

Prepared by and return to:

Robert T. Coleman III  
Johnson/Liberty, LLC, P. O. Box 789  
Greenville, South Carolina 29602

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

WHITTINGTON HALL

THIS DECLARATION, made on the date hereinafter set forth by JOHNSON/LIBERTY, LLC, a North Carolina limited liability corporation having an office in Guilford County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Jamestown, County of Guilford, State of North Carolina, which is more particularly described as follows:

ALL of that certain parcel of land shown on the plat entitled, "Whittington Hall, Phase I" which appear of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 121, Page 079.

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

NOW, THEREFORE, Declarant hereby declares that all of the 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 of each owner thereof.

ARTICLE I  
DEFINITIONS

SECTION 1. "Association" shall mean and refer to Whittington Hall Homeowner's 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, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

North Carolina - Guilford County  
The certificate (s) of \_\_\_\_\_

Mary Lou Brown  
\_\_\_\_\_  
\_\_\_\_\_

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

Katherine Lee Payne  
Assistant/Deputy Register of Deeds

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RECORDED  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC

09/03/1996  
1 MISC DOCUMENTS  
28 MISC DOC ADDM PGS  
1 PROBATE FEE

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**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.** "Common Area" shall mean all real property owned by The Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of that land designated "Common Area" or "Open Space" as shown on the plat entitled "Whittington Hall, Phase I" which appear of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 121. Page 079 provided, however, that any land designated as "Open Space" which is dedicated to public use on such plat and which is accepted for dedication by a public authority shall not be part of the Common Area.

Common Area shall also mean such property which from time to time is deeded to the Association in fee simple by Declarant.

**SECTION 5.** "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

**SECTION 6.** "Declarant" shall mean and refer to Johnson/Liberty, 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 7.** "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Whittington Hall, as the same may be amended, renewed or extended from time to time in the manner herein provided.

**SECTION 8.** "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area.

**SECTION 9.** "Non-Member User" shall mean and refer to any person who is not a Member of the Association as defined above but who has contracted with the Association for the use of the Recreational Facilities as set out in the Bylaws of the Association.

**SECTION 10.** "Recreational Facilities" shall mean and refer to any pavilion, swimming pool, tennis courts, playgrounds, and other facilities designed for active recreational use, along with the parking areas serving such facilities, which are now or may hereafter be located on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

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 and to impose reasonable limits upon the number of guests who may use these facilities;
- (b) the right of the Association to suspend the voting rights and right to use 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 dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (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 Common Area;
- (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; and
- (f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other reason.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. 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 Bylaws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

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 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 (1) 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 determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B Member shall be the Declarant and as long as there is Class B voting membership, the Declarant shall have sole voting power. 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) On December 31, 2007; or
- (c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

ARTICLE IV  
COVENANT FOR MAINTENANCE AND ASSESSMENTS

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The Association shall also maintain: (a) all entry features, including the expenses for water and electricity, if any, provided to all such entry features; (b) streetscapes located at other street intersections within the development; (c) all cul-d-sac islands located in the development; (d) landscaping originally installed by the Declarant whether or not such landscaping is on a Lot; (e) all lakes, ponds and dams located within the Common Area; (f) all drainage and detention areas which were originally maintained by the Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; and (g) all property outside of Lots located within the development which was originally maintained by Declarant, including those areas designated as landscape easements. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of 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: (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital

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improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) 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 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.

## 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 Properties and in particular for the acquisition, improvement and maintenance of Properties, services and facilities devoted to this purpose and related to 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 assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of Recreational Facilities; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. 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 Properties, 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. 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 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.

**SECTION 3. MAXIMUM ANNUAL ASSESSMENT.** Until December 31, 1997, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot, and may be collected in monthly installments of \$25.00 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 each 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 previous 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 vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this 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 assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. So long as the total amount of special assessments allocable to each Lot does not exceed \$300.00 in any one fiscal year, the Board may impose the special assessment. All special assessments which exceed the \$300.00 limitation shall be effective only if such assessment shall have the assent of 60% of Owners entitled to vote 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 for all Lots and may be collected on a monthly basis.

**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 this Article IV 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 sixty percent (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 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 on the happening of any of the following events, whichever occur earlier: (a) first day of the third month following the issuance of a certificate of occupancy for the residence constructed on that Lot; (b) the first day of the month that the residence constructed on that Lot is occupied; or (c) the first day of the month after a builder sells the residence. 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 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 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 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 rate allowed by law, whichever is lower. If the delinquency persists for an additional thirty (30) days, the Association shall be entitled to charge interest on all sums more than sixty (60) days past due at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is lower. 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.

**SECTION 9. 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 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 then 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 10. 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 section. 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 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 11. 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.

