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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROOKGLEN

THIS DECLARATION, made on the date hereinafter set forth by BROWN INVESTMENT PROPERTIES, INC., a North Carolina corporation with its principal office located at P.O. Drawer W, 440 West Market Street, Greensboro, North Carolina, hereinafter referred to as "Declarant."

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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Greensboro, County of Guilford, State of North Carolina, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I 1 PROBATE FEE 1.00

DEFINITIONS

SECTION 1. "Association" shall mean and refer to THE BROOKGLEN HOMEOWNERS ASSOCIATION, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. The "Brooks Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Class A and Class C Owners. The Brooks Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

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All that land designated "Common Area" on any plat filed by Declarant in the Guilford County Registry affecting property located within Tract I of Exhibit A attached hereto.

SECTION 5. The "Brookglen Village Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Class B and Class D Owners. The Brookglen Village Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land designated "Common Area" on any plat filed by Declarant in the Guilford County Registry affecting property located within Tract II of Exhibit A attached hereto.

SECTION 6. The "Brookglen Swim and Lake Club Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Class A, B, C and D Owners other than the Brooks Common Area and the Brookglen Village Common Area. The Brookglen Swim and Lake Club Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land designated "Common Area" on any plat filed by Declarant in the Guilford County Registry affecting property located within Tract III of Exhibit A attached hereto.

SECTION 7. Other than as a designation used to indicate a specific area on a recorded plat, the "Common Area" shall mean all of the common areas collectively described in the preceding Sections 4, 5, and 6.

SECTION 8. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and dedicated streets. "Townhouse Lots" are those upon which are constructed or are designed for construction thereon of townhouses or multifamily structures and which are all lots located or to be located on Tract I of Exhibit A together with any lots added as part of any annexation of land pursuant to Article X, Section 4. All other Lots are "Detached Single Family Lots" except Tract III of Exhibit A attached hereto.

SECTION 9. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

SECTION 10. "Townhouse Structure" shall mean and refer to any building as a residence located on a Lot within the Brooks Subdivision within Tract I of Exhibit A attached hereto as it may be expanded.

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SECTION 11. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 12. "Declarant" shall mean and refer to Brown Investment Properties, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant at any one time for the purposes of development.

SECTION 13. "Member-User" shall mean and refer to any person not a member of the Association as that term is defined in Section 10 of this Article and Article III, Section 1 hereinafter, who, in consideration for the use of the recreational facilities and areas of the Association, pays an initial membership fee and the additional monthly charge prescribed by the Association therefor. A Member-User shall have no voting rights in the Association.

SECTION 14. "Invitee-User" shall mean and refer to any person who is not a member of the Association as defined in Article I, Section 1 hereinabove and Article III, Section 1 hereinafter, who becomes entitled to the use of the common facilities by paying a separate charge on each occasion that he uses the common facilities.

SECTION 15. "Property Manager" shall mean the person or organization serving as an independent contractor from the Association retained at the direction of the Board of Directors to manage and supervise the Association's duties with regard to maintenance of the Properties as required of the Board by this Declaration, the Articles and By-Laws.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to grant easements and rights of way, to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility (including any entity authorized by Guilford County or the

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City of Greensboro to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Members. No such grant, dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of Members, agreeing to such grant, dedication or transfer, has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the said common areas and specifically including the right to make permanent and temporary assignments of parking spaces by the Class A and C Members on the Brooks Common Area and to establish regulations concerning the use thereof subject to the Articles of Incorporation of the Association.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Brookglen Swim and Lake Club Common Area and facilities thereon; and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) the right of the Brooks Executive Committee, in accordance with the Articles and Bylaws of the Association, to borrow money for the purpose of improving the Brooks Common Area and facilities thereon; and to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(g) the right of the Brookglen Village Executive Committee, in accordance with the Articles and Bylaws of the Association, to borrow money for the purpose of improving the Brookglen Village Common Area and facilities thereon; and to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(h) the right of the Association to exchange portions of any of the Common Areas with the Declarant or an Owner for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of townhouses or other improvements onto portions of the Common Areas.

