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STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

PROTECTIVE COVENANTS
WEXFORD SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 22 day of April, 1993, by DON BROCK, INC., a North Carolina corporation (hereinafter "Declarant").

RECITALS:

Declarant has, by recordation of a subdivision plat, subdivided certain property shown on said plat into lots intended for utilization for construction of single family homes. The subdivision plat is recorded in Map Book 108, Page 53, Guilford County Registry, and all property shown thereon is hereinafter referred to as the "Subdivision." Each numbered lot shown on the recorded plat is referred to herein as a "Lot." The name of the subdivision is Wexford Subdivision.

In order to own, manage and maintain common areas and utilities as more fully set out hereinafter, and to enforce these Protective Covenants and to provide an organization for the benefit of the owner of each Lot within the Subdivision, Declarant has chartered a North Carolina nonprofit corporation named Wexford Subdivision Homeowners Association, Inc. (the "Association"). The owner of each Lot is a member of the Association, and the owner of each Lot is obligated to pay dues and assessments to the Association for the benefit of the Association and the owner of each Lot within the Subdivision. The organization and operation of the Association is described in these Protective Covenants and in the By-Laws of the Association.

It is the desire and intention of Declarant, for its benefit and with the intent of preserving the value of each Lot, to restrict the utilization of and improvements on each Lot within the Subdivision in accordance with guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Protective Covenants for the use and benefit of all present and future Lot owners within the Subdivision.

1. DESCRIPTION. This Declaration shall run with the land and shall bind and inure to the benefit of the owner of each Lot within the Subdivision, and the property made subject to these Protective Covenants is all of the property within the Subdivision.

2. ADDITIONAL PROPERTIES. Declarant reserves the right to subject additional properties to the terms and provisions of these Protective Covenants. The property which may be made subject to the terms and provisions of these Protective Covenants is described

KIRKMAN, WHITFORD & JENKINS, P.A.
P.O. DRAWER 1347
MOREHEAD CITY, NORTH CAROLINA 28557-1347

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North Carolina - Guilford County
The certificate (s) of _____
Deborah V Echola

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
Anice Collier

672364 *JK*
RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 406B
PAGE(S): 1635 TO 1649
05/06/1993 15:25:05
05/06/93
1 MISC DOCUMENT 652364 5.00
14 MISC DOC ADDN PGS 28.00
1 PROBATE FEE 1.00

on Exhibit A attached hereto, but may include additional adjacent properties thereto (adjacent being defined as inclusive of properties across a right-of-way or water body). All or any part of such property may be subjected hereto; such property may be subjected hereto in one or more phases. However, to the extent that any portion of such property has not been subjected to the terms and provisions of these Protective Covenants by recordation of an amendment to these Protective Covenants in the office of the Register of Deeds of Guilford County, which amendment specifically exercises such right, on or before December 31, 1999, this right shall terminate. Lots made subject to the terms and provisions of these Protective Covenants by amendment shall be liable for payment of dues as more fully specified hereinafter; Lots within the Subdivision shall be liable for the payment of dues beginning upon the earlier to occur of the following:

- (a) conveyance of the first Lot therein to a third party; or
- (b) January 1, 1994.

3. SINGLE FAMILY UTILIZATION. This Protective Covenant restricts all numbered Lots subjected to its terms to use only for single family residential purposes. No home or other structure constructed within the Subdivision shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within the Subdivision for purposes of assisting in the sale of Lots within the Subdivision. Nothing contained herein shall prohibit recreational uses appurtenant to a residential dwelling, available for utilization on a non-commercial basis only by the owner of said dwelling and said owner's guests. Furthermore, nothing contained herein shall prohibit a contractor from utilizing a construction trailer, temporary construction office or other similar facility during the construction of improvements within the Subdivision.

4. BUILDING AND SITE RESTRICTIONS. Subject to the reserved rights of the Declarant as more fully set out in paragraph 5 hereunder, the Architectural Control Committee must give prior approval of any removal of any tree of a size of four inches in diameter or greater from any Lot or the construction of any improvement or structure on any Lot in accordance with the procedures described in Paragraph 5 of these Protective Covenants. In addition, the following restrictions shall apply:

- (a) No detached garage, storage shed, or carport shall be permitted unless architecturally compatible with the primary dwelling structure on the Lot.
- (b) No more than one (1) single family house shall be allowed per Lot.

(c) All homes must be constructed substantially on site, and no modular home shall be located within the Subdivision and no homes constructed elsewhere shall be allowed to be conveyed into and located on a Lot within the Subdivision. No temporary structures shall be allowed.

