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Prepared by/return to:
F. TIMOTHY NICHOLLS

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ANSLEIGH**

REGISTERED
WAKE COUNTY

THIS DECLARATION, by Eastman Development Companies, Inc., PO Box 19205, Raleigh, North Carolina 27619, a North Carolina corporation.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the Properties, as hereinafter identified, upon which it intends to develop a residential community known as Ansleigh (hereinafter "Ansleigh"); and,

WHEREAS, Declarant intends to convey the Properties to Owners and the Association, subject to certain protective covenants, conditions, restrictions, reservations, liens and easements as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described on Exhibits A and B, including the Lots and Common Area, and all additions thereto, are and shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise disposed of subject to the following easements, restrictions, covenants, conditions, charges and liens as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties and Ansleigh. These easements, restrictions, covenants, conditions, charges and liens shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Properties, or any part thereof, and shall inure to the benefit of each Owner.

ARTICLE I
DEFINITIONS

Unless the context shall prohibit or otherwise require, each of the following words or terms, whenever used herein with an initial capital letter, shall have the following meaning in this Declaration, the Articles and the Bylaws:

(a) "Amenities" mean any facilities constructed, erected or installed on or within the Common Area for the use, benefit and enjoyment of Members.

(b) "Architectural Committee" means the Architectural Committee appointed by the Board of Directors, pursuant to the

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Bylaws, or, in the absence of such Committee, the Board of Directors.

(c) "Articles" means the Articles of Incorporation for the Association, including any amendments thereto, filed with the Office of the North Carolina Secretary of State.

(d) "Assessment" means an Owner's share of the Common Expenses assessed, from time to time, against the Owner and his Lot by the Association in the manner herein provided.

(e) "Association" means Ansleigh Homeowners Association, a North Carolina non-profit corporation, and its successors.

(f) "Board of Directors" or "Board" means the Association's Board of Directors, which is the governing body of the Association.

(g) "Bylaws" means the bylaws, from time to time adopted by the Association, to govern the Association's administration and operation.

(h) "City" means the City of Raleigh, North Carolina.

(i) "Common Area" means, singularly or collectively, all that portion of the Properties (including the improvements thereto and vegetation thereon) owned or leased by the Association for the common use and enjoyment of the Owners, including, if any, roadway medians and islands, parking areas, private open space and recreational areas and facilities furnished for the general use of the Owners, ponds and dams, identification signs, and such other portions of or interests in the Properties as Declarant shall, from time to time, designate as Common Area. The Common Area may be designated by Declarant or the Association as "Private Open Space", "P.O.S.", "Common Area", "Common Property", or some other similarly descriptive term, on a Plat, in a supplemental Declaration, or in a deed or other written instrument, and the term also shall refer to all personal property owned or leased by the Association and designated as common property by the Declarant or the Association. The Common Area, at the time of Declarant's conveyance of the initial Lot in Ansleigh, is described with greater particularity on Exhibit B, attached hereto and incorporated herein by this reference.

(j) "Common Expense" and "Common Expenses" means all sums lawfully assessed by the Association, including expenses: for the administration of the Association; for the maintenance, repair or replacement of the Common Area; for hazard, liability or other insurance premiums as the Association is required to maintain; for ad valorem taxes and assessments levied against the Common Area owned in fee; for unpaid assessments resulting from the purchase of a Lot at a foreclosure sale (such assessment shall be collectible from all Members, including the purchaser at the foreclosure sale,

his successors and assigns); declared as Common Expenses by this Declaration or the Bylaws; or otherwise agreed upon by the Members to be Common Expenses.

(k) "Declarant" means Eastman Development Companies, Inc., a North Carolina corporation, and any successor to or assignee of Eastman Development Companies, Inc.'s rights, powers and authorities as Declarant hereunder (in whole or in part).

(l) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Ansleigh, and all amendments thereto filed for record in the Office of the Register of Deeds of Wake County, North Carolina, as permitted hereunder.

(m) "Lender" shall mean any bank, savings and loan association, insurance company, mortgage lender or Person having an interest in the property of another for the performance of an obligation.

(n) "Lot" means any numbered or lettered plot of land, as shown upon any recorded subdivision map of the Properties, which is zoned and intended for residential use and on which a Residence will be constructed. The Lot specifically excludes any Common Area.

(o) "Lot in Use" means any Lot on which a Residence has been constructed and for which a certificate of occupancy has been issued by the City. A Lot shall be a Lot in Use as of the first day of the month next following the day on which the certificate of occupancy has been issued for the Lot by the City.

(p) "Member" means each Owner of a Lot, including Declarant so long as it owns any Lot. No Owner shall have more than one membership per Lot.

(q) "Owner" means the record owner, whether one or more Persons, of the fee simple, or undivided fee simple, interest in a Lot, as shown by the public records of Wake County, North Carolina, but excluding Persons having such interest merely as security for the performance of an obligation.

(r) "Person" means any individual, partnership, limited liability company, corporation, trustee, association or other legal entity.

(s) "Plat" means that subdivision plat, entitled "Subdivision Map, ANSLEIGH, Phase 1 A" prepared by Land Tech and recorded in Book of Maps 1997, Pages 1600 and 1601, Wake County Registry, and any other map recorded with the Wake County Registry showing the subdivision of the Property.

(t) "Properties" means that certain real property more particularly described on Exhibit A (together with all improvements

now or hereafter located thereon), and any additional property (together with all improvements which may at any time be located thereon), made subject to this Declaration pursuant to Article VIII, Section 5, hereof.

