

Declaration of
Covenants, Conditions, and Restrictions
Of
Black Horse Run of Durham Homeowners Association, Inc.

THIS DECLARATION, made on the date hereinafter set forth, by BLACK HORSE RUN OF DURHAM, LTD., hereinafter referred to as “Declarant”, and any and all persons, firms, or corporations hereafter acquiring any of the within described property.

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Durham County, North Carolina, which is more particularly described on one or more plats thereof recorded in Plat Book 112, Pages 21 through 26, in the Durham County Public Registry, to which reference is hereby made for a more complete description: and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof: and,

WHEREAS, Declarant desires to create on said property certain recreational facilities for the benefit of all the owners of lots of the subdivision: and,

WHEREAS, Declarant has caused to be incorporated under the law of the State of North Carolina, as a non-profit corporation, BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the function aforesaid, and which are hereinafter more fully set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat(s) above referenced shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title, or interest in the described properties or any part the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to the BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “Owner” shall mean and refer to contract buyers and/or the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to that certain property shown on a plat recorded in Plat Book 112 Pages 21 through 26, in the office of the Durham County Register of Deeds, and shall also mean and refer to such additions and revisions thereto as may hereafter be made by Declarant by subsequent recorded instruments, which additional phases shall become a part of the subdivision.

Section 4. "Lot" shall mean and refer to any plat of land or tract shown upon the recorded subdivision plat of the Property with the exception of the Common Area and road right-of-ways. For the purpose of establishing lots subject to assessments, and fees as set forth herein all lots will be subject to same except those lots which have been found unsuitable for sewage disposal. If at any time in the future, a lot, which has been found unsuitable for sewage disposal, is determined to be suitable for same, the said lot would become subject to all assessments and fees at that time.

Section 5. "Declarant" shall mean and refer to BLACK HORSE RUN OF DURHAM, LTD. its successors and assigns if such successors or assigns should acquire one or more undeveloped lot from the Declarant for the purpose of development and if the obligations of the Declarant are expressly assigned to and assumed by such successors or assigns.

Section 6. "Common Property" shall mean all existing or future roads and right-of-ways, nature trails and recreational facilities shared by the owners, and all personal property, signs real-estate and improvements as may be purchased or provided by deed, easement or otherwise, for the common use and benefit of the owners.

ARTICLE II

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owner's easements of Enjoyment. Every owner shall have a right and easement of ingress, egress, and regress over the roads within the Property, to be used in common with others, for the purposes of providing access to lots owned by the owner for himself, his family, licensees and invitees, subject to the following provisions:

(a) The Association shall have the right to establish an assessment to be paid by each owner for the maintenance, upkeep, and repair of all roads, road right-of-ways, and any other common property, as well as the cost of operating and maintaining the Association. The Association shall have the right to charge each owner and their invitees' reasonable admission and other fees for the use of any recreational facilities.

Commencing on January 1, 1987, the annual assessment shall be two hundred fifty dollars (\$250.00) per lot as defined herein, which annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the Association. In addition to the annual assessment referred above, at the time of closing the purchase of each Lot a one-time special assessment of one hundred ninety-five dollars (\$195.00) per lot shall be payable by each lot owner to the Association. The special assessment shall be used by the Association to repair street, curbs, storm drains, road shoulder, cuts and fills until taken over for maintenance by the State. After all of the roads have been taken over by the State, any amounts left from the special assessment fund shall become part of the general funds of the Association. The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten percent (10 percent) in excess of the assessment for the previous year. A majority of the members of the Association must approve an increase in the annual assessment if the increase exceeds the assessment for the previous year by more than ten

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

percent. Furthermore, a majority of the Association must approve any decrease in the yearly assessment provided herein.

No later than December 1 of the year in which annual assessment commence, and on the same date each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the roads, road right-of-ways and other common areas; provided that, any such special assessment may differ in amount as between owners of lots so long as any difference is reasonably and equitably determined.

(b) Prior to the time the State or other Governmental Agency (herein called "State") assumes the maintenance of the roads within the Property, the chief cause of damage to the roads is due to construction of home. In order that the Association shall have the funds to repair construction damage, the Association shall collect from each builder that builds a house for an owner the sum of five hundred dollars (\$500.00) per lot to establish the Road Repair Fund. Payment into the Road Repair Fund shall be made at the time the building plans for each lot are submitted as one of the conditions to receiving plan approval. If the builder does not pay the \$500.00, the owner shall be responsible for such payments. The Association shall use the Road Repair Fund to make repairs to the road or roads abutting each owner's lot up to the centerline thereof caused by construction damage including repairs to curbs, road shoulder, storm drains, gutters, pavement (including sub-base), cuts and fills (collectively called the "Construction Repairs"). The cost of routine maintenance shall not be paid out of the Road Repair Fund. When home construction is completed on a lot, the Association will refund any balance of said \$500.00 in the Road Repair Fund not used for Construction Repairs, provided if the cost of Construction Repairs exceeds \$500.00, then the Association shall have the right to make the needed Construction Repair and bill the excess cost thereof to the lot owner. If such additional costs are not paid within 30 days, then the amount thereof shall be a lien on the owner's lot as provided for in Article IV. Construction repairs must be made of such materials and workmanship as to replace the roads in a condition where they would be acceptable for maintenance by the State. The Association shall keep all amounts collected as Road Repair Funds separate from its other accounts but may commingle into one account all Road Repair Fund monies it collects.

(c) The Declarant and its successors or assigns reserves the right at its discretion and without assuming any obligation, to continue maintenance of roads and Common Areas for such period of time and in such manner as the Declarant deems necessary provided that the Association shall have full responsibility for such maintenance and repair after Declarant no longer controls the Association.

(d) The Association shall have the right to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of the same.

(e) The suspension of the voting rights of any owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said owner.

