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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
NOTTING HILL

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NORTH CAROLINA
GUILFORD COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR NOTTING HILL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NOTTING HILL (herein after referred to as the "Declaration"), made as of March 28, 2005 by Greensboro Operations Land Development, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Guilford, State of North Carolina, described as follows:

All of that property known as Notting Hill, a plat of which is recorded in Plat Book 159, Page 056 of the Guilford County Registry (such plat being referred to herein after as the "Plat") (hereinafter referred to as the "Subject Property").

NOW, THEREFORE, Declarant hereby declares that all of the Subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties, their heirs, successors and assigns having any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

SECTION 1. "Association" shall mean and refer to Notting Hill Homeowners Association, Inc., 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, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to the Subject Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4: "Common Elements" shall mean all real property and interests in real property owned by the Association, together with any easements and rights of way related thereto and any improvements located upon or within such appurtenances (herein after referred to as the "Other Maintained Improvements") for the common use and enjoyment of the Owners. The Common Elements at the time of the conveyance of the first Lot are described as follows: all of that real

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property designated as "Common Elements" and currently comprised of the tract of 2.630 acres and as referenced on the Plat, together with any appurtenances thereto. Common Elements shall also include any and all property rights and appurtenances as may be conveyed to the Association in the future.

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 Greensboro Operations Land Development, LLC or its assigns designated as such of record and which assignee(s) shall own at least four Lots of the Properties at the time of such designation.

SECTION 7. "Lot" shall mean and refer to any numbered parcel or plot of land shown upon any recorded subdivision map of the Properties, including additions thereto pursuant to **Article X Section 4** hereinafter, with the exception of Common Elements.

ARTICLE II

Property Rights

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements 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 suspend the voting rights of an Owner for any period during which any assessment or fine against his Lot remains unpaid; and, for a period not to exceed sixty (60) consecutive days for any infraction of its published rules and regulations;

(b) the right of the Association to grant easements and rights of way, to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility (including any entity authorized by the City of Greensboro or Guilford County to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Board of Directors, agreeing to such dedication or transfer, has been recorded.

(c) the right of the Association to impose regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may further restrict the use of the Common Elements.

(d) the right of the Association to exchange portions of Common Elements with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of houses or other improvements onto portions of the Common Elements.

(e) 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 Elements.

SECTION 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his "Immediate Family," (as that term is hereinafter defined) to his guests, and to those persons permitted under the terms of **Article VI, Section 1** hereof ("Authorized Users"), subject to such rules and regulations as may be established from time to time by the Association.

SECTION 3. Parking Rights and Restrictions. Owners and Authorized Users shall be permitted to park motor vehicles only in their respective garages and the in driveways serving their respective Lots. Owners, Authorized Users, as well as their respective guests, invitees and licensees shall be permitted to park on the Common Elements roadways only for brief periods of time on an irregular, infrequent basis; provided, however, construction traffic shall be allowed to park on one side of the Common Elements roadways during construction and as designated by and subject to the regulations of the Association. During construction, it will also be the responsibility of each Owner to keep the street as free of mud and debris as practical.

Violations of this Section shall constitute a nuisance, and in addition to all other remedies available to it at law and in equity, the Association shall have the right:

(a) to assess fines against an Owner for violations by such Owner and by Authorized Users of the Lot; and

(b) to remove offending vehicles (including construction traffic) from the Common Elements upon the commission of a second offense by an Owner or the Authorized Users and their respective guests, invitees or licensees of the Lot. The costs of such removal and any storage fees shall be the responsibility of the Owner and the Authorized User.

The fines described in paragraph (a) and the costs and fees described in paragraph (b) above shall be deemed to be assessments as set forth in **Article IV** of this Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in **Article IV, Section 8**.

ARTICLE III

Membership and Voting Rights

SECTION 1. Membership. 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. Classes of Membership. The Association shall have two (2) classes of voting membership designated as follows:

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Class A. 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 shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, as the case may be, on the happening of either of the following events, whichever occurs earliest:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, provided, however, that the Class B membership will be reinstated if after such conversion and before the date stated in the next succeeding subparagraph (b) additional lands are annexed to the Subject Property as provided for hereinafter, containing a sufficient number of Lots to give the Class B membership a total number of votes in excess of the Class A membership; or

(b) on December 31, 2015.