(d) No sign shall be allowed on any Lot so as to be visible from any street right-of-way or any adjoining Lot, except as to the following signs, which shall be allowed:

(1) a sign, no greater than four square feet in size, specifying the general contractor actually constructing a structure on a Lot. Such sign must be removed upon issuance of a certificate of occupancy for the structure;

(2) a sign, no greater than four square feet in size, specifying "for sale" with the name and telephone number of the agent (or owner) handling the sale. No sign shall be permitted (except "for sale by owner") unless the Lot is actually listed for sale with the agent identified by the sign. Such sign must be removed immediately upon termination of the listing, or upon transfer of the property to a third party (unless said third party is also offering the Lot for sale);

(3) a sign identifying the Lot upon which such sign is placed only by the name of the owner and a street number. Such sign must be constructed at a size, and to specifications and styles established by the Architectural Control Committee, and must be located on the Lot in a place specified by the Architectural Control Committee;

(3) street or directional signs erected by the Declarant, the Association or the City of High Point;

(4) any sign required to be constructed by any governmental agency; and

(5) identification and informational signs constructed by Declarant, the purpose of which is to assist Declarant in identifying the project and the location of sales offices, amenities, sales models or other nonresidential uses within the Subdivision.

All permitted signs, except those required to be constructed by governmental entity, shall be constructed of materials, in a style, of colors and in a location established and approved by the Architectural Control Committee.

(e) The minimum square footage of heated, enclosed living space for each approved residential structure shall be 1,400 square feet for all single-level homes and 1,600 square feet for

all two-level homes. Carports, garages, attics, porches, patios and decks shall not be considered heated, enclosed living space.

(f) There are no absolute building setback requirements other than those that may be imposed by a local government or those shown on the recorded plat of the Subdivision.

(g) The heights of structures shall be subject to approval of the Architectural Control Committee in accordance with the standards set out in Paragraph 5 hereunder, but no structures may exceed in height the height limitations imposed by the City of High Point.

(h) Fences are subject to the complete jurisdiction of the Architectural Control Committee as to location, style, materials and height. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. The Architectural Control Committee shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot and does not unreasonably impede the view of any attractive feature from any other Lot.

(i) No satellite receiving dish, radio antennae or other similar device shall be located on any Lot without prior approval of the Architectural Control Committee. The Architectural Control Committee shall approve the location of such device only upon making an affirmative finding that the location of the device on the Lot is in the area of minimum visibility from any surrounding Lot or from any street, and upon a further finding that the proposed location will not significantly detract from the aesthetic values of the Subdivision.

(j) No utility vehicle or truck (to the extent that a truck is rated as a one ton truck or larger) shall be allowed to remain on any street right of way or on any Lot or on any common property overnight unless it is enclosed within a garage that has been constructed in accordance with the provisions of these Protective Covenants. No vehicle of any kind shall remain on any Lot or on any common property overnight for purposes of repair, storage or in furtherance of any commercial activity relating to the location of said vehicle on said Lot. This provision shall not prohibit incidental repairs or maintenance to a vehicle performed by the owner of a Lot or his agent.

(k) The Association shall have authority to adopt rules and regulations prohibiting or restricting the location of temporary or permanent clotheslines, the number of vehicles that may be parked on any Lot and the number, type and location of trash receptacles, trash receptacle enclosures and mail boxes.

(1) No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Paragraph 15 of these Protective Covenants to adopt rules regarding conduct and use of any Lot; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Protective Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Protective Covenants or by an adopted rule, the Association shall give written notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If any nuisance is not terminated within a reasonable time thereafter, the Association may, in addition to any other remedy, impose a fine in the amount of \$100.00 per violation. If the nuisance is of a continuing nature, a separate violation shall be considered made each day the nuisance continues. All such fines may be collected in the same manner as an assessment as more fully specified herein, and all attorney's fees incurred may be collected as allowed by Paragraph 7 herein.

5. ARCHITECTURAL CONTROL COMMITTEE PROCEDURES. At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks and walkways, and further including a specific delineation of the proposed location of all improvements that will result in the creation of impervious surfaces as defined by any applicable governmental agency enforcing stormwater or watershed regulations relating to density of construction or allowed impervious surface development. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. There shall be submitted two copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Association may be

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an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the owner of the Lot of the conditions imposed.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

(a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision;

(b) that all required specific building standards and other conditions contained within the Protective Covenants and other applicable legal documents have been complied with;

(c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the Subdivision; and

(d) that the natural features of the Lot have been retained to the maximum extent feasible.

(e) that the impervious surface limitation coverage proposed on each Lot is consistent with all applicable governmental regulation.