SECTION 2. OWNER'S UTILITY EASEMENT. In addition, every Class A and Class B Member will have a right and easement to locate one or two air conditioning compressors or comparable air conditioning equipment on the Brooks Common Area under the following conditions:

(a) Such equipment must be located entirely within five feet of the boundary line of Lot of the respective Members;

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(b) Such equipment may not be relocated, either from its initial location as installed by Declarant or from a subsequent location, without the approval of the Architectural Control Committee.

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 4. LEASES OF LOTS. Any Lease Agreement between an Owner and a Lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the Lessee to comply with the terms of such documents shall be a default under the terms of the Lease.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have four classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Declarant of Lots within Tract I of Exhibit A attached hereto and shall be entitled to one (1) vote for each Lot owned; said Tract I of Exhibit A may also be referred to herein as the "Brooks" or the "Brooks development." When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote or votes for such 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 all Owners with the exception of the Declarant of Lots within Tract II of Exhibit A attached hereto and shall be entitled to one (1) vote for each Lot owned; said Tract II of Exhibit A may also be referred to herein as "Brookglen Village" or the "Brookglen Village development." When more than one person owns an interest in any Lot, all such persons shall be Members. The vote or votes for such 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 C. The Class C Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned within

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Tract I of Exhibit A attached hereto. The Class C membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class C membership;

(b) on January 1, 1992.

Class D. The Class D Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned within Tract II of Exhibit A attached hereto. The Class D Membership shall cease and be converted to Class B Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class B Membership equal the total votes outstanding in the Class D Membership;

(b) on January 1, 1992.

SECTION 3. Representation of Declarant on Board of Directors. Notwithstanding any other provisions of this Declaration, the Declarant shall have the right to designate and select one (1) of the two (2) Directors to serve from the Brooks development and one (1) Director of the two (2) Directors to serve from Brookglen Village development as well as the Director to be selected by all Members of the Brookglen Homeowners Association until January 1, 1992 or until the Declarant no longer owns any Lots within the Brooks development and Brookglen Village development, whichever comes first. Declarant shall have the right to remove any persons selected by it and to replace such persons with other persons to act and serve in their place for the remainder of the unexpired term of any Directors so removed. Any Director designated and selected by Declarant need not be the Owner of a Lot in the Brooks. Any party chosen by Declarant to serve on the Board of Directors shall not be required to disqualify himself from any vote on any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest. Neither shall the Declarant be required to disqualify itself upon any contract or matter between itself and the Association where the Declarant may have a pecuniary or other interest.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS.

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments

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for capital improvements, such assessments to be established and collected as hereinafter provided; and, (3) to the appropriate governmental taxing authority: (a) a pro rata share of ad valorem taxes levied against the Common Area; and, (b) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months, all as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Such prorata shares shall be determined as follows:

Class A and C Members shall be assessed for the expenses of the Association associated with the exterior maintenance of the Class A and C Members' Lots and with the Brooks Common Areas. In addition, in the event the Association maintains a hazard insurance policy for Townhouse Structures pursuant to Section 3(f) of the By-laws, Class A and C Members shall be assessed for the premiums for such policy. All such assessments will be uniform among the Class A and C membership and will be determined by the Brooks Executive Committee and by the Class A and C membership.

Class B and D Members shall be assessed for the expenses of the Association associated with the Brookglen Village Common Areas. All such assessments will be uniform among the Class B and D membership and will be determined by the Brookglen Village Executive Committee and by the Class B and D memberships.

All Members shall be assessed for the expenses of the Association associated with the Brookglen Swim and Lake Club Common Area and with the Property Manager. All such assessments shall be allocated on a uniform basis except for the assessment for the cost of the Property Manager. The fees paid for the purpose of compensating the Property Manager for his or its services (if such services are charged for management of all of the Properties) will be prorated such that for each Detached Single Family Lot owned the B and D Members will each pay not more than 45% nor less than 30% of what the A and C Members will pay for each Townhouse Lot owned by them; such proration shall be determined by the Board of Directors and shall fairly reflect the cost of delivery of such services to the A membership and to the B membership respectively. The assessments will be adjusted to reflect such proration.