#### ARTICLE V ARCHITECTURAL CONTROL

**SECTION 1. IMPROVEMENTS.** No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee (hereinafter referred to as the "Architectural Control Committee"). The Architectural Control Committee shall be the Declarant until all of the Lots in Whittington Hall have been fully developed, permanent improvements constructed thereon, sold to permanent residents or until such time as Declarant notifies the Board that Declarant's rights and obligations as Architectural Control Committee shall be terminated. Thereafter, the Board shall have the right, power, authority and obligations to establish a successor Architectural Control Committee as a committee of the Association and provide rules and regulations pursuant to which such committee shall act. It is acceptable for the Board to assign various functions of the architectural committee to an outside architect or some other individual(s) the Board deems appropriate. Such approval of all improvements shall be within the sole discretion of the Architectural Control Committee.



SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. In addition to the rights of the Architectural Control Committee provided herein, the Architectural Control Committee, as appropriate, shall have the right at any time to adopt an architectural review program pursuant to which plans relating to all proposed improvements on the Property shall be submitted for review by an independent architectural review consultant engaged by the Architectural Control Committee for this purpose. In the event such a program is adopted, for each review conducted by the architectural review consultant, a review fee not to exceed Two Hundred (\$200.00) Dollars shall be paid by the Owner to the Architectural Control Committee at the time of submission of the plans for review. Such fee shall be subject to adjustment from time to time by the Architectural Control Committee based upon any increases in the charges of the architectural review consultant.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) The Architectural Control Committee, in its sole discretion, may excuse compliance with such architectural requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the design review process provided herein or in any guidelines of the Architectural Control Committee is not a substitute for compliance with building, zoning and subdivision regulations of Guilford County, North Carolina, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction. Approval by the Architectural Control Committee does not necessarily assure approval by the appropriate governmental board or commission in Guilford County, North Carolina.

(d) Neither Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans of specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. **FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO**

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ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE VI  
EXTERIOR MAINTENANCE

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Whittington Hall, 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 or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. 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 in Whittington Hall 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, there 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.

In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE VII  
USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single-family, residential purposes only, and no business or 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 of homes in Whittington Hall approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Whittington Hall; 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.

SECTION 2. SETBACKS AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless a variance shall have been granted by the Declarant or Declarant shall have amended the plat. 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 3. WALLS AND FENCES. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article V above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences and split rail fences with wire backing are prohibited except when the Architectural Control Committee gives written approval. Furthermore, to guarantee the preservation of a particular view for adjoining and nearby land owners, there shall not be erected or placed a fence, wall, tree, or shrub that may a present or in the future obstruct the view from any other Lot unless and except as approved by the Architectural Control Committee. No fencing shall be allowed in the front yard nor shall fencing be allowed past the rear house corner toward the front yard except when the Architectural Control Committee gives written approval. In addition to any other remedies, either Developer or 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 any improvement, constructed or maintained in violation of this Declaration or trim any tree or shrub obstructing the view of any Lot.

SECTION 4. 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 Declarant, 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

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be moved to follow the new side line so that the easement would run along the newly established side line.

**SECTION 5. TERRACES; EAVES AND DETACHED GARAGES.** For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

**SECTION 6. BUILDING REQUIREMENTS.** The ground floor living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than 2,000 heated square feet for each one story dwelling or 2,200 heated square feet for each two story dwelling. Declarant reserves the right to increase the foregoing minimum square footage requirement with respect to all or a portion of the additional land annexed to the Properties in accordance with Article X, Section 5, Subsection (b) by recording an instrument which sets forth the increased minimum square footage requirement in the Office of the Register of Deeds, Guilford County, prior to or contemporaneous with the annexation of such additional land or portion thereof by Declarant.

**SECTION 7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS.** No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

**SECTION 8. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS.** The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

**SECTION 9. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES.** 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 used as a residence, 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.

**SECTION 10. COMPLETION OF CONSTRUCTION.** The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

**SECTION 11. LIVESTOCK AND PETS.** 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 any commercial purposes. Such household pets must not constitute a nuisance or cause

unsanitary conditions. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 11, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

**SECTION 12. OFFENSIVE ACTIVITIES.** 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 Whittington Hall. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owners and his Lot or Dwelling are subject.

**SECTION 13. SIGNS.** No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used 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. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to first mortgages.

**SECTION 14. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE.** Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

**SECTION 15. ANTENNAE.** 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

one (1) meter in diameter. All other satellite dishes and their location must be approved by the Architectural Control Committee.

**SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS.** No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity or more, boats or boat trailers, motor homes, motorcycles, campers, and vans shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

**SECTION 17. GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping group for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Association.

**SECTION 18. CHANGING ELEVATIONS.** No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control committee.

**SECTION 19. SEWAGE SYSTEM.** Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

**SECTION 20. WATER SYSTEM.** Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

**SECTION 21. UTILITY FACILITIES.** Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

**SECTION 22. MODEL HOMES.** Declarant, as well as any builder of homes in Whittington Hall approved by Declarant, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other home within the properties.