Any owner of any Lot disagreeing with the finding of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving the Chairman of the Architectural Control Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of

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any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

Notwithstanding any of the provisions of these Protective Covenants, including the provisions of this paragraph 5, until Declarant by written instrument or as otherwise described herein transfers approval authority to the Association, no owner of any Lot shall be required to submit plans to the Architectural Control Committee, nor shall Architectural Control Committee approval be required until such time. Declarant shall review all such requests for change or improvement, in accordance with the review standards established for the Architectural Control Committee in this paragraph 5, and Declarant shall approve or deny such request in accordance with such standards, and in accordance with the procedures, and within the time limits, set out herein. All such plans for improvements shall be submitted to Declarant by the owner of any Lot until the earlier to occur of the following:

A. Recordation of an instrument in the Office of the Register of Deeds of Guilford County terminating Declarant's rights to further subject additional properties to the terms and provisions of these Protective Covenants or otherwise terminating Declarant's approval rights; or

B. Expiration in accordance with the terms of these Protective Covenants of Declarant's right to so amend these Protective Covenants to annex additional properties.

Declarant shall specifically be authorized to promulgate general architectural, construction, site clearing and landscaping standards, and to impose those standards upon a general contractor or contractors selected by Declarant, which contractor or contractors shall agree, by contract with Declarant, to purchase Lots only for the purpose of constructing improvements thereon, and then offering said Lot, with improvements, for sale. The contract of sale between Declarant and said contractor shall require said contractor to abide by such standards established by Declarant. Notwithstanding this provision, at such time as Architectural Control Committee functions are transferred by Declarant to the Association in accordance with the provisions of this paragraph 5, said contractor must abide by all provisions contained herein, and shall be required to seek approval of all plans in accordance with the provisions contained herein, except to the extent that plans have been previously approved by Declarant.

6. ASSOCIATION. The owner or owners of every Lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot; to the extent that there is more than one owner of any one Lot, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the

vote allocated to said Lot. If the owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners of the Lot. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws.

Declarant shall maintain all streets within the Subdivision until said streets are accepted for purposes of maintenance by a governmental entity. The Association shall maintain in good working condition all street lights or area lights constructed within the Subdivision for common benefit, until such time as such street lights or area lights are accepted for maintenance by a public utility or governmental agency. The Association shall have the responsibility of maintaining a slightly appearance along all street rights-of-way and utility easements.

The Association shall have the responsibility of maintaining in good condition all common areas, and shall be responsible for adopting rules and regulations governing utilization of such common areas. The Association shall be obligated to accept ownership of all common areas designated on any recorded subdivision plat the properties on which are made subject to the provisions of this Declaration. To the extent necessary, the Association may employ personnel necessary to perform its obligations, or needed to benefit the owners of Lots within the Subdivision. The Association shall specifically have the obligation to maintain any stormwater detention pond constructed within the Subdivision in good and functional condition at all times, and all expenses associated with the maintenance and upkeep of such detention pond (including any beautification measures undertaken by the Association) shall be a common expense.

The Association shall have all powers deemed necessary by its Board of Directors as necessary or desirable to carry out fully and sufficiently its obligations as described herein. These powers shall include the power to procure professional assistance, including the services of an engineer, lawyer, accountant or other professional. The Association shall have an affirmative obligation to maintain all common areas, notwithstanding whether or not such common areas are used by one or more of its members, and no member shall be entitled to avoid the payment of dues or assessments by virtue of lack of utilization of any common area. Such services may be provided by the Association directly, by a subsidiary owned by the Association or by contract with a third party.

The Board of Directors of the Association may maintain a Reserve fund for purposes of replacement of any common element, but the Board of Directors of the Association is not required to maintain any Reserve fund for any common element unless, in the reasonable opinion of the Board of Directors, an expenditure in

excess of \$2,500.00 is anticipated in the normal course of events to be expended by the Association in any one calendar year relating to any common element for which a reserve fund is contemplated.

In order to fund its obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (a) annual charges or dues; and
- (b) special assessments.

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessments are made. Liens shall be perfected in the manner of a mechanics or materialmen's lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association said power of sale.

Annual assessments shall be in an amount determined by a majority vote of the Directors of the Association. The initial annual assessment for an unimproved Lot shall be \$40.00 per Lot. The fiscal year of the Association shall be the calendar year. Beginning with the first day of the first month following the issuance of a certificate of occupancy for a residential structure on any Lot, the dues for each such Lot shall be three times the then determined assessment for each unimproved Lot. No amendment to these Protective Covenants, unless approved by Declarant and all owners of Lots within the Subdivision, shall alter the ratio of dues paid by the owner of an unimproved Lot compared to the dues paid by an owner of an improved Lot.

A special assessment may be levied from time to time by vote of a minimum of 70% of the total votes cast in any regular or special meeting, called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable.

To the extent that the Association owns real property, such property shall be considered Common Property, and each and every Member of the Association, and said Member's guests and invitees, shall, subject to reasonable rules and regulations adopted by the Association, have and is hereby granted an easement over said

Common Areas, for access, ingress and egress from and to public streets and walkways, for recreational and other utilization and, where appropriate, and where in accordance with the rules and regulations of the Association, for parking.

