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KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
CAMDEN PARK HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by Britt Development, LLC, having an office in Guilford County, North Carolina, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in County of Guilford, State of North Carolina, which is more particularly described as recorded in Plat Book 152, at Page 13 in the office of the Register of Deeds, Guilford County, North Carolina (the "Property"):

WHEREAS, it is the intent of the Declarant hereby to cause the Property to be subjected to this Declaration of Covenants, Conditions and Restrictions.

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Camden Park Homeowners Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more personal or entities, of a fee simple title to any Lot which is a part of the Property, as

hereinafter defined, including contract sellers, 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 real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

Section 5. "Declarant" shall mean and refer to Britt Development Company, LLC, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

Section 6. "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Camden Park Homeowners Association, Inc., as the same may be amended, renewed or extended from time to time in the manner herein provided.

Section 7. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to 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 two classes of voting membership:

Class A. So long as there is Class B Membership, Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds 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 determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- A) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- B) When the Declarant elects by notice to Association in writing to terminate its Class B membership.

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**ARTICLE III
COVENANT FOR MAINTENANCE AND ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association shall maintain: (a) all entry features, including the expenses for water and electricity, if any, provided to all such entry features; (b) landscaping originally installed by the Declarant whether or not such landscaping in on a lot; and (c) all street lights located within the development which were originally maintained by Declarant. The Declarant, for each Lot owned with the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, reasonable late fees, cost 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, late fees, 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 or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of property, services and facilities devoted to this purpose, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payments of taxes assessed against any property owned by the Association; payment of premiums for liability insurance for common areas, the maintenance of open spaces, and streets which have not been accepted for dedication by a public authority; the maintenance of entranceways; the lights of streets (whether public or private); the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; and the provision of adequate reserves for the replacement of capital improvements.

(b) The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of streetlights and any other property owned by the Association. Such reserve fund is to be established out of regular assessments for common expense.

(c) 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 the Declaration, the

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Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the association by the other 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 of 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 Property.

Section 3. Maximum Annual Assessment. Until December 2004, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual assessment of the pervious year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a majority of each class of Members who are voting in person or by proxy, at a meeting duly called for the purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of 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 assessments for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement, including without limitation, street lighting. So long as the total amount of special assessments allocable to each Lot does not exceed \$200.00 in any one fiscal year, the Board may impose the special assessment. All special assessments which exceed the \$200.00 limitation shall be effective only if such assessment shall have the assent of a majority of Owners entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of the Article III shall be sent to all Members not less than fifteen (15) 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 a majority 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

if the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Rate of Annual Assessment. Both Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

Section 7. Date and Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a Lot when such Lot is conveyed by the Declarant to an Owner other than the Declarant. The first annual assessment as to a Lot 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 and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The Board of Directors shall establish the due dates. 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest interest rate allowed by law, whichever is lower. In addition, or as an alternative to, the charging of interest, the Board of Directors may, in its reasonable discretion, assess a late fee for assessments not timely paid. 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 under powers of sale, and interest, late fees, 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 facilities or services provided by the Association or abandonment of his or her Lot nor shall damage to or destruction of any improvement on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

Section 9. 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 first mortgage or deed of trust, pursuant to a 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 for 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.

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Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit 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 11. Default of Owners Association. Upon default by the Owners' Association in the payment to the jurisdiction entitled thereto of any assessments for public improvements or ad valorem taxes levied against the common areas, 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 jurisdiction a portion of the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the jurisdiction by the total number of lots in the development. If the sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the owner, his heirs, devisees, personal representatives, and assigns. The taxing or assessing jurisdiction may bring an action at law against the owner personally obligated to pay the same, or may elect to foreclose the lien against the property of the owner.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Residential use of Property.

