

Prepared by and return to:
Moore & Van Allen (IBW)
2024 West Main Street
Durham, NC 27705

BOOK 1516 PAGE 841 BOOK NOTED

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

Indexing Reference:
Deed Book 1457, Page 891

FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates ("Declarant")
recorded the Declaration of Covenants, Conditions, and
Restrictions for Treyburn Residential Owners Association
("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891,
Durham County Registry, North Carolina;

WHEREAS, Article VIII, Section 1, of the Declaration
provides that, prior to the year 2016, Declarant may unilaterally
subject all or any portion of the real property described on
Exhibit B of the Declaration to the provisions of the Declaration
and to the jurisdiction of the Treyburn Residential Owners
Association, Inc. ("Association"), by filing in the public
records of Durham County, North Carolina, an amendment annexing
such properties; and

WHEREAS, Declarant desires to annex portions of the real
property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide
that the property described on Exhibit A, attached hereto and
incorporated herein by reference, is made subject to the
Declaration and all amendments thereto and to the jurisdiction of
the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed
this First Amendment to Declaration of Covenants, Conditions, and
Restrictions for Treyburn Residential Owners Association as of
this the 5th day of April, 1989.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES,
a North Carolina Limited Partnership

By: Its General Partner,
DRP ASSOCIATES,
a North Carolina Limited Partnership

By: [Signature]
W. Clay Hamner, General Partner

By: [Signature]
Terry Sanford, Jr., General Partner

3rd Amend
BK 1582
PG 616
3-23-90 10⁰⁰
Second Amend
BK 1539
Pg 34
8-4-89
4th Amend
BK 1604
PG 870
7-19-90
6th Amend
BK 1618
Pg 495
4-28-90
8th Amend
8-17-90
1611-311

EXHIBIT A

All that certain parcel of land located in Mangum Township, Durham County, North Carolina, as shown on the survey entitled "Property of Research Properties Associates" by Larry W. Poole and Associates, P.A., dated February 16, 1989, and recorded April 1, 1989 in Plat Book 120, Page 77, Durham County Registry and more particularly described as follows:

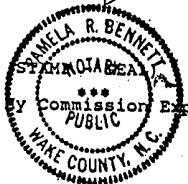
BEGINNING at a point located at North Carolina grid coordinates N 863,555.0, E 2,040,380.0 and running thence along the boundary of the Treyburn Country Club golf course S 35-07-07 E 778.76 feet to a point located at North Carolina grid coordinates N 862,918.0, E 2,040,828.0; thence continuing along the boundary of said golf course S 51-14-24 E 624.54 feet to a point; thence running along the boundary of said golf course S 46-02-05 W 430.70 feet to a point; thence continuing along the boundary of said golf course S 90-00-00 W 135.0 feet to a point; thence continuing along the boundary of said golf course N 70-50-40 W 402.27 feet to a point; thence continuing along the boundary of said golf course S 76-08-48 W 247.72 feet to a point; thence running with the western boundary of the 25-foot wide City of Durham sanitary sewer easement N 17-23-36 W 449.89 feet to a point; thence N 00-58-46 W 585.09 feet to a point; thence N 45-43-31 W 96.00 feet to a point; thence N 65-45-41 W 178.16 feet to a point located in the eastern margin of the variable width right-of-way of Old Trail Drive; thence along the eastern margin of the right-of-way of Old Trail Drive with the arc of a circular curve to the left having a radius of 837.51 feet (and a chord bearing and distance of N 27-50-15 E, 325.41 feet) an arc distance of 327.49 feet to a point; thence along the boundary of said golf course S 51-30-00 E 245.63 feet to a point; thence continuing along the boundary of said golf course S 77-48-31 E 165.74 feet to the point and place of BEGINNING, such parcel containing approximately 22.469 acres, as shown on said survey, to which survey reference is hereby made for more particular description of same.

J:SMPD.DOC

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 5th day of April, 1989.



Pamela R. Bennett
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, a Notary Public of the State and County aforesaid, certify that TERRY SANFORD, JR., General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 5th day of April, 1989.



Pamela R. Bennett
Notary Public

My Commission Expires: 1-3-91

FILED
BOOK 1516 PAGE 841-843

APR 7 10 46 AM '89

RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, NC

State of North Carolina-Durham County
The foregoing certificate(s) of
Pamela R. Bennett
A Notary (Notaries) Public for the Designated Governments
units is (are) certified to be correct.
This the 7th day of April, A.D. 1989
Ruth C. Garrett, Deputy
Register of Deeds
By: Deputy, Deputy
Register of Deeds

BOOK 1539 PAGE 34

Prepared by and return to:
Moore & Van Allen (IBW)
2024 West Main Street
Durham, NC 27705

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Indexing Reference:

Deed Book 1457, Page 891
Deed Book 1516, Page 841

SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates ("Declarant") recorded the Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516, at Page 841, Durham County Registry, North Carolina;

WHEREAS, Article VIII, Section 1, of the Declaration provides that, prior to the year 2016, Declarant may unilaterally subject all or any portion of the real property described on Exhibit B of the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. ("Association"), by filing in the public records of Durham County, North Carolina, an amendment annexing such properties; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

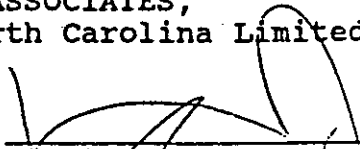
Being all of Lot 69, Treyburn Phase I, Section 7 as shown on revised plat recorded in Book 121, Page 51, Durham County Registry.

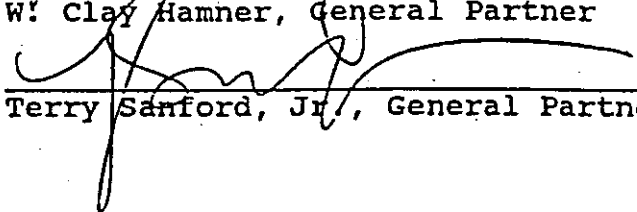
IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this the 31st day of July, 1989.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES,
a North Carolina Limited Partnership

By: Its General Partner,
DRP ASSOCIATES,
a North Carolina Limited Partnership

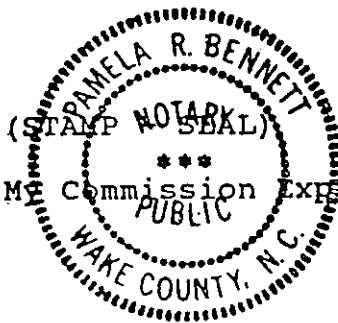
By: 
W. Clay Hamner, General Partner


By: 
Terry Sanford, Jr., General Partner

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 1st day of August, 1989.




Notary Public

My Commission Expires: 1-2-91

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

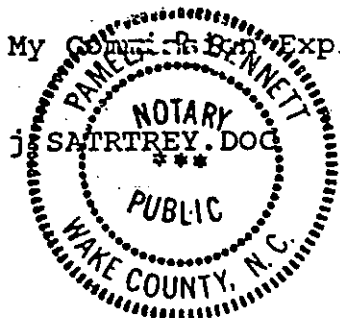
I, a Notary Public of the State and County aforesaid, certify that TERRY SANFORD, JR., General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 15th day of August, 1989.

Pamela R. Bennett
Notary Public

(STAMP - SEAL)

My Commission Expires: My Commission Expires 1-2-91
1-2-91



FILED
BOOK 1539 PAGE 34-36
'89 AUG 1 PM 3 52

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

State of North Carolina-Durham County
The foregoing certificate(s) of Pamela R. Bennett
A Notary (Notaries) Public for the Designated Governments units is (are) certified to be correct.
This the 15 day of Aug, A. D. 1989
Ruth C. Garrett J. C. DeLoach
Register of Deeds By: Assistant, Deputy Register of Deeds

STATE OF NORTH CAROLINA

Indexing Reference:

COUNTY OF DURHAM

Deed Book 1457, Page 891
Deed Book 1516, Page 841
Deed Book 1539, Page 34

BOOK 1582 PAGE 616

THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates ("Declarant") recorded the Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Research Properties Associates amended the Declaration by recording the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 at Book 1516, Page 841 aforesaid records and by recording the Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on August 1, 1989 at book 1539, Page 34 aforesaid records.

WHEREAS, Article VIII, Section 1, of the Declaration provides that, prior to the year 2016, Declarant may unilaterally subject all or any portion of the real property described on Exhibit B of the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. ("Association"), by filing in the public records of Durham County, North Carolina, an amendment annexing such properties; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described on Exhibit A, attached hereto and incorporated herein by reference, is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this the 23rd day of March, 1990.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES,
a North Carolina Limited Partnership

By: Its General Partner,
DRP ASSOCIATES,
a North Carolina Limited Partnership

By: [Signature]
W. Clay Hamner, General Partner

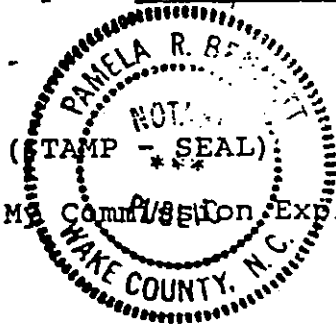
By: [Signature]
Terry Sanford, Jr., General Partner

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 23rd day of March, 1990.



Pamela R. Bennett
Notary Public

My Commission Expires 1-2-91

'90 MAR 23 PM 1 27

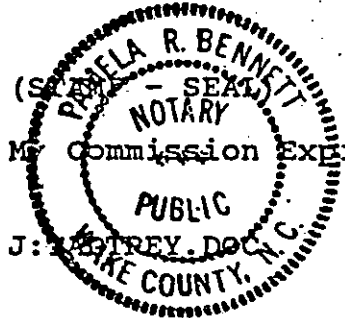
STATE OF NORTH CAROLINA
COUNTY OF DURHAM

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

I, a Notary Public of the State and County aforesaid, certify that TERRY SANFORD, JR., General Partner of DRP ASSOCIATES, a North Carolina Limited Partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 23rd day of March, 1990.