To the extent that the Association fails to pay any assessment for public improvement or ad valorem taxes levied against any such Common Area, which default shall continue for a period of six (6) consecutive months, each Lot Owner shall become personally obligated to pay to such assessing jurisdiction a portion of the taxes or assessments in arrears in an amount determined by dividing the total taxes and/or assessments due to the taxing jurisdiction by the total number of lots within the Subdivision. To the extent that said Lot Owner does not pay said sum within thirty (30) days following receipt of written notice of the amount due, provided by the taxing authority, said sum shall become a continuing lien on the Lot, which lien shall run with the land, and be binding upon the heirs, devisees, personal representatives and assigns of the owner of the Lot. The taxing or assessing jurisdiction may either bring an action at law against the Lot Owner personally obligated to pay such tax or assessment, or may foreclose the lien against the Lot.

7. ENFORCEMENT. These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot owner; by the Association, upon action by its Board of Directors; or by Declarant, as long as Declarant owns any Lot within the Subdivision. Appropriate remedies shall include, but are not limited to, specific performance. In any action to enforce these Protective Covenants, including any action to collect assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional assessment. In addition, interest at the rate of twelve percent (12%) per annum shall be collected from the due date of any assessment, until the assessment is paid in full.

The City of High Point and the State of North Carolina are given specific authority to enforce these covenants to the extent necessary to cause compliance with any governmental regulation relating to the construction of impervious surfaces and the density of construction mandated by any applicable law or regulation, with remedies available to such governmental entity including, but not limited to, the remedy of specific performance.

8. SETBACKS. All setback and building restriction areas, and allowable building areas, as shown on the recorded subdivision plat of the Subdivision, shall be incorporated herein by reference.

9. AMENDMENTS. These Protective Covenants shall continue in full force and effect until 12:00 noon on January 1, 2001, at which

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time it shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Protective Covenants is recorded prior to any renewal date in the office of the Register of Deeds of Guilford County, which amendment shall require approval of sixty-seven percent (67%) of the Lots subjected to these Protective Covenants (including any amendments hereto).

10. BINDING EFFECT. All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Protective Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Protective Covenants, jointly, separately, and severally.

11. RESERVATION OF RIGHTS. Any utility easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized utility companies, the City of High Point or by the owner of any Lot within Wexford Subdivision, for purposes of providing utility services or necessary drainage, but only upon approval of the Association given by its Board of Directors.

12. RESUBDIVISION. No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision. Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one single family residential home per redivided Lot, so that the maximum number of homes which can be constructed within the Subdivision shall not increase. Upon the recombination of any Lots to reduce the total number of allowable building Lots within the Subdivision, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot. Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as common area, or dedicated by Declarant as a recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of Guilford County, there shall be no further dues owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

13. UTILITY EASEMENTS. There is hereby reserved for the benefit of the Association and the owner of each Lot within the Subdivision a utility, drainage and maintenance easement running parallel to each street a width of 5 feet, and parallel to each

side and rear Lot line a width of five feet. Utilization of such easement by anyone other than the Lot owner across which such easement runs shall be made only upon approval of the Board of Directors of the Association, except that any utilization by Declarant or his assigns, or as shown on any recorded subdivision plat, shall be permitted without approval of the Association.

14. MINOR AMENDMENT. Declarant, or its successor or assign, shall be allowed to amend these Protective Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the office of the Register of Deeds of Guilford County, which Corrected Declaration shall specifically reference this document, and the provision impacted.

15. RULES. The Board of Directors may from time to time establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of the Subdivision and the tranquillity of the owners of Lots. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots. All such rules shall be enforceable as though set out within these Protective Covenants.

16. ASSIGNMENT. Declarant fully reserves the right, by recordation of an assignment in the office of the Register of Deeds of Guilford County, to assign all of its rights, duties and obligations contained herein, including specifically, but not as a limitation, its approval rights as established in paragraphs 5 and 6 hereinbefore, to a third party. If such assignment is made, the assignee shall have full rights, duties and responsibilities as though named Declarant herein. Following the date of such assignment, Declarant shall have no further duties, rights or obligations hereunder.

17. FEEES AND BONDS. The Association is specifically authorized, but is not required, to charge application or processing fees for approval of plans, and to require the posting of reasonable bonds or deposits prior to commencement of construction to protect the Association against damage to streets or other common areas or costs incurred in causing correction of any construction or site work performed otherwise and in accordance with approved plans.

18. SIGNAGE. The Association shall maintain in good condition all subdivision identification signs, whether constructed on a street right-of-way or on an easement reserved on any Lot. The Association shall further pay, as a common expense, any cost associated with the lighting, landscaping (including irrigation) and general maintenance for such sign, and the property upon which it is situated. It is specifically understood and agreed that any median within any street within the subdivision shall be a common area.

19. RESERVATION. The owner of each Lot is hereby deemed to grant and convey unto the City of High Point, or their designee or assignee, an easement over and across each and every Lot for the purpose of installation of utility services to and for the benefit of any structure constructed or to be constructed on said Lot.