Section 2. The Association shall, in addition to assuming responsibility for maintenance of roads and other common properties, provide such other programs and benefits for the owners as the members thereof by a seventy-five percent (75 percent) vote deem appropriate, including but not limited to improving (as opposed to repairing or maintaining) the private roads as shown on the aforesaid plots to the extent required for acceptance by the State of North Carolina or other appropriate governmental authority for maintenance. The Declarant shall have no obligation for any such assessment or other costs or expenses connected therewith with regard to any lot owned by it whether said lot was a part of Declarant's original acquisition of the property or was acquired due to a breach of sale contract, a deed in lieu of foreclosure, or by foreclosure. Repairs and maintenance of private roads may be undertaken by the Association upon a majority vote of its Board of Directors.

ARTICLE III. MEMBERSHIP, VOTING RIGHTS, OFFICERS, AND MEETINGS

Section 1. Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If Declarant develops additional phases to BLACK HORSE RUN Subdivision, the owners of lots within these additional phases shall be members of the Association. .

Section 2. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members. The vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant, who shall be entitled to a number of votes equal to the total number of votes of all Class A members plus one, so that the Declarant will have a number of votes which shall constitute a majority of the total votes of all members of the Association.

All voting by members shall be straight voting. Class B membership shall cease and terminate and be converted to Class A membership in the happening of either of the following events:

(a) January 1 1996; or

(b) At such time as Declarant voluntarily relinquishes majority control of the Association by instrument duly recorded in the Durham County Public Registry.

Declaration Book 1711 Page 805 Feb. 20, 1992

WITNESSETH

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

WHEREAS, Declarant established a general plan of development for certain properties it owned in Durham County, North Carolina, by causing to be recorded in the Office of Register of Deeds in Durham County, North Carolina a "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC.," at Book 1306, page 907 of the Durham County Registry; and

WHEREAS, under this and other documents the Declarant established a general plan of development which restricted the use and occupancy of the property for the protection of the property; and

WHEREAS, Declarant caused to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC.; and

WHEREAS, pursuant to Article III, Section 2 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTGIONS OF BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION INC., the Declarant wishes to voluntarily relinquish majority control of the Association.

NOW, THEREFORE, Declarant hereby declares that it has voluntarily relinquished and voting rights that it has as a class B member of the BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., and that by so doing it has voluntarily relinquished majority control of the Association. Further, pursuant to its obligation under Article III, Section 2 of the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., the Declarant desires that this Declaration be duly recorded in the office of the Register of Deeds of Durham County.

Section 3. There shall be three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) Directors.

ARTICLE IV MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy annual and special assessments for street, right-of-way and common property maintenance, repairs and improvements as provided in Article II, with each owner being responsible for such annual assessment. The levy may include individual assessments against owners failing to pay for repairs as provided in Article II, Section 1(b).

Any assessment not paid within thirty (30) days after the due date shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

At the time set forth herein, the obligation for the repairs, maintenance, and improvements of the private roads as shown on the aforesaid plat, or any other common property, shall be the responsibility of the Association with the owner of each lot, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessment shall be the personal obligation of the owner of each lot.

In the event that the owner of any lot fails and refuses, after demand by the Association, to pay said annual or special assessments, then the Association shall have a lien against said lot and may

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

enforce collection of said assessment, together with reasonable attorney's fees and other costs of collection, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the extent that such unpaid assessments shall be a charge against said lot.

Confirmation of Subordination Book 1392 Page 606 July 30, 1987

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions of Black Horse Run of Durham Homeowners Association, Inc., executed by Developer on July 16, 1986 and filed of record in the Durham County North Carolina Registry in Deed Book 1308, at Pages 901 through 906, provides for a lien against the property of certain property owners of the Property (as defined in said Declaration) in the event said owners fail to pay annual or special assessments; and

WHEREAS, it was not the intent of the Developer or the Association that the lien provided for by the recordation of said Declaration and subsequent failure of an owner to pay an assessment by superior to a valid first priority mortgage or deed of trust on the property of such owner as long as a notice of such specific lien is not yet of record; and

WHEREAS, certain lenders of secondary mortgage holders have raised questions about whether the lien provided for is the Declaration results in a prohibited lien superior to their mortgages; and

WHEREAS, the Developer and the Association deem it in the best interest of all owners of the Property to remove the cloud of title created by said provision in the Declaration.

NOW, THEREFORE, for the purposes set forth above, the Developer and the Association do hereby confirm that any lien created by said Declaration and an unpaid assessment shall be subordinate to any first mortgage to deed of trust which is recorded prior to the recordation of a Notice of Lien indication that such a lien has resulted from an owner's nonpayment of an assessment.

It is understood and agreed that the decision as to whether or not private roads or any common property are in need of maintenance and repair, and the decision as to what expenditure, if any, shall be made for said maintenance and repairs, shall be made by an affirmative vote of a majority of the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Notwithstanding the foregoing, each owner of a Lot, whether subject to an assessment or not, shall be solely responsible for any repairs to a street or street right-of-way or other common property necessitated by the negligent act or acts of said owner, their invitees, agents, or guests. It shall be deemed active negligence: (a) to unload any building materials on any street or street right-of-way, (b) to drive onto or park any vehicle on the shoulder of any road or (c) to drive onto any lot except across the driveway for such lot.

Section 2. The assessments levied by the Association will be used exclusively to promote the safety and welfare of the owners by providing well-maintained street, roads, and common properties within the Property, and such other benefits as permitted hereby.

ARTICLE V.
CONVEYANCE OF COMMON PROPERTY

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

Declarant will convey by general warranty deed its right, title and interest in, over, and to the street right-of-ways, easements, and common properties within the Property to the Association for the purpose of maintenance of same, and for the common use and enjoyment of the members.