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SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to provide the funds for the Association to perform its duties under Article VI hereinafter and for public capital improvements to or for the benefit of the Common Areas, to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities (including a reasonable provision for contingencies and replacements) devoted to this purpose and related to the maintenance requirements of the Association or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes or assessments for public capital improvements assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for common television antenna service, the payment of charges for garbage collection services to the Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise including providing a private community television antenna system.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. Except as specifically provided for elsewhere in this Declaration, as monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

Assessments for capital improvements for use by the A and C membership for purposes limited to Tract I of Exhibit A

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attached hereto and for use by the B and D membership for purposes limited to Tract II of Exhibit A and for use by the Owners for purposes limited to Tract III of Exhibit A shall be accounted for separately and may not be commingled with other assessments or funds; assessments for the maintenance of the Brooks Common Area and the exterior maintenance of the Class A and Class C Members' Townhouse Structures and Townhouse Lot improvements shall be accounted for separately and may not be commingled with other assessments or funds; and assessments for the maintenance of the Brookglen Village Common Area shall be accounted for separately and may not be commingled with other assessments or funds; and assessments for the maintenance of improvements and grounds located on Tract III of Exhibit A shall be accounted for separately and may not be commingled with other assessments or funds.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot in the Brooks development to an Owner, the maximum annual assessment including assessments for both the maintenance of the Brooks Common Area and the Brookglen Swim and Lake Club Common Area shall be EIGHT HUNDRED AND FORTY DOLLARS (\$840.00) per Lot, payable in equal monthly installments of \$70.00 for each Lot. Until January 1 of the year immediately following the conveyance of the first Lot in the Brookglen Village development to an Owner, the maximum annual assessment including assessments for both the maintenance of the Brookglen Village Common Area and the Brookglen Swim and Lake Club Common Area shall be THREE HUNDRED AND SIXTY DOLLARS (\$360.00) per Lot, payable in equal monthly installments of \$30.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year for such Owners without a vote of the Class A Membership. Likewise, from and after January 1 of the year immediately following the conveyance of the first Lot to a Class B Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year for the Class B Members without a vote of the Class B Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to the Class A and Class B Owners respectively, the maximum annual assessment for each such class of Members may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting called for this purpose.

(c) The assessments attributable solely to the Class A Members may be increased up to fifteen percent (15%) of the

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maximum assessment for the previous year by the Brooks Executive Committee. Likewise, the assessments attributable solely to the Class B Members may be increased up to fifteen percent (15%) of the maximum assessment for the previous year by the Brookglen Village Executive Committee. The Board of Directors may fix the annual assessment attributable to the Brookglen Swim and Lake Club Common Area at an amount not in excess of the maximum. All such assessments shall be subject to Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment as provided in this Section 4 applicable to that year only for the purpose of defraying in whole or in part the costs of any construction, reconstruction, or repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments may be collected on a monthly basis. Any such special assessment for capital improvements to the Brooks Common Area shall be an assessment solely upon the Class A and Class C Members. Any such special assessment for capital improvements upon the Brookglen Village Common Area shall be an assessment solely upon the Class B and Class D Members; and any such special assessment for the Brookglen Swim and Lake Club Common Area shall be determined by the assent of two-thirds (2/3) of all Members voting who are either Class A, Class B, Class C, or Class D Members and who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate within each class of Members except that any assessments for the Brookglen Swim and Lake Club Common Area shall be fixed at a uniform rate for all Class A, Class B, Class C Members.

SECTION 5. ASSESSMENTS FOR EXTERIOR MAINTENANCE ON DETACHED SINGLE FAMILY LOTS. In the event the Association performs exterior maintenance upon any Lot or dwelling, as provided in Article VI hereunder which maintenance is the responsibility of the respective Owners, the Association shall assess the costs of such maintenance, repair or replacement solely against the Owner whose Lot or dwelling was so maintained, repaired or replaced.

SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members to be affected thereby not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to

the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. RATE OF ASSESSMENT. Subject to the terms of Article VI hereinafter, both annual and special assessments affecting the Brooks Common Area must be fixed at a uniform rate for all Class A and Class C Members and may be collected on a monthly basis; both annual and special assessments affecting the Brookglen Village Common Area must be fixed at a uniform rate for all Class B and Class D Members and may be collected on a monthly basis; and both annual and special assessments affecting the Brookglen Swim and Lake Club Common Area must be fixed at a uniform rate for all Class A, Class B, Class C, and Class D Members and may be collected on a monthly basis.