IN TESTIMONY WHEREOF, said Declarant has caused this instrument to be executed in its corporate name by its corporate officers, and its corporate seals to be hereto affixed, all by order of their Board of Directors first duly given, this the day and year first above written.

DON BROCK, INC.

BY: *Donald S. Brock*
PRESIDENT

ATTEST:

Cynthia J. Brock
Secretary



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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Deborah V. Echols, a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day Donald G. Brock, who being by me duly sworn, says that he is the President of DON BROCK, INC. and that he knows that Cynthia F. Brock is the Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested by its Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 22 day of April, 1993.

Deborah V. Echols
Notary Public



Commission Expires:
Commission Expires September 17, 1997

Brock.Cov
Misc
#1

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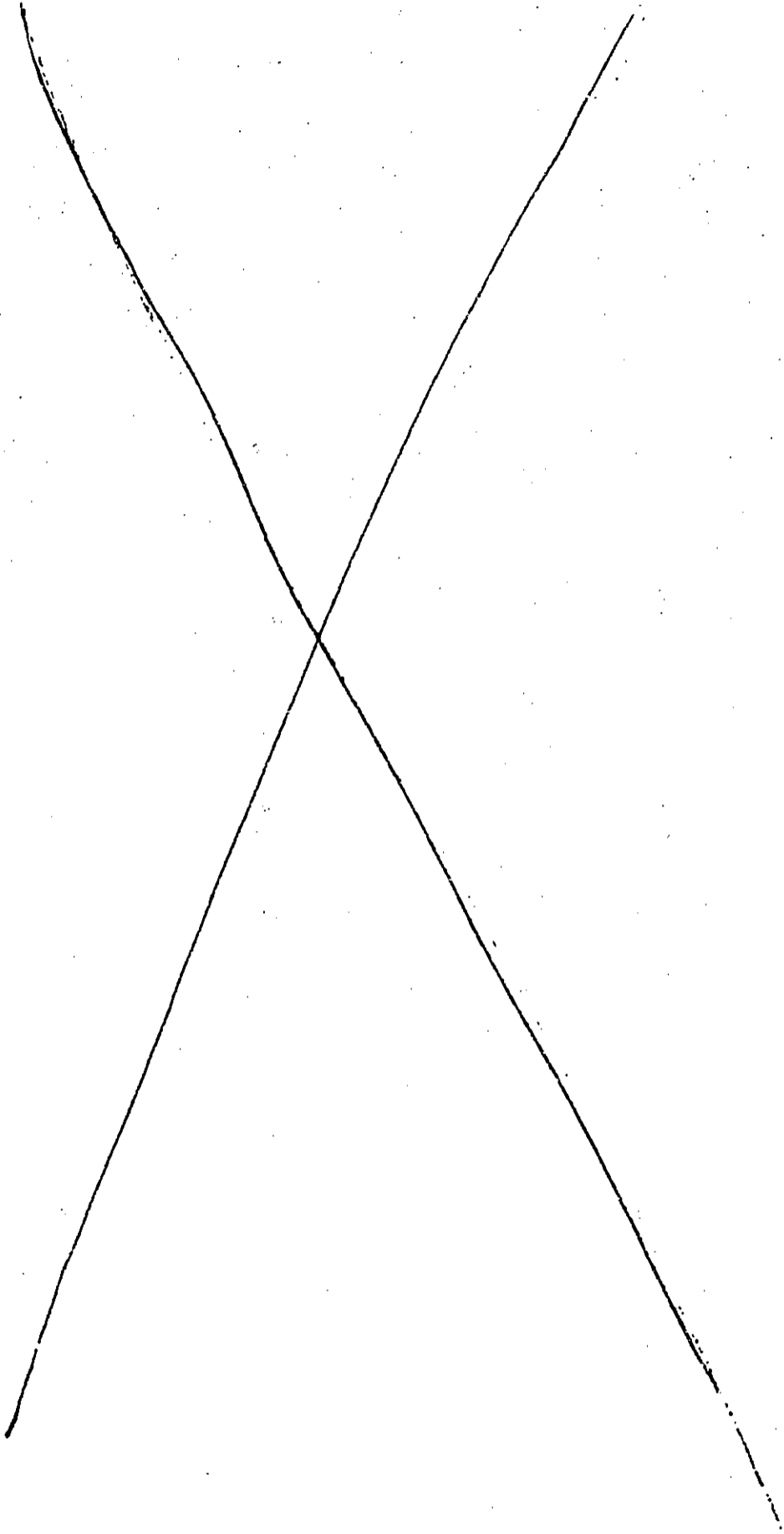
SCHEDULE A

