising the shopping center that Declarant may construct on the Property at the entrance to the Property on N.C. Highway 751 (the "**Monument Sign**"), together with related underground electric lines and other appurtenances used in the operation of such sign. The easement for the Monument Sign described in this Section 6.1(f) shall be located in the "50' Street Yard Setback" in the location shown on the Landscaping Plan. Declarant agrees that the Monument Sign will not diminish the visibility of any Buildings from N.C. Highway 751.

(g) Directional Signs. Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, each Lot, and for the benefit of the Owners of the Lots from time to time, a non-exclusive perpetual easement for the construction, maintenance, repair and replacement of directional signs within the Entrance Drive, Common Drive A, and Common Drive B.

(h) Landscaping. Declarant hereby establishes and creates for the benefit of Declarant (as developer of the Project) a non-exclusive perpetual easement for the construction, installation, maintenance, repair and replacement of landscaping and sidewalk improvements included in

the Common Elements and shown on the Landscaping Plan. Such landscaping improvements include, without limitation, the decorative walls (not to exceed 4' feet in height) to be located in the "50' Street Yard Setback" shown on the Landscaping Plan.

(i) **Parking.** Declarant hereby establishes and creates for the benefit of the Owners and Permittees of each Buildable Lot other than Lot 2 a non-exclusive perpetual easement and right to park without rental charge their vehicles in the surface parking spaces created and maintained on each Buildable Lot other than Lot 2, along with the right of vehicular and pedestrian ingress and egress to vehicles legally parked in said parking spaces. No Owner may erect barriers (except for approved curbing) or otherwise interfere with the cross-parking rights set forth in the preceding sentence.

6.2 Rights of Third Parties. Subject to the dedication and conveyance of Utility Lines to appropriate governmental entities and public utility companies and to the terms of Section 12.12 of this Declaration, the easements established in this Declaration are private easements, and nothing herein shall be construed to create easements in favor of the general public.

6.3 Temporary Closings. In order to establish that the ingress and egress easements, and any private access ways or road ways, located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically granted, or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the improvements comprising such access ways or road ways, any utilities or any other improvements, located or to be located in or on the ingress and egress easement areas, Declarant, for the Common Elements, and the Owner of any Lot within the Property on which an ingress and egress easement is located, shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way or road way, to the extent and for such limited periods as shall be necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, that neither Declarant nor any such Owner shall exercise the rights granted in this Section 6.3 in any manner which will unreasonably interfere with rights and privileges granted herein, and in no event shall the exercise of such rights totally preclude pedestrian or vehicular access to any portion of the Property by any parties benefited by the easements granted herein and provided further that no ingress and egress or parking easement shall be closed except as otherwise expressly permitted in this Declaration.

6.4 Cooperation. All easements granted in this Declaration, and the use thereof, shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Declarant and each Lot Owner and/or Permittee agree to cooperate with the reasonable requests of the others in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, Declarant and the Lot Owners and/or Permittees may enter into cooperative agreements with each other for the common provision of services and systems, so long as such agreement is consistent with the other terms and conditions contained in this Declaration.

ARTICLE VII IMPROVEMENTS

7.1 General Requirements and Limitations.

(a) Without the prior written consent of Declarant (which consent may be withheld in Declarant's sole discretion), no Owner shall subdivide its Lot in any manner.

(b) Without the prior written consent of Declarant (which consent shall not unreasonably be withheld), no Owner shall rezone its Lot or obtain any zoning variance or waiver which would be inconsistent with the use of the Property as contemplated in this Declaration.

(c) Unless otherwise required by governmental authorities or the particular utility company, all Utility Lines and related facilities installed on the Property shall be located underground, except that above-ground light standards, poles and fixtures are permitted.

(d) Screening (the location and style of which shall be subject to Declarant's reasonable approval) shall comply with all applicable Laws and shall be installed and maintained on each Lot so as to obscure from public view all trash receptacles, trash compactors, service areas, mechanical and electrical equipment and other unsightly Building appurtenances. Screening around trash receptacles and compactors shall be constructed of the same exterior materials as the associated Building.

(e) Except for Buildings constructed on Lots 3, 5, or 6, no Buildings shall exceed 30 feet in height (such limitation shall not apply to any parapets, cupolas, or similar architectural features that comply with Section 7.1(l)).

(f) The Building constructed on Lot 5 shall not exceed 42 feet in height (such limitation shall not apply to any parapets, cupolas or similar architectural features that comply with Section 7.1(l)), but provided further, that any such parapets, cupolas or other architectural features on the Building to be constructed on Lot 5 must be located at least two feet (2') back from the inside edge of the top of the main building wall for each one foot (1') in height of such parapets, cupolas or other architectural features [so that, by way of example, a 5' screening wall would have to be located at least 10' back from the inside edge of the top of the main building wall]).

(g) The Buildings constructed on Lots 3 and 6 shall each not exceed 146,000 square feet in area or 89 feet in height.

(h) Any Building used for retail purposes (including, without limitation, medical offices, insurance agencies, and brokerage offices) shall not exceed 85,000 square feet.

(i) No Building constructed on Lot 3 shall be constructed within 375 feet of the southern boundary of the Property.

(j) Except for Buildings constructed on Lots 4, 5, or 7, no Building shall have south facing building signage.

(k) Only one Building, not exceeding 45,000 square feet, may be constructed on Lot 2.

(l) Any parapets, cupolas, or similar architectural features on Buildings shall not exceed 6 feet in height and shall comply with all applicable Laws.

7.2 Signage. All signage installed by an Owner must comply with all applicable Laws, the Tenant Signage Plan, and the Uniformity of Design Materials. Each Owner shall obtain all necessary governmental permits and approvals for signage to be installed on that Owner's Lot. Signs to be installed by an Owner shall be installed, operated and maintained by that Owner at that Owner's sole expense; and those signs shall be maintained in good working order with all letters and logos steadily illuminated and all boxing and covers in good repair. All signs shall be professionally prepared and shall not contain handwritten lettering or numbering. No exterior signs may be: (a) painted on the surface of any

Building; (b) flashing neon signs; or (c) signs employing exposed raceways, exposed ballast boxes or exposed transformers.

7.3 Declarant's Approval Rights.

(a) Architectural Compatibility/Content of Plans/Procedure. Declarant intends that all Buildings and other improvements within the Property be constructed, operated and maintained so that the Property shall be aesthetically and architecturally harmonious and shall comply with all unity of development criteria applicable to the Project. Accordingly, except as otherwise provided herein, all Buildings and related improvements, including the initial construction and any alterations, additions, exterior remodeling or reconstruction of any Buildings or other improvements shall be performed only in accordance with the Uniformity of Design Materials and pursuant to Plans approved by Declarant in writing (which approval shall not unreasonably be withheld). Prior to the commencement of the construction of any Building or other improvements on a Lot, the Owner or Permittee of that Lot shall deliver to Declarant, in triplicate, detailed plans and specifications for the proposed Building(s) and other improvements (collectively, the "**Plans**"), including (at a minimum) the following:

(i) scaled elevations, exterior design concepts and specifications, material selections and specifications (including samples) and color (including samples) for the exterior surfaces of each proposed Building and other improvements;

(ii) a complete site plan and specifications: (a) showing the location and size of each proposed Building and all other improvements on the Lot, including trash receptacles, trash compactors, service areas, mechanical and electrical equipment, fencing, structural screenings, landscaping screening and other Building appurtenances, loading areas, walkways, sidewalks, roadways, driveways, parking areas and spaces, curbs, gutters and other improvements; and (b) providing details as to the location, size and type of all Utility Lines to serve the Lot;

(iii) a signage plan and specifications showing the scaled elevations, design concepts, lighting fixture type (if applicable), lighting method (if applicable), material selections (including samples), color (including samples), configuration, location, height, size and verbiage for all signage to be located on the Lot;

(iv) a landscaping plan and specifications showing the proposed landscaping, including detailed information regarding the species, type, height and spacing of all trees, shrubs and other landscaping, reflecting the locations of all beams and including plans and specifications for any landscaping irrigation facilities to be installed, excluding any landscaping to be installed by Declarant;

(v) a lighting plan and specifications reflecting the plans and specifications for all exterior lighting fixtures, poles and facilities (including the location, height, size, fixture type, fixture shape, fixture and lighting color, fixture material and lighting method) to be installed on the Lot, including the lighting facilities to be installed in or near parking and driveway areas;

(vi) a detailed grading and drainage plan and specifications for the Lot, providing, without limitation, all relevant data and calculations with regard to the quantity and direction of storm water runoff from the Lot and the size, location and material types for all pipes, catch basins, headwalls, ditches, swales and other drainage structures and improvements; and

(vii) relevant information and documentation with respect to the finished grade elevation and topography of the Lot.

Declarant may disapprove the Plans on any reasonable grounds, including purely aesthetic reasons. Declarant shall either approve or disapprove the Plans in writing within 15 days following the receipt of the Plans. If Declarant disapproves the Plans, then one complete set of the Plans shall be marked "Disapproved," signed by Declarant and returned to the submitting party, accompanied by a reasonably detailed statement of items in the Plans found not to be acceptable. If Declarant approves the Plans, then any material modification to the Plans must be submitted to Declarant for review and approval in accordance with the procedure specified above. If Declarant disapproves the Plans, then, upon the resubmission to Declarant of the Plans (with revisions), Declarant shall either approve or disapprove the resubmitted Plans in writing within 10 days of the receipt of the Plans. If Declarant fails to either approve or disapprove any Plans or resubmitted Plans within the time periods provided above, such Plans or resubmitted Plans shall be deemed to have been approved. Upon the completion of the initial construction of any Building or other improvements in accordance with approved Plans, no alterations may be made to the Building or other improvements without the prior written approval (in the manner set forth above) of Declarant if such alterations would materially modify the exterior appearance of the Building or other improvements. In consideration of Declarant's review of any such proposed alterations, the submitting party shall pay Declarant's reasonable out of pocket expenses incurred in connection with such review, plus a reasonable administrative fee. Declarant shall inform the submitting party, in advance and in writing, of the amount of such expenses and fees. Declarant's approval is not required as to the interior designs or interior floor plans of any Building located on the Property.

(b) Non-Conforming or Unapproved Improvements. In addition to any other remedies permitted by this Declaration, Declarant may require that any Owner restore, at the Owner's expense, its Lot to the condition that existed prior to the construction of any Building or other improvements thereon ("restoration," for purposes of this Section 7.3(b), includes the demolition and removal of any unapproved Building or other improvements) if such Building or other improvements were commenced or constructed in violation of Section 7.3(a) above. In addition, Declarant may, but is not obligated to, cause the restoration to be performed and shall be entitled to assess the responsible Owner for the restoration costs in accordance with Section 10.4.