(u) "Residence" means a detached single-family residential dwelling unit and an attached or detached garage appurtenant thereto, an attached outbuilding or storage building appurtenant thereto, and/or a detached pump house serving a swimming pool on the Lot, with all of the foregoing meeting the requirements contained in this Declaration, including approval by the Architectural Committee.

ARTICLE II
COMMON AREA

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) The right of the Association to regulate the use of, and to charge reasonable admission and other fees for the use of the Common Area and Amenities.

(b) The right of the Association to suspend the voting rights, and the right to use any Common Area and Amenities, by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(c) The right of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Area and, in aid thereof, to deed the Common Area in trust; provided, such deed of trust shall not be prohibited by law and shall be subject to the rights and easements of the Owners and the Association in the Common Area.

(d) The right of the Association, in accordance with the City Code, to dedicate, transfer or exchange all or any part of the Common Area.

(e) The right of the Association to formulate, publish, impose and enforce rules and regulations for the use and enjoyment of the Common Area, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Subject to Section 1 above, any Owner may delegate, in accordance with the Bylaws, his rights of use and enjoyment in and to the Common Area, to a member of his

family, his lawful tenants, guests, invitees or others who reside on such Owner's Lot.

Section 3. Title to Common Area. Declarant, and others subjecting real property to this Declaration, hereby covenant for themselves, their heirs and assigns that, prior to the time of the conveyance of the first Lot within Ansleigh, or any additions thereto, it will convey to the Association fee simple title to the Common Area then existing, and all improvements thereon, free and clear of all encumbrances and liens except drainage, greenway and utility easements and subject to the terms of the Easement Agreement. All Common Area shall be owned by the Association.

Section 4. Utility Charges for the Common Area. The Association shall pay any and all fees, charges and expenses arising by virtue of the use of utilities provided to and used in connection with any of the Common Area and improvements thereon. Such costs and expenses shall be a Common Expense.

Section 5. Common Area Maintenance. All Common Area, including landscape islands located in public streets or adjoining public street rights-of-way, and any improvements and vegetation, shall be maintained by the Association in a neat, clean, attractive and safe condition. Neither the City or any other governmental authority shall be responsible for the maintenance of the Common Area nor liable for any accidents or damage caused by the encroachment of the Common Area within the public streets rights of way, and the Association shall hold harmless the public and indemnify the City and all other governmental authorities from such liability.

ARTICLE III EASEMENTS

Section 1. General Easements and Associated Undertakings. All of the Properties, including the Lots and the Common Area, shall be subject to such easements for streets, utility lines, telecommunication lines, storm drainage facilities, and other public utilities, landscape easements and buffers, as established by Declarant prior to subjecting the Properties to this Declaration, including, without limitation, those shown on the Plat. The Association shall have the power and authority to grant and establish in, upon, over, under and across the Common Area such further easements as are requisite for the convenient use and enjoyment of the Properties and the Owners.

Section 2. Easement for Governmental Agencies. An easement is hereby established, for the benefit of any governmental agency, public utility company and public service agency, over all the Common Area and Lots as necessary for the setting, removal, and reading of water meters, the maintenance and replacement of gas, water, sewer, electrical, telephone, cablevision and communication

lines and facilities, the fighting of fires, collection of garbage, postal delivery, police protection and emergency and rescue activities.

Section 3. Temporary Construction Easement. Subject to such reasonable rules and regulations as may be established by the Association for the protection of the Common Area, a temporary easement over, through and to the Common Area is hereby reserved, conveyed and established in favor of Declarant and each Owner to be used for the conduct of construction activities on a Lot or the Common Area, including the storage of construction materials. This easement shall be used only as and when necessary to facilitate the construction, by Declarant or an Owner, of improvements on a Lot or the Common Area. In using and taking the benefits of this easement, Declarant, or its designate, and Owners shall use their best efforts to minimize any land, improvements, or vegetation disturbance activities within the Common Area, and shall restore such land, improvements, and vegetation therein to a condition substantially as that which existed prior to such disturbance. Should Declarant, its designate, or an Owner fail to restore the disturbed Common Area, as required above, the Association may restore the land and vegetation to the required condition and Declarant, its designate, or Owner, as the case may be, shall indemnify the Association for the reasonable expenses incurred in performing such restoration. Where any Owner seeks to take advantage of the easement herein conveyed, such Owner's rights of use shall be restricted to that Common Area which shall be reasonably servient and proximate to his Lot.

Section 4. Easement for Minor Encroachments. Each Lot and the Common Area shall be subject to a perpetual easement for the encroachment of initial improvements constructed on adjacent Lots to the extent that such initial improvements actually encroach. In addition, if any encroachment shall occur as a result of settling or shifting of any improvement or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created, and there shall be, a valid easement for such encroachment and for the perpetual maintenance of the same.

Every Lot shall be subject to an easement for entry and encroachment by Declarant, or its agents, for a period not to exceed thirty six (36) months following conveyance of a Lot to an Owner, for the purpose of correcting any problems that may arise regarding grading, drainage, streets and utility lines installed or constructed by Declarant. Declarant, or its agents, upon making entry for such purpose, shall restore the affected Lot to as near the original condition as practicable.

Section 5. Emergencies and Entrance. Each Lot shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon the Lot and/or that endangers the Common Area,

any other Lot, or any improvement thereon, and for the purpose of performing and ensuring the proper maintenance and operation of the Lots and Residences as required to be performed by the Association by this Declaration.