PROTECTIVE COVENANTS
WEXFORD SUBDIVISION

BEGINNING at an existing iron pin in the western right-of-way line of Waterview Road, the northeast corner of the property now or formerly owned by Louis J. Fisher; from said BEGINNING POINT running thence along the northern line of the Fisher Property South $88^{\circ} 36' 11''$ West 866.30 feet to an existing iron pin, thence North $00^{\circ} 22' 49''$ West 21.56 feet to an existing iron pin at a stone; thence North $85^{\circ} 42' 36''$ West 1309.71 feet along the northern line of property now or formerly owned by Guarad Crawford to an existing iron pin; thence North $0^{\circ} 10' 33''$ East 804.67 feet to an existing iron pin, the southeast corner of Lot 36 and the southwest corner of Lot 37 of Hunterwoods Subdivision, Plat Book 46, Page 89 of the Guilford County Registry; thence North $86^{\circ} 48' 28''$ East 602.18 feet along the southern line of Lots 37 through 40 of Hunterwoods Subdivision, Plat Book 46, Page 89 to an existing iron pin; thence North $86^{\circ} 51' 18''$ East 1223.84 feet along the southern line of Lots 41 through 46 inclusive of Hunterwoods Subdivision, Plat Book 46, Page 89 to an existing iron pin; thence South $87^{\circ} 50' 22''$ East 496.58 feet to an existing iron pin in the western right-of-way line of Waterview Road, said point having North Carolina Grid Coordinates (NAD 27) of North equal 833,477.032 and East equal 1,703,801.211; thence along the western right-of-way line of Waterview Road the following courses and distances: South $4^{\circ} 57' 9''$ West 84.82 feet to a new iron pin, South $10^{\circ} 3' 59''$ West 100.01 feet to a new iron pin, South $16^{\circ} 39' 27''$ West 100.01 feet to a new iron pin, South $18^{\circ} 29' 47''$ West 100.01 feet to a new iron pin, South $18^{\circ} 17' 47''$ West 100.01 feet to a new iron pin, South $15^{\circ} 54' 28''$ West 100.01 feet to a new iron pin, South $10^{\circ} 18' 59''$ West 100.0 feet to a new iron pin, South $4^{\circ} 40' 0''$ West 100.0 feet to a new iron pin, South $1^{\circ} 28' 58''$ East 100.01 feet to a new iron pin, South $6^{\circ} 29' 47''$ East 100.01 feet to a new iron pin, and South $15^{\circ} 43' 05''$ East 23.77 feet to the point and place of BEGINNING.

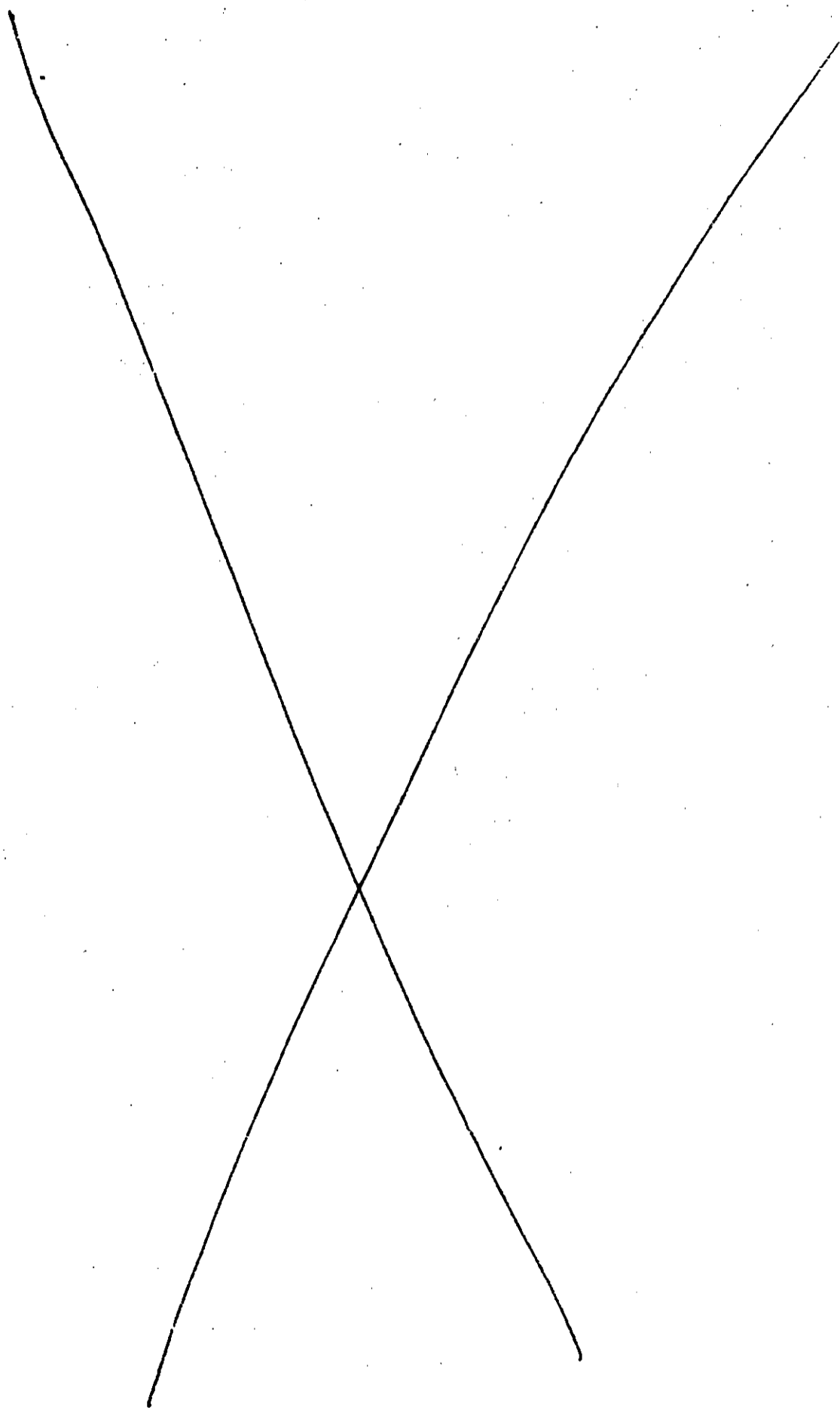
The above tract contains 47.648 acres, more or less, and is the property shown on Survey prepared by Davis-Martin-Powell & Assoc., Inc. dated 12-4-92, Job No. E-1579.