(c) Limitation of Liability. Neither Declarant nor its partners, managers, members, officers, directors, employees and/or agents shall be liable in damages or otherwise to any Owner or Permittee by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal or resubmittal of Plans for review and approval under this Declaration. No Owner or Permittee or other party who submits or resubmits Plans on behalf of an Owner or Permittee may bring any action against Declarant or its partners, managers, members, officers, directors, employees and/or agents to recover any such damages, and such parties hereby release all claims, demands and causes of action for damages arising out of or in connection with any mistake of judgment, negligence or nonfeasance of Declarant or its partners, managers, members, officers, directors, employees and/or agents relating to the review and approval, disapproval or failure to respond with respect to any Plans which are submitted or resubmitted under this Declaration. Such parties waive all rights and entitlements they may have under any provision or principle of law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

(d) No Liability for Design or Other Defects. The approval of any Plans under this Declaration by Declarant shall not impose any liability or responsibility whatsoever on Declarant or its partners, members, managers, officers, directors, employees and/or agents (i) with respect to the compliance or non-compliance of the Plans, or any Building and other improvements erected or installed in accordance therewith, with applicable Laws; or (ii) with respect to defects in or relating to the Plans, including defects relating to engineering matters, structural design matters and the quality or suitability of materials.

7.4 Parking. Each Owner of a Buildable Lot shall maintain on its Lot at least the number of parking spaces required by Laws (as modified or waived by the City of Durham Planning Department). Additionally, because the Project is a mixed use development that contemplates the common use of parking spaces within the Project, the City of Durham Planning Department has granted a 20% reduction in the number of parking spaces required by Laws to be located on such Owner's Lot. For purposes of the approval of the Project by the City of Durham Planning Department, parking spaces have been aggregated among all Lots. Declarant shall have no obligation to enforce any parking rules or regulations established by this Declaration, Laws, or otherwise.

7.5 General Requirements and Restrictions Regarding Construction. All construction activities within the Property shall be performed: (a) in a good and workmanlike manner, using first-class materials and in compliance with all Laws; (b) so as not to unreasonably interfere with any construction work being performed on the remainder of the Property; and (c) so as not to unreasonably interfere with the use, occupancy or enjoyment of any other portion of the Property. All construction activities within the Property, once commenced, shall be prosecuted continuously, promptly and with due diligence to completion.

ARTICLE VIII MAINTENANCE AND REPAIR

8.1 Maintenance of Common Elements by Declarant.

(a) Declarant's Responsibility. Pursuant to Section 4.1, Declarant shall maintain and keep in good repair the Common Elements, such maintenance to be funded as hereinafter provided.

(b) Payment of Common Expenses by Owners. Except as provided in Sections 8.1(c), 8.1(d), and 8.1(e) below, all costs associated with maintenance, repair and replacement of the Common Elements, including, without limitation, taxes assessed on Lot 1 or on any portion of the Common Elements not located on a Buildable Lot, shall be allocated among all Buildable Lots based on their Percentage Share and paid by the applicable Lot Owner when assessed by Declarant in accordance with Article X. The Percentage Share of each Lot is set forth on **Exhibit J**, attached hereto. Declarant may provide maintenance services to the Property directly or through its affiliates. Declarant cannot and does not assure or represent that such services will be at a cost lower than may otherwise be available from other sources, but shall be required to contract for and perform such services at fair-market rates. In this regard, Declarant shall have the right to charge (i) the cost incurred (on a time and materials basis) for supervision and administration of such services at fair-market rates in Durham, North Carolina, plus (ii) a management and/or administrative fee in the amount of 5% of such maintenance, repair and replacement costs (exclusive of insurance premiums, utilities, real estate taxes and single expenditures in excess of \$10,000).

(c) Common Drive A. All costs associated with maintenance, repair and replacement of Common Drive A shall be allocated 50% to the Owner of Lot 2 and 50% to the Owner of Lot 3 and paid when assessed by Declarant in accordance with Article X.

(d) Common Drive B. All costs associated with maintenance, repair and replacement of Common Drive B shall be allocated 25% to each of the Owners of Lots 4, 5, 6, and 7 and paid when assessed by Declarant in accordance with Article X. In the event Lots 4 and 7 are combined into one Lot, the Owner of such combined Lot shall be responsible for 50% of the maintenance costs described in this Section 8.1(d).

(e) Monument Sign. All costs associated with maintenance, repair, relocation and replacement of the portion of the Monument Sign reading “Westpoint at 751” or otherwise describing the entire Project shall be allocated among all Buildable Lots based on their Percentage Share. Additionally, all costs associated with maintenance, repair, relocation and replacement of any portion of the Monument Sign identifying a specific business shall be paid by the Owner whose business is so listed on the Monument Sign. For the avoidance of doubt, the Owner of Lot 3 shall pay all costs associated with maintenance, repair, relocation and replacement of the “Hyatt Place” sign included on the Monument Sign.

8.2 Additional Responsibility. Declarant may assume maintenance responsibility for property within any Lot by agreement with the Owner of the Lot. All costs of maintenance pursuant to this Section 8.2 shall be assessed only against the Lot to which the services are provided.

8.3 Maintenance by Owners.

(a) Except for any Common Elements located on its Lot which are to be maintained by Declarant, the Owner of each Lot shall maintain, repair and replace all improvements on its Lot (including landscaping improvements that are not part of the Common Elements) in a good, clean and first-class condition and state of repair and in compliance with all Laws. Each Owner shall perform its obligations under this Section 8.3(a) in a good and workmanlike manner. This maintenance obligation includes the following:

(i) To keep and maintain the exterior of all Buildings, and all sidewalks, roadways, walkways and paved parking surfaces in a good, clean and first-class condition at all times, and to remove promptly, to the extent reasonably practicable, snow, ice, surface water and debris;

(ii) To keep all directional signs, pavement signs and parking lot striping distinct and legible;

(iii) To repair, replace and renew exterior lighting fixtures and bulbs, tubes and ballasts therefor as may be necessary;

(iv) To care for and replant all landscaped and planted areas so as not to allow dead or unsightly plants to remain within the Lot; and

(v) To maintain and repair at its sole cost and expense any Utility Lines located on the Owner’s Lot and exclusively serving the Owner’s Lot, unless the same is dedicated to and accepted for public maintenance purposes by a public utility company and/or governmental authority. To the extent any Utility Lines exclusively serving a Lot cross another Lot, the Owner of the Lot that is exclusively served by the Utility Lines shall maintain and repair at its sole cost and expense such Utility Lines, unless the same are dedicated to and accepted for public maintenance purposes by a public utility company and/or a governmental authority. To the extent that any Utility Lines serve more than one Lot, the Owners of the Lots served by those Utility Lines shall maintain and repair those Utility Lines at their sole expense (such expense to be allocated among the benefited Lots based on their relative Percentage Shares), unless the same are dedicated to and accepted for public maintenance purposes by a public utility company and/or a governmental authority. For the avoidance of confusion, Utility Lines that are main trunk lines shall be Common Elements that will be maintained by Declarant and all repair, maintenance, relocation, and replacement expenses related to such Utility Lines shall be expenses for the maintenance of Common Elements paid for by the Owners pursuant to Section 8.1(b).

(b) If any of the improvements on a Lot are damaged by fire or other casualty (whether insured or not), then the Owner upon whose Lot those improvements are located shall promptly remove the debris resulting from that event and within 6 months after such event shall either (i) repair or restore the damaged improvements in accordance with this Declaration, (ii) erect other improvements in that location, subject to this Declaration, or (iii) demolish all of the improvements or just the damaged portion of the improvements (at the Owner's option), restore any remaining improvements (if any) to an architectural whole (subject to Declarant's review and approval of Plans therefor), remove all rubbish and pave or grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. Each Owner shall have the option to choose among the aforesaid alternatives, but each Owner shall be obligated to perform one of such alternatives.

(c) If an Owner fails to maintain the improvements located on such Owner's Lot in the manner as provided above in Section 8.3(a), upon ten (10) days written notice to such Owner, Declarant may, but is not obligated to, perform such maintenance on such Owner's behalf, and each Owner grants to Declarant and any contractors or agents of Declarant a temporary, non-exclusive access and maintenance easement over such Owner's Lot for performing such maintenance. Upon completion of any maintenance pursuant to this Section 8.3(c), Declarant shall restore the portions of any Lot that were affected by such activities to substantially the same condition as existed before such maintenance work, to the extent practicable under then-current conditions, and repair, in a good and workmanlike manner, any damage to such Lot which may be caused by virtue of such maintenance. Upon the completion of any maintenance performed by Declarant pursuant to this Section 8.3(c), Declarant shall submit to the Lot Owner an invoice and proof of payment of such invoice for such work, and within thirty (30) days after receiving such invoice, the Owner receiving such invoice shall pay to Declarant the amounts shown on such invoice. Any amounts payable under this Section 8.3(c) shall be an obligation running with the land and shall comprise a lien on the applicable Lot until paid. Each Owner hereby acknowledges and unconditionally consents to such lien being placed upon its Lot in the event of such Owner's failure to pay as described in this Section 8.3(c).

ARTICLE IX OPERATIONS

9.1 Permitted Uses.

(a) Without the prior written consent of Declarant, no portion of the Property shall be used for any purpose other than: (i) retail sales or services (retail services to include, for illustrative purposes only and without limitation, grocery stores, dry cleaners (pickup/dropoff only), beauty parlors, florists, shoe repair shops, video stores, and restaurants (including fast food restaurants); (ii) office uses that are normally found in community-oriented retail shopping centers (such as, but not limited to, offices of dentists, accountants, attorneys and doctors; insurance agency and real estate brokerage offices; and offices of travel agencies, banks and other financial institutions), and (iii) hotels.

(b) Without the prior written consent of Declarant and the Owner of Lot 2, no portion of the Property (other than Lot 2) may be leased, rented, sold or otherwise permitted to be owned, controlled, leased, used or occupied as a "retail grocery store" as such term is defined on **Exhibit H** attached hereto.

(c) Any building constructed on Lot 4 must be developed as a full service restaurant with wait staff and "sit-down" menu service. If Lot 4 is subject to a lease, such lease shall not permit the tenant thereunder to "go dark" under the terms of such lease. Furthermore, any such lease shall have an operating covenant and further require Declarant to enforce a termination and recapture of the leased premises in the event that the restaurant owner does not operate in the space (excluding reasonable

periods for upfit or restoration in the event of a casualty), with the further obligation on the Owner of Lot 4 to use commercially reasonable efforts to re-let the premises to another restaurant operator.

(d) After the conveyance of a Lot, Declarant may not establish any additional uses or restrictions for that Lot without the consent of the Owner of that Lot. Declarant may establish additional restrictions for Lots within the Property that are not yet conveyed as of the date of this Declaration by provisions in the deeds to the Lots or by amendment to this Declaration made prior to or simultaneously with the conveyance of the affected Lots.

9.2 Prohibited Uses.

(a) No portion of the Property may be used for any of the purposes listed on **Exhibit H.**

(b) For so long as a hotel is being operated on Lot 3 or Lot 6, no portion of the Property other than Lot 3 and Lot 6 shall be used for the operation of a hotel. The restriction contained in this Section 9.2(b) shall expire on the date that is 20 years after the recording of this Declaration.

(c) Lot 4 may not be used for any purpose other than as a restaurant that complies with the provisions of Section 9.1(c).