Section 6. Entrance Sign Easement. As shown on one or more Plats, certain of the Lots are subject to an identification sign easement. The purpose of the easement is to provide an area (the "Sign Easement Area") for the location of entrance signs identifying the Subdivision. The Association shall have the sole and exclusive right to erect and maintain such entrance signs and to plant, remove and otherwise maintain all vegetation and landscape materials within the Sign Easement Area. Such exclusive right shall include the right, at any time and from time to time, to enter upon the Sign Easement Area to erect, repair and replace the entrance signs, to plant, water, prune, weed, spray, replace and maintain any plants, trees, grass, shrubs, vegetation and other landscape materials within the Sign Easement Area, and to remove any visual obstructions to motorists. No architectural construction or hard surface improvements shall be placed within the Sign Easement Area, at any time, by the Lot Owner. In the event the Association's activities hereunder disturb the subservient Lot, the Association shall restore such Lot to a condition substantially as it existed prior to such disturbance. The Lot Owner shall remain the fee owner of the Sign Easement Area and, as such, may make all available uses of such Sign Easement Area not inconsistent with the terms of this Section and this Declaration.

Section 7. Easement for Repair, Maintenance, Etc. If any Residence is located closer than five (5) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his Residence. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which prevailed prior to the commencement of the work, as is reasonably practicable.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Lot Owner (by acceptance of a deed to a Lot), hereby covenants and agrees to pay to the Association:

- (a) the annual Assessments;
 - (b) any special Assessment for capital improvements;
- and,

(c) any special Assessments for purchase and reconstruction of Residences.

Notwithstanding any provision herein to the contrary, until a Lot becomes a Lot in Use, the Assessment for such Lot shall be twenty five percent (25%) of the Assessment of a Lot in Use. All Assessments shall be established and collected, from time to time, as hereinafter provided.

The annual and special Assessments, together with interest, costs, fines, and reasonable attorney's fees incurred by the Association in connection therewith, shall be a charge and continuing lien upon the Lot against which such Assessment is made and also the personal obligation of the Owner of the Lot at the time when such Assessment fell due. The personal obligation for delinquent obligations shall not pass to the Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the payment of Common Expenses.

Section 3. Amount of Assessment.

(a) Initial Assessment. Until January 1, 1999, the initial annual Assessment shall not exceed \$300.00 for each Lot in Use, the exact amount of which shall be determined, from time to time, as provided in subsection (d) of this Section 3.

(b) Increase by Association. From and after January 1, 1999, the annual Assessment for any year may be increased by the Board, without a vote of the Members, by a percentage not in excess of ten percent (10%) of the previous year's annual Assessment; provided, however, regardless of the percentage increase, no vote of the Members shall be necessary so long as the annual Assessment is less than \$300.00 for each Lot in Use.

(c) Increase by Members. From and after January 1, 1999, the annual assessment may be increased by a percentage greater than ten percent (10%) by the affirmative vote of two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a duly called special meeting as provided in the Bylaws.

(d) Criteria for Establishing Annual Assessment. The Association is required to establish and maintain an adequate reserve fund for the Common Expenses. The fund shall be maintained out of annual Assessments for Common Expenses. In establishing the annual Assessment for any year, the Board shall set the annual Assessment high enough to cover all

current Common Expenses, any accrued debts, and reserves for future needs.

Section 4. Special Assessments. In addition to the annual Assessment, the Association may levy, in any Assessment year, a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, maintenance, reconstruction, repair or replacement of any improvement or vegetation upon the Common Area, including the necessary fixtures and personal property related thereto; provided, however, any such Assessment shall have the assent of thirds (2/3) of each class of Members who are voting, in person or by proxy, at a duly called special meeting as provided in the Bylaws.

Section 5. Special Assessment for Purchase or Reconstruction of Residence. If any Residence is substantially destroyed by fire or other casualty, the Owner shall give written notice to the Association, within thirty (30) days of such destruction, of whether he intends to repair or reconstruct the Residence; and if the Owner fails to timely give such notice, it shall be conclusively considered, for purposes of this Section, as notice that he does not intend to repair or reconstruct the Residence. For purposes of this Section, "substantially destroyed" shall mean that the costs of replacement or repair equals at least fifty percent (50%) of the appraised value of the improvements on the Lot before they were damaged. If the Owner elects not to repair or reconstruct the Residence, the Association shall have the first right and option to purchase such Residence and Lot, as hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the Owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board shall designate the Architectural Committee, to determine whether failure to reconstruct the damaged Residence will result in substantial pecuniary injury or diminution in value to the Association and other Residences in Ansleigh. The Architectural Committee may employ such persons as are reasonably necessary to make its determination and shall report its conclusions, with supporting data, in writing to the Board within thirty (30) days. The report shall set forth such matters as the Board and the Architectural Committee deem pertinent, including the estimate of costs to purchase or reconstruct such Residence. If the Board determines that it would be advantageous for the Association to purchase and reconstruct the Residence, it shall call a special meeting of Members. Upon an affirmative vote of at least two-thirds (2/3) of each class of Members who are voting in person or by proxy, as provided in the Bylaws, the Board will be authorized to purchase and reconstruct the Residence and to assess all Lots equally for all costs and expenses arising out of such purchase and reconstruction. The Board, in its discretion, may require that the Assessment be

paid in a lump sum or in installments over a period not in excess of ten (10) years. Such an Assessment shall be in addition to, and not in lieu of, the annual Assessment provided for in Section 3 and the special Assessments provided for in Section 4 of this Article.

(b) Determination of Value. The Owner of the Residence shall convey marketable title thereto to the Association upon the Association's payment to the Owner of the fair market value of the Lot and Residence in its damaged condition. Fair market value shall be determined in any manner agreed upon by the Association and the Owner. In the absence of such agreement, each shall appoint an appraiser and those two appraisers shall appoint a third appraiser. The fair market value, as determined by any two of the three appraisers, shall be final and binding upon all parties. Each party shall pay the fee of the appraiser selected by it or him and one-half (1/2) of the third appraiser's fee. If the Board and Owner agree upon a single appraiser, each shall pay one-half (1/2) the fee of such appraiser.