**SECTION 23. DRIVEWAYS AND ENTRANCES TO GARAGE.** All driveways and entrances to garages shall be concrete or other substance approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality.

**SECTION 24. USE OF PONDS OR DETENTION POND AREA.** Swimming, ice skating and or activity of any kind shall be prohibited in the ponds and detention pond areas located within the Properties.

**SECTION 25. WAIVER OF SETBACKS, BUILDING LINES, AND BUILDING REQUIREMENTS.** The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article VII and the building requirements provided for in Section 6 of this Article VII. Such waiver shall be in writing and recorded in the Guilford County Registry. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article VII have been complied with. The Architectural Control Committee may also handle violations of set back and boundary line by amending the Plat. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

**SECTION 26. MAINTENANCE.** The Owner of each numbered Lot, improved and unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which numbered Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health. In the event the Owner of any numbered Lot fails to comply with the terms of this paragraph, the Declarant and/or the Association shall have the right (but not the obligation) to go upon such numbered Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and other unsightly or undesirable things and objects therefrom and to do all other things and perform and furnish any labor necessary to desirable in its judgment to maintain the numbered Lot in a neat and attractive condition, all at the expense of the Owner of such numbered Lot, which expense shall become payable by the Owner to the Declarant and/or the Association on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided, to which such numbered Lot is subject. Neither the Declarant nor the Association, as the case may be, nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

**SECTION 27. FIREARM AND WEAPON DISCHARGE.** Any firearm discharge other than for defense or protection of one's life or property is prohibited on all property shown on the Plat. Firearms shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow and any other weapon from which any bullet, shot or projectile may be discharged.

**SECTION 28. SWIMMING POOLS.** No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Control Committee and in no event shall any above-ground swimming pool be permitted.

**SECTION 29. LITIGATION.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association, at its discretion, to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article X, Section 4 hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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ARTICLE VIII  
EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as 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 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 Town of Jamestown 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 Area 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. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

SECTION 2. SIGN EASEMENTS. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Lots designated as "sign easements" on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, as well as the lighting fixtures and landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof. In addition to the easement granted above as to the portion of Lots designated "sign easements" or "landscaping easements", Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Properties.

SECTION 3. EASEMENT FOR ENTRY. In addition to the right of the Board to exercise self-help as provided in Article X, Section 1 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Properties for emergency, security, and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

SECTION 4. EASEMENT FOR MAINTENANCE. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Properties, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article VI. Such maintenance shall be performed with a minimum

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of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**SECTION 5. CONSTRUCTION AND SALE PERIOD EASEMENT.** Notwithstanding any provisions contained in this Declaration, the Bylaws, the Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article X terminates and thereafter so long as Declarant owns any property in the Properties for development and/or sale, Declarant reserves an easement across all Properties for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Properties as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" to this Declaration, including, but without limitation: (a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Properties, including without limitation, any Lot; (b) the right to tie into any portion of the Properties with driveways, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on under and/or over the Properties; (d) the right to grant easements over, under, in or on the Properties, including, without limitation, the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; (e) the right, in the sole discretion of Declarant, to construct recreational facilities on Common Area; (f) the right to carry on sales and promotional activities in the Properties; and (g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities, if any, available for use by the Association as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

**ARTICLE IX  
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, Restrictions and Easements or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the 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 or casualty loss affecting the Common Areas or any portion thereof.

(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.

(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 X 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, reservations, 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 Properties 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 this Declaration, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees shall be paid by the violating Owner.

Subject to the provisions herein, upon the violation of this Declaration, the By-Laws, or any rules and regulations 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 Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the recreational facilities located in the Common Area, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

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 reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, 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 its good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all Owners.

**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 seventy-five percent (75%) 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

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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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) 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 here, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agreed to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with Section 4 of this Article X, 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. Any amendment must be properly recorded. notwithstanding anything to the contrary, the Board of Directors of the Association may amend this Declaration without the consent of Owners to correct any obvious error or 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 and approval of such agency and must be properly recorded.

**SECTION 5. ANNEXATION.**

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

(b) Additional land which is not already made subject to the Declaration, within the areas as described in the attached Exhibit "A" and which Exhibit "A" is incorporated herein by reference, or any other parcels contiguous with the land shown on Exhibit "A" (hereinafter collectively referred to as "Additional Land") including, but not limited to, residential property and Common Area may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument. Provided, however, that should Declarant elect to improve and develop all or part of the Additional Land, Declarant shall have the right to (i) impose no covenants and restrictions whatsoever on all or part of the Additional Land, (ii) impose covenants and restrictions which are substantially different from those contained herein on all or part of the Additional Land or (iii) impose covenants and restrictions which are the same as or similar to those contained herein on all or part of the Additional Land. Should the Declarant create additional communities within the Additional Land and bring them within the scheme of this Declaration, each such additional community may be made up solely of residential lots, condominiums, cluster, multi-family rental units, commercial facilities, recreational facilities or any combination thereof as Declarant may determine to be appropriate. Notwithstanding anything contained herein which might otherwise be interpreted to produce a

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contrary result, this Declaration does not create any charge, lien or other encumbrance of restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land.