Pamela R. Bennett
Notary Public



My Commission Expires:

My Commission Expires 1-9-91

EXHIBIT A

Pg. 618

All that certain parcel of land located in Mangum Township, Durham County, North Carolina, as shown on the survey entitled "Property of Research Properties Associates" by Larry W. Poole and Associates, P.A., dated March 23, 1990, and recorded March 23, 1990 in Plat Book 122, Page 167, Durham County Registry and more particularly described as follows:

Lots 1 through 40 inclusive as shown on the subdivision plat of Treyburn, Phase I, Section 11 recorded in Plat Book 122 at Page 167 office of the Register of Deeds, Durham County; TOGETHER WITH those portions of Vintage Hill Parkway, East Pointe Drive and Woodhall Lane as shown on said plat.

State of North Carolina-Durham County
The foregoing certificate(s) of Parcela
R. Bennett

A Notary (Notaries) Public for the Designated Governments units is (are) certified to be correct.

This the 33rd day of March, 19 90
Ruth C. Garrett Notary Public
Register of Deeds By: Assistant, Deputy
Register of Deeds

J: TADTREY. EXA

Prepared by and return to:
 Moore & Van Allen (IBW)
 2024 West Main Street
 Durham, North Carolina 27705

BOOK 1604 PAGE 870

STATE OF NORTH CAROLINA

Indexing Reference:

COUNTY OF DURHAM

Deed Book 1457, Page 891
 Deed Book 1516, Page 841
 Deed Book 1539, Page 34
 Deed Book 1582, Page 616

FOURTH AMENDMENT TO DECLARATION
 OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516, at Page 841, aforesaid records; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 1, 1989 in Deed Book 1539, Page 34, aforesaid records; and the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 22, 1990 in Deed Book 1582, Page 616, aforesaid records; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.


Being all of Lots 62-68, Treyburn Phase I, Section 12 as shown on revised plat recorded in Book 123, Page 133, Durham County Registry.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this 29th day of June, 1990.

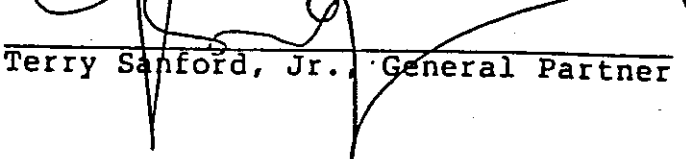
DECLARANT:

RESEARCH PROPERTIES ASSOCIATES, a North Carolina limited partnership

By: Its General Partner,
DRP ASSOCIATES,
a North Carolina limited partnership

By: 

W. Clay Hamner, General Partner

By: 

Terry Sanford, Jr., General Partner

STATE OF NORTH CAROLINA

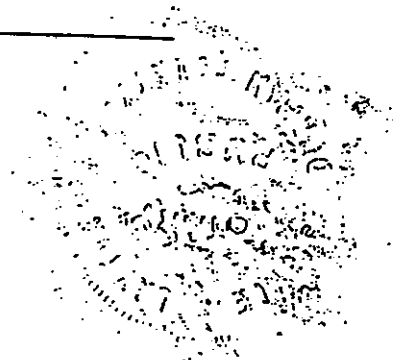
COUNTY OF DURHAM

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 29th day of June, 1990.

Sophie S. Layton
Notary Public

My Commission Expires: 5-15-1995



STATE OF NORTH CAROLINA

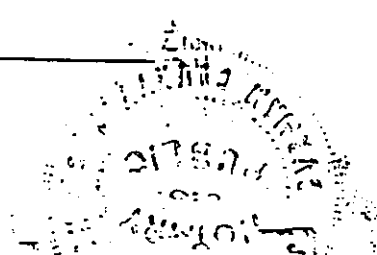
COUNTY OF DURHAM

I, a Notary Public of the State and County aforesaid, certify that TERRY CAMPFORD, JR., General Partner of DRP ASSOCIATES, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 29th day of June, 1990.

Sophie S. Layton
Notary Public

My Commission Expires: 5-15-1995



Prepared by and return to:
Moore & Van Allen (LJM)
2200 West Main Street, Suite 800
Durham, North Carolina 27705

BOOK 1611 PAGE 311

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Indexing Reference:

Deed Book 1457, Page 891
Deed Book 1516, Page 841
Deed Book 1539, Page 34
Deed Book 1582, Page 616
Deed Book 1604, Page 870

FIFTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates Limited Partnership ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 23, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516, at Page 841, aforesaid records; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 1, 1989 in Deed Book 1539, Page 34, aforesaid records; and the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 22, 1990 in Deed Book 1582, Page 616, aforesaid records; the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 23, 1990 in Deed Book 1582, Page 616, aforesaid records; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

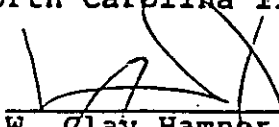
Being all of Lots 1-6, 59-63, Treyburn Phase I, Section 13 as shown on revised plat recorded in Book 123, Page 174, Durham County Registry, and all of Lots 7-23, 64-65, Treyburn Phase I, Section 14 as shown on revised plat recorded in Book 123, Page 175, Durham County Registry.

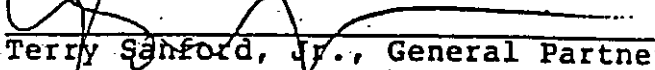
IN WITNESS WHEREOF, the undersigned Declarant has executed this Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this 16th day of August, 1990.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES LIMITED
PARTNERSHIP, a
North Carolina limited partnership

By: Its General Partner,
DRP ASSOCIATES LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: 
W. Clay Hamner, General Partner

By: 
Terry Sanford, Jr., General Partner

CMM:RPA5am

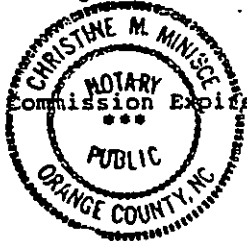
COUNTY OF DURHAM

BOOK 1611 PAGE 313

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 16th day of August, 1990.

Christine M. Minise
Notary Public



My Commission Expires: My Commission Expires 2-12-94

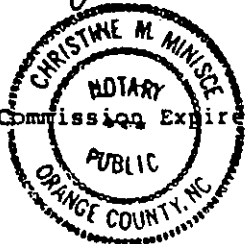
STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the State and County aforesaid, certify that TERRY SANFORD, JR., General Partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 16th day of August, 1990.

Christine M. Minise
Notary Public



My Commission Expires: My Commission Expires 2-12-94

My Commission Expires 2-12-94

State of North Carolina - Durham County

The foregoing certificate (s) of Christine M. Minise

Notary Public of designated Governmental units is (are) Christine M. Minise to be correct.

11 day of August 19 90

Ruth C. Garret
Register of Deeds

By: David B. Beatty
Deputy Register of Deeds

FILED
BOOK 1611 PAGE 311-313
'90 AUG 17 PM 3 37
RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

'90 SEP 28 PM 3 54

Prepared by and return to:
Moore & Van Allen (LJM)
2200 West Main Street, Suite 800
Durham, North Carolina 27705

BOOK NOTED

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

STATE OF NORTH CAROLINA

Indexing Reference:

COUNTY OF DURHAM

- Deed Book 1457, Page 891
- Deed Book 1516, Page 841
- Deed Book 1539, Page 34
- Deed Book 1582, Page 616
- Deed Book 1604, Page 870
- Deed Book 1611, Page 311

SIXTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates Limited Partnership ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516, at Page 841, aforesaid records; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 1, 1989 in Deed Book 1539, Page 34, aforesaid records; and the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 23, 1990 in Deed Book 1582, Page 616, aforesaid records; the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on July 19, 1990 in Deed Book 1604, Page 870, aforesaid records; the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 17, 1990 in Deed Book 1611, Page 311, aforesaid records; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.


Being all of Lots 1-8, 24-32, Treyburn Phase I, Section 18 as shown on revised plat recorded in Book 124, Page 116, Durham County Registry, and all of Lots 9-23, Treyburn Phase I, Section 19 as shown on revised plat recorded in Book 124, Page 17, Durham County Registry. 88-735

IN WITNESS WHEREOF, the undersigned Declarant has executed this Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this 19th day of September, 1990.

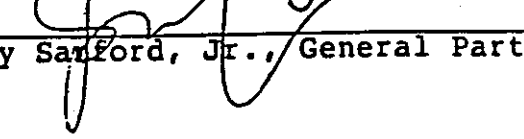
DECLARANT:

RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership

By: Its General Partner, DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership

By: 

W. Clay Hamner, General Partner

By: 

Terry Sanford, Jr., General Partner

CMM:RPA5am

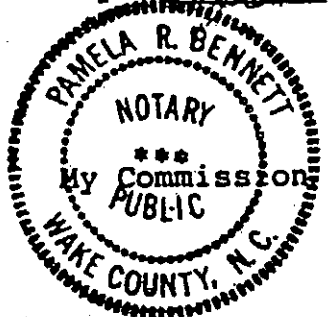
STATE OF NORTH CAROLINA

COUNTY OF DURHAM *Wake*

I, a Notary Public of the State and County aforesaid, certify that W. CLAY HAMNER, General Partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 17th day of September 1990.