(c) Application of Insurance Proceeds. The Owner of the Residence, prior to conveyance to the Association, shall apply or cause to be applied, so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the Residence as shall be necessary to pay all liens, deeds of trusts, taxes and encumbrances upon the Lot so that the fee simple marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances and obligations upon the Lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided, the Owner may retain the Lot or may transfer or convey it, upon such terms and conditions as he determines, to any person, to be used solely as a site of a single family Residence and subject to the terms of this Declaration. The reconstructed or repaired Residence shall be substantially identical to the destroyed or damaged Residence, unless a change shall be approved by the Architectural Committee, and shall be constructed in conformity with plans submitted to and approved by the Architectural Committee prior to construction.

(e) Retention by Owner. If a Residence is not habitable by reason of damage, and the Owner gives notice of his election to repair or reconstruct the Residence, the obligation of the Owner to pay Assessments shall not be suspended. In the event a Residence is damaged or destroyed, and the Owner does not begin repair or reconstruction within ninety (90) days of such damage or destruction, he shall cause

to be removed, at his expense, all debris from the Lot so that the Lot shall be placed in a neat, clean and safe condition and if he fails to do so, the Association may cause the debris to be removed and the cost of such removal shall constitute a lien upon the Residence and its Lot until paid by the Owner, unless the Lot is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the Lot and Residence, the Association is authorized to arrange such financing and execute such notes, deeds of trust and other instruments, to enter into such contracts and to do and perform such other acts and things as necessary to accomplish the reconstruction of the Residence; provided, however, that only that Residence which is to be repaired or reconstructed shall stand as security for any liens, deeds of trust or obligations arising out of said purchase or reconstruction of the Residence, and no other portion of the Properties, including the Common Area, shall be pledged, hypothecated, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no Member shall be required to become personally obligated therefor.

The Association shall hold title to the Lot for the benefit of all Members. The Board may lease or sell the Lot, and improvements thereon, upon such terms and conditions as it, in its discretion, deems most advantageous to the Members. The lease rental shall be applied in the following order of priority: (i) to the payment of taxes, assessments, liens, encumbrances and obligations on or secured by the Lot; (ii) to the maintenance, upkeep and repair of the Residence; (iii) to the payment to the Members, pro rata, of the special Assessment, if any, for purchase and reconstruction of the Residence; and, (iv) to the Common Expenses. In the event the Lot is sold, the purchase price shall be applied in the following order of priority: (i) to the payment of taxes, assessments, liens, encumbrances and obligations on or secured by the Lot; (ii) to the payment to the Members, pro rata, of the special Assessment, if any, for purchase and reconstruction of the Residence; and, (iii) to the Common Expenses. Any payment to Members of the special Assessment may be in cash, or may be applied to the annual Assessment due or to become due.

(g) Application of Declaration and Bylaws. Any Residence (including the Lot on which it was constructed) which is destroyed and not subsequently restored or reconstructed and any Residence which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and the Bylaws.

Section 6. Uniform Rate of Assessment. Both annual and special Assessments shall be fixed at a uniform rate for all Lots, subject, however, to the reduced rate for any Lot which is not a Lot in Use. All assessments may be collected at such intervals, including monthly, as determined by the Board from time to time.

Section 7. Date of Commencement of Annual Assessments: Due Dates. Unless otherwise provided by the Board or herein, each annual Assessment shall be paid in equal monthly installments, on the first day of each month, commencing with the month next following the month in which the Lot becomes a Lot in Use. The first annual Assessment shall be adjusted according to the number of months remaining in that calendar year.

The Association, upon request from a Member, shall furnish a written certificate, signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of its issuance. A reasonable charge shall be made by the Association where more than one certificate is issued in a calendar year as to a Lot.

Section 8. Effect of Nonpayment of Assessments. Any Assessment or other charge not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, it shall bear interest, from the due date, at the rate of ten percent (10.0%) per annum, and shall be subject to a late charge of \$25.00. In addition, the Association shall be entitled to recover, from the Owner and/or the Lot, its reasonable attorneys fees incurred in connection with such default. The Association may bring an action at law against the Owner to collect such delinquent Assessment, along with any late charges, fines and reasonable attorney's fees of any such action, or foreclose its lien against the Lot for such Assessment and additional charges. No Owner may waive or otherwise escape liability for the Assessments and other charges provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed of trust against the Lot. The sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to the foreclosure of such deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

Section 10. Fines. The Board may impose fines against any Lot for violation of this Declaration, the Articles or Bylaws, and such fines shall be owed to the Association, and, as such, shall be

the personal obligation of the Lot Owner and a lien against the Owner's Lot. Fines shall be paid not later than thirty (30) days after notice of the assessment of the fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover from such Owner. The fines that the Board may impose shall be as follows:

(a) First non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

(b) Second non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(c) Third and subsequent non-compliance or violation or violations that are of a continuing nature: a fine not in excess of One Hundred Dollars (\$100.00) for each week of continued violation or non-compliance.

ARTICLE V INSURANCE

Section 1. Common Area Policies. All insurance policies upon the Common Area shall be for the benefit of the Association, the Owners and their mortgagees, as their interest may appear.