**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 Bylaws of the Association on 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 this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

**SECTION 6. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS.** In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within one hundred twenty (120) days from the date of such destruction, seventy-five percent (75%) or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than eighty-five percent (85%) of the cost of reconstruction, reconstruction may nevertheless take place if, within one hundred twenty (120) days from the date of destruction, the Owners of seventy-five percent (75%) of the Lots elect to rebuild.

**SECTION 7. 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 these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this the 30th day of August, 1996.

Executed and declared  
in the presence of:

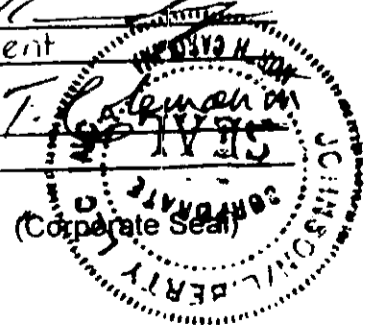
Marie B. Curtis  
Witness

Ally Thompson  
Witness

JOHNSON/LIBERTY, LLC Managing  
By: LPC OF S.C., INC., Member

By: [Signature]  
Its: Vice President

Attest: Robert T. Coleman  
Its: Secretary



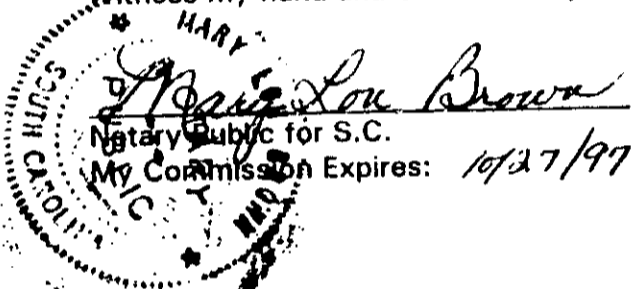
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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

PROBATE

I, a Notary Public of the County and State aforesaid certify that **Jeffrey B. Randolph** personally came before me this date and acknowledged that he is **Vice President** of **Johnson/Liberty, LLC by LPC of S.C., Inc., Member, a North Carolina Limited Liability Corporation** and that by authority duly given and as the act of the ~~Limited Liability Corporation~~ <sup>Secretary</sup> the foregoing instrument was signed in its name by its **Vice President**, sealed with its corporate seal and attested by him as its **Vice President** on behalf of the co. <sup>Secretary</sup>

Witness my hand and official stamp/seal this **28th** day of **August, 1996**.



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EXHIBIT A

The property as described on pages 23 through 29 shall be the property that may be annexed as described in Article X, Section 5.

BEGINNING at an existing iron pin in the southeastern margin of Guilford College Road, said iron pin being the northern most corner of the property of Rickie E. Larrick and wife as described in Deed Book 3490 at page 2158, Guilford County Registry, thence along the southeastern margin of said Guilford College Road along a curve to the right having a radius of 7,996.82 ft. and a chord bearing and distance of North 37 deg. 09 min. 50 sec. East 410.06 ft. to a point; thence continuing with said margin North 38 deg. 37 min. 55 sec. East 957.31 ft. to a point; thence South 57 deg. 25 min. 55 sec. East 694.87 ft. to a point; thence a curve to the left having a radius of 1,470 ft. and a chord bearing and distance of South 42 deg. 42 min. 40 sec. East 590.29 ft. to a point; thence South 57 deg. 25 min. 55 sec. East 1,539.58 ft. to a point in the center of a creek; thence along the center line of the creek South 40 deg. 53 min. 05 sec. West 204.23 ft. to a point; thence still with the center of said creek South 39 deg. 57 min. 25 sec. West 274.42 ft. to a point; thence still with said creek South 50 deg. 18 min. 35 sec. West 289.95 ft. to a point; thence continuing with said creek South 64 deg. 36 min. 20 sec. West 141.11 ft. to a point; thence still with said creek South 45 deg. 18 min. 10 sec. West 152.77 ft. to a point; thence still with said creek South 17 deg. 32 min. 45 sec. West 355.33 ft. to a point; thence still with said creek South 10 deg. 43 min. 40 sec. East 105.58 ft. to a point; thence leaving said creek North 87 deg. 56 min. 15 sec. West 786.66 ft. to an existing stone; thence North 02 deg. 29 min. 25 sec. East 656.28 ft. to a stone; thence along the line of Forestdale East, Section 2, North 87 deg. 44 min. 35 sec. West 1,165.47 ft. to a point; thence North 19 deg. 25 min. 50 sec. West 1,052.42 ft. to the point and place of beginning, containing 103.056 acres, more or less, according to a plat by Fleming Engineering, Inc. dated 1/5/95 and revised 1/26/95.

