

PRESENTED

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STATE OF NORTH CAROLINA

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REGISTRATION

97 MAY 20 PM 3:41

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTYDECLARATION OF
ANNEXATION OF PROPERTY TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CIMMARON

COUNTY OF WAKE

THIS DECLARATION OF ANNEXATION is made this the 8th day of May, 1997 by and between CIMMARON HOMEOWNERS ASSOCIATION, a North Carolina Nonprofit Corporation (hereinafter, "Association"), and VIKING III ASSOCIATES, a North Carolina General Partnership (hereinafter, "Owner") (hereinafter collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Cimmaron was recorded in Book 3636, Page 522 of the Wake County Registry and thereafter amended by instruments recorded in the Wake County Registry in Book 3834, Page 412; Book 4794, Page 286; and Book 5471, Page 848 (collectively hereinafter, "Declaration"); and

WHEREAS, additional properties have been annexed into the Cimmaron development and made subject to the Declaration by instruments recorded in the Wake County Registry in Book 3723, Page 157; and Book 4162, Page 395; and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Association and Owner desire to annex additional property and to subject such property to the Declaration and to the jurisdiction of the Association; and

WHEREAS, as in consideration for the Association's membership's consent to this Declaration of Annexation, the Owner has agreed to convey certain property, make a cash payment to the Association, and waive a debt owed to it by the Association; and

WHEREAS, the additional real property to be annexed into and subject to the Declaration is described in the "Exhibit A," which is attached hereto incorporated by reference herein; and

WHEREAS, the Owner is the owner in fee simple of all of the real property described in "Exhibit A"; and

WHEREAS, the real property described in "Exhibit A" is contiguous to the property which is described in and subject to the Declaration; and

WHEREAS, pursuant to Article IX of the Declaration, the Association has obtained the assent to this annexation of at least two-thirds (2/3) of its Class A membership by a vote taken at a meeting duly called for that purpose and by written assent of members not present at the meeting to the action taken thereat, all as shown on the Certificate of Member Approval which is attached hereto, marked "Exhibit B" and incorporated by reference herein; and

WHEREAS, the approval of this annexation by the Town of Wake Forest is attached hereto, marked "Exhibit C" and incorporated by reference herein; and

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Association and Owner hereby declare as follows:

1. That the real property identified and described on "Exhibit A," which is attached hereto and incorporated herein by reference (hereinafter, "Annexed Property"), shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Association.

2. That said Annexed Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (all hereinafter sometimes referred to as the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the Annexed Property and be binding on all parties having or acquiring any right, title and interest in the Annexed Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. This Declaration of Annexation shall be effective upon the date and time of recordation in the Wake County Registry.

4. Upon recordation of this Declaration of Annexation in the Wake County Registry, and pursuant to its offer of inducement to the Association, the Owner shall:

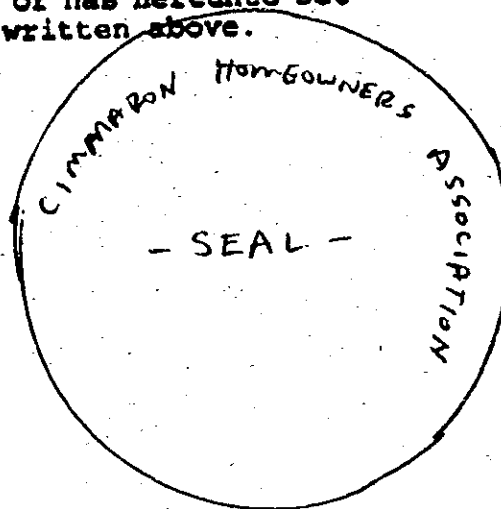
(a). Prior to the conveyance by the Owner of any lot within the Annexed Property, deliver to the Association, pursuant to Article IX, Section 4 of the Declaration, one or more North Carolina Warranty Deeds conveying fee simple title to all of the Common Area within the Annexed Property, said Common Area being described in "Exhibit D," which is attached hereto and incorporated by reference herein, and said Common Area shall be conveyed free and clear of all encumbrances and liens except utility, storm drainage and greenway easements;

(b). Deliver a check in the amount of \$5,000.00 to the Association; and

(c). Expressly waive in writing the debt owed by the Association to the Owner for the construction of the entrance sign.

IN WITNESS WHEREOF, each of the undersigned has caused this Declaration of Annexation to be executed and sealed in its corporate name by its duly authorized officers, or has hereunto set his hand and seal, on the date and year first written above.

CIMMARON HOMEOWNERS ASSOCIATION

By: Jane E Paale PresidentATTESTED: Just Pasmore
Secretary

VIKING III ASSOCIATES

A North Carolina General Partnership

By: [Signature] General Partner

EXHIBIT A - DESCRIPTION OF ANNEXED PROPERTY

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LEGAL DESCRIPTION
for
THE LAKES AT CIMARRON NORTH