9.3 Insurance.

(a) **Liability Insurance.** From and after the date an Owner acquires title to its Lot, each Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with an A.M Best rating of A- or better and licensed to do business in North Carolina. Such policy or policies shall insure against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the condition, use or occupancy of such Owner's Lot or the improvements located thereon; and such insurance shall provide for a limit of not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$5,000,000 (including coverage under an umbrella policy) with respect to bodily injury, personal injury, and property damage. Deductible amounts for such insurance policies may not exceed \$20,000. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Declaration. Any Owner selling alcoholic beverages on its Lot shall also obtain a "liquor liability" rider, acceptable to Declarant in its sole discretion, to the liability insurance policy such Owner is required to maintain hereunder. For any Owner with a net worth in excess of \$50,000,000, (i) the minimum aggregate limit described above shall be \$2,000,000, (ii) such Owner shall not be required to obtain additional contractual liability insurance in excess of the coverage, if any, included in such Owner's commercial general liability policy, and (iii) the restriction on deductible amounts shall not apply.

(b) **Insurance Relating to Construction Activities.** Effective upon the commencement of construction of Buildings on a Buildable Lot, the Owner of such Lot shall carry, or cause to be carried, with a financially responsible insurance company or companies licensed to do business in the State of North Carolina insurance against loss or damage by fire or other casualty (with an extended coverage endorsement) in an amount at least equal to one hundred percent (100%) of the replacement cost (exclusive of the cost of excavation, foundations, and footings) of the Buildings and improvements constructed on its Lot. Such insurance shall insure against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of fire insurance with an extended coverage or "all risk" endorsement, and specifically against at least the following perils: loss or damage by fire, windstorm, tornado, hail, explosion,

malicious mischief, vandalism, aircraft, vehicle, and smoke damage. Notwithstanding the foregoing provisions hereof to the contrary, the Owner of Lot 2 shall have the right to carry, in lieu of the above-described insurance, a policy of fire and casualty insurance in the form of FLEXA (fire, lightning, explosion, and aircraft) coverage, insuring all improvements located on Lot 2. Additionally, prior to commencing any construction activities within the Property, the Owner performing or causing to be performed such construction activities shall maintain, or cause to be maintained, so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' Compensation – as required by applicable Laws;

(ii) Employer's Liability – as required by applicable Laws; and

(iii) Commercial General Liability on an occurrence basis with personal injury coverage and broad form property damage (said policy shall identify Declarant as an additional insured and be endorsed to remove the XCU exclusion (if any) relating to explosion, collapse, and underground property damage) as follows:

(A) Bodily Injury - \$2,000,000 per person, \$5,000,000 per occurrence (\$2,000,000 per occurrence for any Owner with a net worth in excess of \$50,000,000); and

(B) Property Damage - \$1,000,000 per occurrence, \$5,000,000 aggregate (\$2,000,000 aggregate for any Owner with a net worth in excess of \$50,000,000).

(c) Mutual Release; Waiver of Subrogation. Notwithstanding any of the provisions of this Declaration to the contrary, and with respect to casualty insurance only, each Owner waives all claims, rights of recovery and subrogation rights against the other Owners for any property loss or damage if this Declaration required that loss or damage to be covered by insurance or if the loss or damage is otherwise covered by insurance benefiting the Owner incurring the loss or damage. This waiver shall apply regardless of the negligence of any Owner, its agents, employees and representatives, and shall apply without regard to the limits of the insurance that this Declaration requires the Owner to maintain or that is otherwise maintained by the Owner. If any insurance policy does not expressly allow the insured to waive rights of subrogation before loss, then the Owner obtaining the policy shall cause that policy to be endorsed to allow waiver of subrogation.

(d) Self-Insurance. For so long as an Owner maintains a net worth of Fifty Million Dollars (\$50,000,000.00), such Owner shall have the right to "self insure" any portion or all of the above-described risks of loss set forth in this Section 9.3.

(e) Waiver of Recovery. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, members, employees, agents, tenants and Permittees for any damage or consequential loss which is covered by or would be covered by the policies required to be carried by such Owner hereunder, to the extent of the proceeds payable (or that would be payable) under such policies. The foregoing waivers shall apply equally to any Owner which elects to be self-insured, in whole or in part, as hereinabove provided, as if such Owner were independently insured to the extent required hereunder.

(f) Evidence of Insurance. Upon request of Declarant, each Owner shall provide evidence of any insurance required to be carried by such Owner hereunder.

9.4 Indemnification. Each Owner of a Buildable Lot shall indemnify, defend and hold harmless Declarant and the other Owners from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising directly out of any personal injury or property damage caused solely by (a) such Owner's construction of Buildings or other improvements on its Lot or (b) such Owner's entry on another Owner's Lot. Declarant shall indemnify, defend and hold harmless each Owner of a Buildable Lot from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising directly out of any personal injury or property damage caused solely by (y) Declarant's construction of improvements on or about the Property, or (z) Declarant's maintenance, repair or replacement of improvements on or about the Property. Any indemnification claim asserted against a party pursuant to this Section 9.4 shall be barred and of no force or effect if such claim is asserted after the expiration of any statute of limitations that would be applicable to such claim if asserted in the courts of the State of North Carolina.

9.5 Liens. If any mechanic's lien, materialmen's lien or other lien is filed against an Owner's Lot as a result of services performed or materials furnished by a third party to another Owner (including Declarant), then the Owner (including Declarant) permitting or causing the lien to be so filed shall cause the lien to be released and discharged of record within 15 days after notification from the Owner whose Lot is subject to the claim of lien, either by paying the indebtedness which gave rise to the lien or by posting a bond or other security as required by law to obtain the release and discharge. The Owner (including Declarant) permitting or causing the lien to be so filed shall indemnify, defend, and hold harmless the other Owner against liability, loss, damage, costs and expenses (including reasonable attorneys' fees) on account of the claim of lien.

9.6 Taxes and Assessments. Each Owner shall pay, prior to delinquency, all taxes and assessments with respect to its Lot, the Buildings and other improvements located on its Lot, including any personal taxes.

ARTICLE X ASSESSMENTS

10.1 Creation of Assessments. There are hereby created assessments for Declarant's expenses to be commenced at the time and in the manner set forth in this Article X. There shall be three (3) types of assessments: (a) assessments to fund Declarant's maintenance of the Common Elements for the general benefit of all Lots ("**Common Expense Assessments**"); (b) special assessments as described in Section 10.3 below; and (c) specific assessments as described in Section 10.4 below. Each Owner is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at the Default Rate (defined in Section 12.1 below) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 10.5. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of any Person who was the Owner of such Lot at the time the assessment arose and the Person who was the owner of all or some portion of such Lot at the time the assessment arose. In the event of a transfer of title to a Lot or portion thereof, the grantee shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of conveyance to the grantee.

Declarant shall, upon demand at any time, furnish to any Owner or Permittee liable for any type of assessment a certificate in writing signed by Declarant setting forth (i) the Common Expense Assessment for the current year, (ii) the amount of any pending assessments, including any special assessments or specific assessments, and (iii) whether such assessment has been paid as to any particular Lot or portion thereof. Such

certificate shall be conclusive evidence of payment to Declarant of such assessment therein stated to be *pending and to have been paid*.

Assessments shall be paid in such manner and on such dates as may be fixed by Declarant. If Declarant so elects, assessments may be paid in quarterly or annual installments. Unless Declarant otherwise provides, the Common Expense Assessment shall be due and payable annually with the same being due in advance within 45 days following Declarant's delivery to each Owner of an annual budget of planned expenses for the Common Elements for the ensuing year (the "**Annual Budget**"). Declarant will provide the Owners with the Annual Budget by December 15 of the year immediately prior to the year to which such Annual Budget relates. The total amount of each Annual Budget shall not differ by more than five percent (5%) from the prior year's Annual Budget without a reasonable written explanation from Declarant.

If any Owner is delinquent in paying any assessments or other charges levied on its Lot, Declarant may require any unpaid installments of all outstanding assessments to be paid in full immediately. Within 90 days after the end of each calendar year, Declarant shall deliver to each Owner a statement showing in detail the costs and expenses incurred by Declarant for the operation and maintenance of the Common Elements during the previous calendar year, together with supporting documentation of all such costs and expenses. Any deficiencies in the payments made by the Owners shall be paid by Owners to Declarant within 30 days of receipt of demand therefor. Any surplus paid by the Owners during the preceding year shall be applied against the assessment next due.

The obligation to pay assessments is a separate and independent covenant on the part of each Owner. If Declarant *should be in default in the performance of any of its obligations under this Declaration, which default continues for a period of more than 30 days after receipt of written notice from an Owner specifying such default, or if such default is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure (provided Declarant has undertaken procedures to cure the default within such 30 day period and diligently pursue such efforts to cure to completion)*, each Owner may, in addition to availing itself of any other remedies available at law and in equity, at its option, upon written notice, incur any expense reasonably necessary to perform the obligation of Declarant specified in such notice and deduct such expense from the assessment(s) next becoming due.

10.2 Allocation of Common Expense Assessments. Common Expense Assessments shall be allocated among the Owners of Buildable Lots as set forth in Sections 8.1(b), 8.1(c), 8.1(d), and 8.1(e).

10.3 Special Assessments.

(a) **Unanticipated Expenses.** In addition to other assessments authorized hereunder, Declarant may levy special assessments from time to time to cover unanticipated expenses reasonably incurred by Declarant in connection with its obligations under this Declaration. Such special assessment may be levied against all Lots, if such special assessment is for expenses pertaining to the Common Elements other than Common Drive A or Common Drive B, or against the appropriate Lot(s) if such special assessment is for expenses related to Common Drive A, Common Drive B, or other matters specific to certain Lot(s) and not included in the Common Elements. Any levy of a special assessment shall include a statement showing in detail the costs and expenses incurred by Declarant that gave rise to the special assessment together with supporting documentation of all such costs and expenses incurred. Special assessments shall be payable within thirty (30) days after delivery of notice of such assessment by Declarant. Special assessments may, in Declarant's sole discretion, be payable in installments extending beyond the fiscal year in which the unanticipated expenses are incurred or expected to be incurred.

(b) Costs to Cure Non-compliance. Declarant may levy a special assessment against any Lot or Lots to reimburse Declarant for costs incurred in bringing the Lot or Lots into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, or any Project rules and regulations.

10.4 Specific Assessments. Declarant shall have the power to specifically assess expenses of Declarant against the Owner(s) of certain Lot(s) (a) that are incurred as a consequence of the conduct of such Owner(s) or their tenants or lessees of a Lot; or (b) costs and expenses of any damages to the Common Elements (including an administrative fee not to exceed five percent (5%) of such costs and expenses) caused by the actions, including any negligent actions, of such Owner(s) and/or their tenants or lessees of a Lot.

10.5 Lien for Assessments. All assessments levied against any Lot remaining unpaid for a period of thirty (30) days or longer, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Lot in favor of Declarant. Declarant shall evidence the existence of the lien by filing a claim of lien in the Office of the Clerk of the Superior Court of Durham County, North Carolina. The claim of lien shall set forth the address of Declarant, the name of the record owner(s) of the Lot, a description of the Lot and separately owned portions thereof, and the amount of the lien claimed in respect to the Lots and separately owned portions thereof.