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EXHIBIT A

JOHNSON PROPERTY  
REMAINING FARM

BEGINNING AT A POINT ON THE EASTERN RIGHT OF WAY OF GUILFORD COLLEGE ROAD, S.R.# 1546, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF A 50 FEET PIEDMONT NATURAL GAS RIGHT OF WAY AND GUILFORD COLLEGE ROAD; THENCE FROM SAID BEGINNING POINT WITH THE EASTERN RIGHT OF WAY OF GUILFORD COLLEGE ROAD N38 37'55"E FOR 454.35 FEET; THENCE N37 01'10"E FOR 99.47 FEET; THENCE N36 23'56"E FOR 100.62 FEET; THENCE N35 02'25"E FOR 102.24 FEET; THENCE N26 54'30"E FOR 105.34 FEET; THENCE N16 29'39"E FOR 103.82 FEET; THENCE N09 52'50"E FOR 101.93 FEET; THENCE N05 31'03"E FOR 102.27 FEET; THENCE N02 21'37"E FOR 101.17 FEET; THENCE N00 32'42"E FOR 437.53 FEET; THENCE N01 41'54"E FOR 1167.04 FEET; THENCE N01 59'01"E FOR 417.08 FEET; THENCE N04 52'38"E FOR 97.20 FEET; THENCE N10 27'04"E FOR 96.17 FEET; THENCE N16 16'36"E FOR 96.72 FEET; THENCE N22 53'32"E FOR 72.69 FEET TO A POINT AT THE SOUTHEAST RIGHT OF WAY INTERSECTION OF GUILFORD COLLEGE ROAD AND MACKAY ROAD, S.R.# 1549; THENCE WITH THE SOUTHERN RIGHT OF WAY OF MACKAY ROAD S77 57' 07"E FOR 157.52 FEET; THENCE S81 00'34"E FOR 101.54 FEET; THENCE S83 38'24"E FOR 101.11 FEET; THENCE S85 38'56"E FOR 100.91 FEET; THENCE S86 50'11"E FOR 396.40 FEET; THENCE S84 32'01"E FOR 99.02 FEET; THENCE S78 09'03"E FOR 95.93 FEET; THENCE S69 24'40"E FOR 93.08 FEET; THENCE S60 51'03"E FOR 97.47 FEET; THENCE S54 50'35"E FOR 69.46 FEET TO A POINT ON THE SOUTHERN PROPERTY LINE OF VERNIE H. GIBSON; THENCE GIBSON'S SOUTHERN LINE S36 10'25"E FOR 350.75 FEET; THENCE N88 20'09"E FOR 165.03 FEET; THENCE N02 04'35"E FOR 35.93 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF MACKAY ROAD; THENCE WITH SAID RIGHT OF WAY LINE S69 44'24"E FOR 91.17 FEET; THENCE S70 31'28"E FOR 481.35 FEET; THENCE S70 55'34"E FOR 100.00 FEET; THENCE S72 42'48"E FOR 101.26 FEET; THENCE S75 05'21"E FOR 101.15 FEET; THENCE S76 52'29"E FOR 102.01 FEET; THENCE S77 04'55"E FOR 98.89 FEET; THENCE S77 39'45"E FOR 100.11 FEET; THENCE S80 15'48"E FOR 102.61 FEET; THENCE S84 45'27"E FOR 101.00 FEET; THENCE S88 33'02"E FOR 102.59 FEET; THENCE S87 54'28"E FOR 102.34 FEET; THENCE N85 09'25"E FOR 100.99 FEET; THENCE N84 10'52"E FOR 146.19 FEET TO A POINT ON THE SOUTHERN PROPERTY LINE OF TANNY H. BUNDY; THENCE WITH BUNDY'S SOUTHERN LINE S03 30'21"E FOR 7.07 FEET; THENCE N89 58'53"E FOR 686.42 FEET; THENCE S88 29'44"E FOR 70.46 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF ELIZABETH ADAMS CONNER; THENCE WITH CONNER'S WESTERN LINE S38 21'22"W FOR 142.53 FEET; THENCE S07 15'17"E FOR 70.26 FEET; THENCE S65 41'53"E FOR 153.39 FEET; THENCE S17 37'51"W FOR 193.46 FEET; THENCE S11 38'07"E FOR 133.84 FEET; THENCE S89 01'01"E FOR 53.03 FEET TO THE NORTHWEST CORNER OF THE JOHN A. SUITS SUBDIVISION; THENCE WITH THE WESTERN LINE OF SAID SUBDIVISION S01 55'32"W FOR 951.35 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF ELIZABETH FUTRELLE; THENCE WITH FUTRELLE'S WESTERN LINE N82 16'16"E FOR 123.70 FEET; THENCE S02 43'59"W FOR 2611.02 FEET TO THE NORTHWEST CORNER OF BURLINGTON INDUSTRIES; THENCE WITH BURLINGTON INDUSTRIES' WESTERN LINE S01 52'25"W FOR 470.78 FEET TO THE NORTHEAST PROPERTY CORNER OF GUILFORD COUNTY; THENCE WITH THE NORTHERN LINE OF GUILFORD COUNTY, S89 55'25"W FOR 2104.68 FEET TO A POINT ON THE NORTHERN PROPERTY LINE OF ROBERT F. WYRICK; THENCE WITH WYRICK'S NORTHERN LINE S01 26'56"W FOR 470.50 FEET; THENCE N87 46'15"W FOR 627.00 FEET; THENCE S01 26'56"W FOR 396.00 FEET TO THE NORTHEAST CORNER OF JOHN R. RAGSDALE; THENCE WITH RAGSDALE'S NORTHERN PROPERTY LINE N88 55'03"W FOR 674.73 FEET TO A POINT IN THE CENTERLINE OF BULL RUN CREEK; THENCE WITH THE CENTERLINE OF BULL RUN CREEK N10 43'40"W FOR 105.58 FEET; THENCE N17 32'45"E FOR 355.33 FEET; THENCE N45 18'10"E FOR 152.77 FEET; THENCE N64 36'20"E FOR 141.11 FEET; THENCE N50 18'35"E FOR 289.95 FEET; THENCE N39 57'25"E FOR 274.42 FEET; THENCE N40 53'05"E FOR 204.23 FEET; THENCE WITH A NEW LINE N57 25'55"W FOR 1539.58 FEET; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 1470.00 FEET, N42 42'40"W FOR A CHORD DISTANCE OF 590.29 FEET TO A POINT ON THE SOUTHERN LINE OF AN EXISTING PIEDMONT NATURAL GAS RIGHT OF WAY; THENCE WITH SAID RIGHT OF WAY LINE N57 25'55"W FOR 694.87 FEET TO THE POINT OF BEGINNING CONTAINING 480.61 ACRES MORE OR LESS.