Section 2. Association Coverage. The Board shall procure and maintain public liability and property damage insurance insuring each Board member, the officers and the Association against any liability to the public or to Owners (and their invitees, agents and employees) arising out of or incident to the ownership and/or use of the Common Areas, or such other areas for which the Association is responsible. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of each named insured under the policy shall not be prejudiced with respect to his action against another named insured. The amount of such public liability insurance shall be determined by the Board but, in no event, shall be less than \$1 million per occurrence with regard to the Association and each individual director and officer. The Board shall also obtain such other insurance coverage as it determines, from time to time, to be desirable and reasonable including, without limitation, fire and other hazards insurance, with extended coverage endorsement, equal to the maximum insurable replacement value on any Residence or other building owned by the Association and the Common Area. Premiums upon insurance policies obtained by the Board shall be a Common Expense.

Section 3. Fidelity Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the

Association, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to, at least, one-half (1/2) the current aggregate annual Assessment due the Association from the Owners. The cost of such coverage and bonds shall be a Common Expense.

Section 4. Proceeds. The proceeds of all contracts of insurance purchased by the Association shall be payable to the Board as insurance trustee under this Declaration.

ARTICLE VI
ARCHITECTURAL AND APPEARANCE CONTROL

No site preparation or construction, erection or installation of any exterior improvements including, but not limited to, a Residence, outbuilding, sign, fence, screen (whether by vegetation or structures) outside lighting, walk, driveway, antenna, satellite dish, solar panel, decorative lawn ornaments, number, name, sign or other structure or planting shall be constructed, erected, installed or planted upon any Lot, or the exterior of the Residence, or other structure thereon, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location with respect to topography and finished ground elevation, and other specifics thereof, shall have been submitted to and approved, in writing, by a majority of the Architectural Committee.

The Architectural Committee may refuse to approve any such exterior alterations or additions to a Lot unless such alterations or additions are in harmony with existing structures and improvements within Ansleigh, as to style, shape, color and size. However, this shall not be construed to mean that the Architectural Committee is required to approve a proposed alteration or addition that meets this criteria.

In the event the Architectural Committee shall fail to specifically approve or disapprove the plans and specifications submitted in final, accurate and complete form, within thirty (30) days after its receipt thereof, such plans and specifications shall be deemed approved.

There is specifically reserved unto the Architectural Committee the right of entry and inspection upon any Lot for the purpose of determining whether the work being undertaken conforms with the approved plans and specifications and is in a good and workmanlike manner.

The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to

remove any unapproved improvements, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney's fees in connection therewith. The Association, Declarant, Architectural Committee or any officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Association, Declarant, or Architectural Committee to recover any such damages.

ARTICLE VII
LOT USE RESTRICTIONS

Section 1. Rules and Regulations. The Board and the Architectural Committee shall, from time to time, formulate, publish, amend and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Area. Such rules and regulations, along with all policy resolutions and actions taken by the Board shall be recorded in a Book of Rules and Resolutions which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 2. Use. Each Lot, Residence and/or the Common Area shall be used and subject to the following restrictions, in addition to those, if any, set forth in the Bylaws:

(a) Each Residence shall be used for single-family residential purposes; provided, nothing herein shall preclude (i) Declarant, or its assigns, from using a Residence as a temporary office or model home, subject to the laws of the City, or (ii) subject to the laws of the City, an Owner from operating a profession therefrom, so long as the same is conducted exclusively within the Residence and does not involve meetings at the Residence with customers, clients or the general public.

(b) No permanent, above-ground swimming pool, outside clothes lines, solar panel, communication receiving or transmittal antenna or dish (other than one television satellite dish not exceeding twenty four (24) inches in diameter) shall be located upon a Lot by an Owner.

(c) A standard size realtor's "For Sale" or "For Rent" sign, may be placed on a Lot within public view without the Architectural Committee's prior approval and, subject to the laws of the City, Declarant may erect and maintain temporary signs for its temporary offices and for the marketing of the

Lots and Residences in Ansleigh.

(d) No construction materials, equipment, machinery or any other thing used for construction purposes shall be stored on a Lot, except as may relate to construction on the Lot or for longer than the length of time reasonably necessary for such construction.

(e) Nothing shall be kept, and no activity shall be carried on, within a Residence or on a Lot or the Common Area, which will increase the rate of insurance for the Common Area or result in the cancellation of any such insurance, or which will be in violation of any law, ordinance, or regulation.

(f) All garbage receptacles and containers shall be properly screened from public view, except as otherwise required by law.

(g) No trailer, tent or outbuilding on a Lot, other than the Residence, shall be used for human habitation, either temporarily or permanently.

(h) Each Owner shall provide adequate off-street parking areas for his motor vehicles and those of his family, tenants and guests, and he shall not permit any such vehicle to be regularly parked on the streets within Ansleigh.

(i) No inoperative vehicle or boat, trailer, camper or other recreational vehicle shall be regularly parked on a Lot except within a garage which is part of such Lot.

(j) Nothing shall be done in or to any Lot or Residence or the Common Area which will impair the structural integrity of any Residence or portion of the Common Area, or which would impair or alter the exterior of any Residence, except in the manner provided in this Declaration.

(k) The pursuit of hobbies or other activities which tend to cause disorderly, unsightly or unkept conditions, shall not be permitted or undertaken on a Lot or within a Residence.

(l) A reasonable number of household pets, as determined by the Board, shall be permitted to remain on a Lot, provided they are not raised or kept for commercial purposes. No stable, dog run, or other similar structure shall be constructed or placed on a Lot without the prior approval of the Architectural Committee.

(m) No immoral, noxious, offensive or loud activities shall be carried on upon the Lot or within a Residence; each Owner shall refrain from any act or use of the Lot or Residence which could reasonably cause embarrassment,

discomfort, annoyance, or become a nuisance, to the residents of Ansleigh.