10.6 Enforcement; Remedies of Declarant. Any assessments or installments of assessments which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than 30 days shall incur a late charge in the amount of \$100.00 and, if not paid within 10 days following Declarant's delivery of written notice of delinquency, shall bear interest at the Default Rate defined in Section 12.1 below. Declarant shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date and may (but shall not be obligated to) cause a notice of delinquency to be given to said Owner's Permittees occupying portions of the Lot. If the assessment is not paid within thirty (30) days, a lien shall be filed as provided in Section 10.5 above and, in addition, the lien shall include the late charge, interest at the Default Rate, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, Declarant may institute suit to collect such amounts and/or to foreclose its lien. Each Owner and its Permittees, by acceptance of a deed or as a party to any other type of a conveyance, vests in Declarant or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of Declarant and shall be for the benefit of all other Owners and their Permittees.

No Owner or Permittee may waive or otherwise exempt himself or herself from liability for assessments, by abandoning the Lot or portion thereof or in any other manner. As set forth in Section 10.1 above, the obligation to pay assessments is a separate and independent covenant on the part of each Owner; provided, however, an Owner shall have the right to contest any assessment and to withhold payment of any such assessment by reason of any alleged failure of Declarant to take some action or perform some function required to be taken or performed by Declarant under this Declaration.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, and to delinquent assessments.

10.7 Lien Subordination. Except as provided below, any lien in favor of Declarant pursuant to this Article X shall be subordinate and inferior to any first lien Mortgage granted by an Owner in favor of any financial institution. The sale or transfer of any Lot or portion thereof shall not affect the assessment lien or relieve such Lot (including, without limitation, any Mortgagee in possession of such Lot) or portion thereof from the lien for any assessments thereafter becoming due. Any sale or transfer of any Lot or portion thereof pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall remain

subject to the lien as to any installments of such assessments which became due prior to such sale or transfer. All Common Expense Assessments and costs, together with interest thereon (at the Default Rate) and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the record Owner of the relevant Lot at the time when the Common Expense Assessments or costs are due.

ARTICLE XI TERM

This Declaration shall continue in effect for the lesser of (a) 45 years and (b) the maximum period as may be permitted under the laws of the State of North Carolina. Upon the expiration of such period, this Declaration shall automatically renew for successive 5 year terms unless the Owners of a majority of the Lots (by acreage) elect not to so renew this Declaration. Any perpetual easements created herein shall survive the termination or expiration of this Declaration. Upon the termination of this Declaration, all rights and obligations under this Declaration, except as to the easement provisions mentioned above, shall terminate. Notwithstanding the foregoing, the termination of this Declaration shall not limit or affect any remedy at law or in equity of any party against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination. In no event shall a breach or default under the provisions of this Declaration result in the termination hereof.

ARTICLE XII MISCELLANEOUS

12.1 Interest. If under this Declaration any party is required to pay any other party a sum of money with interest, then the interest to be paid shall be calculated on the sum advanced or due from the time advanced or due until the time paid at the greater of (a) five percent (5%) per annum in excess of the prime rate from time to time publicly announced by Bank of America, N.A., or its successor or (b) eight percent (8%) (the "**Default Rate**"). If the Default Rate as determined in accordance with the preceding sentence is in excess of the highest rate permitted by Laws, the Default Rate shall be automatically adjusted downward to the highest rate permitted by Laws.

12.2 Notices. Any notice contemplated by this Declaration must be in writing, addressed as set forth in the records maintained by the Durham County Tax Assessors Office and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one business day after deposit with such courier; or (c) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any Owner may change its address by giving the other Owners five days' advance written notice of such change.

12.3 Notice to Mortgagees; Mortgagee Cure Rights. If an Owner provides Declarant or any other Owner with notice of the name and address of the holder or beneficiary of any Mortgage on all or any part of that Owner's Lot, then Declarant or the other Owner shall provide a copy of any notice or demand made on that Owner to the holder or beneficiary of the Mortgage. In the case of any default by the Owner whose Lot is subject to the Mortgage, the non-defaulting Owner(s) shall allow the holder or beneficiary the same period of time as the defaulting Owner is allowed under this Declaration to cure the default.

12.4 Notice of Sale. In the event that any person or entity (the "**Acquiring Party**") shall acquire a fee or mortgage interest in any parcel subject to this Declaration, or any portion thereof, from a Person other than Declarant, the Acquiring Party shall execute and file in the Office of the Register of

Deeds of Durham County, North Carolina, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Declaration may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to Declarant. Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 12.4, it shall not be entitled to receive any notice required or permitted to be given under this Declaration, and Declarant shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 12.4 regarding the recordation of the Notice Statement are satisfied with respect to Declarant.

12.5 Declarant's Rights Assignable. All rights of Declarant in this Declaration may be assigned to any other Person (including, without limitation, an association of the Owners) assuming the obligations of Declarant pertaining to the particular Declarant's rights assigned. Upon any such Person's (including an association of the Owners) evidencing its consent in writing to accept such assignment and assume such obligations that Person shall, to the extent of such assignments, have the same rights and be subject to the same obligations as Declarant. However, the mere sale, ground lease or other conveyance of any portion of the Property by Declarant shall not constitute an assignment to any purchaser, lessee or transferee thereof of the rights of Declarant unless expressly stated otherwise in any such instrument, or by another instrument executed by Declarant evidencing such assignment. Any assignment made under this Section 12.5 shall be in recordable form and shall be recorded in the Durham County Register of Deeds. With respect to any rights of Declarant which are exclusively assigned under this Section 12.5, the assignee shall thereafter be deemed to be Declarant under this Declaration; and the Owners shall then look solely to such assignee in connection with the performance of any responsibilities and obligations of Declarant encompassed by such rights. Notwithstanding anything in this Section 12.5 to the contrary, any assignment of Declarant's rights and obligations must include all of Declarant's rights and obligations and not just a portion thereof. In the event that Declarant assigns its rights and obligations under this Declaration to an association of the Owners, each Lot Owner shall be a member of such association, and such association shall allocate expenses for Common Elements in the same manner as set forth in this Declaration. Such association will have a board of directors, will be authorized to impose sanctions for violation of the Declaration, and will be permitted to impose rules and regulations applicable to the Project. For the avoidance of confusion, approval of the Owners is not required for Declarant to assign its rights hereunder.

Notwithstanding any other provision of this Declaration to the contrary, at such time as Declarant has conveyed or otherwise transferred four (4) of the Buildable Lots to any other Person, Declarant (or its successor under these Declarations) shall be required to form a non-profit North Carolina corporation to serve as an owners association for the Project and Declarant (or its successor) shall convey all of Declarant's rights under this Declaration to such owners association. All Owners, by virtue of their ownership interest in a Lot, shall be members of the owners association with a number of votes corresponding to the percentage share of each lot owned by the Owner, rounded to the nearest 1/100ths of a percent. The owners association shall thereafter assume and exercise all of the rights and obligations of the Declarant under this Declaration. Nothing herein, however, shall relieve Declarant of its obligation to complete the installation of the Common Elements to be installed by Declarant pursuant to Section 4.4.

Any of Declarant's repair, maintenance, replacement, or relocation obligations under this Declaration may be delegated to an agent, representative, or independent contractor of Declarant retained for such purpose. Any contract between Declarant and any such third party to perform work pursuant to this Declaration must be terminable on 30 days notice and assignable to the owners association referred to in the previous paragraph.

12.6 Covenants Run with the Land. The terms of this Declaration and all easements established by this Declaration shall constitute covenants running with, and shall be appurtenant to, the land affected. This Declaration and the easements established by this Declaration shall inure to the benefit of and be binding upon the parties which have an interest in the benefited or burdened land and their respective successors and assigns in title. This Declaration is not intended to supersede or amend the provisions of any prior instrument affecting the Property.

12.7 Negation of Partnership. This Declaration shall not be deemed to create a partnership between or among the Owners in their respective businesses or otherwise.

12.8 Not a Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use.

12.9 Severability. If any provision in this Declaration shall be held invalid or unenforceable by judgment or court order, then the validity and enforceability of the other provisions hereof shall remain in full force and effect.

12.10 Amendments. This Declaration may not be amended except by a written agreement recorded in the Durham County Register of Deeds and executed by (a) the Owner of Lot 2, (b) the Owner of Lot 3, (c) Owners or Owners owning at that time, in the aggregate, fee simple title to at least 67% of the total acreage within the boundaries of the Property (including Lots 2 and 3), and (d) by Declarant (if Declarant is then an Owner).

12.11 Interpretation. Except as otherwise specified in this Declaration: “includes” and “including” mean includes or including by way of illustration and not by way of limitation; “may” is permissive; references to Exhibits, Articles, Sections or subsections are to those attached to or included in this Declaration, and all Exhibits are incorporated into this Declaration; and the paragraph and other headings in this Declaration are for convenience only and do not limit or expand any provisions of this Declaration.

12.12 Benefit of Easements and Restrictions. The easements, rights, privileges, restrictions and covenants granted, established and created by this Declaration shall be for the benefit of and restricted solely to Declarant and the Owners (and their Permittees). No Permittee, tenant, subtenant, agent, guest, invitee or licensee of an Owner shall have the right to amend or enforce any provision of this Declaration or file or prosecute any action or claim for any legal or equitable remedy related to this Declaration, nor shall such Permittees, tenants, subtenants, agents, invitees and licensees of an Owner be required to consent to any modification or termination of this Declaration.

12.13 Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

12.14 Force Majeure. Declarant and Owners shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Declaration when prevented from so doing by force majeure. The term “force majeure” means: fire, flood, extreme weather, labor disputes, strike, lock-out, riot, acts or threats of terrorism, government interference (including regulation, appropriation or rationing), Act of God, or other causes beyond the reasonable control of Declarant or an Owner, as the case may be. Force majeure does not apply to any obligations for the timely payment of Common Expense Assessments or other moneys due

hereunder unless banks are closed due to the force majeure event, and then delay will be excused only for the period of time that the banks are so closed.


12.15 Governing Law. This Declaration is governed by North Carolina law.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the day and year first above written.

DECLARANT:

WESTPOINT AT 751, LLC

By: 
Kirk J. Bradley, Manager

Wake County, State of North Carolina

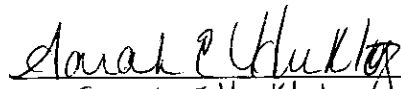
I certify that the following person personally appeared before me this day, and

- I have personal knowledge of the identity of the principal
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Driver License
- A credible witness has sworn to the identity of the principal;

acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Kirk J. Bradley	Manager, Westpoint at 751, LLC

Date: 3/24/2011


Sarah E. Herklotz, Notary Public
(print name)

(official seal)

My commission expires: 1-18-2016

[AFFIX NOTARIAL STAMP OR SEAL]

<p>SARAH E. HERKLOTZ NOTARY PUBLIC JOHNSTON COUNTY, N.C. My Commission Expires 1-18-2016.</p>
--

Exhibit A

Legal Description of Property

All that certain lot or parcel of land situated in Triangle Township, Durham County, North Carolina and more particularly described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, and 7 containing approximately 17.36 acres as shown on plat entitled "Subdivision Plat For Westpoint at 751 LLC," prepared by CE Group, Inc. and recorded on March 2, 2011 in Plat Book 187, Page 203, Durham County Registry.