(a) Each Lot may be used only for residential purposes, and no business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder from using any Lot for the purpose of carrying on business related to the development, improvement and sale of property in Camden Park; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

(b) No advertising signs or billboards shall be erected on any Lot. This restriction shall not apply to signs to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Property resale signs must be standard "for sale" signs of approximately 18" X 24" similar to those used by professional Realtors.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. Such household pets must not constitute nuisance or cause unsanitary conditions. All outside pets shall be maintained in an enclosed fenced area, which is properly cleaned and maintained with

adequate shelter. Pets shall be under leash at all times when walked or exercised on any part of the Common Area, and the Owner or person having control of such pet shall immediately remove and properly dispose of any such excrement. No chained pets will be permitted. Pets classified as "dangerous breed" will not be permitted.

(d) No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other lots in Camden Park. All lots shall be maintained in a neat fashion and free of trash, clutter or anything that be offensive to the community.

(e) No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be placed, erected or allowed to remain upon any Lot, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

(f) No additional public streets or roadways, or driveways serving more than one residence may be placed or permitted to remain upon or across any Lot, without the prior written approval of the Architectural Control Committee.

(g) Each Owner must maintain such Owner's Lot and property located upon the Lot in a clean orderly and attractive condition at all times. Yards are to be maintained and well groomed.

(h) Any boat or other type of recreational vehicle must be parked in the rear or in the driveway of a Lot and cannot be parked or placed on or in any street. No non-operable vehicles may be parked or stored on any Lot except in an enclosed structure approved by the Architectural Control Committee.

(i) No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted that exceed three (3) feet in diameter. The Architectural Control committee must approve all other satellite dishes and their location. (q) Satellite dishes no greater in size than three (3') feet in diameter must be located in the rear yard and not obtrusive or visible to adjoining property or streets;

(j) No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

(k) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that

purpose. All containers shall be kept in the rear of house, garage or designated areas except on collection days.

(l) No fence or wall, other than retaining walls not more than two (2) feet in height above grade, may be built or allowed to remain upon any lot which shall extend nearer the street than the front of the house upon such Lot or the front of the house upon the adjoining Lot, whichever is the greater distance from the street. No fence may be built or allowed to remain on the front yard of any Lot or on any side yard which faces a street. Fences may only be constructed of wood, brick, stone, or a material simulating wood. Any chain link fencing must be unexposed and located within the boundaries of approved fencing.

(m) No junk automobiles or non-operable vehicles shall be stored on any Lot.

(n) No utility vehicle or truck rated larger than $\frac{3}{4}$ ton shall be allowed.

(o) No above ground pools may be constructed, placed or permitted to remain on any lot.

(p) Property owner mailboxes must be approved design approved by the Developer, and must be uniform to Camden Park.

Section 2. Approval of Plans. Prior to commencing construction on a Lot, the Owner must submit to the Declarant or his assignee, and the Declarant or his assignee must approve, a complete set of architectural plans and specification (the "Plans and Specifications"), which must depict in detail the location, design and proposed construction of improvement upon the Lot. The Plans and Specifications must include a site plan showing front and side setbacks for each structure, a floor plan for each floor showing square footage for that floor and the total square footage, and an elevation for each wall facing a street. The Declarant or his assignee may review Plans and Specifications in order to determine that the design and location of the proposed improvements (a) conform in all respects to the minimum requirement of this Declaration and (b) are in harmony with the character of other homes within Camden Park, as to quality of workmanship and materials and external design. If the Declarant fails to approve or disapprove the Plans and Specifications within thirty (30) days after complete Plans and Specifications have been submitted, then the Plans and Specifications shall be conclusively deemed to have been approved.

Section 3. Completion of Construction. The Association shall have the right to take appropriate legal action, whether at law or in equity, to complete the immediate completion of any residence not completed within one (1) year from the date of conveyance of a Lot from Declarant.

Section 4. Setbacks and building lines. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer that front of the property line than thirty (30) feet or nearer to the side property line than five (5) feet. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

Section 5. General Construction Requirements. All improvements constructed on a Lot must comply with the following requirements:

(a) The heated and finished floor space of any dwelling on a Lot, exclusive of garages, carports, porches, basements, stoops, terraces, breezeways, and the like, shall contain at least 1,800 square feet. In the case of a residence of more than one story, the ground floor shall contain a minimum of 1200 square feet. Measurements shall be made from outside wall lines.