SECTION 3. Right of Declarant to Appoint Board of Directors of The Association.

Notwithstanding anything to the contrary herein, until December 31, 2015 or until Declarant has conveyed each and every Lot within the Properties, Declarant shall have the right to designate and select the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Declarant need not be the Owner of a Lot. Any representative of Declarant serving on the Board of Directors of Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest. Similarly, Declarant, as a Member of the Association, shall not be required to disqualify itself upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest.

ARTICLE IV

Covenant for Maintenance and Assessments

SECTION 1. Creation of The Lien And Personal Obligation of Assessments. Each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (c) to the appropriate governmental taxing authority: (1) a pro rata share

of ad valorem taxes levied against the Common Elements; and, (2) a pro rata share of assessments for public improvements to or for the benefit of the Common Elements if the Association shall default in the payment of either or both for a period of six (6) months. The annual and special assessments (and any penalties and fines) together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment and charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. The personal obligation for the delinquent assessments or charges shall not pass to his successors in title unless expressly assumed by them.

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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, related to the maintenance, use and enjoyment of the Common Elements, or to those improvements outside of the Common Elements but which benefit the Properties, including but not limited to, privacy walls, storm drainage facilities, sidewalks, street lights and all other facilities constructed or installed in connection with the drainage of the Properties (such improvements may be hereinafter collectively referred to as "Other Maintained Improvements"). Expenditures may include, but are not limited to the following: the costs of repairs; replacements and additions; the cost of labor; equipment; materials; management and supervision; the extension and provision of utility services to the Common Elements; the payment of taxes assessed against the Common Elements and/or the payment of assessments for public improvements to the Common Elements assessed by any governmental body having jurisdiction over the Common Elements; the procurement and maintenance of insurance (including, but not necessarily limited to, hazard and liability insurance in such amounts as the Associations deems just and proper); the payment of charges for garbage collection service for the Common Elements; the employment of attorneys and other professionals to represent the Association when necessary; and such other needs and expenses as may arise and that are related to the purposes of the Association as stated herein.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the 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 unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds 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. All annual assessments shall be fixed at a uniform rate for all Lots. Until January 1 of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment shall be:

Fourteen Hundred Forty and NO/100 Dollars (\$1,440) per year, which shall be deemed to be a rate of maximum assessment of Three Hundred Sixty and NO/100 Dollars (\$360) per quarter.

(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. The maximum annual assessment for all Lots may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) 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 shall fix the annual assessment at an amount not in excess of such maximum annual assessment.

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 (i) capital improvements upon the Common Elements, or (ii) Other Maintained Improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All such special assessments shall be fixed at a uniform rate for all Lots. Such special assessments may be collected on a monthly, quarterly or annual 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 1, 3 or 4** of this **Article IV** shall be sent to all Members affected thereby 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 the membership entitled to vote thereon 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. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be collected on a quarterly basis, in advance, and shall commence as to each Lot on the first day of the first full calendar month following the day that the Lot is conveyed to an Owner by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after conveyance of such Lot.

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 shall send written notice to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 7. Effect of Nonpayment of Assessments: Remedies of the Association. Assessments authorized by this Declaration shall be due and payable on the dates established by the Board of Directors from time to time. Fees, fines and penalties authorized by this Declaration shall be due and payable thirty (30) days after written notice thereof from the Association to the Owner. Any assessment, fee, fine or penalty not paid within thirty (30) days after the due date shall bear a late payment penalty of \$100.00, which amount may be increased prospectively by a majority vote of the Members in attendance (in person or by proxy) at their annual meeting. The Association may bring an action at law against the Owner personally obligated to pay any past due assessment fee, fine or penalty or may 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. 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 Elements or abandonment of his Lot.

SECTION 8. 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 Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot 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 or 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 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments, fees,

Architectural Control Committee decision to the Board of Directors of the Association which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors. The Architectural Control Committee may charge a fee of up to \$100 for each such application to cover the reasonable costs of architects and/or engineers retained to assist it in evaluating such plans and specifications. The Members may increase such fee prospectively at their annual meeting which shall then be payable to the Association.