Declaration Book 1711 Page 805 Feb. 20, 1992

WHEREAS, pursuant to Article V of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., the Declarant did convey by General Warranty Deed to BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., its right, title, and interest in, over, and to the street right-of-ways, easements, common properties within the property, said General Warranty Deed being recorded at Book 1648 Page 749 of the Durham County Registry; and

General Warranty Deed Book 1648 Page 749 – 752 March 28, 1991

This General Warranty Deed, made and entered into this the 28th day of March, 1991 by and between BLACK HORSE RUN OF DURHAM LIMITED PARTNERSHIP, hereinafter called "Grantor" and BLACK HORSE RUN OF DURHAM HOMEOWNER'S ASSOCIATION, INC., hereinafter called "Grantee".

W-I-T-N-E-S-S-E-T-H

That Grantor, in satisfaction of its obligation under Article V, Declaration of Covenants recorded in Real Estate Book 1306 at page 901, Durham County Registry, has and by these presents does hereby grant and convey unto the Grantee, its successors and assigns in fee simple, all of those certain lots, easements, or parcels of land situated in Mangum Township, Durham County, North Carolina, together with all improvements situated thereon and all rights appurtenant thereto, which properties are more particularly described as follows:

(Continued, see Durham County Registry)

ARTICLE VI.
GENERAL RESTRICTIVE COVENANTS

Declarant does hereby covenant and agree with all persons, firms, or corporations hereafter acquiring title to any portion of the Property, that the Property is hereby subject to restrictive covenants as to the use thereof, which restrictions are duly filed for the record in the Office of the Register of Deeds of Durham County, North Carolina. Additional phases, if added to the subdivision, shall also be subject to restrictive covenants to be recorded at such time as each such phase is added.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this the 16 day of July, 1986.

BLACK HORSE RUN OF DURHAM, LTD.
A North Carolina Limited Partnership
BY: Performance Investments, Inc.
General Partner

BY:

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 16 day of July, 1986, personally came before me
Who, being by me duly sworn, says that he is the Vice President of Performance Investments, ind. And the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him on behalf of said corporation as the general partner of Black Horse Run of Durham Ltd., a Limited partnership. And the said President acknowledges the said writing to be the act and deed of said corporation.

My commission expires:

open porches, garages, and other unheated spaces, of not less than 2,000 square feet. Any multi-level or multi-story dwelling shall have an enclosed heated living area exclusive of open porches, garages, and other unheated spaces, of not less than 2,400 square feet. All residential dwellings constructed on the property have a two-car garage.

3. Garages shall be attached to the residences, shall be constructed only on one side or rear of the residence and shall have only a rear or side entrance. All garages to be constructed in substantial architectural conformity with the construction of the residence. All driveways shall be constructed, within one year of the completion of construction of said residence, of either concrete or asphalt or other decorative type of material approved by Declarant.

4. Building setbacks are as follows:

(a) Front Street Setback: No building, except a well house, may be placed on any lot closer than sixty-five (65) feet from the road right-of-way adjoining the narrowest property line of the lot. With the exception of the Lots listed below, the building setback may be adjusted to fifty (50) feet if said adjustment is required by the Durham County Health Department to allow for proper well and septic tank placement. The following Lots may not have the front street setback adjusted:

Lot No.	Building Setback
24	80
37	130
38	67
39	135
59	80
60	121
61	170
94	90
95	155
100	112
103	405
116	170
117	150
118	125

- (a) Side Street Setback: No building, except a well house, may be placed on a corner lot within forty (40) feet of the longest lot boundary adjoining any road right-of-way.

- (b) Side and Rear Lot Line Setbacks: No building shall be located on any lot within fifteen (15) feet of the side lot line nor within thirty (30) feet of the rear lot line. No structure of any type shall be located within fifty (50) feet of any perennial stream.
- (c) Miscellaneous: (i) Any barn or outbuilding must be located to the rear of the main residence, or in the absence of a residence, any barn or outbuilding must be located on the rear one-third of the property.
- (i) Any barn or outbuilding must be located to the rear of the main residence, or in the absence of a residence, any barn or outbuilding must be located on the rear one-third of the property.
 - (ii) No driveways shall be connected directly to US Highway 501.
 - (iii) Any triangular-shaped lot shall have as its front lot line the line adjacent to the road right-of-way. All other lines for triangular-shaped lots shall be side line lots.
 - (iv) In the event of the unintentional violation of any of the buildings lines set forth herein, Declarant, its successors or assigns, shall have the right, in its sole discretion, to change the building line restrictions set forth in this instrument.
 - (v) No satellite dish or other similar structure, except a well house, may be located in front of the main residence. In addition, any satellite dish placed upon a lot must be screened from public view.
5. More than one (1) lot or parts thereof, may be combined to form one (1) or more building lots by (or with written consent of) Declarant, its successors or assigns, and in such event the building line requirements set forth herein shall apply to such lots as combined. Upon combination or subdivision of lots, the easement reserved herein shall be applicable to the rear, side, and front lot lines of such lot as combined or subdivided. No lot shall be subdivided except by Declarant prior to sale or in the event that Declarant should come into possession or lot through foreclosure of purchase after sale by Declarant.
6. Construction of new residential buildings only shall be permitted on any lot. No existing building shall be moved on a lot and converted into a dwelling unit. No structure placed on any lot shall have an exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to

commencement of construction, except with the written consent of Declarant, its successors or assigns.

7. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company and/or Piedmont Electric Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company and/or Piedmont Electric Company by the owner of each building.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except dogs, cats, and/or horses. No permanent parking will be permitted on any road right-of-way and no inoperable or junked vehicles shall be kept on any lot.
9. A fifty (50) foot vegetated buffer is hereby established by the Declarant on each bank of the stream which flows through the property, said buffer area being shown on the plat referred to herein. No lot owner shall allow trash accumulation within this buffer area.
10. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots except that Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center. Said mobile office shall be removed after all of the above described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than five years from the date this instrument is recorded.
11. No trailer, basement, tent, shack, garage, or other similar structure, either permanent or temporary, erected or placed on any lot shall be used at any time as a residence, either temporarily or permanently.
12. Until such time as an approved sewage disposal system shall become available, sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event that a community sewage disposal system becomes available in the street immediately in front of said lot, no more septic tanks or other systems shall be installed and all residences constructed thereafter shall be connected to the system.
13. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall be kept in sanitary containers which are screened from view and located behind the main residence, except that containers may be placed at the road side up to twenty-four (24) hours prior to scheduled garage collection.

14. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and perennial streams and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities and nature trails. The term "Nature Trail" here shall mean trails used for the enjoyment of the Black Horse Run Homeowners Association members, associate members, and others and as shall be determined by Declarant on constructed for walking, hiking, horseback riding, and jogging only. No motorized vehicles shall be allowed to use said trails except for maintenance purposes. The Declarant and its assigns shall have the right of ingress, egress, and regress over and upon said nature trails, including the right to maintain the nature trails in good condition.

**ENCROACHMENT AGREEMENT
FOR NATURE TRAIL, BLACK HORSE RUN SUBSIVISION
LOT 107, PHASE V, PLAT BOOK 112, PAGE 26**

THIS AGREEMENT, made this the __ day of August, 2003, by BLACK HORSE RUN OF DURHAM HOMEOWNERS ASSOCIATION, INC., a North Carolina Corporation (hereinafter referenced as "Association"), and KEVIN C. WITTKAMP and COLLEEN WITTKAMP, (hereinafter referenced as "Owners").

W-I-T-N-E-S-S-E-T-H

THAT WHEREAS, Owners own Lot 107, Phase V, Black Horse Run Subdivision, Plat Book 112, Page 26, Durham County Registry;

THAT WHEREAS, Association was granted a 30 foot nature trail easement as denoted in Deed Book 1308 Page 907 and Plat Book 112 at page 26, Durham County Registry, and

THAT WHERAS, Owners desire an encroachment into an area extending 15 feet into the nature trail easement , as measured from the easement line farthest from the Owners' back lot line, leaving 15 feet of un-encroached nature trail easement towards the back of Owners' lot, for the sole purpose of allowing them to install and maintain a "repair area" or second drain field for their septic system;

THAT WHEREAS, it is now desirable to allow Owners and their agents and contractors to encroach into said nature trail easement, to install and maintain a "repair area" or second drain field for their septic system; and

THAT WHEREAS, the Articles of Incorporation of Black Horse Run of Durham Homeowners Association, Inc, and the Black Horse Run Subdivision restrictive covenants recorded in Real Estate Books 1308 at page 907, Durham County Registry, give Association the right to modify and revise the nature trail easements and to allow the encroachment.

NOW, THEREFORE, Association takes the following action:

1. The 30 foot wide nature trail easement which runs behind Lot 107 per plat in Book 112 Page 26, Durham County Registry, is hereby subject to an encroachment of 15 feet into the easement as measured from the easement line farthest from the Owners' back lot line, leaving 15 feet of un-encroached nature trail easement towards the back of Owners' lot. Owners and their agents and contractors, from time to time, to install and maintain a "repair area" or second drain field for their septic system. In consideration of this encroachment, the Owners hereby bind themselves and their successors and assigns, to hold the Homeowners Association harmless for any damages incurred by or to the drain field from the normal use of the nature trail, and Owners agree to maintain the encroachment area such that it is returned to its state prior to its use as a part of the septic system.

EXCEPT as herein expressly modified, revised, abandoned or otherwise changed herein, the nature trails previously dedicated by the plats and instruments referred to herein shall remain in full force and effect as dedicated.

IN WITNESS WHEREOF, the undersigned Association has executed this instrument by affixing its corporate seal and executing signature of its duly authorized President, and the Owners have hereunto set their hands and adopted seals, all the day and year first above written.

Black Horse Run of Durham Homeowners Association, Inc.

15. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot between the building line and the street line, provided that the Declarant shall have the right to waive this provision if, in its sole discretion, it determines that the erection of a taller fence would not materially affect the visual appearance of the subdivision. No fence shall be erected so as to interfere with any nature trail. No chain link fences may be erected on any lot, provided that, the Declarant may, in Its sole discretion, elect to erect chain link fences within the common areas.
16. All signs to be placed within the subdivision must be approved by the Declarant. Declarant shall be permitted to maintain signs for sales purposes on lots it owns and at its sales information center.
17. No underground fuel or chemical storage tanks shall be permitted. Spill containment measures in accordance with applicable Durham County regulations must be complied with for any above ground fuel or chemical tank and any such tank shall be screened from view.
18. Items 9 and 17 are included in this instrument for the purpose of alerting future property owners to the applicable Durham County regulations. Prior to beginning construction on any lot, the property owner should consult with the appropriate county official concerning the effect of these regulations.

19. In keeping with the intention of the developer to create an equestrian community with observance of good environmental practice, the number of horses belonging to the owner of any lot shall be limited to one (1) horse per one-half acre owned. The lot owner shall be responsible for controlling odor, insects, and runoff as it relates to the keeping of horses on said lot. All equestrian matters shall be subject to the jurisdiction of Durham County authorities.
20. Notwithstanding Paragraph 2 above, Declarant reserves the right to convey any of the aforesaid lots or common areas to Black Horse Run Homeowners Association, Inc. for recreational purposes.
21. No building or structure of any kind, including fences, walls, and mailboxes shall be built on any lot, nor shall any alteration be made to any existing building or structure until plans and specifications for such construction or alteration shall have been submitted to and approved in writing by the Declarant or at such time as the Declarant relinquishes majority control of the Association in accordance with Article III, Section 2 of the Declaration of Covenants, Conditions, and Restrictions.
22. There is reserved herewith an easement for landscaping purposes in favor of the Association along the right-of-way slopes within the subdivision, as shown on the recorded plat referred to hereinabove.
23. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property specifically described herein. The Declarant reserves the right to subject additional property owned by it either within or outside of the Black Horse Run Subdivision to these or entirely different restrictions. The property described herein is also subject to that certain Declaration of Covenants, Conditions, and Restrictions duly filed for record in book 1308, at page 901, in the office of the Register of Deeds of Durham County, North Carolina.
24. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceeding, including but not limited to reasonable attorney's fees.
25. Invalidation of any one or more of these covenants by judgment or court order shall not adversely affect the balance of said covenants, which shall remain in full force and effect.
26. These covenants and the Declaration of Covenants, Conditions, and Restrictions of Black Horse Run of Durham Homeowners Association, Inc. compose the general plan of development for Black Horse Run Subdivision and are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended successive periods of ten (10) years, unless an instrument signed

