



2003076702

FOR REGISTRATION REGISTER OF DEEDS

Willie L. Covington

DURHAM COUNTY, NC

2003 DEC 29 09:05:36 AM

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INSTRUMENT # 2003076702

Prepared By and Mail To: C. Thomas Biggs, Attorney at Law, P.O. Box 376, Durham, NC 27702

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GLENNSTONE OPEN SPACE

This Declaration of Covenants, Conditions and Restrictions for Glennstone Open Space made and entered into this the 23rd day of December, 2003 by CIMLAND, L.L.C., a North Carolina Limited Liability Company, 2330 Operations Drive, Durham, North Carolina, 27705 (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain Properties located in the County of Durham, State of North Carolina; and

WHEREAS, Declarant desires to subject the Properties to certain protective covenants, conditions restrictions and easements as hereinafter set forth; and

NOW THEREFORE, Declarant hereby declares that all of the Properties described hereinafter shall be held, sold and conveyed as part of the Glennstone

Subdivision general plan of development subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property more particularly described on Schedule A attached hereto and incorporated herein by this reference.

Section 3. "Declarant" shall mean and refer to CIMLAND, L.L.C., a North Carolina Limited Liability Company, 2330 Operations Drive, Durham, North Carolina, 27705, its successors and assigns.

ARTICLE II

USE RESTRICTIONS

Section 1. Use of properties. The Properties shall be maintained as "Open Space" as defined by the City of Durham or other purposes incidental thereto approved by the City of Durham.

(a) No portion of the Properties shall be used in a manner that would negate the ability of Declarant to develop the adjoining property know as Glennstone into a subdivision containing the number of lots approved by the City of Durham under the development plan in existence at the time of the recording of these Covenants or the revisions of some previously submitted and under review by the City of Durham.

(b) Any improvements upon the Properties, such as walking trails, will be located in areas away from the rear lines of residential lots in the Glennstone Subdivision and will not be of a nature or area that would alter the impervious surface requirements imposed by the City of Durham on any lots in the Glennstone Subdivision, unless approved by the Declarant or its delegate.

Section 2. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any portion of the Properties. Each Owner shall refrain from any act or use which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the Glennstone Subdivision. Notwithstanding the preceding language in this paragraph, an Owner may use whatever machinery or tools are necessary to maintain the Properties as a nature preserve.

Section 3. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Properties shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE III
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, its delegate, or the City of Durham shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The Covenants, Conditions and Restrictions of the Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for two successive periods of ten (10) years each. This Declaration may be amended during the first thirty (30) year period by an instrument only if approved by the Declarant or its delegate and the Owner.

Section 4. Amendment Form. If any amendment to these Covenants, Conditions and Restrictions is so approved, each such amendment shall be delivered to the Declarant or its delegate. Thereupon, the Declarant or its delegate shall within thirty (30) days, do the following:

- (a). Reasonably assure itself that the amendment has been validly approved by the City of Durham or other appropriate governmental authority.

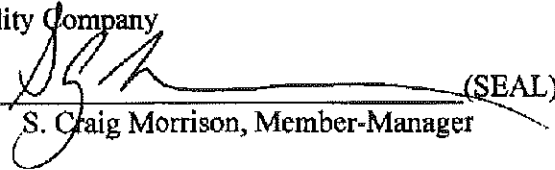
(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Declarant or its delegate in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, Declarant or its delegate shall cause the amendment to be recorded in the Durham County Registry.

All amendments shall be effective from the date of their recordation in the Durham County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Declarant. When any instrument purporting to amend the Covenants, Conditions, and Restrictions has been certified by the Declarant or its delegate, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set its hand and seal this 23rd day of December, 2003.

CIMLAND, L.L.C., a North Carolina Limited Liability Company

BY:  (SEAL)
S. Craig Morrison, Member-Manager

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, Carol L. Cheek, a Notary Public for said County and State, do hereby certify that S. Craig Morrison, Member-Manager of CIMLAND, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and notarial seal this the 23rd day of December, 2003.