Exhibit B

DRB Committed Elements

1. LIGHT LEVELS ALONG THE NORTHERN EDGE OF THE 100' STREAM BUFFER SHALL CONFORM TO THE LIGHT STANDARDS REQUIRED AT PROPERTY LINES PER SECTION 7.4 IN THE DURHAM UDO.
2. DEDICATE ADDITIONAL RIGHT-OF-WAY TO PROVIDE A MINIMUM OF TEN FEET (10') BEHIND THE EXISTING AND PROPOSED BACK OF CURB ALONG THE WESTERN CURB LINE OF THE SITE FRONTAGE OF NC 751.
3. A 10' WIDE PEDESTRIAN EASEMENT SHALL BE PROVIDED IN THE SOUTHEAST CORNER OF THE PROPERTY AS CONCEPTUALLY SHOWN ON SHEET DP-2.0.
4. ANY PROPOSED RETAINING WALLS LOCATED ALONG THE STREAM BUFFER SHALL BE OF A DARK EARTH TONE COLOR.
5. THE COMMITTED USE FOR THE PROPOSED BUILDINGS GRAPHICALLY SHOWN ON DP-2.0 SHALL BE A HOTEL USE AND SHALL NOT EXCEED 146,000 SF.
6. NO SINGLE RETAIL USE SHALL BE LARGER THAN 85,000 SF.
7. SUBJECT TO MUTCD WARRANTS AND APPROVAL BY NCDOT, INSTALL A TRAFFIC SIGNAL WITH STEEL POLES, MAST ARMS, AT THE INTERSECTION OF NC 751 AND EAGLE VIEW DRIVE. THE SIGNAL WILL INCLUDE COUNTDOWN PEDESTRIAN SIGNALS AND INTERCONNECT CABLE TO COORDINATE THE SIGNAL WITH THE EXISTING SIGNAL AT NC 751 AND RENAISSANCE PARKWAY. IF WARRANTED AND APPROVED BY NCDOT, THE SIGNAL WILL BE INSTALLED PRIOR TO THE FINAL CERTIFICATE OF OCCUPANCY OR JANUARY 31, 2011 (WHICHEVER OCCURS FIRST).
8. NO BUILDINGS SHALL BE CONSTRUCTED WITHIN 375' OF THE SOUTHERN PROPERTY LINE, ONLY SOUTH OF BUILDING ENVELOPE A, AS SHOWN ON DP-2.0.
9. WITH THE EXCEPTION OF BUILDINGS IN ENVELOPE D AS SHOWN ON DP-2.0, NO SOUTH FACING BUILDING SIGNAGE SHALL BE ALLOWED.
10. BUILDING IN ENVELOPE C SHALL NOT EXCEED 45,000 SF.
11. BUILDINGS IN ENVELOPE A AND B AS SHOWN ON DP 2.0 WILL NOT EXCEED 89' IN HEIGHT.
12. 14 EVERGREEN TREES INSTALLED AT 8'-10' IN HEIGHT AND AN EVERGREEN HEDGE INSTALLED AT 24"-30" IN HEIGHT AND SPACED AT 36" ON CENTER SHALL BE PROVIDED ALONG THE EDGE OF ANY PARKING LOT IMMEDIATELY ADJACENT TO THE STREAM BUFFER AS SHOWN ON DP-2.0.
13. LANDSCAPE TREATMENT ALONG THE DEVELOPED PORTION OF NC 751 SHALL INCLUDE INTERMITTENT WALLS WITH LANDSCAPE SIMILAR TO THOSE MATERIALS LOCATED AT THE RENAISSANCE VILLAGE DEVELOPMENT (PIN: 0718-03-23-9683) THAT IS CONSISTENT AS DETERMINED BY THE PLANNING DIRECTOR.
14. THE DEVELOPER SHALL CONSTRUCT A 4' BIKE LANE ACROSS THE FRONTAGE OF THE PROPERTY IN ACCORDANCE WITH CITY OF DURHAM AND NCDOT GUIDELINES.
15. FOUR FEET OF ADDITIONAL ASPHALT FOR A FUTURE BICYCLE LANE WILL BE INSTALLED AS PART OF THE OFFSITE ROAD IMPROVEMENTS ON SOUTHBOUND NC 751 SOUTH OF THE SOUTHERN PROPERTY LINE FOR THE FULL LENGTH OF THE OUTSIDE SOUTHBOUND THROUGH LANE AS APPROVED BY NCDOT.
16. AT THE TIME OF SITE PLAN APPROVAL, THE DEVELOPER AGREES THAT THE TOTAL NITROGEN EXPORT FOR THIS PROJECT SHALL BE MITIGATED TO 2.2 POUNDS/ACRE/YEAR AS CALCULATED UTILIZING CURRENT METHODS PUBLISHED BY THE CITY OF DURHAM AT THE TIME OF THE RE-ZONING.
17. THE DEVELOPER SHALL PROVIDE A BUS SHELTER, PER CITY OF DURHAM OR NCDOT GUIDELINES, IF SERVICE IS EXTENDED TO THE SITE BY DATA OR TTA. A

FINAL DETERMINATION ON THE NEED FOR A SHELTER SHALL BE MADE BY DATA AND/OR TTA DURING THE SITE PLAN REVIEW PROCESS OR THE SHELTER WILL NOT BE REQUIRED. IF APPROVED, THE SHELTER SHALL BE PROVIDED PRIOR TO THE FINAL CERTIFICATE OF OCCUPANCY.

18. THE APPLICANT SHALL PROVIDE A LANDSCAPE BUFFER AT THE NORTHERN TURNING POINT OF THE SEWER EASEMENT AND ADJACENT TO THE RETAINING WALL AND PARKING LOT SOUTH OF BUILDING ENVELOPE A AS DEPICTED ON THE DEVELOPMENT PLAN SHEET DP-2.0. THIS BUFFER SHALL CONSIST OF EVERGREEN TREES PLANTED AT 8-10 FEET IN HEIGHT. THERE SHALL BE 1 ROW AT THE TOP OF THE RETAINING WALL AND 1 ROW AT THE BOTTOM OF THE RETAINING WALL. THIS WILL BE INCORPORATED INTO PLANTINGS DESCRIBED IN CE #12.

19. TRAFFIC IMPROVEMENTS:

NC 751 AND I-40 EASTBOUND RAMPS

1. EXTEND THE EXISTING OUTSIDE RIGHT-TURN LANE ON THE I-40 EASTBOUND OFF-RAMP TO PROVIDE ADEQUATE STORAGE AND TAPER.
2. RE-STRIPE THE SOUTHBOUND APPROACH TO ALLOW FOR DUAL LEFT-TURN LANES WITH ADEQUATE STORAGE AND TAPERS. (IMPROVEMENTS COMMITTED TO BY OTHERS AND ALSO REQUIRED OF THIS DEVELOPMENT.)
3. CONSTRUCT A SECOND LANE ON THE I-40 EASTBOUND ON-RAMP TO RECEIVE THE DUAL SOUTHBOUND LEFT-TURN LANES WITH ADEQUATE DEPARTURE LENGTH AND TAPERS. (IMPROVEMENTS COMMITTED TO BY OTHERS AND ALSO REQUIRED OF THIS DEVELOPMENT.)

NC 751 AND RENAISSANCE PARKWAY

1. CONSTRUCT A RIGHT-TURN LANE ON THE SOUTHBOUND APPROACH OF NC 751 WITH ADEQUATE STORAGE AND TAPER.
2. RE-STRIPE THE NORTHBOUND APPROACH OF NC 751 TO PROVIDE A LEFT-TURN LANE WITH ADEQUATE STORAGE AND TAPER.
3. CONSTRUCT THE EASTBOUND APPROACH OF THE SITE DRIVEWAY TO HAVE ONE INGRESS LANE AND THREE EGRESS LANES (DUAL LEFT-TURN LANES AND ONE SHARED THROUGH-RIGHT TURN LANE). LOCATE THE PROPOSED DRIVEWAY SUCH THAT THE THROUGH LANES FOR EASTBOUND AND WESTBOUND MOVEMENTS ARE PROPERLY ALIGNED. THE SITE DRIVEWAY SHOULD ALIGN WITH RENAISSANCE PARKWAY SUCH THAT SPLIT-PHASING WILL NOT BE REQUIRED.
4. WIDEN SOUTHBOUND NC 751 TO CARRY TWO THROUGH LANES FOR AN APPROPRIATE DISTANCE FROM THE SITE DRIVEWAY WITH ADEQUATE TAPERS. LENGTH OF WIDENING AND PAVEMENT MARKING CONFIGURATION TO BE DETERMINED AT THE SITE PLAN STAGE IN ACCORDANCE WITH CITY OF DURHAM AND NCDOT STANDARDS. IF THE FULL LENGTH OF THE TWO THROUGH LANES EXTEND BEYOND THE INTERSECTION OF EAGLE VIEW DRIVE, THE FULL LENGTH WIDENING SHALL EXTEND AN APPROPRIATE DISTANCE BEYOND EAGLE VIEW DRIVE SUCH THAT NO TAPER OCCURS AT THE INTERSECTION.
5. UPGRADE THE EXISTING TRAFFIC SIGNAL TO ACCOMMODATE THE PROPOSED IMPROVEMENTS AND COORDINATE TIMING WITH ADJACENT RAMP SIGNALS. PROVIDE COUNTDOWN PEDESTRIAN SIGNALS AND CROSSWALKS.
6. CONVERT THE MIDDLE LANE ON THE WESTBOUND APPROACH FROM A RIGHT TURN LANE TO A SHARED-THROUGH RIGHT LANE

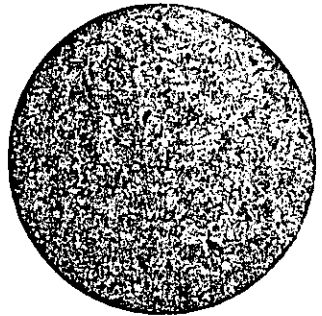
Exhibit C

Landscaping Plan

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Exhibit D

Subdivision Plat



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Exhibit E – 1

Tenant Signage Plan

TENANT SIGNAGE PLAN

February 1, 2011

INTRODUCTION

The Tenant Signage Plan for Westpoint at 751 defines the location, materials, illumination, size, style, and color of all signs (other than signs which are Common Elements) located within the Project. All tenant signs must be submitted to the Landlord for approval prior to submittal to the City of Durham for issuance of sign permits. As used in Exhibit E-1, Exhibit E-2, or Exhibit E-3, "tenant" shall also mean Owner or Permittee, as the case may be, and "Landlord" shall also mean Declarant.

This document is designed to comply with City of Durham Zoning Ordinance. Each tenant shall be responsible for complying with the requirements contained in this document. Tenants are also required to comply with the current City of Durham Zoning Ordinance, Article 11 "Sign Standards," at the time of application for signage.

TENANT SIGNAGE

The following is a description of the tenant sign types:

Sign Type W - Wall Signs (Tenant Storefront Wall Identification Signs)

A Wall Sign is defined as any sign, other than a projecting sign, which is attached to or painted on any wall of a building. A sign attached to the lower slope of a mansard or canopy roof, or a sign affixed to or forming an awning or a canopy, shall be considered a wall sign. A "wall" shall include any permanent architectural extension of a wall, including parapets, unless that extension serves solely as the framing for a sign support structure or sign face, even if such extension projects beyond or above the enclosed portions of the building.