SECTION 8. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the month in which a Certificate of Occupancy for the residence on such Lot is issued by Guilford County. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall result in a late payment fee of Twenty and No/100 Dollars (\$20.00) which shall be immediately due and payable by the Owner failing to have made the assessment payment as scheduled. Said Twenty and No/100 Dollar (\$20.00) fee may be increased prospectively by the Board of Directors at its regular annual meeting. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

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SECTION 10. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot which is subject to any such bona fide first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 12. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

SECTION 13. MAINTENANCE OBLIGATIONS OF OWNER. Each Owner is required to maintain and repair those portions of the exterior which are specifically excluded from the obligations of the Association pursuant to Article VI hereinafter. In addition, each Owner shall, at the Owner's expense, keep the interior of the improvements located on his Lot and its equipment and appurtenances associated therewith in good order, condition and repair and in a clean, sanitary and sightly condition. In addition, the Owner shall be responsible for the maintenance, repair or replacement of any defective plumbing, water heaters, heating equipment, air conditioning equipment and lighting fixtures located on his Lot.

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SECTION 14. RESERVE FUND. The Board of Directors of the Association, in establishing the annual budget for operation, management and maintenance of Brookglen Village, shall designate therein a sum to be collected and maintained as a reserve fund for replacement of and capital improvements to the Common Area (Capital Improvement Fund). This Fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Area, as well as the replacement of portions of the Common Area. The amount to be allocated to the Capital Improvement Fund shall be established by said Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Area. The amount collected for the Capital Improvement Fund may be maintained in a separate account by the Association and such money shall be used only to make capital improvements to Common Area. Any interest earned on monies in the Capital Improvement Fund may, in the discretion of the Board of Directors of the Association, be expended for current operation and maintenance. Although the funds held in the Capital Improvement Fund, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. The funds held in the Capital Improvement Fund shall not be subject to withdrawal by an Owner.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee consisting of three (3) or more persons shall be appointed by the Class C Member. When the Class C membership expires, the Brooks Executive Committee of the Association shall appoint a new committee of three or more members.

SECTION 2. PURPOSE. The Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements of the Class A members of the Townhouse Lots in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. To that end, no improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior written approval of the Architectural Control Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of the Architectural Control Committee. In

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addition, no shrubs, trees or other plants shall be planted, altered or removed without the prior written approval of the Architectural Control Committee. However, the Architectural Control Committee may adopt general guidelines for the Lot Owners in a procedure to eliminate the need for review of minor alterations to the landscape and other permanent improvements.

SECTION 3. PROCEDURE. Any Class A Member desiring to make any such improvement, alteration or change described herein above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Architectural Control Committee which shall evaluate such plans and specifications pursuant to the purposes of the Article as specified herein above. In the event the Committee fails to approve, modify or disapprove in writing an application within forty-five (45) days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of the Association which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

As a condition to the granting of approval of any request made under this Article, the Architectural Control Committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Architectural Control Committee. Thereafter, the Owner, and any subsequent Owner of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that notwithstanding any other provisions of this Declaration to the contrary any cost of maintenance and repair of such improvement shall be a part of the annual assessment or charge set forth in Article IV, Section 1, and subject to the lien rights described in said Article IV.

ARTICLE VI

EXTERIOR MAINTENANCE

Subject to the terms of Article V entitled "Architectural Control," the Association shall be responsible for the exterior maintenance of the dwelling, walls, fences, patios, wooden decks, (only including the decks installed by Declarant or the Association) railings, or steps located on the respective Class A Member's Townhouse Lot. Notwithstanding the foregoing, each Owner of a Townhouse Structure who is a Class A Member will be responsible for maintaining any storm doors and other exterior doors and their hardware (except that the Association will keep such other exterior doors properly painted) and for keeping all exterior window panes and storm windows in proper repair. The plantings, landscaping and general grounds encompassing the vegetation on the