THE ABOVE DESCRIPTION IS TAKEN FROM DEEDS AND SURVEY BY OTHERS AND IS NOT BASED ON ACTUAL FIELD SURVEY.

001153



EXHIBIT A

Larrick Property

Beginning at an existing concrete monument in the southerly right of way line of Guilford College Road (S.R. 1546), the northeasterly corner of Lot 1 of Forrestdale East, Section 2, Map of which is recorded in Plat Book 54, at Page 71, in the Office of the Register of Deeds of Guilford County, North Carolina; running thence from said beginning point along the line of said Forrestdale East, Section 2, South 71 Deg. 02 min. 40 sec. East 596.05 feet to an existing concrete monument in the line of the Armstrong Farm; running thence along the line of the Armstrong Farm North 19 deg. 25 min. West 809.60 feet to a point in the right of way of the Guilford College Road; running thence in the right of way of the Guilford College Road the following courses and distances: South 31 deg. 54 min. 10 sec. West 159.01 feet to a point; thence South 30 deg. 14 min. 30 sec. West 219.32 feet to a point; thence South 29 deg. 51 min. 10 sec. West 91.55 feet to a point; thence South 27 deg. 13 min. 20 sec. West 176.60 feet to a point; running thence South 71 deg. 02 min. 40 sec. East 27.78 feet to an existing concrete monument, the point and place of beginning, and being the same property as shown on survey by Southern Mapping and Engineering Company dated 2-28-86, entitled "Property of Rickie Leroy Larrick and wife, Nancy E. Larrick" and also being all that property conveyed to Henry M. Harrison, et ux by deed from T. H. Bundy, et ux recorded in Book 2646, at page 165, Guilford County Registry.