by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 16 day of July, 1986

BLACK HORSE RUN OF DURHAM, LTD.
A NORTH CAROLINA LIMITED PARTNERSHIP
PERFORMANCE INVESTMENTS, INC.
GENERAL PARTNER

BY:
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 16 day of July, 1986, personally came before me
Who, being by me duly sworn, says that he is the Vice President of Performance Investments, ind. And the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him on behalf of said corporation as the general partner of Black Horse Run of Durham Ltd., a Limited partnership. And the said President acknowledges the said writing to be the act and deed of said corporation.

My commission expires:

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

BOOK 1312 PAGE 1-4

STATE OF NORTH CAROLINA)

RESTRICTIVE COVENANTS

COUNTY OF DURHAM)

Release Book 1354 Page 813 3/24/87

WHEREAS, BLACK HORSE RUN OF DURHAM, LTD., a North Carolina Limited Partnership, with its principal place of business in Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), is the owner of certain tracts of land located in Durham County, North Carolina, as shown on a plat thereof recorded in the Office of the Registrar of Deeds for Durham County, North Carolina in:

Plat Book 112, Page 61	Lots 130 through 154
Plat Book 112 Page 62	Lots 155 through 176
Plat Book 112 Page 63	Lots 177 through 198
Plat Book 112 Page 64	Lots 199 through 218
Plat Book 112 Page 65	Lots 219 through 231
Plat Book 112 Page 66	Lots 231 through 150
Plat book 112 Page 67	Lots 251 through 262 and:

WHEREAS, Declarant, the owner of said tract of land, being known as BLACK HORSE RUN SUBDIVISION, as shown on the plat aforesaid, now desires for itself, its successors, assigns, and future grantees, to place and impose certain protective covenants, and restrictions upon said lots.

NOW THEREFORE, in consideration of the promises, Declarant, for itself, its successors, assigns, and future grantees, does hereby place and impose upon all of said lots the following restriction.

1. Said lots shall be used for residential purposes only, except that a stable or horse barn may be placed alone on a lot so long as the owner of said lot maintains his permanent residence on an adjoining lot within the subdivision. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one (1) detached, single-family dwelling, a stable or horse barn, and an approved outbuilding. Provided that, Declarant reserves the exclusive right to construct a roadway over any lot owned by it in this subdivision in order to grant access to owners of any adjacent property.
2. As pertains to Lots 130 through 162 inclusive, **(Ammended from 162 to 262. Book 1314 Page 493. Sept 29 1986)** any single-family dwelling, one-story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and

These are not the official covenants for the Homeowner Association of Black Horse Rum Durham. If you wish to obtain an official recorded copy of the covenants, please contact the Durham County Register of Deeds.

other unheated spaces, of not less than 2,000 square feet. Any multi-level or multi-story dwelling shall have an enclosed heated living area exclusive of open porches, garages, and other unheated spaces, of not less than 2,400 square feet. All residential dwellings constructed on the property must have a two-car garage.

3. Garages shall be attached to the residences, shall be constructed only on one side or rear of the residence, and shall have only a rear or side entrance. All garages to be constructed in substantial architectural conformity with the construction of the residence. All driveways shall be constructed, within one year of the completion of construction of said residence, of either concrete or asphalt or other decorative type of material approved by Declarant.
4. Building setbacks are as follows:
 - a) Front Street Setback: No building, except a well house, may be placed on any lot closer than sixty-five (65) feet from the road right-of-way adjoining the narrowest property line of the lot. With the exception of the Lots listed below, the building setback may be adjusted to fifty (50) feet if said adjustment is required by the Durham County Health Department to allow for proper well and septic tank placement. The following Lots may not have the front street setback adjusted:

Lot No.	Building Setback
199	120
200	123
201	164
202	186
203	173
179	134
180	96
182	85

Waiver Book 1354 Page 808 March 10, 1987

199	65
200	65
201	65
202	65
203	65

Waiver Book 1354 Page 815 March 17, 1987

154	50
-----	----

- b) Side Street Setback: No building, except a well house, may be placed on a corner lot within forty (40) feet of the longest lot boundary adjoining any road right-of way.