Paula L Mann

Notary Public

My Commission Expires:

3-13-2005

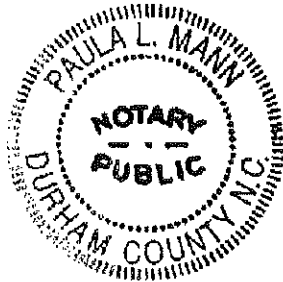


EXHIBIT A
LEGAL DESCRIPTION

BEGINNING at a stake on the north side of Glennstone Drive, the southeast corner of Lot 40 of Glennstone, Phase I, as per plat and survey in Plat Book 155 at Page 71, Durham County Registry, and running thence with the rear lines of multiple lots of Glennstone, Phase I, the following courses and distances: North 28° 12' 39" West 405.36 feet to a stake; North 38° 38' 22" West 89.59 feet to a stake; North 52° 23' 57" West 89.53 feet to a stake; North 66° 29' 18" West 89.53 feet to a stake; North 80° 34' 39" West 89.53 feet to a stake; North 85° 43' 34" West 64.07 feet to a stake; South 85° 38' 30" West 73.94 feet to a stake; South 47° 42' 38" West 120.16 feet to a stake; South 09° 46' 46" West 120.28 feet to a stake; South 28° 09' 07" East 120.28 feet to a stake; South 66° 04' 59" East 117.99 feet to a stake; North 77° 17' 16" East 111.84 feet to a stake; South 55° 04' 13" East 69.58 feet to a stake; South 28° 12' 39" East 110.00 feet to a stake in the line of Glennstone Open Space as shown in Plat Book 155 at Page 67, Durham County Registry; thence with the line of said Open Space, the following courses and distances: South 61° 47' 21" West 46.33 feet to a stake; South 82° 56' 31" West 189.15 feet to a stake; South 48° 05' 34" West 186.40 feet to a stake; South 07° 32' 02" West 203.23 feet to a stake; South 33° 01' 31" East 204.56 feet to a stake; South 18° 54' 46" West 1181.02 feet to a stake; South 89° 07' 39" West 723.11 feet to a stake; North 08° 17' 22" East 389.18 feet to a stake; South 88° 37' 38" East 175.50 feet to a stake; North 02° 30' 56" West 280.17 feet to a stake; North 88° 37' 38" West 156.50 feet to a stake; North 06° 04' 13" West 65.80 feet to a stake; North 05° 57' 40" West 236.24 feet to a stake; North 46° 18' 52" West 160.76 feet to a stake; North 14° 46' 25" West 128.21 feet to a stake; North 20° 23' 56" West 204.13 feet to a stake; North 24° 44' 43" West 310.90 feet to a stake; North 62° 15' 55" East 632.28 feet to a stake; North 52° 20' 00" East 938.18 feet to a stake; North 52° 20' 28" East 1150.64 feet to a stake; North 79° 39' 51" East 619.43 feet to a stake; South 02° 03' 31" West 781.21 feet to a stake, the northeast corner of 20' Storm Drain Easement as shown on plat of Glennstone, Phase II, as per plat and survey in Plat Book 159 at Page 227, Durham County Registry, and running thence with the northern line of said easement and the rear line of multiple lots of said Glennstone, Phase II, the following courses and distances: North 88° 45' 00" West 25.00 feet to a stake; South 86° 43' 18" West 71.88 feet to a stake; South 74° 32' 13" West 88.39 feet to a stake; South 61° 48' 51" West 88.37 feet to a stake; South 48° 58' 06" West 88.37 feet to a stake; South 36° 13' 32" West 87.19 feet to a stake; South 29° 14' 18" West 107.17 feet to a stake; South 28° 07' 56" West 30.69 feet to a stake; South 24° 18' 17" West 75.50 feet to a stake; South 18° 51' 42" West 75.50 feet to a stake; South 13° 25' 07" West 75.50 feet to a stake; South 07° 58' 32" West 75.50 feet to a stake; South 02° 31' 57" West 75.50 feet to a stake; South 02° 54' 39" East 75.50 feet to a stake, the northeast corner of Lot 38 of Glennstone Phase I, as per plat and survey in Plat Book 155 at Page 69, Durham County Registry; South 07° 19' 43" East 47.07 feet to a stake; South 09° 01' 30" East 50.53 feet to a stake on the north side of Glennstone Drive; in a general westerly direction along a curve having a radius of 580.00 feet, 47.66 feet to a stake; and South 61° 47' 21" West 201.36 feet to a stake, the point and place of Beginning, containing 82.949 Acres, and being shown as Open Space Map of GLENNSTONE, as per plat and survey by S. D. Puckett & Associates, Inc., dated July 11, 2003, to which plat reference is hereby made for a more particular description of same. See also Plat Book 155 at Page 67, Durham County Registry.



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

PLEASE RETAIN YELLOW TRAILER PAGE

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and/or cancellation.

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Book: RE 4231 Page: 506-513
Document No.: 2003076702
DECL 8 PGS \$32.00

Recorder: CAROL JENKINS

State of North Carolina, County of Durham

The foregoing certificate of PAULA L MANN Notary is certified to be correct. This 29TH of December 2003

WILLIE L. COVINGTON, REGISTER OF DEEDS

By: Carol Jenkins

Deputy/Assistant Register of Deeds



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