001191

EXHIBIT A

RAGSDALE DB 3744 PG 796

Tract 1

Beginning at an iron pipe, being a common corner between J.P. Cox and Jackson, thence South 81 07' East with the South line of J.R. Cox and John H. Cox, formerly Hackett's North line 921 feet, more or less, To John H. Cox's southeast corner thence North 8 40' East with John H. Cox's line 1250.25 feet to Roy V. Marsh's southwest corner in Cox's line, thence with Roy V. Marsh North 80 50' East 68.18 feet, more or less, being 50 feet southerly from and parallel with the south line of Lot 48 of Jackson's unrecorded subdivision plat, to McGhee's corner with Marsh in Jackson's line; thence with McGhee's line, being 50 feet southerly from and parallel with the south line of Lot 47 of said unrecorded plat, North 84 01' East 60 feet, more or less, to an angle in McGhee's line; thence continuing with McGhee's line North 86 49' East 30 feet being 50 feet southerly from and parallel with the south line of Lot 46 of said unrecorded plat; thence with McGhee's line North 02 44' East 197.05 feet more or less, to the south line of Cox Avenue, said point being in the north line of Lot 46 of said unrecorded plat at a point 30 feet east of the northwest corner of said lot; thence with the north line of Lots 46 and 45 of said unrecorded plat and with the south line of Cox Avenue, North 84 37' East 57.15 feet to a point in the north line of said Lot 45 that is 30 feet from the northeast corner of said lot, thence South 00 27' East with Robbins' line, a line that is 30 feet Westerly from and parallel with the east line of said Lot 45 151.06 feet, more or less, to a point in the south line of Lot 45; thence with the south line of Lot 45 North 86 49' East 15 feet, more or less; thence continuing with Robbins' South 00 27' East 50 feet; thence continuing with Robbins with a line that is 50 feet southerly from and parallel with the south line of said Lot 45, a distance of 15 feet; thence continuing with Robbins with a line that is 50 feet southerly from and parallel with the south line of Lot 44 of said unrecorded plat North 89 25; East 60 feet to Robbins' southeast corner; thence continuing with a line that is 50 feet southerly from and parallel with the south line of Lots 44, 43, 42 & 41, with Hester, Henderson and Walker North 89 25' East 190 feet to an angle in Walker's line; thence continuing with Walker's line, being 50 feet southerly from and parallel with the south line of lots 40, 39 & 38, South 76 01' East 75 feet to Walker's southeast corner; thence with Walker's east line, being the extension southerly of the line between Lots 38 & 37 of said unrecorded plat, and with the line between Lots 38 and 37 North 17 18' East 197.64 feet to the south line of Cox Avenue, at the corner between Lot 38 and 37; thence with the south line of Cox Avenue along the north line of Lots 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20 and 19 of said unrecorded plat South 72 42' East 475.00 feet; thence continuing with the south line of Cox Avenue along the North line of Lots 18, 17, 16, 15, 14, 13, 12, 11, 10, and 9, South 74 27' East 239 feet to a point in the north line of Lot 9 of said plat that is 11.0 feet from the northeast corner of said lot, corner of D. P. Snider, formerly George W. Cox; thence with the former Cox line South 15 33' West 147.43 feet to a point in the south line of said Lot 9 that is 11.0 feet Westerly from the Southeast corner of said lot; thence continuing the same line, South 15 33' West, with Snider's, formerly Cox's line 263.01 feet to an iron stake, Snider's formerly Cox's, Southwest corner, thence with Snider, D. W. Cox, G.D. Cox, and Monroe Cox, all formerly George W. Cox. South 75 58' East 485.81 feet to a point in the paved road, known as Jackson Lake road, a point in the original Robertson, now Jackson line, thence with a line in said road along the former

001165

EXHIBIT A

Robertson line South 05° 10' West 516.78 feet to a point in the center line of said road at a point of curve; thence with the center line of said Jackson lake Road, a series of chords as follows: South 02° 11' West 121.2 feet, South 00° 46' West 103.54 feet, South 08° 38' East 105.05 feet, South 18° 25' 30" East 103.22 feet, South 20° 57' East 101.5 feet, South 24° 14' East 167.53, and South 21° 21' East 109.2 feet to the former Hackett's south line; now Ingram's corner with Welch, Myers and Jackson; thence with the old Hackett line, now Myers, North 84° 26' 30" West 330 feet, more or less, to Myers corner; thence with Myers South 5° West 510 feet, more or less, to a stone; thence continuing South 05° West with Myers 412 feet to a stone near the road; thence with Myers north 85° 05' West 480 feet, more or less, to a stone; thence South 05° West 396 feet to a stone near the road, Phillips' corner; thence North 85° 05' West 74.7 feet to a stone in English's line; thence north 10° East 808.5 feet to a stone in the edge of the branch, English's North east corner in the former Hackett line; thence with the old Hackett line with the lines of English, Myrtle Stone, Huffman and Guilford County Board of Education, North 85° 05' West 2113 feet, more or less, to Hackett's former southwest corner, now a point in Ingram's line; thence with Ingram, Pons et al North 05° 891 feet, more or less, to the point of beginning; said tract containing 112.43 acres, more or less, and being a part of the property shown on a survey made by T.C. Kirkman, Engineer, High Point, North Carolina, dated 6-25-64, Job No. 1655.

Save and except Lot No.1 and Lot No. 2, Block A and Lot No. 1, block B of the property of Dr. W. L. Jackson Estate, map of which is recorded in plat Book 40, page 15 in the Office of the Register of Deeds of Guilford County, North Carolina, said property being more particularly described in Deed Book 2285, Page 741 and 742 and that certain tract conveyed to Coney S. Robbins described in Deed Book 2367, Page 486 in the Office of the Register of Deeds of Guilford County, North Carolina.

The above property is conveyed subject to rights-of-way and easements of record and the right-of-way of Jackson Lake Road.