(n) Each Owner shall, at his own expense, keep and maintain his Lot, the Residence, and all other improvements and vegetation thereon, in a neat, orderly and well-kept condition; provided, that such maintenance shall not hinder the Association in performing its maintenance duties as to the Common Area. If, in the opinion of the Association or the Architectural Committee, such Owner fails to so maintain his Lot, the Association may revoke the Owner's maintenance rights for a period, not to exceed one (1) year, and the Association shall provide such maintenance during the revocation period. The cost of such maintenance, and any necessary replacements or repairs, by the Association shall be added to and become a part of the current annual Assessment to which such Lot is subject and shall be paid, along with the annual Assessment, in equal monthly installments over the balance of the then current calendar year.

Section 3. Residence Size and Driveways. Except with the prior written approval of the Architectural Committee: any Residence constructed, placed or permitted to remain on a Lot shall contain not less than nine hundred forty (940) square feet, outside measurement, of enclosed heated floor area. Enclosed heated floor area shall be exclusive of basements, porches, breezeways, steps and garages. All driveways and parking areas on a Lot shall be fully paved with concrete, asphalt, brick or other permanent, hard surface paving material.

Section 4. Building Set Back Lines. Each Residence shall be located on its Lot within the building setback lines as established by the City's applicable setback regulations and zoning laws. For purposes of this restriction, eaves, steps, stoops, open and screened-in porches, overhangs, bay windows, decks, patios, chimneys shall be considered as part of the Residence.

Section 5. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as well as ten (10) feet along the rear of each Lot and five (5) feet along each side of the Lot, unless shown in excess thereof on the Plat, in which case the distance shown on the Plat shall control. Within these easements, no structure, trees or shrubs shall be placed, planted or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage channels and/or swales in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. Such easements are a part of the Lot. All lines, pipes and drains within the easements shall be Common Area and maintained by the Association, except for those improvements which a public authority or utility company is responsible. All utility lines, pipes, and drains located on a Lot,

but outside the easement, shall be maintained by the Lot Owner. The Lot Owner shall also maintain any drainage swale located on his Lot but within an easement area. Until January 1, 2007, Declarant, and thereafter the Architectural Committee, reserves the right to waive, in writing, any one or all rear and side line easement requirements.

Section 6. Limitation on Disturbance of Wetlands. Anything herein to the contrary notwithstanding, if any portion of the Common Area or a Lot is located within an area (as shown on a recorded map of the Properties) designated by any governmental authority as "stream buffer" or "wetlands", then without the prior written approval of such governmental authority: no portion of such area, including its vegetation, shall be graded, impacted or disturbed, and no improvements shall be constructed, placed or permitted to remain on or within the designated area.

Section 7. Lot Subdivision. Other than recombinations by Declarant affecting less than five percent (5%) of the square footage of a Lot, no Lot may be subdivided, by sale or otherwise, so as to reduce its total area below that as shown on the Plat, without the prior written consent of a majority of the Architectural Committee.

Section 8. Governmental Regulations. All governmental laws, rules and regulations applicable to a Lot shall be observed, at all times, by the Owner. In the event of any conflict between any provision of such governmental laws, rules and regulations, and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and any Owner 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 by the Association, Declarant or any Owner 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. Greenway - City Approval. Notwithstanding any other provisions of these Declarations, the Associations, Owners, Members, and Members' tenants, guests, invitees or families shall not, within any portion of the Common Area which is greenway area dedicated to the City, without the City's prior written consent:

- (a) grant easements of any nature whatsoever;
- (b) remove any trees or vegetation;

- (c) erect gates, fences or other structures;
- (d) place any garbage receptacles;
- (e) fill or excavate;

(f) plant vegetation or otherwise restrict or interfere with the use, maintenance and preservation of said greenway in its natural state, including without limitation, recreational pursuits such as walking, bicycling and other similar activities by the general public.

It is understood and agreed that within any greenway area, the City may erect trails and/or trail markers, place litter receptacles and other convenience facilities, and adopt and amend regulations concerning the use of the greenway (including without limitation, hours of operation), which shall be equally applicable to the general public and the Owners. The Association and Owners may adopt such other regulations governing the use of the greenway not inconsistent with those adopted by the City and may enter into such agreements with the City as is deemed appropriate to insure the maintenance and upkeep of the greenway in its natural state, free of litter and unsightly debris.

Section 3. Public Streets. The streets within Ansleigh, as shown on a Plat, shall be dedicated by Declarant for public use. Declarant shall remain responsible for the maintenance of any such street until its maintenance is accepted by the appropriate governmental authority.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, Lots and the Common Area for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by the City Attorney, or his deputy, and not less than three-fourths (3/4) of each Class of Members; provided, the Board may amend this Declaration, at any time and without consent of the Members, to correct any obvious error or inconsistency.

If any amendment to this Declaration is so approved, each such amendment shall be delivered to the Board and the City's Attorney. Thereupon, the Board shall, within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been validly approved by the Owners and the City's Attorney, or his staff. For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined.

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The form of certification shown on Exhibit C, attached hereto, is suggested.

All amendments shall be effective from the date of their recordation in the Wake County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument purporting to amend the Declaration has been certified by the Board of Directors, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all Owners and the Lots.

Anything herein to the contrary notwithstanding, until January 1, 2007, Declarant, without the consent or approval of the Members, shall have the right to amend this Declaration to conform it to the requirements of any law or regulation or governmental agency or corporation having jurisdiction over the Properties or to qualify the Properties, or any Lots and improvements thereon, for mortgage or improvement loans made, insured or guaranteed by a governmental or quasi-governmental agency, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare.