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rear portions of the Townhouse Lot, shall be maintained by the respective Class A Owners. Any such landscaping on the front portion of the Townhouse Lots will be the sole responsibility of the Association. In order to enable the Association to accomplish the foregoing, it is hereby reserved to the Association the right to unobstructed access over and upon each Lot at reasonable times to perform the maintenance of these grounds.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Each Class B and D Member and Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot by keeping the same properly painted, repaired and with the proper replacement and care of roofs, gutters, down spouts, exterior building surfaces, lawn, trees, shrubs, walks and other exterior improvements. In the event that such Owners neglect or fail to maintain his or her Lot and/or the exterior of his or her dwelling in a manner reasonably consistent with other Lots and dwellings in the Properties, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance the Association intends to perform and the Owner shall have twenty-one (21) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself or to commence such maintenance and to continuously pursue such maintenance. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings within the Properties shall be made by the Board of Directors of the Association in its sole discretion. In order to enable the Association to accomplish the foregoing, it is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

BK 3584 PG 1957

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the living Units upon the Townhouse Lots and placed on the dividing line between

Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage which results from such exposure.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The resulting fees or other expenses associated with any such arbitration shall be paid equally by the parties to the arbitration.

ARTICLE VIII

USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for single-family residential purposes, except for temporary uses thereof by Declarant for Declarant's sales office and model home, which use shall be limited to the following:

- (a) The Owner;
- (b) Members of the Owner's immediate family or members of the immediate family of the Owner's spouse. For purposes

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of this Declaration "immediate Family" shall mean lineal ancestors or descendants of the Owner or the Owner's spouse, their brothers or sisters or lineal ancestors or descendants of said brothers and sisters;

(c) The tenant of an Owner holding a leasehold estate, the initial term of which is at least three (3) months under a written lease agreement, which lease agreement shall have the prior written approval of the Board of Directors before the tenant takes possession; and members of a tenant's immediate family; all members of the immediate family of a tenant's spouse; and

(d) Such other occupancies as may be approved from time to time by the Board of Directors upon prior written application therefor by the Owner. Such application shall set forth the type, nature and duration of the proposed occupancy arrangement, the name and relationship of the proposed occupant and such other pertinent information as the Board may require.

SECTION 2. DWELLING SPECIFICATIONS. No single-story dwelling of a Class A Member shall be permitted to have less than 1000 square feet of enclosed, heated space. No single-story dwelling of a Class B Member shall be permitted to have less than 1500 square feet of enclosed, heated space; any such structure having more than one story shall be required to have at least 1600 square feet of enclosed, heated space with at least 900 square feet on the ground floor level. No Townhouse Lot will be allowed to have a full two-story structure built on it or remain on it.

SECTION 3. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Owners of Lots with garages shall keep the interior of such garages in a neat and orderly condition and shall keep the garage doors closed as much as practicable.

SECTION 4. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina and the County of Guilford, or its successors, relating thereto; and (ii) such rules and regulations pertaining thereto as the Board of Directors may adopt from time to time. No animal shall be kept outside the confines of the improvements located on the Owner's Lot (which will include screened in porches) unattended by the Owner or other occupants as approved by Article VII entitled "Use Restrictions" if said animals bark or create other offensive sounds so as to disturb the peaceful enjoyment of the Owner's neighbors.

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SECTION 5. EXTERIOR ANTENNAS. No outside radio or television antennas shall be erected on any Lot or dwelling within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Control Committee.

SECTION 6. BOATS, TRAILERS AND CERTAIN MOTOR VEHICLES. No boats, buses, trailers, campers or recreational vehicles shall be parked on any Lot within the Brooks development or on the Common Areas, provided however, such boats or vehicles may be parked in a garage on a Lot if such boat or vehicle can be fully covered by the garage with the garage door closed.

SECTION 7. MINOR VIOLATIONS. Minor violations of the restrictions contained in this Article VIII may be waived by the Declarant and the Lot Owners of the Lots abutting the Lot the Owners of which are seeking such waiver.

ARTICLE IX

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the City of Greensboro and Guilford County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Areas as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage.