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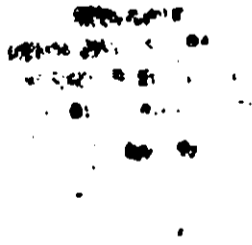
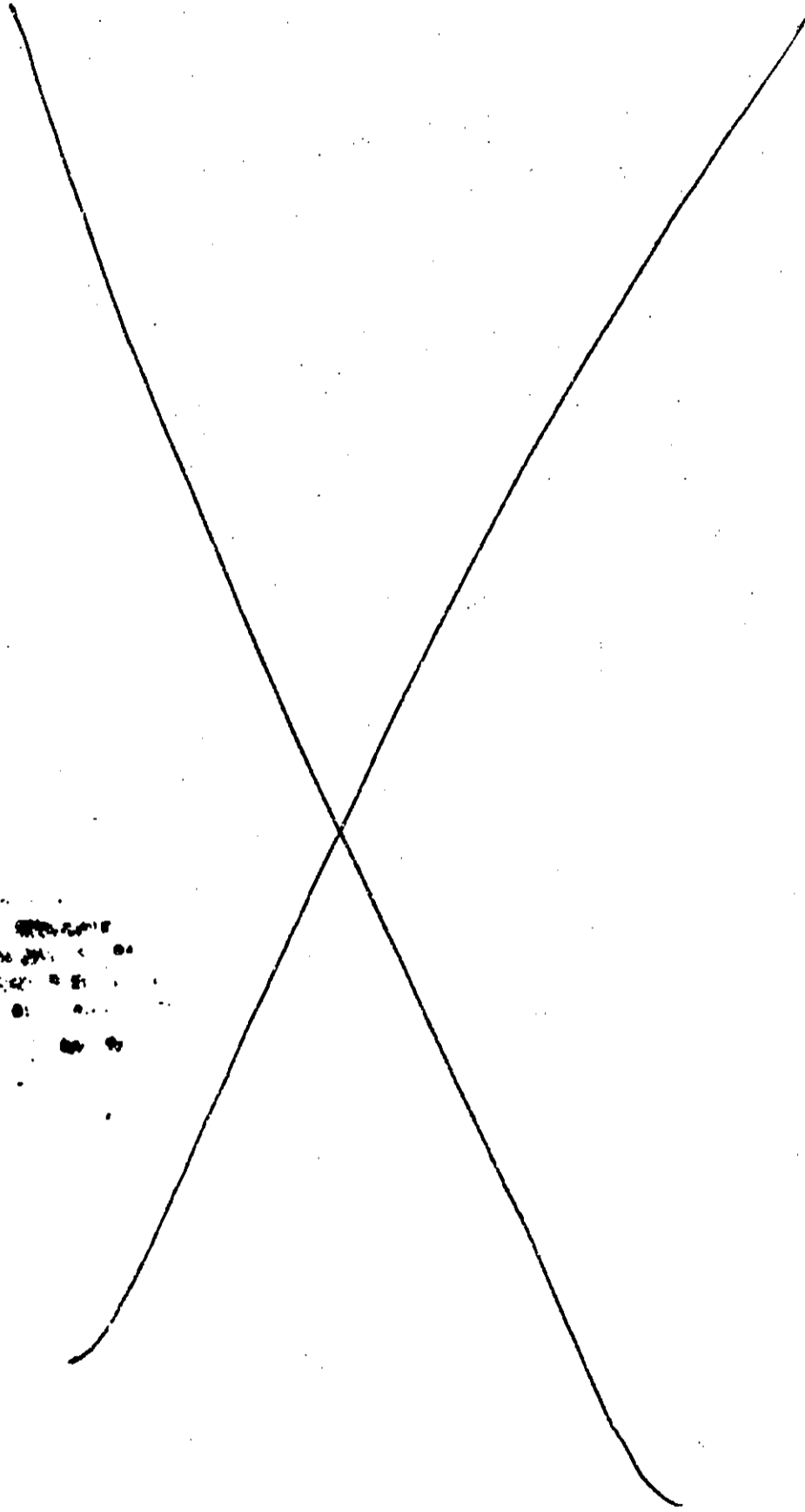