Wall signs shall be subject to the following requirements:

The sign shall not extend more than 12 inches from the wall of the building, except in the case of a sign on the lower slope of a roof or a canopy roof, where the sign may extend the distance required to make the sign vertical.

The sign may extend up to 12 inches into a public right-of-way.

The sign may not extend beyond the edges of the wall to which it is attached, except when the sign is contiguous on two adjacent walls of the same building, the connecting portion may extend to but not beyond the face of the adjoining portion.

The sign may not prevent the free entrance and exit from any window, door or fire escape.

Wall signs identify anchor and non-anchor tenants. Tenants will have the choice of Sign Type W1, W2 or W3. The types are as follows:

Sign Type W1: Will have internally illuminated signage consisting of aluminum channel letters with plastic faces either mounted on a raceway to storefront wall or mounted individually to the storefront wall.

Sign Type W2: Will have internally illuminated signage consisting of opaque aluminum letters mounted individually to the storefront wall. The internal illumination shall project against the storefront wall and not through the opaque letter faces.

Sign Type W3: Will have internally illuminated signage consisting of aluminum channel box with a plastic face mounted on a raceway to storefront wall (allowed on a case by case basis with written approval by the Owner, and only for tenants with a registered logo to be used for the entire sign)

In signs with raceways, the raceway shall be painted to match the storefront wall color. Copy and logos for all signs shall be in tenant's trade style within prescribed copy areas of face panel.

Letter Styles and Copy

The logotype copy of tenants will reflect their individual tradestyle in conformance with the size, area and construction specifications herein specified. Where tenants do not have a registered logo/font, the font shall be Helvetica unless alternative font has received Landlord's prior written approval.

Administrative and directional logotype copy will be standardized as specified with respect to size, format, color, material, construction, and installation.

Tenant's graphic logos may be used, with colors complying with the allowed colors listed below.

Sign Colors

Tenants may use one of these colors or some combination of a number of the colors specified. The following colors shall apply to the entire project:

Plexiglass Face Colors: White Acrylic (White 3015 Plexiglass), Yellow Acrylic (Yellow 2016 Plexiglass), Blue Acrylic (Blue 2051 Plexiglass) and Black Acrylic (Black 2025 Plexiglass) with 3/16" thick face. Returns and Trim: Black (Pantone Black 2C)

Opaque aluminum faced reverse channel letters: Colors shall match White Acrylic (White 3015 Plexiglass), Yellow Acrylic (Yellow 2016 Plexiglass), Blue Acrylic (Blue 2051 Plexiglass) and Black Acrylic (Black 2025 Plexiglass) with 3/16" thick face. Returns and Trim: Black (Pantone Black 2C)

Signage Raceway: Match color of wall. All sign supports shall be painted to match the raceway.

Size of Signs

Tenant signage will be reviewed on a case by case basis by the Landlord. Tenant may have multiple signs with different text on an elevation but the total sign square footage per elevation cannot exceed the following:

Wall Sign Size:

Wall signs may not exceed 15% of the wall area in size. Where the area of the wall is less than 167 square feet, a minimum of 25 square feet of wall sign area is allowed.

The total sign area shall be the sum of all signs on the wall including signs on the wall surface, signs affixed to the wall parallel and in the same plane as the wall, signs on awnings or canopies, window signs, door signs, signs on the lower slopes of roofs or canopy roofs, and signs on parapets above roofs.

The sign shall only have one face, regardless of the proposed angle of separation of proposed faces.

Placement of Tenant Signage

Area and Location of signage will be reviewed on a case by case basis by the Landlord to best fit in prescribed sign bands as designed by Landlord's Architect. Each sign must be located so that it is no less than 24" from the tenant's demising wall on each side. For in-line tenants, the sign should be centered vertically and horizontally in the designated sign area. It should be located on the primary architectural feature of the tenant's storefront. Tenant signs shall not conflict with or overlap architectural features such as cornices, awnings, lighting, or changes in color or materials.

Other Tenant Signs

Sign Type T1 – Unit Numbering Identification (Tenant Window Signage)

Address signage shall consist of 6" high white vinyl letters [3M #3650], centered on glass area above front entry doors (located on interior side of glass). The required font is Century Gothic. Secondary window signing, consisting of white vinyl letters not exceeding 8" in height, may be

permitted along the top and/or bottom of the storefront glass windows. No tenant signage will be allowed on the lower storefront wall or on the glass areas other than noted above.

Sign Type T2 – Unit Numbering Identification (Tenant Rear Entrance Signage)

Identifies tenant's rear entrances for receiving merchandise with a uniformly placed address sign displaying numeral only in white 6" Century Gothic style vinyl [3M #3650] copy centered on rear entry doors 6'-0" above grade to top of numerals.

SIGN CONSTRUCTION STANDARDS

Electrical and Illumination

1. Signage illumination may not include flashing, animation, moving or audible effects.
2. No exposed conduit or tubing will be permitted except as approved by the Landlord prior to installation.
3. All internal illumination shall use white LED (Light Emitting Diode) lamps.
4. All conductors, transformers, and other equipment shall be concealed.
5. Primary electrical service to all signs shall be placed on tenant's meter and shall be part of tenant's construction and operation costs.
6. Electrical signs shall bear the Underwriter's Laboratories (U. L.) label of approval and shall also comply with all local building and electrical codes.

Construction

1. All bolts, fastenings, clips, etc. shall be hot-dipped galvanized iron, stainless, aluminum, brass or bronze.
2. Contractors are to submit construction and engineering drawings first to the Landlord, and then to the City of Durham Inspections Department for approval.

All fabricators are advised that prior to acceptance and final payment, each unit will be inspected for conformance by an authorized representative of the Landlord. Any signs found not in conformance to stipulated specifications will be rejected and removed at Tenant's expense.

3. **No substitutes** will be accepted by the Tenant and Landlord whatsoever, unless so indicated in the specifications and approved by both Tenant and Landlord.
4. **Materials and Finish**

Tenant signage to consist of individual, welded aluminum letters constructed of .050 edges and .063 backs. Signs with acrylic faces shall use 3/16 " flat cut Plexiglas faces retained by 1" Trim Cap.

Raceways (if used) to be finished with Polyurethane coating to match storefront wall color (matte finish).

Installation

1. Location of all signs advertising an individual use, business, or building shall be attached to the building at a location to be determined by the Landlord.
2. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
3. Attachment of signage to the building wall must be made per specifications contained in the specifications.
4. Sign contractors shall repair any damage caused by contractor's work. Unrepaired damage caused by Tenant's contractor shall be Tenant's responsibility to correct at Tenant's sole expense. Tenant shall be fully responsible for the operations of Tenant's contractor.
5. Tenant's contractor must secure all signage related permits. Fabrication and installation must comply with all building and electrical codes. A copy of a sign permit must be supplied to Landlord prior to installation.
6. No label or other identification will be permitted on exposed surfaces of signage except those required by local ordinance, in which case, the label shall be placed in an inconspicuous location as visible from the ground.
7. Conduit to one sign location at the primary frontage will be provided by the Landlord. Signage and additional primary feed wiring and time clocks will be the responsibility of the Tenant.
8. Sign companies are to use bucket trucks (no ladders) to install signs.
9. Sign companies are to get Landlord's approval and authorization prior to commencing any work on site.

Warranty

The entire display shall be guaranteed for one year against defects in material and workmanship. Defective parts shall be replaced without charge. All lamps, tubes, ballast, and transformers are excluded but such parts will be unconditionally guaranteed and replaced without charge for a period of 90 days from date of installation.

Insurance

Sign contractors shall carry Worker's Compensation and Public Liability Insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or installation of signs in the amount of One Million dollars (\$1,000,000.00) for a combined single limit.

Contractor will submit a Certificate of Insurance insuring the Landlord prior to installation along with submittal of construction blueprints that are to be approved by the Landlord and the City Planning Department.

Maintenance

Tenant is responsible for the maintenance and shall keep the sign and its lighting in good appearance and proper operating condition.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Exhibit E – 2

Common Signage Plan

COMMON SIGNAGE PLAN

February 1, 2011

INTRODUCTION

The Common Signage Plan for Westpoint at 751 defines the location, materials, illumination, size, style, and color of all signs that are Common Elements located within the Project.

This document is designed to comply with City of Durham Zoning Ordinance. If an owner or tenant is installing any common signs at the direction of the Declarant or as required by the Declaration, such tenant shall be responsible for complying with the requirements contained in this document. Tenants installing common signage are also required to comply with the current City of Durham Zoning Ordinance, Article 11 "Sign Standards," at the time of application for signage.

PROJECT SIGNAGE

Sign Type M – Project Monument Entrance Sign

The Monument Sign is a freestanding sign constructed on the ground with a continuous footing or foundation with the base of the sign at grade level. It provides formal identification of the entire project to arterial traffic. It is designed to maximize visibility to vehicular traffic in all directions.

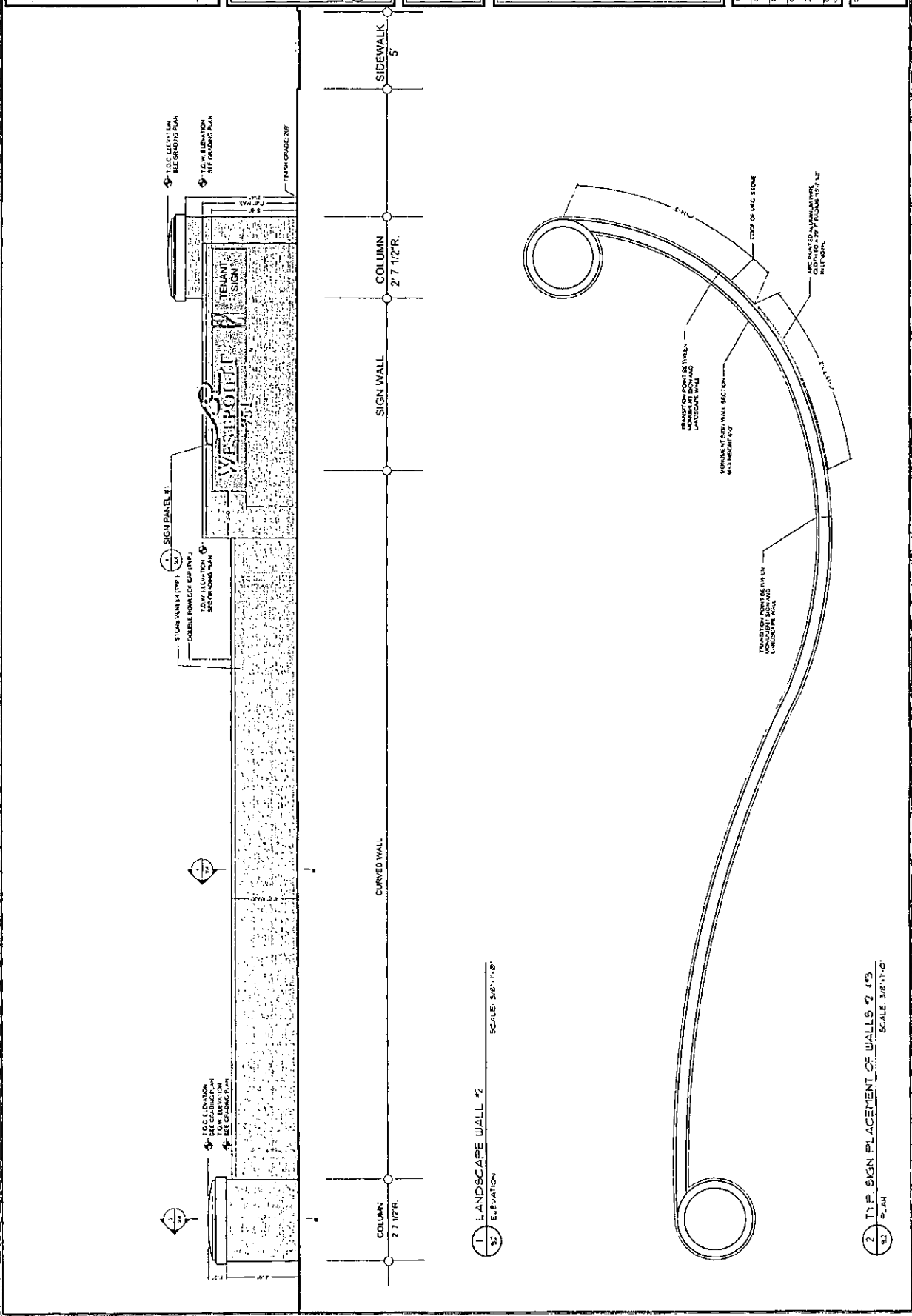
Height, shape and letter styles are shown on the attached exhibit for the monument sign. One monument sign will be permitted for the entire development. The height of the Monument Sign will not exceed 6 feet.