Pamela R. Bennett
Notary Public



My Commission Expires: 1-2-91

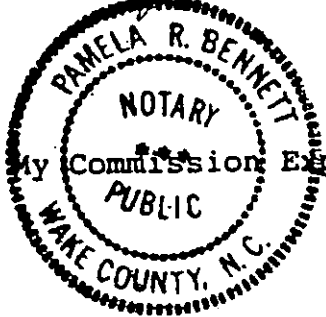
STATE OF NORTH CAROLINA

COUNTY OF DURHAM *Wake*

I, a Notary Public of the State and County aforesaid, certify that TERRY SANFORD, JR., General Partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, a General Partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and official stamp or seal, this the 19th day of September 1990.

Pamela R. Bennett
Notary Public



My Commission Expires: 1-2-91

State of North Carolina-Durham County
The foregoing certificate(s) of
Pamela R. Bennett
A Notary (Notaries) Public for the Designated Governments
units is (are) certified to be correct.
This the 28th day of Sept A.D. 1990
Ruth C. Garrett Ruth C. Garrett
Register of Deeds By: Assistant, Deputy
Register of Deeds

BOOK 1815 PAGE 545

FILED
BOOK 1815 PAGE 545-547

Prepared by and return to:
Moore & Van Allen (LJM)
2200 West Main Street, Suite 800
Durham, North Carolina 27705

'93 FEB 2 AM 10 06

STATE OF NORTH CAROLINA

RUTH C. GARRETT
REGISTERED CLERK
Indexing Reference:
DURHAM COUNTY, N.C.

COUNTY OF DURHAM

Deed Book 1457, Page 891
Deed Book 1516, Page 841
Deed Book 1539, Page 34
Deed Book 1582, Page 616
Deed Book 1604, Page 870
Deed Book 1611, Page 311
Deed Book 1618, Page 935

SEVENTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates Limited Partnership ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516 at Page 841, aforesaid records; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 1, 1989 in Deed Book 1539, Page 34, aforesaid records; the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 23, 1990 in Deed Book 1582, Page 616, aforesaid records; the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on July 19, 1990 in Deed Book 1604, Page 870, aforesaid records; the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 17, 1990 in Deed Book 1611, Page 311, aforesaid records; and the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on September 28, 1990 in Deed Book 1618, Page 935, aforesaid records; and

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

03184

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

All those parcels of land located in Mangum-Bahama Fire District Township, Durham County, North Carolina, as shown on the surveys entitled Map 1 of 2 and Map 2 of 2, Cimarron Homes Parcel, TREYBURN, "Property of Research Properties Associates Limited Partnership" by Larry W. Poole and Associates P.A., dated June 30, 1992 and recorded December 10, 1992 in Plat Book 129, Page 10 and Plat Book 129, Page 11, Durham County Registry and more particularly described as follows:

Being Lots 1 through 6, 41 through 49 and 165 through 176 inclusive as shown on the subdivision plat of Treyburn, Phase I, Section 20 recorded in Plat Book 129, Page 10 and Plat Book 129, Page 11, in the office of the Register of Deeds, Durham County, North Carolina; TOGETHER WITH those portions of Loblolly Drive, Loblolly Court and Rhododendron Drive (which are not shaded in) as shown on said plats.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Seventh Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this 1st day of February, 1993.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES
LIMITED PARTNERSHIP, a North Carolina
Limited Partnership

By: Its General Partner,
DRP ASSOCIATES LIMITED PARTNERSHIP,
a North Carolina Limited
Partnership

By: 

W. Clay Hamner,
General Partner

By: 

Terry Sanford, Jr.,
General Partner

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the county and state aforesaid, certify that W. CLAY HAMNER personally came before me this day and acknowledged the due execution of the foregoing instrument as a general partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, the general partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership.

WITNESS my hand and official stamp or seal, this the 1ST day of February, 1993.



Sophie S. Layton
Notary Public

My Commission expires on May 15, 1995

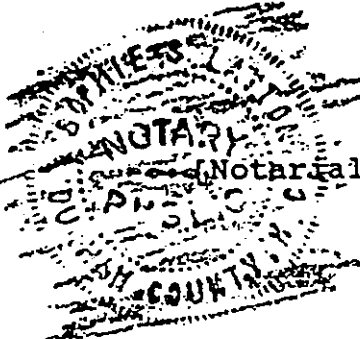
[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the county and state aforesaid, certify that TERRY SANFORD, JR. personally came before me this day and acknowledged the due execution of the foregoing instrument as a general partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, the general partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership.

WITNESS my hand and official stamp or seal, this the 1ST day of February, 1993.



Sophie S. Layton
Notary Public

My Commission expires on May 15, 1995

[Notarial Seal]

State of North Carolina-Durham County

The foregoing certificate(s) of

Sophie S. Layton

A Notary (Notaries) Public for the Designated Governments units is (are) certified to be correct.

This the 2 day of Feb 1993

Ruth C. Garrett
Register of Deeds

Jane Dalton
By: Assistant, Deputy
Register of Deeds

prepared by, and return to:
Moore & Van Allen (LJM)
2200 West Main Street, Suite 800
Durham, North Carolina 27705

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Indexing Reference:

- Deed Book 1457, Page 891
- Deed Book 1516, Page 841
- Deed Book 1539, Page 34
- Deed Book 1582, Page 616
- Deed Book 1604, Page 870
- Deed Book 1611, Page 311
- Deed Book 1618, Page 935
- Deed Book 1815, Page 545

EIGHTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TREYBURN RESIDENTIAL OWNERS ASSOCIATION

WHEREAS, Research Properties Associates Limited Partnership ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association ("Declaration") on June 20, 1988, in Deed Book 1457, at Page 891, Durham County Registry, North Carolina;

WHEREAS, Declarant recorded the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association on April 7, 1989 in Deed Book 1516 at Page 841, aforesaid records; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 1, 1989 in Deed Book 1539, Page 34, aforesaid records; the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on March 23, 1990 in Deed Book 1582, Page 616, aforesaid records; the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on July 19, 1990 in Deed Book 1604, Page 870, aforesaid records; the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on August 17, 1990 in Deed Book 1611, Page 311, aforesaid records; and the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on September 28, 1990 in Deed Book 1618, Page 935, aforesaid records and the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association on February 2, 1993 in Deed Book 1815, Page 545.

WHEREAS, Declarant desires to annex portions of the real property described on Exhibit B to the Declaration;

1000

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described below is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

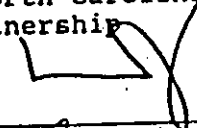
Being all of Lots 7 and 50, as shown on the survey entitled Cimarron Homes Parcel, TREYBURN, Phase I, Section 20, "Property of Research Properties Associates Limited Partnership" by Larry W. Poole and Associates P.A., dated August 2, 1993 and recorded August 18, 1993 in Plat Book 130, Page 30, Durham County Registry.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions for Treyburn Residential Owners Association as of this 27th day of September, 1993.

DECLARANT:

RESEARCH PROPERTIES ASSOCIATES
LIMITED PARTNERSHIP, a North Carolina
Limited Partnership

By: Its General Partner,
DRP ASSOCIATES LIMITED PARTNERSHIP,
a North Carolina Limited
Partnership

By: 

W. Clay Hamner,
General Partner

By: 

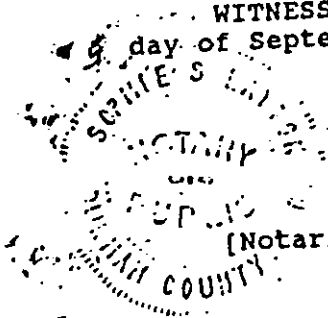
Terry Sanford, Jr.,
General Partner

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the county and state aforesaid, certify that W. CLAY HAMNER personally came before me this day and acknowledged the due execution of the foregoing instrument as a general partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, the general partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership.

WITNESS my hand and official stamp or seal, this the 27th day of September, 1993.



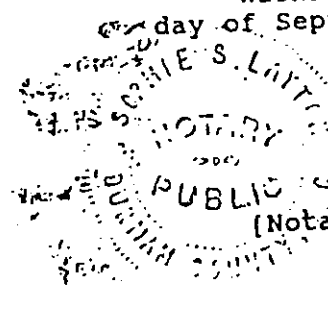
Sophie S. Layton
Notary Public
MY COMMISSION EXPIRES 5-15-1995

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the county and state aforesaid, certify that TERRY SANFORD, JR. personally came before me this day and acknowledged the due execution of the foregoing instrument as a general partner of DRP ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership, the general partner of RESEARCH PROPERTIES ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership.

WITNESS my hand and official stamp or seal, this the 27th day of September, 1993.



Sophie S. Layton
Notary Public
MY COMMISSION EXPIRES 5-15-1995

FILED
BOOK 1896 PAGE 222
'93 SEP 27 PM 3 48
RUTH C. GARRETT
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

State of North Carolina - Durham County
This the 27th day of Sept 1993
A Notary (Notaries) Public for the Designated Governments units is (are) certified to be correct.
Ruth C. Garrett
Register of Deeds
By: Shauna A. Davis
Deputy Register of Deeds

certain General Warranty Deed dated March 7, 1996, from TLP to Prestique and recorded in Book 2171, Page 882, Durham County Registry, which deed expressly recites that the Prestique Homes Tract is subject to the Declaration.

D. Article VIII, Section 1 of the Declaration provides that, prior to the year 2016, as the owner thereof or if not the owner, with the consent of the owner thereof, the Declarant may unilaterally subject all or any portion of the real property described on Exhibit B to the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. (the "Association"), by filing with the Durham County Registry an amendment annexing such properties.

E. TLP desires to annex to the Declaration portions of the real property described on Exhibit B to the Declaration by amending the Declaration hereby.