SECTION 2. UNINTENTIONAL ENCROACHMENTS. In the event that any improvements on a Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

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ARTICLE X

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

- (a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board of Directors of the Association, such financial statement or report to be furnished by April 15 of each calendar year.
- (b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Community Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.
- (c) To receive notice of any condemnation loss or casualty loss which affects a material portion of the Common Areas.
- (d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Areas, other than those specific rights vested in the Association under Article II hereof.

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- (f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or 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 the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. TERM AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 with the approval of at least seventy percent (70%) of each class of Members, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided or affect any lien for the payment thereof established herein. Any amendment must be executed by the duly authorized officers of the Association and such amendment

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shall affirm that such amendment was made pursuant to the following procedure: 1) that a duly authorized meeting of the Association was held after proper notice of the proposed resolution for amending this Declaration was supplied to the Lot Owners; 2) that said meeting was held and that a vote on the said resolution was conducted and that seventy percent (70%) of each class of Members affirmed such action either at the time of the meeting or by written ballot executed by the Lot Owners and delivered to the officers of the Association within twenty-one (21) days of said meeting. Any amendment must be properly recorded at the Guilford County Registry.

SECTION 4. ANNEXATION.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

(b) Any annexation pursuant to subparagraph (a) of this Section 4 of Article X shall specifically designate whether Lots within such annexed area are to be treated as an addition to the Brooks development thereby expanding the Class A or C Membership or as an addition to the Brookglen Village development thereby expanding the Class B or D Membership.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class C or Class D membership, and provided the Veterans Administration and/or the Federal Housing Administration have insured loans secured by Lots, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans Administration: dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

SECTION 6. CONTRACT RIGHTS OF ASSOCIATION. The undertakings and contracts authorized by the initial Board of Directors (including contracts for the management of the Properties shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws; and provided further that any undertaking or contract entered into by the Association at a time the Declarant has the right to appoint a majority of the Board of Directors shall contain a provision reserving the right of the Association to terminate such undertaking or contract upon thirty (30) days written notice for cause and upon not more than ninety (90) days written notice, without cause, to the other party(ies) thereto.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized general partners, this the 1st day of May, 1987.

BROWN INVESTMENT PROPERTIES, INC.

By: Cliff Brown
President

ATTEST:

[Signature]
Secretary



BK3584PG1964

NORTH CAROLINA
Randolph
GUILFORD COUNTY

I, Dwaine M. Staley, a Notary Public, do hereby
certify that Terry M. Ball personally appeared
before me this day and acknowledged that she is the
Secretary of BROWN INVESTMENT PROPERTIES, INC., a North Carolina
corporation, and that by authority duly given, and as the act of
the corporation, the foregoing instrument was signed in its name
by its President, sealed with its corporate seal,
and attested by her as its Secretary.

WITNESS my hand and official seal this 5th day of May,
1987.

Dwaine M. Staley
Notary Public



My Commission Expires:

12-10-90

250892

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC
MAY 7 10 13 AM '87

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STATE OF NORTH CAROLINA
GUILFORD COUNTY

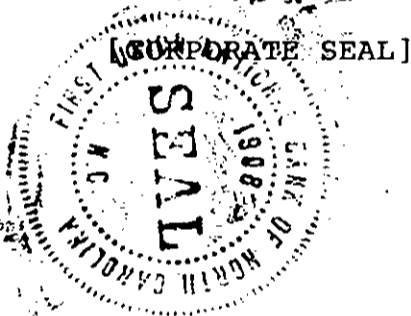
FIRST UNION NATIONAL BANK, as the holder of the existing loans secured by the Deeds of Trust on the property described in Exhibit "A," and JERRY M. HIGHSMITH, as Trustee under the Deeds of Trust recorded in Book 3487, Page 1884 (as modified in Book 3490, Page 1387), Book 3563, Page 389 and Book 3563, Page 396 of the Guilford County Registry, join in the execution of this instrument for the purpose of subjecting the aforesaid Deeds of Trust to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

Ian L. Kent
Asst. Secretary

FIRST UNION NATIONAL BANK

By: William H. Keister
Vice President



Jerry M. Highsmith (SEAL)
Jerry M. Highsmith, Trustee

STATE OF NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of said County and State, do hereby certify that Ian L. Kent personally came before me this day and acknowledged that (s)he is Asst. Secretary of FIRST UNION NATIONAL BANK, 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 Ian L. Kent as its Asst. Secretary.