- c) Side and Rear Lot Line Setbacks: No building shall be located on any lot within fifteen (15) feet of the side lot line nor within thirty (30) feet of the rear lot line. No structure of any type shall be located within fifty (50) feet of any perennial stream.
- (a) Miscellaneous: (i) Any barn or outbuilding must be located to the rear of the main residence, or in the absence of a residence, any barn or outbuilding must be located on the rear one-third of the property.
- (i) Any barn or outbuilding must be located to the rear of the main residence, or in the absence of a residence, any barn or outbuilding must be located on the rear one-third of the property.
 - (ii) No driveways shall be connected directly to US Highway 501.
 - (iii) Any triangular-shaped lot shall have as its front lot line the line adjacent to the road right-of-way. All other lines for triangular-shaped lots shall be side line lots.
 - (iv) In the event of the unintentional violation of any of the buildings lines set forth herein, Declarant, its successors or assigns, shall have the right, in its sole discretion, to change the building line restrictions set forth in this instrument.
 - (v) No satellite dish or other similar structure, except a well house, may be located in front of the main residence. In addition, any satellite dish placed upon a lot must be screened from public view.
5. More than one (1) lot or parts thereof, may be combined to form one (1) or more building lots by (or with written consent of) Declarant, its successors or assigns, and in such event the building line requirements set forth herein shall apply to such lots as combined. Upon combination or subdivision of lots, the easement reserved herein shall be applicable to the rear, side, and front lot lines of such lot as combined or subdivided. No lot shall be subdivided except by Declarant prior to sale or in the event that Declarant should come into possession or lot through foreclosure of purchase after sale by Declarant.
6. Construction of new residential buildings only shall be permitted on any lot. No existing building shall be moved on a lot and converted into a dwelling unit. No structure placed on any lot shall have an exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.
7. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company and/or Piedmont Electric Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company and/or Piedmont Electric Company by the owner of each building.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except dogs, cats, and/or horses. No permanent parking will be permitted on any road right-of-way and no inoperable or junked vehicles shall be kept on any lot.
9. A fifty (50) foot vegetated buffer is hereby established by the Declarant on each bank of the stream which flows through the property, said buffer area being shown on the plat referred to herein. No lot owner shall allow trash accumulation within this buffer area.
10. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots except that Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center. Said mobile office shall be removed after all of the above described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than five years from the date this instrument is recorded.
11. No trailer, basement, tent, shack, garage, or other similar structure, either permanent or temporary, erected or placed on any lot shall be used at any time as a residence, either temporarily or permanently
12. Until such time as an approved sewage disposal system shall become available, sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event that a community sewage disposal system becomes available in the street immediately in front of said lot, no more septic tanks or other systems shall be installed and all residences constructed thereafter shall be connected to the system.
13. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall be kept in sanitary containers which are screened from view and located behind the main residence, except that containers may be placed at the road side up to twenty-four (24) hours prior to scheduled garage collection.
14. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and perennial streams and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities and nature trails. The term "Nature Trail" here shall mean trails used for the enjoyment of the Black Horse Run Homeowners Association members, associate members, and others, and as shall be determined by Declarant on constructed for walking, hiking, horseback riding, and jogging only. No motorized vehicles shall be allowed to use said trails except for maintenance purposes. The Declarant and its assigns shall have the right of ingress, egress, and regress over and upon said nature trails, including the right to maintain the nature trails in good condition.

Agreement Book 1354 Page 816 – 818 March 14, 1987

Easement number 1

A certain 30-foot wide nature trail easement extending from the west line of Gallop Lane on either side of the map hereinafter referred to and running to the east line of a 50-foot vegetated buffer easement running north and south at the rear of Lots 163 through 168, all as shown on a map entitled Final Plat, BLACK HORSE RUEN SUBDIVISION, Phase 8, as recorded in the office of the Register of Deeds of Durham County in Plat Book 112, Page 62, to which reference is hereby made.

Easement number 2

That certain 20-foot wide drainage easement extending from the west line of Gallop Lane across Lot 166, as shown on the map hereinafter referred to, to the east line of a 50-foot vegetated buffer easement running north and south at the rear of Lots 163 through 168, all as shown on a map entitled Final Plat, BLACH HORSE RUN SUBDIVISION, Phase VIII, as recorded in the office of the Registrar of Deeds of Durham County in Plat Book 112, Page 62, to which reference is hereby made.

Agreement Book 1367 Page 959 – 960 April 29, 1987

NOW, THEREFORE, in consideration of the premises, the sum of \$10.00 in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the easement as described below be and hereby is withdrawn from dedication forever and shall no longer be used by the Association, its members, the Developer, or members of the public at large.

A certain 30-foot wide nature trail easement extending from the west line of Straightaway Lane on either side of the dividing line between Lots 260 and 261 as shown on the map hereinafter referred to and running to the east line of the northbound lane U.S. 501, all as shown on a map entitled Final Plat, BLACK HORSE RUN SUBDIVISION, Phase 13, as recorded in the office of the Register of Deeds of Durham County in Plat Book 112, Page 67, to which reference is hereby made.

Agreement Book 1344 Page 363 - 367 January 19, 1987

NOW THEREFORE, in consideration of the premises, the sum of \$10.00 in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THAT the easements as described in this Article be and hereby are withdrawn from dedication forever and shall no longer be used by the Association, its members, or members of the public at large:

A. Easement number 1:

That certain 30-foot wide nature trail easement extending from the west line of Straightaway Lane on either side of the dividing line between Lots 244 and 245 as shown on the map hereinafter referred to and running to the east line of another 30-foot wide nature trail easement running north and south at the rear of Lots 240 through 245, all as shown on a map entitled Final Plat, Black Horse Run Subdivision, Phase 12, as recorded in the office of the Registrar of Deeds of Durham County I Plat Book 112, Page 66, to which reference is hereby made.

B. Easement number 2:

That certain 30-foot wide nature trail easement extending from the south line of Colt Drive to the north line of L.H. Terry, Jr. (See Deed Book 187, Page 425) and extending across the rear line of Lot 204 to the east line of Lot 205, both of said lots and the easement bedding shown on a map entitled Final Plat, Black Horse Run Subdivision, Phase 10, as recorded in the office of the Register of Deeds of Durham County in Plat Book 112, Page 64k, to which reference is hereby made.

C. Easement number 3:

That certain 30-foot wide nature trail easement extending from the east line of Shoemaker Drive on either side of the dividing line between Lots 126 and 110 as shown on map hereinafter referred to and running to the west line of another 30-foot wide nature trail easement running north and south at the rear of Lots 110 through lot 130, all as shown on a map entitled Final Plat, Black Horse Run Subdivision, Phase 6, as recorded in the office of the Registrar of Deeds of Durham County in Plat Book 112, Page 21 to which reference is hereby made.