SECTION 5. Maintenance of Lots.

(a) Each Lot Owner shall be responsible for the repair, maintenance and upkeep of the exterior of the dwelling on such Lot and all items located on the Lot, including but not limited to any and all vegetation, driveways and walks (excluding improvements sidewalks constructed by Declarant), glass surfaces, window and door screens, patios, wooden decks or any part thereof including railings, supports and steps, basement and crawl space areas, and any exterior alterations approved by the Architectural Control Committee pursuant to the provisions of **Article V** hereof; provided, however, the external appearance of such repairs, maintenance and upkeep shall be subject to the regulation and control of the Board of Directors and its Architectural Control Committee as provided in this Declaration.

(b) Should a Lot Owner fail to discharge his repair, maintenance or upkeep responsibilities in a reasonable and prudent manner to a standard harmonious with that of other Lots, then the Association shall have the right to cause such repair, maintenance and upkeep to be performed and to charge the cost thereof as a part of and in addition to the annual assessment attributable to the Lot and provided for in this Declaration. Should a Lot Owner fail to pay any charge billed in accordance with this subparagraph (b) within fifteen (15) days of such billing, then the Association shall have the right to claim a lien against the Lot and to foreclose such lien, all as provided for in Article IV of this Declaration.

(c) All interior portions of buildings located on the Lots will be maintained by the Owners of the respective Lots upon which the buildings are located.

ARTICLE VI

Use Restrictions

SECTION 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes and such use shall be limited to:

- (a) The Owner;
- (b) Members of the Owner's "Immediate Family" or members of the Immediate Family of the Owner's spouse. For purposes of this Declaration "Immediate Family" shall mean lineal ancestors and their spouses or descendants of the Owner or the Owner's spouse and their spouses;

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(c) Such persons living with the Owner or the Owner's Immediate Family;

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

(e) Other temporary users of a Lot or Lots, (but not occupants), for purposes of sale of that Lot or construction of a residence.

SECTION 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Owners of Lots with garages shall keep the interior of such garages in a neat and orderly condition and shall keep garage doors closed as much as practical. No tennis court or pool shall be used or lit after 10:00 p.m. without special approval of the Board of Directors.

SECTION 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of the City of Greensboro and the County of Guilford relating thereto. Dogs shall not be allowed to run loose anywhere on the Properties except within the confines of its Owner's Lot.

SECTION 4. Outside Antennas. No outside radio or television antenna or dish greater than twenty inches (20") in diameter shall be erected on any Lot or dwelling within the Properties unless and until written permission therefor has been granted by the Architectural Control Committee. The location of any such permitted antenna or dishes shall be determined and controlled by the Architectural Control Committee. It shall be a guideline of and the clear preference of the Architectural Control Committee that any antenna not be seen from the abutting street of the Lot in question or excessively obvious to any adjoining Lot.

SECTION 5. Boats, Trailers and Certain Motor Vehicles. No boat, boat trailer, house trailer, travel trailer, motor home, camper, tractor trailer, tractor trailer trucks, or any other such vehicle shall be kept or maintained on any Lot more than two (2) weeks in any calendar year if it is visible from anywhere within the Properties other than the Lot on which it is located; provided, however, such vehicles may be parked in a garage on a Lot if such vehicle can be fully covered by the garage with the garage door closed or may be parked outside if prior written approval has been granted by the Architectural Control Committee.

SECTION 6. Motorized Vehicles. Other than within the private streets and driveways, no motorized vehicle shall be allowed on the Common Elements except that which is used for maintenance, repairs or construction as authorized by the Association or such mechanized vehicles as may be reasonably necessary for disabled individuals.

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SECTION 7. Temporary Structures. No trailer, tent or temporary structure located on any Lot shall be used as a residence.

SECTION 8. Building Size, Garages and Carports. Each single family dwelling shall have an enclosed, heated living area with the main structure, exclusive of open porches, garages and other unheated spaces of not less than 2800 square feet.

SECTION 9. Subdivided Lots. No Lot may be subdivided by sale or long term lease in such a manner as to produce a Lot containing less than 29,000 square feet.