F. Prestique desires to formally annex the Prestique Homes Tract to the Declaration by joining in this Amendment to evidence its consent to such annexation by the Declarant.

AMENDMENT:

NOW, THEREFORE, the Declaration is hereby amended to provide that the property described on Schedule A attached hereto and incorporated herein is made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association under seal as of the date first above written.

TLP:

TREYBURN LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

By: TREYBURN GP, INC., a North Carolina corporation, Its General Partner

By: Bruce Nakaoka
Bruce Nakaoka, President

ATTEST:

Donald A. Donadio
Donald A. Donadio, Asst. Secretary

[Corporate Seal]

PRESTIQUE:

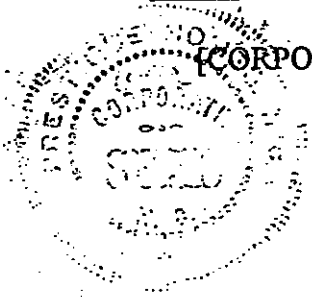
By: PRESTIQUE HOMES, INC.

By: Roger E. Chiles ¹¹⁻⁶⁴
Roger Chiles, President

ATTEST:

By: L Russell Myles
Secretary

[CORPORATE SEAL]



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Angela M Edwards, a Notary Public for said County and State, certify that Donald A. Dehadio personally appeared before me this day and acknowledged that he is the Assistant Secretary of TREYBURN GP, INC., a North Carolina corporation and general partner of TREYBURN LIMITED PARTNERSHIP, and that by authority duly given and as the act of the corporation and the partnership, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and notarial stamp or seal, this the 26th day of March 1996.



Angela M Edwards
Notary Public
My Commission Expires: May 31, 1997

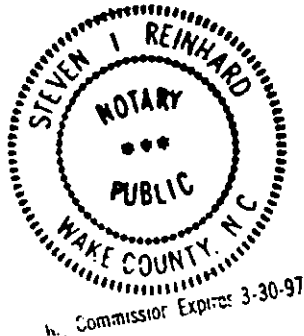
[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Steven I. Reinhard, a Notary Public for said County and State, certify that L. Russell Moxley Sr. personally appeared before me this day and acknowledged that (s)he is the Secretary of PRESTIQUE HOMES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her/himself as its Secretary.

WITNESS my hand and notarial stamp or seal, this the 7th day of March 1996.



Steven I. Reinhard
Notary Public
My Commission Expires: 3-30-97

[NOTARY SEAL]

State of North Carolina-Durham County
The foregoing certificate(s) of Angela M Edwards
Steven I Reinhard
A Notary (Notaries) Public for the Designated Governments
units is (are) certified to be correct.

This the 27 day of March A.D. 1996
Ruth C. Garrett Dorcas Blady
Register of Deeds By: Assistant, Deputy
Register of Deeds

SCHEDULE "A"

BEING all of the following lots:

Lots 52-55, 73-80 of Treyburn, Phase I, Section 15, as shown on plat recorded in Book 131, Page 134, Durham County Registry.

Lots 24-35, 51, and 66-72 of Treyburn, Phase I, Section 16, as shown on Plat recorded in Book 131, Page 135, Durham County Registry.

Lots 68-74, 148-152 and 164 of Treyburn, Phase I, Section 22A, as shown on plat recorded in Book 134, 120, Durham County Registry.

Lots 96-125 of Treyburn, Phase I, Section 23, as shown on plat recorded in Book 134, Page 121, Durham County Registry.

Lots 1-8, 21 and 22 of Treyburn, Phase I, Section 24, as shown on plat recorded in Book 132, Page 94, Durham County Registry.

Lots 9-20 of Treyburn, Phase I, Section 25, as shown on plat recorded in Book 132, Page 95, and revised in Book 133, Page 146, Durham County Registry.

Prestique Homes Tract:

Being that parcel of land situated in the City of Durham, Durham County, North Carolina, and being more particularly described as follows:

C. Unless otherwise required by the context, terms used herein have the meanings assigned to such terms in Article I of the Declaration.

D. Declarant is the owner and developer of an area within Treyburn known as The Arbors at Treyburn, which area contains approximately 15.832 acres and is more fully described on Exhibit A hereto ("The Arbors Property") which said tract or parcel has been or shall be divided into 48 lots (each a "Lot"), all as more particularly shown on a subdivision plan recorded in Map Book 138, Pages 19 and 20 Durham County Registry (the "Lot Plan"). Declarant intends to sell Lots to builders to construct zero lot line and other homes ("Homes") on the Lots.

E. Article VIII, Section 1 of the Declaration provides that, prior to the year 2016, as the owner thereof or if not the owner, with the consent of the owner thereof, the Declarant may unilaterally subject all or any portion of the real property described on Exhibit B to the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. (the "Association"), by filing with the Durham County Registry an amendment to the Declaration annexing such properties.

F. The Arbors Property is a portion of the real property described in Exhibit B to the Declaration, and Declarant desires to annex The Arbors Property to the properties heretofore made subject to the Declaration, by amending the Declaration as herein provided.

G. Declarant further desires to grant to the Association an easement extending to the front yard area of each Lot shown on the Lot Plan for the purpose of enabling the Association to cause front yard maintenance to be performed on each Lot.

H. Article I, Section 18 of the Declaration provides that the Declarant may designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that the annexed property or a portion thereof shall constitute a separate Subdistrict.

I. Article I, Section 19 of the Declaration provides that Subdistrict Assessments shall include assessments for common expenses provided for in any Subsequent Amendment, which assessment shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units against which the specific Subdistrict Assessment is levied and of maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors of the Treyburn Residential Owners Association, Inc. ("Board of Directors") and as more particularly authorized in the Declaration.

J. Declarant desires to designate The Arbors Property a Subdistrict as that term is defined in Article I, Section 18 of the Declaration and subject The Arbors Property to a Subdistrict Assessment, pursuant to the authorization of the Board of Directors as shown in Schedule 1 attached hereto and incorporated herein.

K. Declarant further desires to grant or create for the benefit of each Lot an easement appurtenant to each Lot to enter the adjacent Lot, along the zero lot line constituting the common boundary line of contiguous Lots or of any Lot and contiguous Common Area for the purpose of maintaining, repairing, replacing, and restoring the exterior surface, surface coatings, materials and other functional and ornamental objects and devices on the side wall of the single family dwelling erected on each Lot abutting the side property line and also to grant or create for the benefit of each Lot an easement for minor foundation and roof overhang encroachments.

AMENDMENT:

NOW, THEREFORE, the Declaration is hereby amended as follows:

- A. Annexation. The Arbors Property more fully described on Exhibit A attached hereto incorporated herein is hereby annexed to the real properties subject to the Declaration and thereby made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.
- B. Subdistrict designation. Declarant hereby designates The Arbors Property a Subdistrict, as that term is defined in Article I, Section 18 of the Declaration, which Subdistrict shall be known as The Arbors at Treyburn.
- C. Subdistrict assessment. By resolution of the Board of Directors, a copy of which is attached as Schedule 1 hereto and incorporated herein, there is hereby levied a Subdistrict Assessment, as that term is defined in Article I, Section 19 of the Declaration, for expenses relating to the maintenance of the front yard of each Unit on The Arbors Property. Such maintenance shall include general maintenance; landscaping, such as mowing, mulching, and planting beds; fertilizing; lawn treatment; raking; leaf and storm debris removal; treating and trimming shrubs and ground cover. Such maintenance shall not include work on lighting and exterior structures, such as driveways, walkways, and stoops or exterior walls, gutters or roofs of Units.

The initial annual Subdistrict Assessment for the calendar year beginning January 1, 1997 is \$900.00 per Lot. The Subdistrict Assessment shall be payable annually on January 1, and the purchaser of a Lot shall pay a prorated Subdistrict Assessment at the closing of the sale of the Lot. The Board of Directors may adjust the amount of the Subdistrict Assessment as often as may be necessary. The Board of Directors shall prepare an annual budget for the Subdistrict Assessment that shall include an amount for front yard maintenance and a reasonable reserve for extraordinary maintenance expenses (the "Reserve"). The portion related to front yard maintenance shall be reasonably related to the actual cost of providing or contracting for such maintenance services. The Association shall, upon demand at any time, furnish to any Owner liable for the Subdistrict Assessment, a certificate in writing, signed by an authorized representative of Declarant, setting forth whether the Subdistrict Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of the assessment to the Association therein stated to have been paid. Declarant may require the advance payment of a processing fee of Ten Dollars (\$10.00)

for the issuance of the certificate. Declarant may adjust the processing fee as necessary to cover its costs.

No Subdistrict Assessment shall be levied against an individual Lot until the Lot is sold to an Owner who occupies a Home on the Lot. Until all of the Lots are sold by Declarant, Declarant may annually elect in writing either of the following alternatives as a method of paying the Subdistrict Assessment for the unsold Lots on The Arbors Property:

- (a) pay the Subdistrict Assessment for each unsold Lot; or
- (b) pay to the Association in the form of a subsidy the difference between the amount of the actual expenditures required to provide front-yard maintenance for one year plus budgeted contributions to the Reserve and the amount received in Subdistrict Assessments from all Owners other than the Declarant.