ARTICLE II

THAT the easements as described for and in accordance with the purposes set forth in Paragraph 14 of the Restrictive Covenants of Black Horse Run Subdivision:

A. Easement number 1:

A new 30-foot wide nature trail easement extending from the west line of Straightaway Lane to the east line of another 30-foot wide nature trail easement which runs north and south at the rear of Lots 240 through 245 as shown on a map entitled Final Plat Black Horse Run Subdivision, Phase 12, as recorded in the office of the Register of Deeds of Durham County in Plat Book 112, Page 66. The center of this new 30-foot wide nature trail easement is as follows:

Beginning at a point in the west line of Straightaway Lane, said point being located in the following courses and distance from the extreme southeast corner of Lot 243 as shown in the above referenced plat map;

S 0° 32' 30" W 176.88 feet to a point; thence in a southerly direction along the arc of a curve to the left having a radius of 2302.36 feet and a distance of 40.50 feet.

From said beginning point, running thence S 89° 32' 02" W 252.04 feet to the east line of the easements at the rear of Lots 240 through 245 as above referred to.

B. Easement number 2:

A new 30-foot wide nature trail easement extending from the south line of Colt Drive to the north line of I.H. Terry, Jr. (See Deed Book 187, Page 425), the centerline of which is the same as the dividing line between Lots 204 and 205 as shown on a map entitled Final Plat, Black Horse Run, Phase 10, as recorded in Plat Book 112, Page 64, Durham County Registrar of Deeds office to which reference is hereby made.

C. Easement number 3:

A new 30-foot wide nature trail easement extending from the east line of Shoemaker Drive to the west line of Lot 107 as shown on the map hereinafter referred to, the centerline of which is the same as the dividing line between Lots 109 and 110, also as shown on the map hereinafter referred to together with a new 30-foot wide nature trail easement across the rear of the aforesaid Lot 110 extending from the aforesaid dividing line between Lots 109 and 110 to the existing 30-foot wide nature trail easement presently located on Lot 110, all as described on a map entitled Final Plat, Black Horse Run Subdivision, Phase 5, as recorded in Plat Book 112, Page 26, Durham County Registrar of Deeds office, to which reference is hereby made.

Declaration Book 1505 Page 102 May 10, 1988

**DECLARATION OF REALIGNMENT OF AND EASEMENT COVENANTS
FOR NATURE TRAILS BLACK HORSE RUN SUBSIVISION
PHASES 12 AND 13 AS REVISED**

THIS DECLARATION, made this the 10th day of May, 1988, by BLACK HORSE RUN OF DURHAM HOMEOWNER'S ASSOCIATION, INC. and BLACK HORSE RUN OF DURHAM, LTD., a North Carolina Partnership (hereinafter collectively called Declarant), RAYMOND E. COOK and wife LINDA C. COOK, GARY R. KIRWAN and wife ROBIN W. KIRWAN, and DOUGLAS O. DEAL and wife SHARON A. DEAL.

W-I-T-N-E-S-S-E-T-H

THAT WHEREAS, Phase 12 and 13 as originally platted in Plat Books 112 at pages 66 and 67, Durham County Registry, dedicated certain 30-foot wide nature trail easements over Lots 244, 245, 253, 254, 260 and 261 as shown thereon; and

THAT WHEREAS, Lots 243, 244 and 245 were combined into two lots having lot designation 243-A and 245-A as shown in plat book 113 at page 111, Durham County Registry, and that as part of said recombination it was the intention of Declarants by a previous Easement Agreement recorded in Real Estate Book 1344 at page 363, Durham County Registry, to abandon the 30-foot nature trail easement paralleling the rear lot line

along US Highway 501, and to replace it with another 30-foot wide nature trail running along the new lot line between Lot 243-A and Lot 245-A also between Straightaway Lane and the edge of the 30-foot nature trail easement paralleling the rear lot line along US Highway 501; and

THAT WHEREAS, it then later became necessary to combine Lot 245-A as previously created with Lots 260, 261 and 262 into three lots having lot designations 260-A, 261-A and 262-A, all as shown on plat recorded in Plat Book 114 at page 76, Durham County Registry, and that as part of said combination the previously existing nature trail between Lots 260 and 261 was withdrawn by instrument recorded in Real Estate Book 1367 at page 959, Durham County Registry, and relocated by plat dedication to the new line between Lots 260-A and 261-A between Straightaway Lane and the 30-foot wide nature trail easement paralleling the rear lot lines along US Highway 501; and

THAT WHEREAS, due to some errors in description in the instrument recorded in Real Estate Book 1344 at page 363, an ambiguity in the instrument recorded in Real Estate Book 1367 at page 969, and to the failure of the surveyor to include on the plat recorded in Plat Book 114 at page 76, Durham County Registry, the 30-foot wide nature trail centered along the line between Lots 243-A and now lot 262-A, there is some discrepancy which needs clarification about some of the nature trail easements; and

THAT WHEREAS, it is also now desirable to reduce the width of or to relocate certain nature trail easements shown on the above described plats, to allow encroachments or planting in other easements and to provide in connection with reducing said widths certain additional restrictions on the use of properties adjoining these easements; and

THAT WHEREAS, the Black Horse Run Subdivision restrictive covenants recorded in Real Estate Books 1308 at page 901, 1312 at page 1 and 1314 at page 493, Durham County Registry, give Declarants the right to modify and revise the nature trail easements.