SECTION 10. Temporary Office or House. Declarant shall be permitted to erect a temporary office or house on any Lot during the first five (5) years following the recording of this Declaration for the purpose of obtaining a sales information center and construction office.

SECTION 11. Mailboxes. Mailboxes shall be of a simple design subject to the approval of the Architectural Control Committee.

SECTION 12. Exterior Lights. Except as may be required by any governmental authority, no high wattage pole lights, flood lights or security lights, such as mercury vapor lights, shall be allowed anywhere on the Properties except as may be approved by the Board of Directors for the portion of the Common Elements. Owners may install incandescent driveway lights up to 60 watts each for every 50 feet of driveway or fraction thereof. Incandescent light fixtures attached to the exterior of the residence and along the walkways up to 150 watts are allowed. No unshielded bulbs shall be allowed.

SECTION 13. Utility Servicing. All utilities servicing the Lots or the Common Elements must, if at all practical, be located underground. The determination of any exception to this restriction, based upon the impracticality of placing such utilities below ground, shall be made by the Architectural Control Committee.

SECTION 14. Waivers. Minor violations of **Sections 1 through 13** of this Article may be waived by the Declarant or the Architectural Control Committee.

ARTICLE VII

Easements

SECTION 1. Utilities. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as shown on the Plat of the Subject Property and plats of the Properties as may be recorded in the future. Within these easements, to the extent they are located on any Lot, no structures, other than driveways, paths or walkways, planting or other material shall be placed or permitted to remain which may interfere with the installation and

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maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may unreasonably obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the City of Greensboro over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer and drainage facilities, for affording police protection, and for the fighting of fires and collection of garbage.

SECTION 2. Other Easements. Declarant hereby grants to the Association any rights it has in the improvements located on the Common Elements. The Association shall be responsible for the repair, maintenance and upkeep of all improvements located on the Common Elements, except such permitted improvements placed on the Common Elements by any Owner.

SECTION 3. Unintentional Encroachments. In the event that any improvements on a Lot (not specifically approved or permitted pursuant to this Declaration) shall encroach upon any Common Elements or upon any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Elements or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Elements into any such Lot for so long as such encroachment shall naturally exist.

ARTICLE VIII

Placement of Dwelling

Except with the written consent of the Architectural Control Committee, the main building on any Lot shall not be erected or allowed to remain facing in any direction except toward the street abutting the front of said Lot, which as to a corner Lot shall be the street upon which said Lot has the least frontage.

ARTICLE IX

Signs

No signs of any description shall be displayed upon any Lot with the exception of (a) rental or sales signs; and (b) such signs normally used during the initial construction phase of a residence (or major additions thereto) identifying the general contractor and major subcontractors, all of which signs shall be no bigger than six square feet.

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ARTICLE X

General Provisions

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. 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 Common Elements to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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

SECTION 3. Amendment and Termination. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration shall be terminated if during the 20th year of such initial period or during the 10th year of any successive automatic extension period, at least 90% of the membership votes at a properly convened meeting to terminate the Declaration. Notice of such termination must be signed by both the then-current President, attested to by the Secretary of the Association, and properly recorded in the Guilford County Registry. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners and the Declarant, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded to be effective and enforceable.

SECTION 4. Annexation.

(a) Additional property and Common Elements may be annexed to the Properties with the consent of sixty-seven percent (67%) of each class of Members.

(b) Additional land immediately adjacent to the Subject Property or located directly across a public right of way abutting the Subject Property (including additions thereto pursuant to this instrument) may be annexed and made a part of the Subject Property by the Declarant or its successors and assigns without the consent of Members until December 31, 2015. Any such expansion of this Declaration will subject the Owners of any Lots located on any such tract to be

annexed to all the covenants, conditions and restrictions contained herein above in this Declaration and by accepting the deed to such Lots such Owners shall agree to pay any assessments levied pursuant thereto. Any such annexation of additional properties or dedication of additional Common Elements to this Declaration and Amendment of this Declaration of Covenants, Conditions and Restrictions shall be done in a manner to include additional residential lots and units at no greater density than 1 unit per acre with such density to be measured by the entire area made subject to this Declaration. It is further understood that such expansion and annexation may include recreational facilities and Common Elements to be used by all of the Lot Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by is duly authorized officers and its corporate seal to be hereunto affixed, as of the 28th day of March 2005.