Uniform signage for directional signs is attached.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

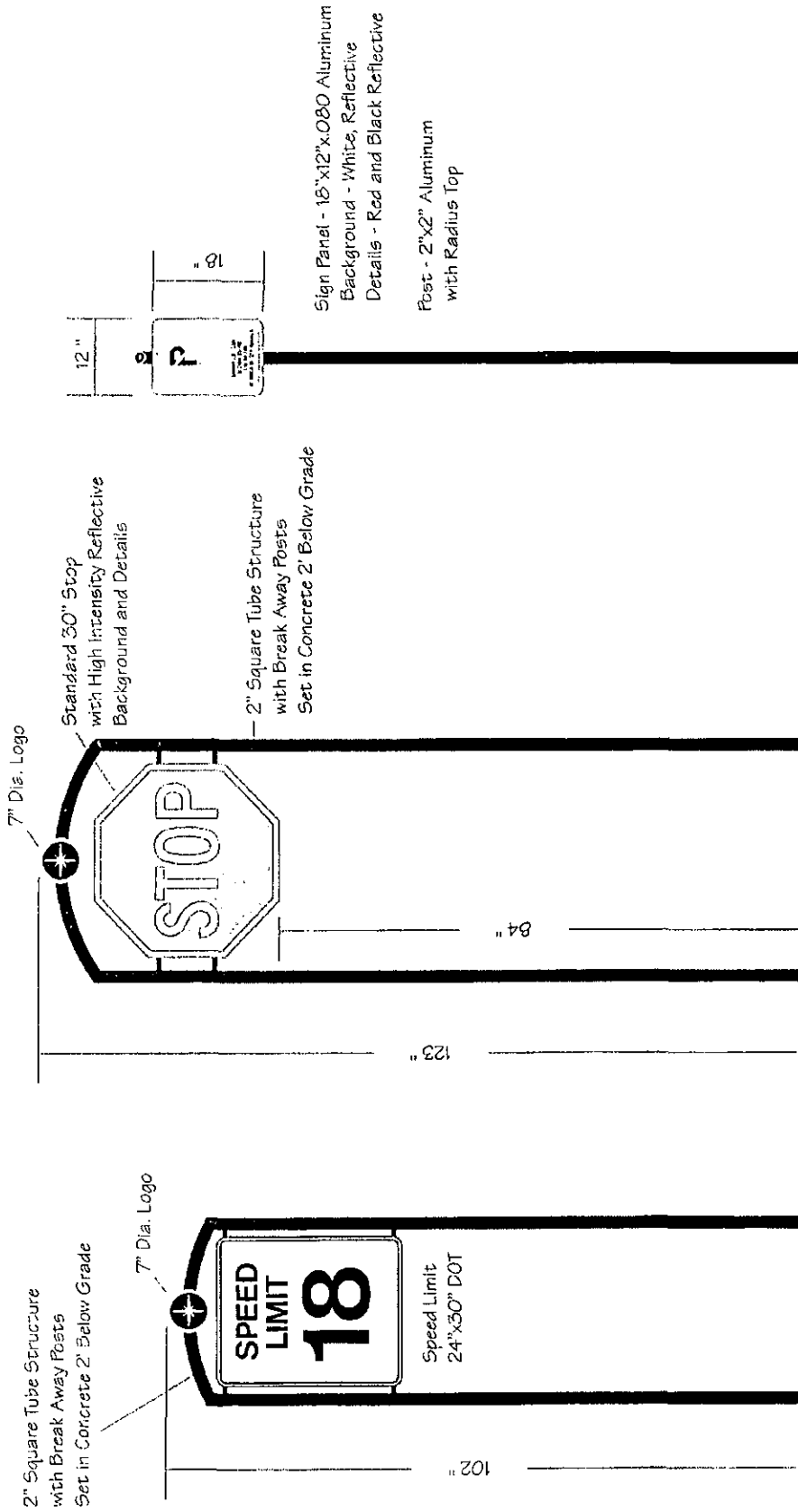
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

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PROJECT: Renaissance Center	DATE: 5-26-2010	APPROVED AS IS	PLEASE INITIAL
CONTRACT:	PHONE:	APPROVED WITH INDICATED CHANGES	
ACCT EXECUTIVE: Travis Hinton	PAGE 1 OF 1	PLEASE CHANGE & RESUBMIT	
SCALE: 1/2"=1'	DRAWN BY: JTS	FILE: Renaissance Speed Stop Fire Lane	

Woodgraphics
 COMPLETE SIGN SOLUTIONS
 3900-105 TARNHEEL DR • RALEIGH, NC 27609
 TEL. 919.875.4234 • FAX 919.219.8229
 WWW.WOOD-GRAPHICS.COM

Exhibit E – 3

Uniformity of Design Materials

Building Materials Palette

February 1, 2011

The following building materials will be used for the Westpoint at 751 development. Each building must use materials that are materials listed below.

Masonry and Stone

- B1 Taylor Clay Products Pearl Gray, Modular, Wirecut (pale gray)
- B2 Taylor Clay Products #170 Autumn Blend, Modular, Smooth (medium tan)
- B3 Taylor Clay Products #173 Autumn Blend, Modular, Smooth (brown)
- B4 Lee Brick Plant #4, Style #207 (red ironspot)
- C1 Rockcast Pebble GP-B
- S1 Centurion Stone Brown Ledge Veneer
- PC1 Precast concrete to match P1

Synthetic Stucco (EIFS)

Synthetic stucco shall match the following:

- P1 Sherwin Williams SW6142 Macadamia
- P2 Sherwin Williams SW2823 Rookwood Clay
- P3 Sherwin Williams SW0038 Library Pewter
- P4 Sherwin Williams SW7003 Toque White

Paint

- P1 Sherwin Williams SW6142 Macadamia
- P2 Sherwin Williams SW2823 Rookwood Clay
- P3 Sherwin Williams SW0038 Library Pewter
- P4 Sherwin Williams SW7003 Toque White

(Color match to other materials to be considered on a case-by-case basis)

Aluminum Storefront and Glass

- A1 Clear Anodized Aluminum
- G1 Gray Low E Glass
- G2 Clear Low E Glass
- G3 Dark Gray Spandrel Glass

Metal Panels

- M1 Kynar Silver
- M2 Kynar Slate Gray

Signage

Tenants may use one of these colors or some combination of a number of the colors specified. The following colors shall apply to the entire project:

1. Plexiglass Face Colors: White Acrylic (White 3015 Plexiglass), Yellow Acrylic (Yellow 2016 Plexiglass), Blue Acrylic (Blue 2051 Plexiglass) and Black Acrylic (Black 2025 Plexiglass) with 3/16" thick face. Returns and Trim: Black (Pantone Black 2C)
2. Opaque aluminum faced reverse channel letters: Colors shall match White Acrylic (White 3015 Plexiglass), Yellow Acrylic (Yellow 2016 Plexiglass), Blue Acrylic (Blue 2051 Plexiglass) and Black Acrylic (Black 2025 Plexiglass) with 3/16" thick face. Returns and Trim: Black (Pantone Black 2C)
3. Signage Raceway: Match color of wall. All sign supports shall be painted to match the raceway.

Exhibit F

Storm Drainage Plan

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Exhibit G

Utility Plan

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

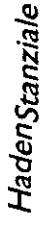
WESTPOINT at 751, LLC
 DURHAM, NC
 Exhibit "G"
 Utility Plan
 March 22, 2011

CIVIL ENGINEER / SURVEYOR



LAND PLANNING
 CIVIL ENGINEERING
 LAND SURVEYING
 11000 Regency Parkway, Suite 400, Cary, NC 27518
 Phone: 919.487.9750 Fax: 919.487.9751

LANDSCAPE ARCHITECT / PLANNER



planning
 landscape architecture
 civil engineering

208 West 1st St. Ste. 500
 Durham, NC 27703
 Phone: 919.286.7400
 Fax: 919.286.7899
 www.hadenstanziale.com



NORTH
 PB. 153 PG. 225



SCALE: 1"=150' (Horiz.)

TOTAL SITE AREA= 17.36 AC.