Witness my hand and official seal, this the 6th day of May, 1987.

Sheri Harrington
Notary Public

My Commission Expires:

12/1/91



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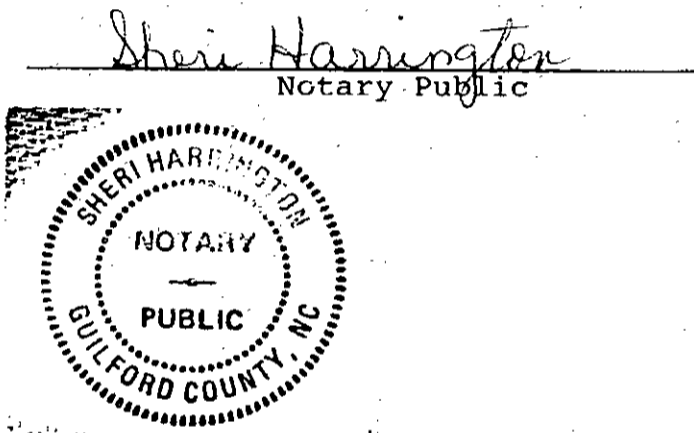
STATE OF NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of said County and State,
do hereby certify that JERRY M. HIGHSMITH personally appeared
before me this day and acknowledged the execution of the foregoing
instrument.

Witness my hand and notarial seal, this the 6th day of
May, 1987.

My Commission Expires:

12/11/91



North Carolina - Guilford County

The certificate(s) of Dwight M. Staley Sheri Harrington

A Notary (Notaries) Public is (are) certified to
be correct. This instrument and this certificate are
duly registered at the date and time shown herein.
KAY F. PASTSEAVOURAS, REGISTER OF DEEDS

Kathleen Summers
DEPUTY, REGISTER OF DEEDS

BK3584PG1967

EXHIBIT "A"

THE BROOKS - 6.257 ACRES

TRACT I:

BEGINNING at a point located on the eastern margin of the sixty foot wide right-of-way for Fleming Road, said point being located on the southern boundary of Lot 1 of Garden Lake Estates, Section 2, a plat of which is recorded in Plat Book 27, Page 56 of the Guilford County Registry; thence running along the southern boundary of said subdivision South 86° 30' 40" East 641.07 feet to an iron pin; thence leaving the southern margin of said subdivision South 3° 20' West 136.50 feet to an iron pin; thence South 15° 15' East 165 feet to an iron pin; thence South 23° 57' 25" East 90.98 feet to an iron pin; thence South 11° 15' West 116.50 feet to an iron pin; thence South 0° 35' West 162 feet to an iron pin located on the northern margin of the sixty foot wide right-of-way for Pinehaven Drive; thence along the margin of said right-of-way South 70° 57' 41" West 42 feet to an iron pin; thence leaving the margin of said right-of-way running North 2° 9' 30" East 30.20 feet to an iron pin; thence South 87° 31' 45" West 199.86 feet to an iron pin; thence running along the eastern and northern boundaries of Carl E. Seager, which tract is described in Deed Book 3002, Page 510 of the Guilford County Registry, North 1° 36' 50" East 326.86 feet to an iron pin and South 88° 53' 39" West 192.01 feet to an iron pin located on the eastern boundary of the Clark C. Burritt tract; thence with the eastern and northern boundaries of the said Burritt tract North 0° 18' 30" West 95.73 feet to an iron pin and North 86° 45' 10" West 269.37 feet to an iron pin located on the eastern margin of the sixty foot wide right-of-way for Fleming Road; thence along the margin of said right-of-way as the same curves to the right a chord course and distance of North 0° 34' 51" East 251.94 feet (said arc having a radius of 1,835 feet) to the iron pin located at the point and place of BEGINNING, all according to that survey prepared by Sutton-Kennerly and Associates dated November 6, 1986 entitled "The Brooks" and containing a total of 6.257 acres.