102720

Greensboro Operations Land Development, LLC:

By: *Chester H. Brown, III*, Manager
Chester H. Brown, III

By: *David W. Schenck*, Manager
David W. Schenck

By: *Gary D. Jobe*, Manager
Gary D. Jobe

STATE OF NORTH CAROLINA
GUILFORD COUNTY

CONSENT

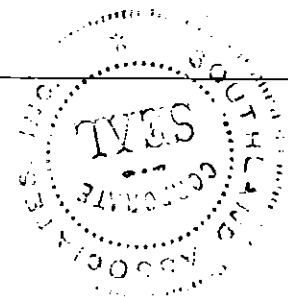
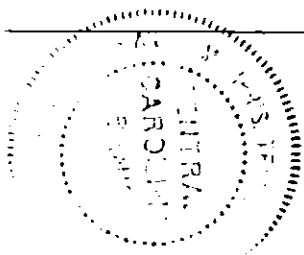
CCB, as the holder of the existing loan secured by the deed of trust on the property described in Exhibit "A", and Southland Associates, Inc., as Trustee under the Deed of Trust recorded in Book 6095, Page 2989, Guilford County Registry, join in the execution of this instrument for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions.

Central Carolina Bank, a division of National Bank of Commerce, a division of Suntrust Banks, Inc.

By: *Eric*
Eric Vice President

Southland Associates, Inc., TRUSTEE

By: *Thomas M. ...*
President



STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, the undersigned, a Notary Public for said County and State, do hereby certify that Chester H. Brown, III, manager of Greensboro Operations Land Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this March 29, 2005.

BARBARA B. CALDWELL
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-11-07

Barbara B. Caldwell
Notary Public

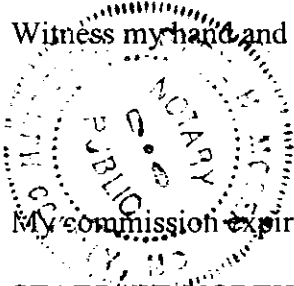
My commission expires: Oct. 11, 2007

002721

STATE OF NORTH CAROLINA
COUNTY OF ~~GUILFORD~~ RANDOLPH

I, the undersigned, a Notary Public for said County and State, do hereby certify that Gary D. Jobe, manager of Greensboro Operations Land Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this March 30, 2005.



Dybil H. Moser
Notary Public

My commission expires: May 27, 2007

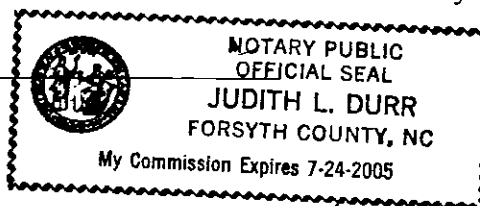
STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, the undersigned, a Notary Public for said County and State, do hereby certify that David W. Schenck, manager of Greensboro Operations Land Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this ~~January~~ ^{March} 30, 2005.

Judith L. Durr
Notary Public

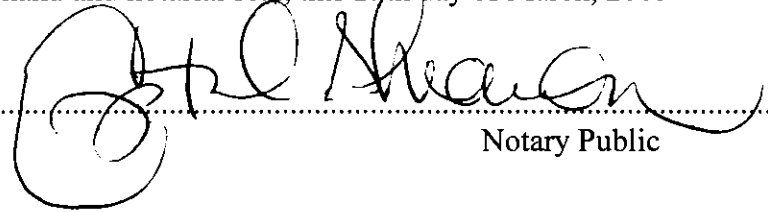
My commission expires: _____



NORTH CAROLINA
GUILFORD COUNTY

I, Crystal S. Macon, a Notary Public, in and for said County and State do hereby certify that Thomas G. Nisbet, Jr. personally appeared before me this day and acknowledged that he is Vice-President of SOUTHLAND ASSOCIATES, INC., a Corporation, Trustee, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President.