Beginning at an existing iron pipe, said pipe being the northwest corner of Lot 76 of the Cimarron subdivision, Phase VII, Section III-B, as shown on Book of Maps 1996, Page 843 of the Wake County Registry and prepared by Bass, Nixon & Kennedy, Inc. and dated 8-28-95; thence N 82° 08' 27" W 289.87 feet to a point; thence S 07° 13' 54" E 332.64 feet to a point; thence S 06° 19' 27" E 285.85 feet to a point; thence N 86° 10' 25" W 198.00 feet to a point; thence N 38° 32' 44" W 182.70 feet to a point; thence N 30° 23' 52" W 83.68 feet to a point; thence N 40° 52' 42" W 72.88 feet to a point; thence N 40° 52' 42" W 81.67 feet to a point; thence N 12° 08' 53" W 61.10 feet to a point; thence N 18° 48' 44" W 100.19 feet to a point; thence N 08° 10' 08" W 202.76 feet to a point; thence N 08° 12' 54" W 81.61 feet to a point; thence N 15° 12' 28" E 52.10 feet to a point; thence N 48° 28' 08" E 52.66 feet to a point; thence N 84° 50' 58" E 66.68 feet to a point; thence S 80° 38' 51" E 116.18 feet to a point; thence N 54° 33' 18" E 164.53 feet to a point; thence S 68° 31' 24" E 101.86 feet to a point; thence S 26° 24' 42" E 143.51 feet to a point; thence S 46° 54' 35" E 323.90 feet to the Point and Place of Beginning and containing 8.6687 acres.

LEGAL DESCRIPTION
for
THE FOREST AT CIMARRON NORTH

Beginning at a point located at the southwest corner of the Clarence C. Estes property, as shown on a Site Plan of the proposed subdivision "The Forest at Cimarron North", prepared by Bass, Nixon, & Kennedy, Inc., and dated 11-7-95; thence S 03° 47' 06" W 29.97 feet to a point; thence N 82° 08' 27" W 718.10 feet to a point; thence N 46° 54' 35" W 323.90 feet to a point; thence N 26° 24' 42" W 143.51 feet to a point; thence N 68° 31' 24" W 57.92 feet to a point; thence N 55° 08' 57" E 180.40 feet to a point; thence N 65° 11' 09" E 50.68 feet to a point; thence N 54° 04' 35" E 218.78 feet to a point; thence N 79° 40' 20" E 130.75 feet to a point; thence S 68° 28' 58" E 370.68 feet to a point; thence N 83° 30' 59" E 200.08 feet to a point; thence N 87° 35' 54" E 116.90 feet to a point; thence S 06° 05' 47" W 231.57 feet to a point; thence S 03° 58' 29" W 387.26 feet to the point of beginning and containing 12.7685 acres.

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EXHIBIT B- CERTIFICATE OF MEMBER APPROVAL

The Cimmaron Homeowners Association, by the authority of its Board of Directors, hereby certifies that, pursuant to Article IX, Section 1 of the Declaration of Covenants, Conditions and Restrictions recorded for Cimmaron, as amended ("Declaration"), a Special Meeting of the members was duly called, noticed and held on 17 December 1996 for the purpose of the consideration of the annexation of the property described in Exhibit A which is attached to this Declaration of Annexation, that a motion to approve the annexation was made and seconded at the Special Meeting, that a vote on that motion was taken, and that there were affirmative votes by those present in person or voting by proxy at the Special Meeting and by the subsequent written assent of members not present at the Special Meeting to the action taken thereat, of at least two-thirds (2/3) of the Class A membership, all in compliance with Article IX of the Declaration and with the Bylaws of the Association.

This the 8th day of May, 1997.

CIMMARON HOMEOWNERS ASSOCIATION

By:

Jane E. Poole

President

ATTESTED:

Aust. Rasmussen

Secretary

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EXHIBIT C - APPROVAL OF ANNEXATION BY TOWN OF WAKE FOREST

The undersigned hereby certifies that he is the Planning Director for the Town of Wake Forest, that this Declaration of Annexation of Property to Declaration of Covenants, Conditions and Restrictions for Cimmaron has been submitted to the Town of Wake Forest, that the Town of Wake Forest determined that this Declaration of Annexation is in accordance with the general plan of development for Cimmaron, and that the Town of Wake Forest approves this Declaration of Annexation.

This the 30th day of APRIL, 1997.

By:



Chip Russell, Planning Director
Town of Wake Forest

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Austin Passmore personally came before me this day and acknowledged that he/she is Secretary of Cimmaron Homeowners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Declaration of Annexation of Property to Declaration of Covenants, Conditions and Restrictions for Cimmaron and foregoing Certificate of Member Approval was signed in its name by its President, sealed with its corporate seal and attested by Austin Passmore as its Secretary.

Witness my hand and official stamp or seal, this 8th day of

May, 1997.

Pamela R. Williams
Notary Public

My Commission Expires:

My Commission Expires 3-15-99



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STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

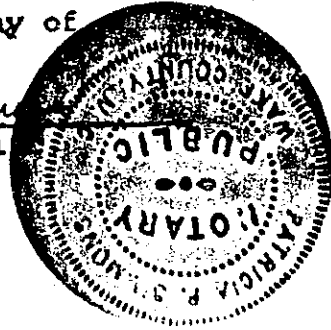
COUNTY OF WAKE

I, Patricia P. Simms, a Notary Public of Wake County, North Carolina, certify that Bryan J. Beaton, appeared before me and being first duly sworn acknowledged that he is a general partner in VIKING III ASSOCIATES, a North Carolina General Partnership, that he has the authority on behalf of VIKING III ASSOCIATES to execute the foregoing Declaration of Annexation of Property to Declaration of Covenants, Conditions and Restrictions for Cimmaron, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 15 day of MAY, 1997.

(Official Seal)

Patricia P. Simms
Notary Publ



My Commission Expires:

My Commission Expires 11/10/98

jpc\jones\hwa\cimmaron\annex

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Danella R. Wilkins
Patricia P. Simms

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.

LAURA M. RIDDICK, Register of Deeds

By

[Signature]
Asst. Deputy Register of Deeds