NOW, THEREFORE, Declarants take the following action:

1. The 30-foot wide nature trail easement which is centered on the lot line between Lots 253 and 254, Plat Book 112 at page 67, Durham County Registry, is hereby reduced in width to 16 feet, lying 8 feet on either side of said lot line, extending from Straightaway Lane to the edge of the 50-foot wide vegetated buffer and nature trail easement which runs along the eastern lines of said Lots 253 and 254. Except for this 16-foot wide nature trail easement herein reserved, the balance of said easement is hereby abandoned. In consideration of this reduction of width, the lot owners of Lots 253 and 254, who join in the execution of this instrument to evidence their acquiescence, hereby bind themselves and their successors and assigns, to keep any bushes, shrubs, trees or other landscape features pruned and trimmed so that there are no encroachments from said landscape features onto the 16-foot wide nature trail easement.

2. There is hereby abandoned so much of a 30-foot wide nature trail easement formerly centered on the new lot line between Lots 243-A and 262-A, Plat Book 113 at page

111, and Real Estate Book 1344 at page 363, Durham County Registry as lies between Straightaway Lane and the 30-foot wide nature trail easement running along the rear lot lines of said lots.

3. A new nature trail easement is hereby dedicated solely over Lot 243-A, Plat Book 113 at page 111, Durham County Registry, to be only 15 feet wide, bounded on the south by the northern line of Lot 262-A, on the east by Straightaway Lane, and on the west by the existing 30-foot wide nature trail easement running along the rear western line of Lot 243-A (US Highway 501).

4. Declarants hereby grant a perpetual easement to the owner of Lots 260-A, 261-A and 262-A, Plat Book 114 at page 76, Durham County Registry, to allow bushes, shrubs, trees and other living landscape features to be planted up to within twelve (12) feet of the rear western property line (US Highway 501) of said line, provided that such plantings shall not in any way interfere with or encroach upon any nature trail actually constructed across said Lots 260-A, 261-A and 262-A.

5. The 30-foot wide nature trail easement which is centered on the lot line between Lots 260-A and 261-A, Plat Book 114 at page 76, Durham County Registry, is hereby reduced in width to 16 feet, lying 8 feet on either side of said lot line, extending from Straightaway Lane to the edge of the 30-foot wide nature trail easement shown on said plat as it runs along the western lot line (US Highway 501). Except for this 16-foot wide nature trail easement herein reserved and the 30-foot wide nature trail running along the rear of Lots 260 and 261 as now shown in Plat Book 114 at page 76, Durham County Registry, the nature trail easements previously affecting Lots 260-A and 261-A are hereby abandoned to the extent not already previously withdrawn.

6. In consideration of the grant of this perpetual easement to the owner of Lots 260-A, 261-A and 262-A, the relocation and reduction of width of the other nature trail easement onto Lot 243-A, the lot owner of Lots 260-A, 261-A and 262-A, hereby join in the execution of this instrument to evidence their acquiescence, and hereby bind themselves and their successors and assigns, to keep any bushes, shrubs, trees or other landscape features pruned and trimmed so that there are no encroachments from said landscape features onto the said nature trail easements affecting their respective properties.

EXCEPT as herein expressly modified, revised, abandoned or otherwise changed herein, the nature trails previously dedicated by the plats and instruments referred to herein shall remain in full force and effect as dedicated.

IN WITNESS WHEREOF, the undersigned corporate Declarants have executed this instrument by affixing their corporate seals and executing signature of their duly authorized officers, and the individual grantors have hereunto set their hands and adopted seals, all the day and year first above written.

Black Horse Run of Durham Homeowners Association, Inc.
Black Horse Run of Durham, Ltd.

Raymond & Linda Cook (Lot 254)
Gary and Robin Kirwan (Lot 253)
Douglas and Sharon Deal (Lot 262-A)

15. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot between the building line and the street line, provided that the Declarant shall have the right to waive this provision if, in its sole discretion, it determines that the erection of a taller fence would not materially affect the visual appearance of the subdivision. No fence shall be erected so as to interfere with any nature trail. No chain link fences may be erected on any lot, provided that, the Declarant may, in Its sole discretion, elect to erect chain link fences within the common areas.
16. All signs to be placed within the subdivision must be approved by the Declarant. Declarant shall be permitted to maintain signs for sales purposes on lots it owns and at its sales information center.
17. No underground fuel or chemical storage tanks shall be permitted. Spill containment measures in accordance with applicable Durham County regulations must be complied with for any above ground fuel or chemical tank and any such tank shall be screened from view.
18. Items 9 and 17 are included in this instrument for the purpose of alerting future property owners to the applicable Durham County regulations. Prior to beginning construction on any lot, the property owner should consult with the appropriate county official concerning the effect of these regulations.
19. In keeping with the intention of the developer to create an equestrian community with observance of good environmental practice, the number of horses belonging to the owner of any lot shall be limited to one (1) horse per one-half acre owned. The lot owner shall be responsible for controlling odor, insects, and runoff as it relates to the keeping of horses on said lot. All equestrian matters shall be subject to the jurisdiction of Durham County authorities.
20. Notwithstanding Paragraph 2 above, Declarant reserves the right to convey any of the aforesaid lots or common areas to Black Horse Run Homeowners Association, Inc. for recreational purposes.
21. No building or structure of any kind, including fences, walls, and mailboxes shall be built on any lot, nor shall any alteration be made to any existing building or structure until plans and specifications for such construction or alteration shall have been submitted to and approved in writing by the Declarant or at such time as the Declarant relinquishes majority control of the Association in accordance with Article III, Section 2 of the Declaration of Covenants, Conditions, and Restrictions.

22. There is reserved herewith an easement for landscaping purposes in favor of the Association along the right-of-way slopes within the subdivision, as shown on the recorded plat referred to hereinabove.
23. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property specifically described herein. The Declarant reserves the right to subject additional property owned by it either within or outside of the Black Horse Run Subdivision to these or entirely different restrictions. The property described herein is also subject to that certain Declaration of Covenants, Conditions, and Restrictions duly filed for record in book 1308, at page 901, in the office of the Register of Deeds of Durham County, North Carolina.
24. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceeding, including but not limited to reasonable attorney's fees.