BROOKGLEN VILLAGE - 16.648 ACRES

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TRACT II:

BEGINNING at a point on the northern margin of the sixty foot wide right-of-way for Pinehaven Drive, said point being located on the northwestern boundary of the tract belonging to Rodger Durham and thence running along the margin of said right-of-way North 74° 3' West 309 feet to a point; thence leaving said right-of-way and running along the following courses and distances: North 42° 55' West 108 feet to a point; North 54° 45' West 108 feet to a point; North 12° 5' East 37.10 feet to a point; North 45° 51'

4/30/87

East 110 feet to a point; North 43° 53' West 25 feet to a point; South 45° 51' West 108.49 feet to a point; North 72° 15' West 65 feet to a point; North 8° 35' East 30 feet to a point; North 14° 20' West 21.90 feet to a point; North 43° 35' West 66 feet to a point; North 63° 15' West 35 feet to a point; North 74° 35' West 120 feet to a point; North 69° 0' West 43.50 feet to a point; North 50° 40' West 40 feet to a point; North 88° 58' West 64.38 feet to a point; North 23° 57' West 90.98 feet to a point; North 15° 15' West 165 feet to a point; North 3° 20' East 136.50 feet to a point on the southern boundary of Lot 6 of Section 2 of the Garden Lake Estates Subdivision, a plat of which is recorded in Plat Book 27, Page 56 of the Guilford County Registry; thence running along the southern boundary of said subdivision South 86° 31' East 312 feet to an existing iron pin located on the southern margin of Lot 8 of said subdivision; thence leaving the southern boundary of said recorded plat along the following courses and distances: South 7° 4' East 197.01 feet to a point; South 56° 6' East 140.90 feet to a point; North 15° 26' East 196 feet to a point; North 79° 51' East 328.06 feet to a point; North 18° 44' West 73.95 feet to an existing iron pin located at a common corner between Lot 11 and Lot 12 of the above referenced subdivision; thence continuing along the southern boundary of said subdivision North 85° 1' East 363.69 feet to a point; thence running South 20° 55' East 242.58 feet to a point; thence along a curve (which arc has a radius of 1,525 feet) to the left a chord course and distance of South 24° 43' East 202.88 feet to a point; thence running along the northwestern boundary of the Bill R. Hollifield tract and the Rodger Durham parcels South 38° 26' West 536.17 feet to a point and South 38° 22' West 118.53 feet to the point and place of BEGINNING, all according to a survey prepared by Marvin L. Borum and Associates entitled "Brookglen Village" and dated January 9, 1987.

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BROOKGLEN SWIM AND
LAKE CLUB COMMON AREA
2.45 ACRES, MORE OR LESS

TRACT III:

BEGINNING at an iron pin located on the northern margin of the sixty foot wide right-of-way for Pinehaven Drive, said iron pin being located North 74° 3' West 309 feet from the iron pin located at a common corner of Brown Investment Properties, Inc., Rodger Durham and the northern margin of the above referenced right-of-way and running thence from said Beginning point along the northern margin of said right-of-way North 74° 3' West 245.36 feet to a point; North 73° 5' West 293.23 feet to a point; and South 70° 58' West 73.34 feet to a point; thence leaving the northern margin of said right-of-way and running along the following courses and distances: North 0° 35' East 162 feet to a point; North 11° 15' East 116.50 feet to a point; South 88° 58' East 64.38 feet to a point; South 50° 40' East 40 feet to a point; South 69° 0' East 43.50 feet to a point; South 74° 35' East 120 feet to a point; South 63° 15' East 35 feet to a point; South 43° 35' East 66 feet to a point; South 14° 20' East 21.90 feet to a point; South 8° 35' West 30 feet to a point; South 72° 15' East 65 feet to a point; North 45° 51' East 108.49 feet to a point; South 43° 53' East 25 feet to a point; South 45° 51' West 110 feet to a point; South 12° 5' West 37.10 feet to a point; South 54° 45' East 108 feet to a point; and South 42° 55' East 108 feet to the point and place of BEGINNING, containing 2.45 acres more or less all according to a survey prepared by Marvin L. Borum and Associates entitled "The Brooks and Brookglen Village Amenity Area" dated January 9, 1987.

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