(b) No exposed cement or concrete blocks may be used above the finished ground elevations.

(c) No exterior wall finish material other than brick siding with no vinyl or aluminum siding being permitted except trim.

(d) Concrete paving must be installed on all driveways.

(e) Adequate off street parking must be provided for normal residential used of the dwelling constructed on a Lot.

(f) A minimum two car garage will be required.

(g) Roof pitch minimum 9/12.

(h) During construction of improvements on any lot, the lot owner is responsible for ensuring that construction vehicles do not tract mud onto the streets of Camden Park and that an effective erosion control plan is in place.

Section 6. Enforcement. In addition to any other remedies, the Architectural Control Committee shall have the right, but not the obligation, at any time, without liability to Owner for trespass to enter upon any Lot and remove an improvement, constructed or maintained in violation of this Declaration.

Section 7. Subdivision of Lot. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control committee and, in such event, the building line requirements provided herein shall apply to such Lots as resubdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

ARTICLE VI EASEMENTS

Section 1. Utilities. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved over each Lot as may be indicated on recorded plats. 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 drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channel in the easements. Such easement is established for the benefit of any governmental entity or any other person or firm providing services to the Property or Lots under agreement with or at the direction of the Association 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.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or Bylaws 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 Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Should Declarant or the Association employ legal counsel to enforce any of the covenants, conditions, restrictions, easements or any other aspect of the Declaration, all costs incurred in such enforcement, including court costs and reasonable attorney's fees shall be paid by the violating Owner.

Subject to the provisions herein, upon the violation of the Declaration, the Bylaws, or any rules and regulation duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner or Occupants of which are guilty of such violation, or (ii) to suspend an Owner right to vote in the Association.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonable necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules or regulation, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 2. Excused Compliance. Anything to the contrary contained herein notwithstanding, the Declarant may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided herein, in any supplemental Covenants or in any amendment or supplement hereto, or a variance document, and may permit compliance with different or alternative requirements, if Declarant determines in the exercise of good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all Owners.

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Section 3. 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 unless during the last year of such initial or then current renewal term the Owner of a majority of the Lots agree in writing to terminate this Declaration at the end of such term. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. So long as Declarant owns a lot subject to this Declaration, Declarant may, in its sole discretion, amend this Declaration as long as such amendment shall not adversely affect title to any Lot without the consent of the affected Lot Owner. Any such amendment shall be rights and interest appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. In addition to the foregoing, the Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners, provided that (1) no amendment shall alter any obligation to pay ad valorem taxes of assessments for public improvements, as herein provided, or affect any lien for the payment thereof established her, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agree to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with this section, as long as Declarant owns a Lot, and (4) no amendment shall alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. An amendment must be properly recorded. Notwithstanding any thing to the contrary, the Board of Directors of the Association may amend this Declaration without the consent of Owner to correct any obvious error of inconsistency in drafting, typing or reproduction.

Section 4. Federal Lending Requirements. Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency.

Any such amendment must be with the consent approval of such agency and must be properly recorded.

Section 5. Amplification. The provisions of this Declaration are amplified by the Articles and Bylaws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and the Bylaws of the Association of the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of the Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

Section 6. Invalidation. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has caused this Agreement to be executed by its authorized officers as of the day and year first stated above.

Britt Development, LLC

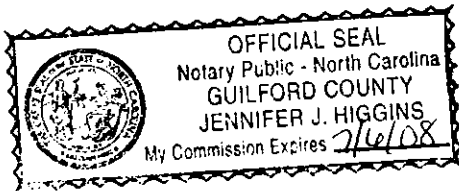
By:  (SEAL)
R. Dale Britt, *manager*

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STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, a Notary Public of the County and State aforesaid, certify that R. Dale Britt, member manager of Britt Development Company, A North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp, this the 9th day of October, 2003.



Jennifer J. Higgins
NOTARY PUBLIC

My commission expires: 7/6/08

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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of

Jennifer J Higgins

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.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By:

Helen Duncan

Deputy - Assistant Register of Deeds

* * * * *

**This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.**