Section 6. Annexation of Additional Properties. At any time during the effective term of this Declaration, Declarant may propose that the Association annex additional real property which has been or will be developed as a part of the general plan of development for Ansleigh as follows:

(a) Additions by Declarant. If, prior to January 1, 2007, Declarant shall develop any land within the area described on Exhibit D, such additional land may be annexed by Declarant without the consent of Members, provided that, the City determines that the annexation is in accord with the general plan hereafter approved by it, if any.

(b) Other Additions. Annexation, by Declarant or others, of additional land other than that described in subsection (a), above, shall require the assent of two-thirds (2/3) of the votes of each class of Members, at a special meeting of Members.

The additions authorized under this section shall be made by filing of record an amendment, with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land or by adopting this Declaration in whole or in part by reference. Such amendment shall be approved, in advance of its recordation, by the City Attorney or his deputy, and may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed land and as are not inconsistent with the scheme of this Declaration. Subsequent to recordation of the Declaration of Annexation, but prior to the conveyance of the first Lot within the annexed land, Declarant, or others, shall deliver to the Association a deed, conforming to Article II, Section 3, conveying any Common Area within the lands annexed.

Section 7. Leasing. No Residence shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire Residence nor shall any lease of a Residence be for a period of less than twelve (12) months. Any lease must be in writing and provide that the terms of the lease and occupancy of the Residence shall be subject to this Declaration and the Bylaws and any failure by a lessee to comply with such shall be a default under the lease.

Section 8. Contract Rights of Association. As long as there is a Class B membership, any contract entered into by or on behalf of the Association shall contain a provision giving the Association, or the other party thereto, the right to terminate such contract, without penalty, upon the giving of not more than thirty (30) days written notice to the other contracting party.

Section 9. Lender's Rights. So long as any Lender holds any deed of trust upon a Lot, then upon its written request to the Association, identifying the Owner and the Lot, Lender shall be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects such Lot or a substantial portion of the Common Area;

(b) any sixty (60) day delinquency in the payment of any Assessment owed by the Owner of such Lot, on which it holds the mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Lenders;

(e) the Association's financial statement for the immediately preceding fiscal year; or,

(f) the call of any meeting of the Members to be held for the purpose of considering any proposed amendment to the Declaration, the Articles or Bylaws.

Section 10. FHA/VA/City Approval. Notwithstanding any provision in this Declaration to the contrary, as long as there is a Class B Member, and if Declarant desires to qualify any of the Properties for Federal Housing Administration ("FHA") or Veterans Administration ("VA") approval (but not otherwise), the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration or the City, as the case may be, if either has given its prior approval to the development of the Properties: annexation of additional properties, dedication or mortgaging of any Common Area, mergers or dissolution of the Association and amendment of this Declaration.

Section 11. Conflicts. In the event of a conflict between the terms and provisions of this Declaration and the Bylaws or Articles, the terms and provisions of this Declaration shall control. In the event of a conflict between the terms and provision of the Bylaws and the Articles, the terms and provisions of the Articles shall control.

Section 12. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply, either to corporations or other entities or to individuals, men or women, shall, in all cases, be assumed as though in each case fully expressed.

Section 13. Authorized Action. All action that the Association is allowed to take under this Declaration shall be authorized actions of the Association if approved by the Board in the manner provided in the Bylaws, unless the terms of this Declaration or the Articles or Bylaws expressly require the approval of the Members.

Section 14. Binding Effect. All of the terms, conditions, provisions and limitations of this Declaration shall be binding upon, and inure to the benefit of, Declarant, the Association, each Owner, and its or his successors, assigns, invitees, agents, tenants, employees and guests, as the case may be.

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BK 7669PG0444

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its general partners, and its seal affixed, as of the 25th day of September, 1997.

Eastman Development Companies, Inc.

By: Stephen B. Eastman, Jr.
President



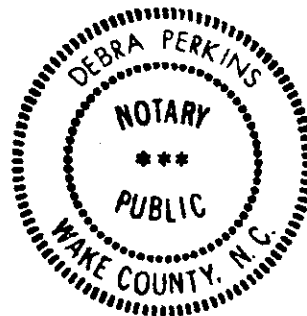
Stephen B. Eastman, Jr.
Secretary

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Stephen B. Eastman, Jr. personally came before me this day and acknowledged that he/she is _____ Secretary of Eastman Development Companies, 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 him/her as its _____ Secretary. Witness my hand and official stamp or seal, this the 25th day of September, 1997.

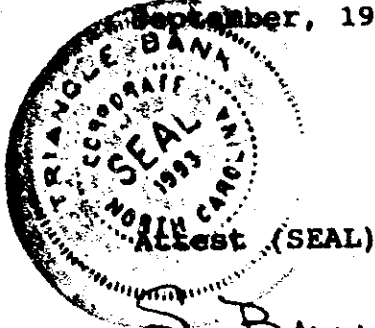
Debra Perkins
Notary Public

My Commission expires: 7-24-99



BK 7669PG0445

Triangle Bank, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which it hereby acknowledges, joins in the execution of this Declaration and does hereby subordinate the lien of its deed of trust, recorded in Book 7555, Page 897, Wake County Registry, to the terms and conditions of this Declaration. Executed this 25th day of September, 1997.



Triangle Bank

By: *Robert M. [Signature]*
Vice President

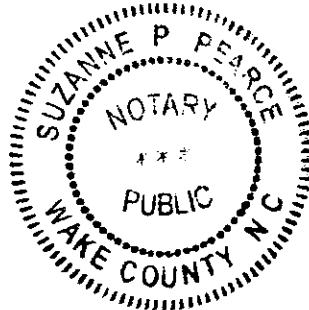
J. [Signature]
Asst Secretary

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Susan B. Mennard personally came before me this day and acknowledged that he/she is Asst. Secretary of Triangle Bank, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/her as its Asst. Secretary. Witness my hand and official stamp or seal, this the 25th day of September, 1997.