The Subdistrict Assessment established herein shall run with The Arbors Property. Each Owner of a Home within the Subdistrict, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay the Subdistrict Assessment in addition to the assessments for Common Expenses established pursuant to the Declaration. The Subdistrict Assessment, together with interest not to exceed eighteen percent (18%) per annum or the highest rate allowed by North Carolina law computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

The Subdistrict Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot against which such Subdistrict Assessment was levied at the time the Subdistrict Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

D. Grant of easement for front yard maintenance. Declarant does hereby grant to the Association an easement with respect to each Lot in the Subdistrict for the purpose of enabling the Association to cause to be performed in the Subdistrict hereby created front yard maintenance, restoration, repair, and replacement. The easement shall extend to the front yard of each Lot as shown on the Lot Plan. "Front yard" shall mean the area between the front-facing exterior surface of the foundation of each single family dwelling and the right-of-way margin of the abutting street plus such area between the right-of-way margin and the paved area of the street right-of-way which shall be maintained as a part of any such front yard.

E. Sidewall maintenance easement; side building setback.

(1) To enable the construction and maintenance of zero lot line single family dwelling units on The Arbors Property, Declarant hereby grants each Lot on which a zero lot line dwelling is constructed (each a "Dominant Lot") an easement appurtenant to each such Lot which easement shall encompass so much of the Lot or Common Area adjoining the common side property line abutted by the zero lot line dwelling unit (the "Servient Lot") as consists of a strip 10-feet wide and lying immediately adjacent to and parallel to the common side property line of the contiguous Lots or Lot and Common Area (the "Easement Area") together with an easement for reasonable access to the Easement Area by the most direct and reasonable means from the Dominant Lot to the Easement Area. The area of the Dominant Lot exactly opposite the side property line abutted by the zero lot line dwelling shall be subject to a side building setback of not less than 10 feet, unless site limitations require a lesser setback in which case the side building setback may be reduced to not less than 6 feet, provided that if the setback shall be reduced to 6 feet, a one-hour fire wall is provided and a privacy fence not less than 6 feet high is constructed between the contiguous Lots.

(2) The easement created hereunder for the benefit of each Lot is created for the purpose of maintaining, restoring, repairing and replacing the exterior side wall of the zero lot line single family dwelling erected thereon. It shall be a condition of the exercise of the easement granted each Lot hereunder that each such Lot Owner shall in the exercise of such easement rights exercise reasonable care in protecting and preserving ground cover, trees, shrubs, lawn, and other foliage within the Easement Area and shall promptly repair, restore or replace any landscaping materials within the Easement Area damaged in the course of the exercise of the rights under the easement. The Owner of the Servient Lot shall have the right to make all such uses of the Easement Area as are not inconsistent with the purposes for which the easement is granted herein. By way of example, and not by way of limitation, the owner of the Servient Lot may landscape the Easement Area with shrubs, flowers, ground covers, small ornamental trees, movable lawn furniture, and other ornamental features consistent with the Design Guidelines applicable to the Property. Furthermore, the Owner of the Servient Lot may pave all or any part of the Easement Area and otherwise have such full use and enjoyment of the Easement Area as shall not unreasonably interfere with the exercise of the easement granted herein for the benefit of the Dominant Lot.

(3) The same Lot may be improved with a single family dwelling, a portion of each of the side walls of which dwelling abuts each of its side property lines provided that no portion of the side wall of a dwelling opposing a side wall of the same dwelling that abuts its side property line may itself be constructed so as to abut its side property line, but instead shall have a minimum side building setback of 10 feet which may be reduced to 6 feet under the conditions set out in paragraph E. (1) above.

F. Foundation easement; easement for minor encroachments such as overhanging roofs. There is hereby created by Declarant an easement appurtenant to each Lot on which there is erected a zero lot line dwelling to allow minor, inadvertent or unintentional encroachments upon the adjoining Lot a Common Area such as encroachments by foundation footings, lateral support and overhanging roofs and other architectural elements, provided that no encroachment by footings or for such other

foundation elements shall encroach upon an adjoining Lot more than [8 inches] and no encroachment into the air space of any adjoining Lot shall exceed [14 inches]. Nothing herein shall permit the creation or the maintenance of any condition that fails to comply in any material respect with any building, safety or fire code or ordinance.

G. Easement to run with the Property. The easements herein created shall run with The Arbors Property.

IN WITNESS WHEREOF, the Declarant has executed this Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association under seal as of the date first above written.

TLP:

TREYBURN LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

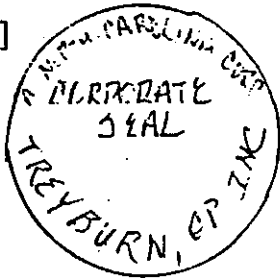
By: TREYBURN GP, INC., a North Carolina corporation, Its General Partner

By: *Kenneth K. Teshima*
Kenneth K. Teshima, President

ATTEST:

Donald A. Donadio
Donald A. Donadio, Asst. Secretary

[Corporate Seal]



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Scott Williams, a Notary Public for said County and State, certify that Donald A. Donadio personally appeared before me this day and acknowledged that he is the Assistant Secretary of TREYBURN GP, INC., a North Carolina corporation and general partner of TREYBURN LIMITED PARTNERSHIP, and that by authority duly given and as the act of the corporation and the partnership, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and notarial stamp or seal, this the 12th day of May 1997.

Scott Williams
Notary Public
My Commission Expires: 11-29-99



[NOTARY SEAL]

State of North Carolina - Durham County

The foregoing or annexed certificate(s) of R. Scott Williams

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

This the 14 day of May A.D. 19 97
WILLIE L. COVINGTON By: J. Carter
Register of Deeds By: ~~Assistant~~ / Deputy Register of Deeds

EXHIBIT "A"

BEING all of the real property located in Lebanon Township, Durham County, North Carolina, and more particularly described as follows:

BEGINNING at a concrete monument set having North Carolina Grid Coordinates North 859,318.726 feet and East 2,039,598.677 feet; running thence along the northeastern edge of property owned or formerly owned by Treyburn Limited Partnership the following two courses and distances: (i) South 26 degrees, 30 minutes, 00 seconds East 390.00 feet to an iron pin set; (ii) South 50 degrees, 30 minutes, 00 seconds East 296.86 feet to an iron pin set at the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way) and thence arriving at THE TRUE POINT OF BEGINNING.

BEGINNING at THE TRUE POINT OF BEGINNING, an iron pin set at the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way); running thence along the northeastern edge of property owned by or formerly owned by Treyburn Limited Partnership the following two courses and distances: (i) North 50 degrees, 30 minutes, 00 seconds West 296.86 feet to an iron pin set; (ii) North 26 degrees, 30 minutes, 00 seconds West 390.00 feet to a concrete monument set; running thence along the eastern edge of property owned or formerly owned by the City of Durham and known as the Little River Reservoir the following course and distance: North 17 degrees, 54 minutes, 47 seconds East 1,139.24 feet to a concrete monument set, and also said monument having North Carolina Grid Coordinates North 860,402.737 feet and East 2,039,949.076 feet; running thence along the northeastern edge of property owned or formerly owned by the City of Durham and known as the Little River Reservoir the following course and distance: North 55 degrees, 58 minutes, 17 seconds West 151.12 feet to a math point located in approximately the middle of the Little River; running thence along the middle of the Little River the following three courses and distances: (i) North 63 degrees, 30 minutes, 00 seconds East 308.59 feet to a math point; (ii) North 70 degrees, 00 minutes, 00 seconds East 150.00 feet to a math point; (iii) North 85 degrees, 33 minutes, 53 seconds East 163.93 feet to a math point; running thence South 13 degrees, 52 minutes, 02 seconds West 610.78 feet to an iron pin set; running thence along the western and southwestern edge of property owned or formerly owned by Treyburn Country Club, Treyburn Limited Partnership the following six courses and distances: (i) South 27 degrees, 39 minutes, 13 seconds West 492.44 feet to an iron pin set; (ii) South 14 degrees, 9 minutes, 11 seconds West 54.09 feet to an iron pin set; (iii) South 6 degrees, 34 minutes, 57 seconds West 224.34 feet to an iron pin set; (iv) South 10 degrees, 29 minutes, 34 seconds East 188.97 feet to an iron pin set; (v) South 70 degrees, 17 minutes, 50 seconds East 188.57 feet to an iron pin set; (vi) South 69 degrees, 22 minutes, 32 seconds East 28.83 feet to a concrete monument set; running thence along the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way) the following four courses and distances: (i) South 33 degrees, 40 minutes, 22 seconds West 219.91 feet to a concrete monument set; (ii) along a curve having a radius of 1727.95 feet and an arc length of 102.18 feet and a chord bearing and a distance of South 35 degrees, 22 minutes, 01 seconds West 102.17 feet to a concrete monument set; (iii) South 20 degrees, 44 minutes, 56 seconds West 41.13 feet to a concrete monument set; (iv) along a curve having a radius of 1739.95 feet and an arc

length of 50.70 feet and a chord bearing and distance of South 39 degrees, 11 minutes, 44 seconds West 50.70 feet to an iron pin set, the TRUE POINT OF BEGINNING, containing 15.832 acres, more or less, as shown on the survey dated September 25, 1996, prepared by Larry W. Poole & Associates, P.A. (Job No. 2084.83) for Treyburn Limited Partnership, entitled "Treyburn recombination map," recorded in Book 136, page 163, Register of Deeds, Durham County, North Carolina.