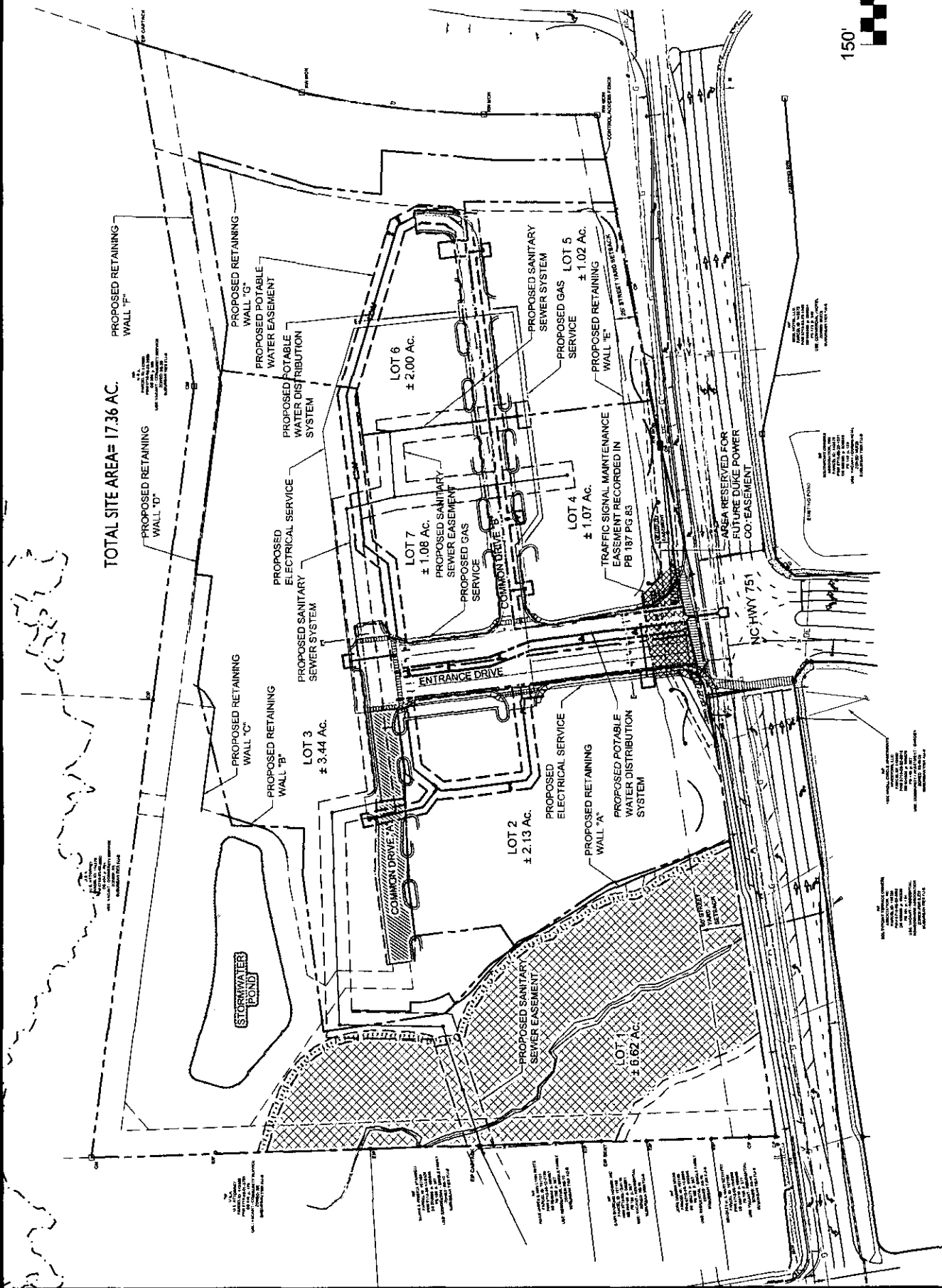


Exhibit H

Prohibited Uses

(a) no portion of the Property with the exception of Lot 2, shall be used as a retail grocery store; the term "retail grocery store" shall mean any store with less than 30,000 square feet of leaseable floor area in which food items are sold for off-premises consumption. Examples of such prohibited retail grocery stores include, without limitation, Sav-a-Lot, Sav-a-Lot/Deals combo store, Yes Less, Dollar General Marketplace and Just Save. Further, no portion of the Property other than Lot 2 shall be owned, controlled, leased, used or occupied for the conduct of a grocery market or grocery department in any department store or variety store. Any such department store or variety store using or occupying any part of the Property other than Lot 2 shall refrain from operating thereon a grocery department or grocery market. "Retail grocery store" shall not include a full service grocery store with more than 30,000 square feet of leaseable floor area, a delicatessen, a drug store with less than 3,000 square feet of floor area (including adjacent aisles) devoted to the sale of food items, or a gas station/convenience store with less than 3,000 square feet of leaseable floor area;

(b) laundry or dry cleaning establishment, provided, the foregoing restriction shall not include the in-house (non-dry cleaning) laundry facility of a hotel or an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the Property;

(c) off-track betting establishment;

(d) a pool or billiard hall (unless operated as part of a large scale family recreation or entertainment facility);

(e) a business selling alcoholic beverages for on-premises consumption except for (1) a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales or (2) if inside the premises of a hotel and primarily serving guests staying at the hotel;

(f) adult book store or any form of adult entertainment;

(g) bingo parlor;

(h) a video game parlor or amusement arcade, except that new concepts that may evolve for computer gaming are allowed, and Chuck E. Cheese, Dave and Busters, Sony DreamWorks, and similar uses are allowed in Lots 4, 5, 6, or 7 only;

(i) a business which would emit or produce noxious fumes or gases or loud noises (but this shall not prohibit the operation of an automotive service center or microbrewery as part of a restaurant);

(j) an assembly or manufacturing operation;

(k) an establishment selling or exhibiting pornographic materials as its primary business;

(l) any bowling alley, skating rink, nightclub, discotheque or dance hall, except that a bowling alley or skating rink is allowed in Lots 4, 5, 6, or 7 only;

(m) a mobile home park, trailer court, or labor camp or mobile home sales lot (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(n) a "Good Will" or "Salvation Army" type store;

(o) a mortuary or funeral home;

(p) a church or other place of worship;

(q) an abortion clinic;

(r) a distilling, refining, smelting, industrial, agricultural, drilling or mining operation, not to include operation of a microbrewery as part of a restaurant;

(s) a junk yard, stock yard or animal raising operation;

(t) a dump or disposal, or any operation for the incineration or reduction of garbage or refuse;

(u) any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance, including, without limitation, any hashish pipe, waterpipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;

(v) flea market;

(w) an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a first class therapeutic massage facility (such as Massage Envy, Massage Evolution or similar operation), beauty salon or health club or athletic facility;

(x) a pawn shop;

(y) no exterior flashing neon signs may be placed on any buildings or on any poles or monuments located on the Property;

(z) the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.) except within 50 feet of a permanent retail structure that operates on a year-round basis;

(aa) tire and automotive services and car wash facilities; and

(bb) plasma and/or blood bank or donation facility.

Exhibit I

Common Elements

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WESTPOINT at 751, LLC

DURHAM, NC
Exhibit "1"

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESTPOINT AT 751
PROPERTY AND COMMON ELEMENTS**

MARCH 18, 2011

CIVIL ENGINEER / SURVEYOR

CE Group, inc.
LAND PLANNING
CIVIL ENGINEERING
LAND SURVEYING
11000 Executive Parkway, Suite 410, Cary, NC 27518
Phone: (919) 527-7161 Fax: (919) 527-6971

LANDSCAPE ARCHITECT / PLANNER

HadenStanziale
Landscape Architecture
Civil Engineering

226 W. North St. #401
Durham, NC 27601
www.hadenstanziale.com



NORTH
PB. 153 PG. 225



SCALE: 1"=150' (Horiz.)

TOTAL SITE AREA= 17.36 AC.

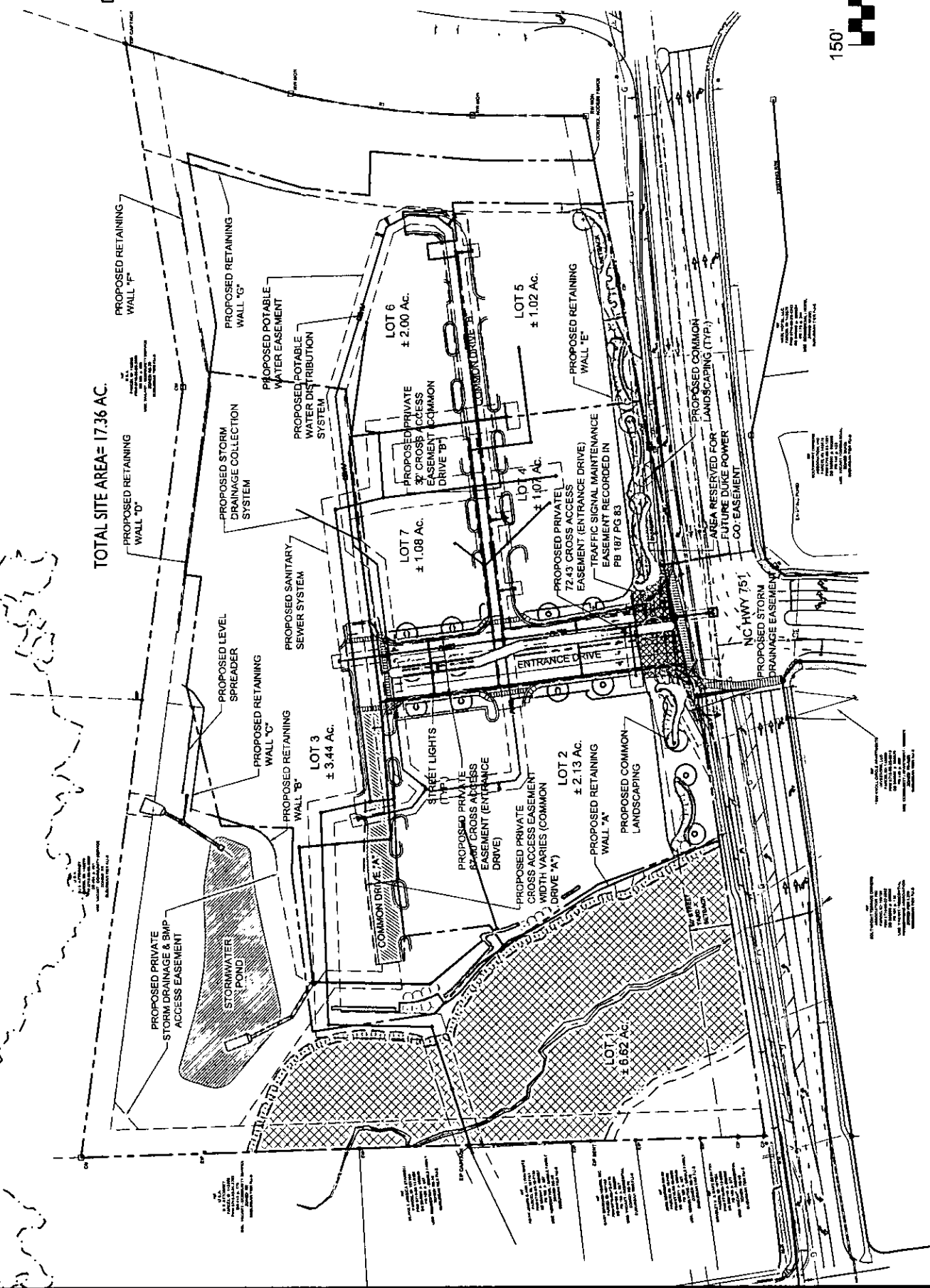
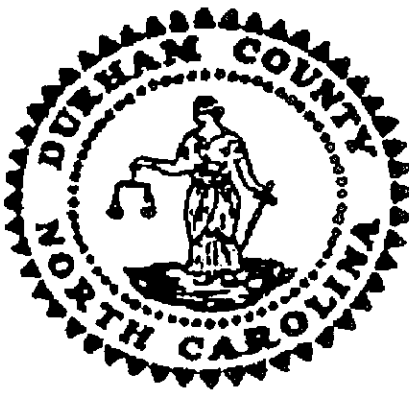


Exhibit J

Percentage Share

Lot	Acres	Percentage Share
Lot 1	6.62	0.00%
Lot 2	2.13	19.83%
Lot 3	3.44	32.03%
Lot 4	1.07	9.96%
Lot 5	1.02	9.50%
Lot 6	2.00	18.62%
Lot 7	1.08	10.06%



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

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