Suzanne P. Pearce
Notary Public

My Commission expires: 9/14/2002



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of *Debra Perkins*
Suzanne P. Pearce Notar(y)(ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

By *Meta N. [Signature]*
Asst/Deputy Register of Deeds

LAURA M. RIDDICK, Register of Deeds

BK7669PG0446

Exhibit A

To Declaration of Covenants, Conditions and Restrictions
for Ansleigh

BEING all of Phase 1 A [containing 9.504 acres, and consisting of Lots 1 through 7, respectively, Lots 73 through 78, respectively, Lots 99 through 127, respectively, and the public right-of-way areas (2.053 acres) and private open space (1.393 acres)], and Phase 1 B [containing 4.218 acres], all as shown on that subdivision map entitled "Subdivision Map, ANSLEIGH, Phase 1 A" prepared by Land Tech and recorded in Book of Maps 1997, Pages 1605 and 1601, Wake County Registry,

BK 7669PG0447

Exhibit B

To Declaration of Covenants, Conditions and Restrictions
for Ansleigh

BEING ALL of the Private Open Space, containing 1.393 acres and identified as "P.O.S. #1 through #4, respectively, on that subdivision map entitled "Subdivision Map, ANSLEIGH, Phase 1 A" prepared by Land Tech and recorded in Book of Maps 1997, Pages 160 and 161, Wake County Registry.

BK 7669PG0448

Exhibit C

To Declaration of Covenants, Conditions and Restrictions
for Ansleigh

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
ANSLEIGH

By authority of its Board of Directors,
Ansleigh Homeowners Association hereby
certifies that the foregoing instrument has
been duly approved by its Members and the
Raleigh City Attorney, or his staff, and is,
therefore, a valid amendment to the existing
covenants, conditions and restriction of
Ansleigh.

This the _____ day of _____, _____.

ANSLEIGH HOMEOWNERS ASSOCIATION

By: _____
President

Attest (SEAL):

Secretary

BK 7669P60449

Exhibit D

To Declaration of Covenants, Conditions and Restrictions
for Ansleigh

BEGINNING at an existing concrete monument in the southern line of Lot 181, Cardinal Grove Subdivision (BM 1995, Pg 1713), said concrete monument having NC Grid Coordinates N=764010.18 and E=2131631.42; runs thence S 87 degs 12 mins 12 secs E 270.32' to an existing 1/2" crimp iron in the southern line of Lot 177, Cardinal Grove Subdivision (BM 1995, Pg 1713), said crimp iron having NC Grid Coordinates N=763996.99 and E=2131901.42; runs thence S 87 degs 17 mins 02 secs E 534.80' to an existing concrete monument marking the northwest corner of Lot 159, Cardinal Grove Subdivision, Phase 2, Section 1 (BM 1997, Pg 539); runs thence along the western line of Cardinal Grove Subdivision, Phase 2, Section 1, S 01 degs 22 mins 31 secs W 753.81' to an existing 1-1/2" iron; runs thence S 73 degs 06 mins 52 secs E 11.13' to an existing 1" iron marking the northwest corner of the property of Pamela June Etu, now or formerly (BM 1980, Pg 306); runs thence S 01 degs 35 mins 49 secs E 66.32' to an existing 1/2" iron marking the southwest corner of Etu's property; runs thence along the southern line of Etu's property S 61 degs 33 mins 17 secs E 284.39' to an existing 1/2" iron in the western line of the property of Auto Discount Co., now or formerly (DB 5512, Pg 93); runs thence along the western line of Auto Discount's property S 00 degs 46 mins 37 secs W 1720.30' to an existing 1/2" iron in the northern line of Britt Construction Co., now or formerly (BM 1984, Pg 1784); runs thence along the northern line of Britt Construction's property S 87 degs 20 mins 21 secs W 1407.76' feet to an existing 1/2" iron marking the northwest corner of Lot 33, Adventura Estates (BM 1989, Pg 264) and being located in the eastern line of Horace C. Powell, now or formerly (DB 1536, Pg 115); runs thence along the eastern line of Powell's property N 04 degs 01 mins 19 secs E 790.45' to an existing concrete monument marking the southeast corner of Lot 9, Loop Road Subdivision, Section 3 (BM 1980, Pg 938); runs thence along the eastern line of Lot 9, Loop Road Subdivision, N 18 degs 43 mins 09 secs W 379.38' to a concrete monument; runs thence along the eastern line of Section 3 (BM 1980, Pg 938) and Section 2 (BM 1980, Pg 433), Loop Road Subdivision, N 17 degs 33 mins 43 secs E 1288.61' to an existing 3/4" iron; runs thence N 38 degs 20 mins 18 secs W 333.33' to an existing 1/2" iron in the southern right-of-way of Kyle Drive; runs thence in an easterly direction along the southern right-of-way of Kyle Drive the following five courses and distances: (i) N 58 degs 00 mins 49 secs E 46.17'; (ii) N 54 degs 19 mins 02 secs E 52.34'; (iii) N 48 degs 11 mins 15 secs E 52.97'; (iv) N 42 degs 24 mins 06 secs E 52.81'; and, (v) N 37 degs 04 mins 09 secs E 53.30' to an iron pipe; thence leaving said right-of-way and running S 78 degs 20 mins 25 secs E 66.97' to the place of BEGINNING, and consisting of 77.854 acres, more or less, as shown on that survey, dated 6/15/97, by Land Tech Surveyors Inc. and entitled "Boundary Survey Property of Margie Rose Hathaway & Martha Elizabeth Scott."