YB-149

CONSENT OF DIRECTORS
OF
TREYBURN RESIDENTIAL OWNERS ASSOCIATION, INC
TO
ACTION WITHOUT MEETING


We, the undersigned, being all the Directors of Treyburn Residential Owners Association, Inc., do hereby adopt the following resolutions by signing our written consent thereto:

WHEREAS, Treyburn Limited Partnership has designated a certain parcel of land containing approximately 15.832 acres more fully described on Exhibit A hereto to be a Subdistrict as defined in that certain Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association and Design Guidelines made the 10th day of November, 1987, and recorded in Book 1457, Page 891, Durham County Registry, as from time-to-time amended (the "Declaration"); and

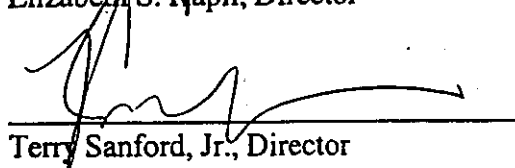
WHEREAS, the Declarant has caused to be prepared an amendment to the Declaration evidencing the creation of the Subdistrict which said Subdistrict shall be named "The Arbors at Treyburn";

NOW, THEREFORE, BE IT RESOLVED, that there is hereby established a Subdistrict Assessment for front yard maintenance with respect to the Units at any time constructed on the Lots in the Subdistrict known as the Arbors at Treyburn which said Assessment for front yard maintenance shall be and hereby is established initially as \$900.00 per Lot per annum.


This action is effective May 14, 1997.



Elizabeth S. Kapil, Director



Terry Sanford, Jr., Director


James R. Hinkle, Director

SCHEDULE 1

EXHIBIT "A"

BEING all of the real property located in Lebanon Township, Durham County, North Carolina, and more particularly described as follows:

BEGINNING at a concrete monument set having North Carolina Grid Coordinates North 859,318.726 feet and East 2,039,598.677 feet; running thence along the northeastern edge of property owned or formerly owned by Treyburn Limited Partnership the following two courses and distances: (i) South 26 degrees, 30 minutes, 00 seconds East 390.00 feet to an iron pin set; (ii) South 50 degrees, 30 minutes, 00 seconds East 296.86 feet to an iron pin set at the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way) and thence arriving at THE TRUE POINT OF BEGINNING.

BEGINNING at THE TRUE POINT OF BEGINNING, an iron pin set at the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way); running thence along the northeastern edge of property owned by or formerly owned by Treyburn Limited Partnership the following two courses and distances: (i) North 50 degrees, 30 minutes, 00 seconds West 296.86 feet to an iron pin set; (ii) North 26 degrees, 30 minutes, 00 seconds West 390.00 feet to a concrete monument set; running thence along the eastern edge of property owned or formerly owned by the City of Durham and known as the Little River Reservoir the following course and distance: North 17 degrees, 54 minutes, 47 seconds East 1,139.24 feet to a concrete monument set, and also said monument having North Carolina Grid Coordinates North 860,402.737 feet and East 2,039,949.076 feet; running thence along the northeastern edge of property owned or formerly owned by the City of Durham and known as the Little River Reservoir the following course and distance: North 55 degrees, 58 minutes, 17 seconds West 151.12 feet to a math point located in approximately the middle of the Little River; running thence along the middle of the Little River the following three courses and distances: (i) North 63 degrees, 30 minutes, 00 seconds East 308.59 feet to a math point; (ii) North 70 degrees, 00 minutes, 00 seconds East 150.00 feet to a math point; (iii) North 85 degrees, 33 minutes, 53 seconds East 163.93 feet to a math point; running thence South 13 degrees, 52 minutes, 02 seconds West 610.78 feet to an iron pin set; running thence along the western and southwestern edge of property owned or formerly owned by Treyburn Country Club, Treyburn Limited Partnership the following six courses and distances: (i) South 27 degrees, 39 minutes, 13 seconds West 492.44 feet to an iron pin set; (ii) South 14 degrees, 9 minutes, 11 seconds West 54.09 feet to an iron pin set; (iii) South 6 degrees, 34 minutes, 57 seconds West 224.34 feet to an iron pin set; (iv) South 10 degrees, 29 minutes, 34 seconds East 188.97 feet to an iron pin set; (v) South 70 degrees, 17 minutes, 50 seconds East 188.57 feet to an iron pin set; (vi) South 69 degrees, 22 minutes, 32 seconds East 28.83 feet to a concrete monument set; running thence along the southwestern margin of the Vintage Hill Parkway right of way (70-foot public right of way) the following four courses and distances: (i) South 33 degrees, 40 minutes, 22 seconds West 219.91 feet to a concrete monument set; (ii) along a curve having a radius of 1727.95 feet and an arc length of 102.18 feet and a chord bearing and a distance of South 35 degrees, 22 minutes, 01 seconds West 102.17 feet to a concrete monument set; (iii) South 20 degrees, 44 minutes, 56 seconds West 41.13 feet to a concrete monument set; (iv) along a curve having a radius of 1739.95 feet and an arc

length of 50.70 feet and a chord bearing and distance of South 39 degrees, 11 minutes, 44 seconds West 50.70 feet to an iron pin set, the TRUE POINT OF BEGINNING, containing 15.832 acres, more or less, as shown on the survey dated September 25, 1996, prepared by Larry W. Poole & Associates, P.A. (Job No. 2084.83) for Treyburn Limited Partnership, entitled "Treyburn recombination map," recorded in Book 136, page 163, Register of Deeds, Durham County, North Carolina.

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its right, title, interest and obligations as the original Declarant under the Declaration to TLP pursuant to that certain Assignment of Declarant's Rights and Obligations dated September 29, 1993, between RPA and Declarant, and recorded in Book 1897, Page 1007, Durham County Registry. Declarant acquired from TLP all of the property in Treyburn exclusive of those parcels within Treyburn which previously had been conveyed to purchasers. In connection with such acquisition TLP transferred and assigned all of its right, title, interest and obligations as Declarant under the Declaration to Treyburn Limited Liability Company pursuant to that certain assignment of Declarant's rights and obligations dated June 10, 1997, between TLP and Declarant recorded in Book 2328, Page 568, Durham County Registry.

C. Unless otherwise required by the context, terms used herein have the meanings assigned to such terms in Article I of the Declaration.

D. Declarant is the owner and developer of an acreage parcel within Treyburn known as Stagville III containing approximately 94 acres which parcel is more fully described on Exhibit A attached hereto, which parcel shall be developed for residential uses.

E. Article VIII, Section 1 of the Declaration provides that, prior to the year 2016, as the owner thereof or if not the owner, with the consent of the owner thereof, the Declarant may unilaterally subject all or any portion of the real property described on Exhibit B to the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. (the "Association"), by filing with the Durham County Registry an amendment to the Declaration annexing such properties.

F. The property described on Exhibit A hereto is a portion of the real property described in Exhibit B to the Declaration, and Declarant desires to annex the property described on Exhibit A hereto to the properties heretofore made subject to the Declaration, by amending the Declaration as herein provided.

AMENDMENT:

NOW, THEREFORE, the Declaration is hereby amended as follows:

The property more fully described on Exhibit A attached hereto and incorporated herein is hereby annexed to the real properties subject to the Declaration and thereby made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

IN WITNESS WHEREOF, the Declarant has executed this Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association under seal as of the date first above written.

TREYBURN LIMITED LIABILITY COMPANY, a North Carolina limited liability company (SEAL)

By: Its sole member/manager
Royal Hawaiian Shopping Center, Inc.

By: Richard S.H. Wong
Name: Richard S.H. Wong
Its: President

By: Scott K. Hayashi
Name: Scott K. Hayashi
Its: Assistant Vice President
Mainland Properties

ATTEST:

Phyllis T. Cuskaden
Phyllis T. Cuskaden, Secretary
Corporate

[Corporate Seal]

STATE OF HAWAII
City and
COUNTY OF HONOLULU

I, Gail A. Aila, a Notary Public for said ^{City and} County and State, certify that Phyllis T. Cuskaden personally appeared before me this day and acknowledged that she is the ^{Corporate} Secretary of Royal Hawaiian Shopping Center, Inc., a Hawaii corporation and sole member/manager of TREYBURN LIMITED LIABILITY COMPANY, and that by authority duly given and as the act of the corporation and said limited liability company, the foregoing instrument was signed in its name by Richard S. H. Wong and Scott K. Hayashi, its President and Assistant Vice President, respectively, sealed with its corporate seal, and attested by herself as its ^{Corporate} Assistant Secretary.

WITNESS my hand and notarial stamp or seal, this the 19th day of June 1998.

Gail A. Aila
Notary Public
My Commission Expires: 4-13-99

[NOTARY SEAL]

State of North Carolina - Durham County
The foregoing certificate (s) of Gail A. Aila
A Notary (Notaries) Public of the designated Governmental units
is (are) certified to be correct.
This 9 day of July, 1998
WILLIE L. COVINGTON By: Gaine Baker
Register of Deeds _{Assistant/Deputy Register of Deeds}

EXHIBIT A

I-8

Treyburn

Tract 1

BEING all of those certain tracts or parcels of land lying and being in Mangum Township, Durham County, North Carolina, and being more particularly described as follows:

To locate the point of BEGINNING, begin at an iron pin set at the eastern right-of-way of Vintage Hill Parkway, said iron pin being 556.42 feet north west of the southwestern corner of Rhododendron Drive, and running thence North 10 degrees 00 minutes 00 seconds West 149.21 feet to an iron pin, thence North 41 degrees 22 minutes 43 seconds West 279.87 feet to an iron pin, thence North 29 degrees 31 minutes 17 seconds West 476.92 feet to an iron pin, thence North 10 degrees 18 minutes 17 seconds East 559.02 feet to an iron pin, thence South 85 degrees 01 minutes 49 seconds East 14.70 feet to an iron pin, thence North 71 degrees 54 minutes 25 seconds East 78.00 feet to an iron pin, thence North 26 degrees 38 minutes 48 seconds East 121.45 feet to an iron pin, thence North 00 degrees 44 minutes 09 seconds West 45.10 feet to an iron pin, thence along a curve to the right, said curve having a radius of 2,900.00 feet, an arc length of 403.36 feet, and a chord bearing and distance of South 48 degrees 44 minutes 21 seconds East 403.04 feet to an iron pin, thence South 02 degrees 52 minutes 22 seconds East 532.10 feet to an iron pin, thence along a curve to the left, said curve having a radius of 998.80 feet, an arc length of 596.99 feet, and a chord bearing and distance of South 19 degrees 59 minutes 45 seconds East 588.14 feet to an iron pin, thence along a curve to the left, said curve having a radius of 998.80 feet, an arc length of 225.00 feet, and a chord bearing and distance of South 43 degrees 34 minutes 20 seconds East 224.52 feet to an iron pin, thence South 50 degrees 01 minutes 33 seconds East 132.81 feet to an iron pin, thence along a curve to the right, said curve having a radius of 640.00 feet, an arc length of 8.60 feet, and a chord bearing and distance of South 39 degrees 35 minutes 21 seconds West 8.60 feet to an iron pin, thence along a curve to the left, said curve having a radius of 733.56 feet, an arc length of 123.24 feet, and a chord bearing and distance of South 35 degrees 09 minutes 41 seconds West 123.09 feet to an iron pin, thence along a curve to the right, said curve having a radius of 25 feet, an arc length of 37.69 feet, and a chord bearing and distance of South 73 degrees 32 minutes 32 seconds West 34.22 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,357.21 feet, an arc length of 129.44 feet, and a chord bearing and distance of North 65 degrees 59 minutes 46 seconds West 129.39 feet to an iron pin, thence North 68 degrees 43 minutes 57 seconds West 138.31 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,397.40 feet, an arc length of 254.65 feet, and a chord bearing and distance of North 63 degrees 30 minutes 28 seconds West 254.65 feet to the point and place of BEGINNING, containing 12.078 acres, more or less.

TRACT 2

BEING all of those certain tracts or parcels of land lying and being in Mangum Township, Durham County, North Carolina, and being more particularly described as follows:

To locate the point of BEGINNING, begin at an iron pin set on the northwestern line of the property herein described, said iron pin having North Carolina Grid Coordinates N=867,330.000 and E=2,041,812.000, and running thence North 13 degrees 39 minutes 02 seconds East 288.14 feet to an iron pin, thence North 75 degrees 41 minutes 20 seconds East 101.14 feet to an iron pin, thence North 16 degrees 00 minutes 00 seconds East 48.94 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,467.40 feet, an arc length of 101.88 feet, and a chord bearing and distance of South 63 degrees 05 minutes 37 seconds East 101.86 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,467.40 feet, an arc length of 93.48 feet, and a chord bearing and distance of South 66 degrees 54 minutes 27 seconds East 93.47 feet to an iron pin, thence South 68 degrees 43 minutes 57 seconds East 138.31 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,287.23 feet, an arc length of 502.56 feet, and a chord bearing and distance of South 57 degrees 32 minutes 44 seconds East 499.37 feet to an iron pin, thence along a curve to the right, said curve having a radius of 982.09 feet, an arc length of 906.35 feet, and a chord bearing and distance of South 19 degrees 55 minutes 13 seconds East 874.52 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,602.02 feet, an arc length of 526.47 feet, and a chord bearing and distance of South 15 degrees 55 minutes 58 seconds West 524.11 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,171.27 feet, an arc length of 356.50 feet, and a chord bearing and distance of South 34 degrees 04 minutes 02 seconds West 355.13 feet to an iron pin, thence South 42 degrees 47 minutes 12 seconds West 274.76 feet to an iron pin, thence along a curve to the left, said curve having a radius of 2,326.83 feet, an arc length of 600.52 feet, and a chord bearing and distance of South 35 degrees 23 minutes 35 seconds West 598.85 feet to an iron pin, thence South 27 degrees 59 minutes 59 seconds West 206.93 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,492.89 feet, an arc length of 736.67 feet, and a chord bearing and distance of South 42 degrees 08 minutes 10 seconds West 529.22 feet to an iron pin, thence South 56 degrees 16 minutes 21 seconds West 293.17 feet to an iron pin, thence North 08 degrees 47 minutes 08 seconds West 654.95 feet to an iron pin, thence North 38 degrees 35 minutes 07 seconds East 494.36 feet to an iron pin, thence North 12 degrees 00 minutes 00 seconds East 320.00 feet to an iron pin, thence North 39 degrees 00 minutes 00 seconds East 140.00 feet to an iron pin, thence South 75 degrees 25 minutes 33 seconds East 206.65 feet to an iron pin, thence North 48 degrees 35 minutes 58 seconds East 344.62 feet to an iron pin, thence North 19 degrees 53 minutes 28 seconds West 445.18 feet to an iron pin, thence North 20 degrees 45 minutes 00 seconds West 360.00 feet to an iron pin, thence North 00 degrees 27 minutes 55 seconds East 862.03 feet to the point and place of BEGINNING, containing 67.663 acres, more or less.

EXHIBIT "A"
Stagville III - Treyburn

Being that certain tract or parcel of land lying and being in Lebanon Township, Durham County, North Carolina, and being more particularly described as follows:

To locate the point of BEGINNING, begin at that certain point of intersection of the eastern right-of-way margin of Vintage Hill Parkway and the northwesterly right-of-way margin of Rhododendron Drive, having North Carolina Grid Coordinates N=863,561.723 and E=2,042,440.777, and proceed thence along the northwesterly right-of-way margin of Rhododendron Drive the following five courses: a curve to the left having a radius of 25 feet, an arc distance of 37.69 feet and a chord bearing and distance of North 73°32' 32" East 34.22 feet; a curve to the right having a radius of 733.56 feet, an arc distance of 123.24 feet and a chord bearing and distance of North 35°09' 41" East 123.09 feet; thence continuing along a curve to the left having a radius of 640 feet, an arc distance of 365.53 feet and a chord bearing and distance of North 23°36' 44" East 360.58 feet; thence North 07°15' 00" East 242 feet to a point; thence along a curve to the right having a radius of 895.00 feet, an arc distance of 222.41 feet and a chord bearing and distance of North 14°22' 09" East 221.84 feet to a point, said point being the POINT OF BEGINNING of the hereinafter described tract; running thence along a curve to the right having a radius of 1640 feet, an arc distance of 212.66 feet, a chord bearing and distance of North 48°28' 09" West 212.51 feet to a point; thence North 44°45' 16" West 641.73 feet to a point; thence along the Norfolk & Western Railroad 100 foot right-of-way North 02°52' 22" West 65.04 feet; thence continuing along said right-of-way along a curve to the left having a radius of 1747.46 feet, an arc distance of 276.72 feet, a chord bearing and distance of North 07°24' 33" West 276.43 feet to a point on said right-of-way line; thence North 11°56' 45" West 684.77 feet to a point; thence along a curve to the right having a radius of 1420.80 feet, an arc distance of 257.99 feet and a chord bearing and distance of North 06°44' 38" West 257.63 feet; thence North 01°32' 32" West 359.20 feet to a point; thence North 79°06' 24" East 94.43 feet to a point; thence South 01°32' 32" East 222.44 feet to a point; thence North 79°06' 38" East 644.68 feet to a point; thence South 10°53' 22" East 220 feet to a point; thence North 82°52' 33" East 623.51 feet to a point; thence North 76°41' 23" East 283.59 feet to a point in the western right-of-way margin of Stagville Road; thence along with said right-of-way a curve to the left having a radius of 2590.60 feet, an arc distance of 45.22 feet, and a chord bearing and distance of South 34°00' 00" East 45.21 feet to a point; thence South 34°30' 00" East 427.61 feet to a point; thence along a curve to the left having a radius of 2635.83 feet, an arc distance of 500.13 feet, and a chord bearing and distance of South 17°33' 51" East 499.38 feet to a point; thence South 23°00' 00" East 250 feet to a point; thence along a curve to the right having a radius of 2232.86 feet, an arc distance of 428.68 feet, and a chord bearing and distance of South 17°30' 00" East 428.02 feet to a point; thence along a curve to the right having a radius of 653 feet, an arc distance of 968.75 feet and a chord bearing and distance of South 30°30' 00" West 882.32 feet to a point; thence South 73°00' 00" West 292.00 feet to a point; thence along a curve to the right having a radius of 313.87 feet, an arc distance of 175.30 feet and a chord bearing and distance of South 89°00' 00" West 173.03 feet to a point; thence along a curve to the right having a radius of 1640.00 feet, an arc distance of 590.71 feet and a chord bearing and distance of North 64°40' 53" West 587.53 feet to a point in the southeasterly right-of-way margin of Rhododendron Drive and running thence North 53°16' 24" West 62.35 feet to the point and place of Beginning; said area containing approximately 93.936 acres and said tract being known as and designated as Stagville III. The above-described property also being the same property as is shown on a plat of survey thereof recorded in Plat Book 130, Page 186, Durham County Registry.

pursuant to that certain Assignment of Declarant's Rights and Obligations dated September 29, 1993, between RPA and Declarant, and recorded in Book 1897, Page 1007, Durham County Registry. Declarant acquired from TLP all of the property in Treyburn exclusive of those parcels within Treyburn which previously had been conveyed to purchasers. In connection with such acquisition TLP transferred and assigned all of its right, title, interest and obligations as Declarant under the Declaration to Treyburn Limited Liability Company pursuant to that certain assignment of Declarant's rights and obligations dated June 10, 1997, between TLP and Declarant recorded in Book 2328, Page 568, Durham County Registry.

C. Unless otherwise required by the context, terms used herein have the meanings assigned to such terms in Article I of the Declaration.