Being the same property as conveyed to the Grantor, Thomas C. Ragsdale, be deed recorded in Book 2419, Page 16.

001100

EXHIBIT A

Tract II

Beginning at a point in the Northern right-of-way line of US Highway 29 & 70, said point being the Southeast property corner of William C. Ragsdale, III and the Southwest corner of Thomas C. Ragsdale, thence along the common line between William G. Ragsdale III, and Thomas C. Ragsdale, North 04° 05' 51" East, 354.48 feet to an existing iron pipe in said line, thence continuing along said line North 02° 34' 34" East 614.88 feet to an existing T-iron said point being the Northeast property corner of William G. Ragsdale, III, thence along Ragsdales Northern line, North 88° 14' 34" West 94.53 feet to a point in said line, said point also being the Southeastern corner of lot 19 of Forestdale East, Section 4 as recorded in Plat Book 76 at Page 35 in the Guilford County Register of Deeds, thence along the Eastern line of lot 19 crossing the Eastern end of Wyndwood Drive, and along the Eastern line of lot 18, North 25° 50' 58" East, 303.17 feet to a point, said point being the Eastern most corner of said lot 18, thence along the Eastern line of said lot 18, North 13° 55' 07" West 107.86 feet to a point, thence along the Eastern lines of lot 18, 17, 16 and 15, North 04° 17' 13" West, 232.65 feet to a point, said point being the Northeastern corner of lot 15 of Forestdale East, section 4 in the Southern line of lot 29 of Forestdale East, Section 1, Map 2 as recorded in Plat Book 54 at page 70 in the Guilford County Register of Deeds, thence along the southern line of Lot 29 crossing the Southern end of Somerset Drive and along the lines of lot 30 & 35, South 68° 13' 08" East, 455.43 feet to a point, said point being the Southeast corner of said lot 35 of Forestdale East Section 3, Map 2, said point also being a common corner of Tracts 3 & 4, thence along the lines of said Tract 3 & Tract 5, South 01° 52' 50" West 1,500.51 feet to a point in the Northern right-of-way line of US Highway 29 & 70, thence along said right-of-way line, South 84° 58' 35" West 90.00 feet to a point in said right-of-way thence continuing along said right-of-line, South 84° 52' 20" West, 363.23 feet to the point and place of BEGINNING.

The above described property contains 15.460 acres and is subject to a sanitary sewer easement of the Town of Jamestown as shown on said map.

001137

EXHIBIT A

TRACT III

Beginning at a point on the north side of East Fork Road, said point being North 45° 28' 41" West 157.68 feet from the northwest corner of the Intersection of East Fork Road and Guilford College Road, a corner of the property of E. B. Stafford, Sr. And wife, Sarah K. Stafford; running thence North 64° 31' 19" East 110.91 feet to an iron pin; continuing thence North 21° 28' 43" East 146.64 feet to an iron pin in the line of the property formerly belonging to E.B. Stafford, Jr.; running thence North 65° 55' 32" West 125.61 feet to an iron pin on the east side of a proposed road; running thence along the east side of said proposed road a curve to the right with a radius equal to 994.71 feet and a length of 19.67 feet to a point on the east side of said proposed road; continuing thence along the east side of said proposed road South 26° 33' 00" West 69.37 feet to a point; continuing thence along the east side of said proposed road a curve to the right with a radius equal to 315.60 feet and a length of 98.99 feet to a point; running thence with a curve to the left having a radius equal to 20 feet a length of 31.42 feet to a point on the north side of East Fork Road; running thence along the north side of East Fork Road South 45° 28' 41" East 112 feet to the point and place of Beginning. See survey by Davis-Martin-Powell & Associates, Inc., Dated 3/3/77, Job No. S11752.

TRACT IV

Beginning at an existing iron pipe located at the southeastern most corner of lot 35 of Forrestdale East, Section 1, Map 2 as per plat thereof recorded in Plat Book 54, Page 70 from said BEGINNING, North 42° 13' 53" East 404.06 feet to an existing concrete monument, thence North 42° 09' 46" East 174.60 to an existing stone located at the southeast corner of the property of Jean Armstrong and Thora A. Johnson et al thence along the Armstrong and Johnson et al line South 87° 50' 07" East 1,461.12 feet to an existing iron pipe, thence South 11° 45' 13" West 576.44 feet to a point, said point being the Northeast corner of Tract 1, thence along the northern line of Tract 1 North 87° 50' 06" West 983.55 feet to a new iron pipe, thence South 65° 52' 04" West 913.85 feet to a point located in the eastern line of Tract 4, thence North 01° 52' 50" East 450.00 feet to the point and place of beginning and containing 25.353 acres, more or less, and further being Tract 2 & 3 according to a map of survey by Davis-Martin-Powell & Associates, Inc. dated August 7, 1985 bearing job, No. 521187.

The above described tracts are taken from deeds and not based on actual field survey.

1138