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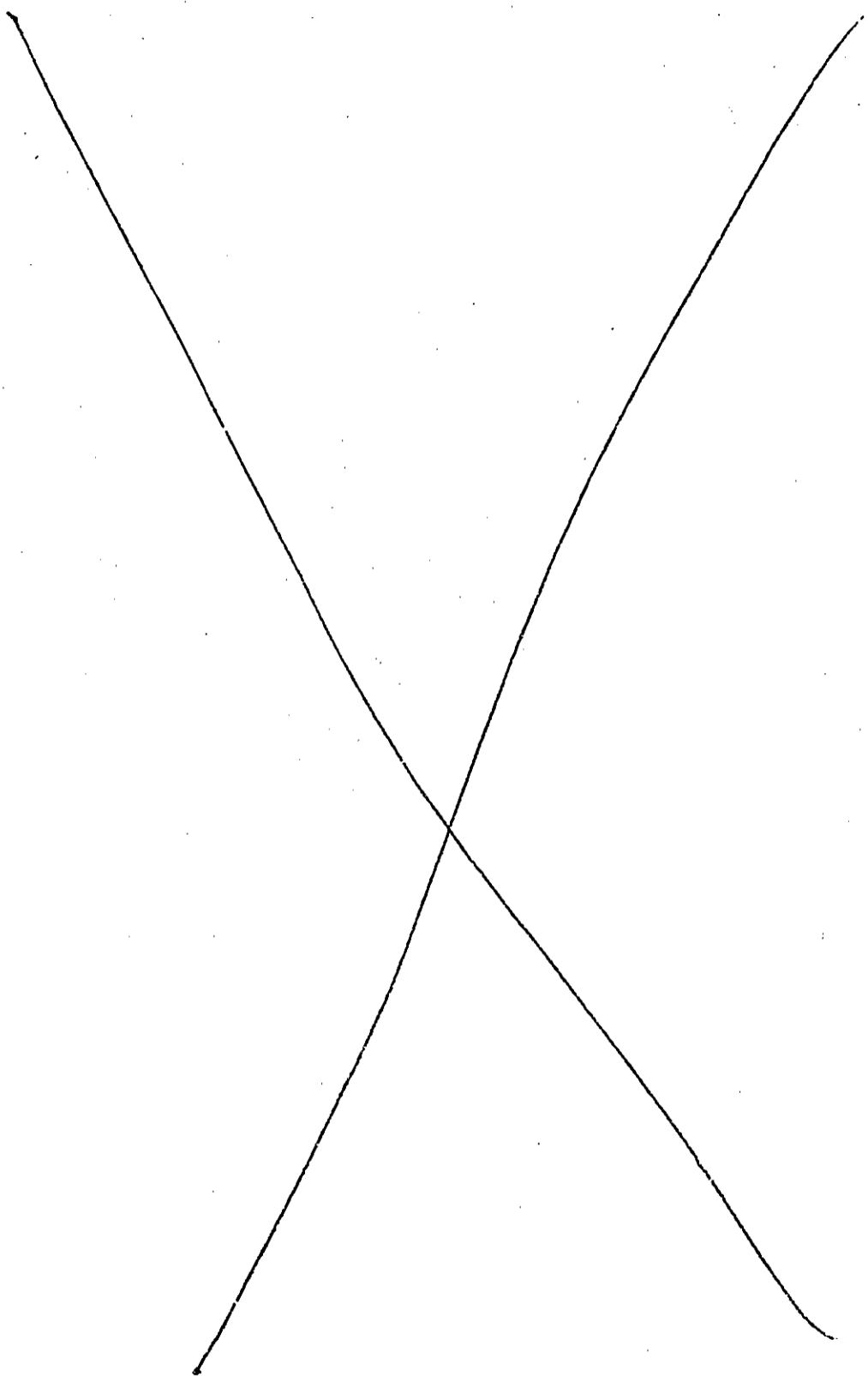
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