D. Declarant is the owner and developer of an acreage parcel within Treyburn known as I8 containing approximately 80.541 acres which parcel is more fully described on Exhibit A attached hereto, which parcel shall be developed for residential uses.

E. Article VIII, Section 1 of the Declaration provides that, prior to the year 2016, as the owner thereof or if not the owner, with the consent of the owner thereof, the Declarant may unilaterally subject all or any portion of the real property described on Exhibit B to the Declaration to the provisions of the Declaration and to the jurisdiction of the Treyburn Residential Owners Association, Inc. (the "Association"), by filing with the Durham County Registry an amendment to the Declaration annexing such properties.

F. The property described on Exhibit A hereto is a portion of the real property described in Exhibit B to the Declaration, and Declarant desires to annex the property described on Exhibit A hereto to the properties heretofore made subject to the Declaration, by amending the Declaration as herein provided.

AMENDMENT:

NOW, THEREFORE, the Declaration is hereby amended as follows:

The property more fully described on Exhibit A attached hereto and incorporated herein is hereby annexed to the real properties subject to the Declaration and thereby made subject to the Declaration and all amendments thereto and to the jurisdiction of the Association.

IN WITNESS WHEREOF, the Declarant has executed this Fourteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Treyburn Residential Owners Association under seal as of the date first above written.

TREYBURN LIMITED LIABILITY COMPANY, a North Carolina limited liability company (SEAL)

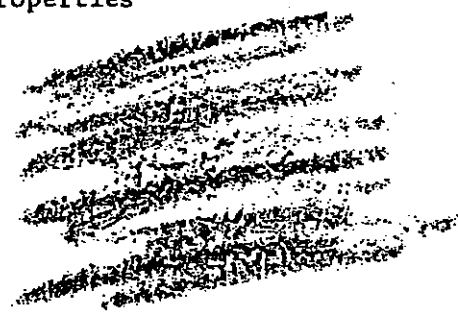
By: Its sole member/manager
Royal Hawaiian Shopping Center, Inc.

By: *Richard S.H. Wong*
Name: Richard S.H. Wong
Its: President

By: *Scott K. Hayashi*
Name: Scott K. Hayashi
Its: Assistant Vice President
Mainland Properties

ATTEST:

Phyllis T. Cuskaden
Phyllis T. Cuskaden, Secretary
Corporate
[Corporate Seal]



STATE OF HAWAII
City and
COUNTY OF HONOLULU

I, Gail A. Aila _____, a Notary Public for said ^{City and} County and State, certify that Phyllis T. Cuskaden personally appeared before me this day and acknowledged that she is the ^{Corporate} Secretary of Royal Hawaiian Shopping Center, Inc., a Hawaii corporation and sole member/manager of TREYBURN LIMITED LIABILITY COMPANY, and that by authority duly given and as the act of the corporation and said limited liability company, the foregoing instrument was signed in its name by Richard S. H. Wong and Scott K. Hayashi, its President _____ and Assistant Vice President _____ respectively, sealed with its corporate seal, and attested by herself as its ^{Corporate} Assistant Secretary.

WITNESS my hand and notarial stamp or seal, this the 17th day of June 1998.

Gail A. Aila
Notary Public
My Commission Expires: 4-13-99

[NOTARY SEAL]



State of North Carolina - Durham County
The foregoing certificate (s) of Gail A. Aila
A Notary (Notaries) Public of the designated Governmental units
is (are) certified to be correct.
This 9 day of July, 1998
WILLIE L. COVINGTON By: Theresa A. Davis
Register of Deeds Assistant/Deputy Register of Deeds

EXHIBIT "A"

I-8

Treyburn

Tract 1

BEING all of those certain tracts or parcels of land lying and being in Mangum Township, Durham County, North Carolina, and being more particularly described as follows:

To locate the point of BEGINNING, begin at an iron pin set at the eastern right-of-way of Vintage Hill Parkway, said iron pin being 556.42 feet north west of the southwestern corner of Rhododendron Drive, and running thence North 10 degrees 00 minutes 00 seconds West 149.21 feet to an iron pin, thence North 41 degrees 22 minutes 43 seconds West 279.87 feet to an iron pin, thence North 29 degrees 31 minutes 17 seconds West 476.92 feet to an iron pin, thence North 10 degrees 18 minutes 17 seconds East 559.02 feet to an iron pin, thence South 85 degrees 01 minutes 49 seconds East 14.70 feet to an iron pin, thence North 71 degrees 54 minutes 25 seconds East 78.00 feet to an iron pin, thence North 26 degrees 38 minutes 48 seconds East 121.45 feet to an iron pin, thence North 00 degrees 44 minutes 09 seconds West 45.10 feet to an iron pin, thence along a curve to the right, said curve having a radius of 2,900.00 feet, an arc length of 403.36 feet, and a chord bearing and distance of South 48 degrees 44 minutes 21 seconds East 403.04 feet to an iron pin, thence South 02 degrees 52 minutes 22 seconds East 532.10 feet to an iron pin, thence along a curve to the left, said curve having a radius of 998.80 feet, an arc length of 596.99 feet, and a chord bearing and distance of South 19 degrees 59 minutes 45 seconds East 588.14 feet to an iron pin, thence along a curve to the left, said curve having a radius of 998.80 feet, an arc length of 225.00 feet, and a chord bearing and distance of South 43 degrees 34 minutes 20 seconds East 224.52 feet to an iron pin, thence South 50 degrees 01 minutes 33 seconds East 132.81 feet to an iron pin, thence along a curve to the right, said curve having a radius of 640.00 feet, an arc length of 8.60 feet, and a chord bearing and distance of South 39 degrees 35 minutes 21 seconds West 8.60 feet to an iron pin, thence along a curve to the left, said curve having a radius of 733.56 feet, an arc length of 123.24 feet, and a chord bearing and distance of South 35 degrees 09 minutes 41 seconds West 123.09 feet to an iron pin, thence along a curve to the right, said curve having a radius of 25 feet, an arc length of 37.69 feet, and a chord bearing and distance of South 73 degrees 32 minutes 32 seconds West 34.22 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,357.21 feet, an arc length of 129.44 feet, and a chord bearing and distance of North 65 degrees 59 minutes 46 seconds West 129.39 feet to an iron pin, thence North 68 degrees 43 minutes 57 seconds West 138.31 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,397.40 feet, an arc length of 254.85 feet, and a chord bearing and distance of North 63 degrees 30 minutes 28 seconds West 254.50 feet to the point and place of BEGINNING, containing 12.878 acres, more or less.

Tract 2

BEING all of those certain tracts or parcels of land lying and being in Mangum Township, Durham County, North Carolina, and being more particularly described as follows:

To locate the point of BEGINNING, begin at an iron pin set on the northwestern line of the property herein described, said iron pin having North Carolina Grid Coordinates N=863,330.000 and E=2,041,812.000, and running thence North 13 degrees 39 minutes 02 seconds East 288.14 feet to an iron pin, thence North 75 degrees 41 minutes 20 seconds East 101.14 feet to an iron pin, thence North 16 degrees 00 minutes 00 seconds East 48.94 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,467.40 feet, an arc length of 101.88 feet, and a chord bearing and distance of South 63 degrees 05 minutes 37 seconds East 101.86 feet to an iron pin, thence along a curve to the left, said curve having a radius of 1,467.40 feet, an arc length of 93.48 feet, and a chord bearing and distance of South 66 degrees 54 minutes 27 seconds East 93.47 feet to an iron pin, thence South 68 degrees 43 minutes 57 seconds East 138.31 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,287.23 feet, an arc length of 502.56 feet, and a chord bearing and distance of South 57 degrees 32 minutes 44 seconds East 499.37 feet to an iron pin, thence along a curve to the right, said curve having a radius of 982.09 feet, an arc length of 906.35 feet, and a chord bearing and distance of South 19 degrees 55 minutes 13 seconds East 874.52 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,602.02 feet, an arc length of 526.47 feet, and a chord bearing and distance of South 15 degrees 55 minutes 58 seconds West 524.11 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,171.27 feet, an arc length of 356.50 feet, and a chord bearing and distance of South 34 degrees 04 minutes 02 seconds West 355.13 feet to an iron pin, thence South 42 degrees 47 minutes 12 seconds West 274.76 feet to an iron pin, thence along a curve to the left, said curve having a radius of 2,326.83 feet, an arc length of 600.51 feet, and a chord bearing and distance of South 35 degrees 23 minutes 35 seconds West 598.85 feet to an iron pin, thence South 27 degrees 59 minutes 59 seconds West 206.93 feet to an iron pin, thence along a curve to the right, said curve having a radius of 1,492.89 feet, an arc length of 736.67 feet, and a chord bearing and distance of South 42 degrees 08 minutes 10 seconds West 729.22 feet to an iron pin, thence South 56 degrees 16 minutes 21 seconds West 293.17 feet to an iron pin, thence North 08 degrees 47 minutes 08 seconds West 654.95 feet to an iron pin, thence North 38 degrees 35 minutes 07 seconds East 494.36 feet to an iron pin, thence North 12 degrees 00 minutes 00 seconds East 320.00 feet to an iron pin, thence North 39 degrees 00 minutes 00 seconds East 140.00 feet to an iron pin, thence South 75 degrees 25 minutes 33 seconds East 206.65 feet to an iron pin, thence North 48 degrees 35 minutes 58 seconds East 344.62 feet to an iron pin, thence North 19 degrees 53 minutes 28 seconds West 445.18 feet to an iron pin, thence North 26 degrees 45 minutes 00 seconds West 360.00 feet to an iron pin, thence North 00 degrees 27 minutes 55 seconds East 862.03 feet to the point and place of BEGINNING, containing 67.663 acres, more or less.