WITNESS my hand and notarial seal, this 29th day of March, 2005


.....
Notary Public



102722

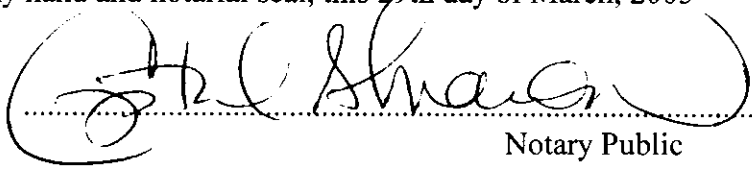
(Seal)
My Commission Expires: 11/07/09

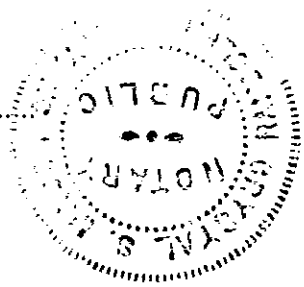
NORTH CAROLINA
GUILFORD COUNTY

I, Crystal S. Macon, a Notary Public, in and for said County and State do hereby certify Michael P. Earey personally appeared before me this day and acknowledged that he is^{*}Vice-President of Central Carolina Bank, a North Carolina Corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its^{*}Vice-President.

**EXEC.*

WITNESS my hand and notarial seal, this 29th day of March, 2005


.....
Notary Public



(Seal)
My Commission Expires: 11/07/09

EXHIBIT A

Notting Hill
24.068 acres

BEGINNING at an existing iron pipe, said iron pipe being located on the northern boundary of Lot 127, Phase 3-B of the White Horse Farm Subdivision, a plat of which is recorded in Plat Book 120, Page 49 of the Guilford County Registry said point of beginning also being the southeastern corner of Lot 37 of the Highland Meadows, Phase 3 Subdivision a plat of which is recorded in Plat Book 158, Page 86 of the Guilford County Registry and thence running from said point of beginning along a common boundary with said Highland Meadows, Phase 3 Subdivision, the following courses and distances: North 01 degrees 08 minutes 13 seconds West 210.36 feet to an existing iron pipe; South 85 degrees 33 minutes 40 seconds West 125.32 feet to a point; North 00 degrees 00 minutes 00 seconds East 154.38 feet to a point; North 19 degrees 34 minutes 26 seconds West 123.80 feet to a point; South 74 degrees 51 minutes 37 seconds West 132.98 feet to a point; thence along a curve to the right a chord course and distance of South 33 degrees 54 minutes 03 seconds West 26.22 feet (said arc having a radius of 20 feet); thence along a curve to the left a chord course and distance of North 15 degrees 20 minutes 09 seconds West 105.99 feet to a point (said arc having a radius of 368.14 feet); thence along a curve to the left a chord course and distance of South 67 degrees 41 minutes 29 seconds East 27.83 feet to a point (said arc having a radius of 20 feet); thence North 68 degrees 13 minutes 49 seconds East 121.37 feet to a point and South 83 degrees 17 minutes 54 seconds East 16.26 feet to a point; thence North 10 degrees 22 minutes 48 seconds West 136.77 feet to a point; North 22 degrees 16 minutes 42 seconds West 92.88 feet to a point; North 16 degrees 22 minutes East 98.85 feet to a point; North 31 degrees 10 minutes 31 seconds West 142.57 feet to a point; North 58 degrees 45 minutes 12 seconds East 12.26 feet to a point; North 31 degrees 10 minutes 31 seconds West 272.41 feet to a point; South 58 degrees 49 minutes 29 seconds West 12.26 feet to a point; North 31 degrees 10 minutes 31 seconds West 109.53 feet to a point; and South 43 degrees 36 minutes 33 seconds West 118.76 feet to a point located on the common boundary with Lot 55 of the Highland Meadows, Phase 2 Subdivision a plat of which is recorded in Plat Book 154, Page 110 of the Guilford County Registry; thence running with the boundary of said Highland Meadows, Phase 2 North 02 degrees 13 minutes 46 seconds East 379.51 feet to an existing iron pipe; thence running with the common boundary with Guilford County and the City of Greensboro tract as described in Deed Book 1769, Page 201 of the Guilford County Registry; South 80 degrees 27 minutes 02 seconds East 547.27 feet to an existing iron pipe and South 52 degrees 58 minutes 53 seconds East 762.92 feet to an existing iron pipe a common corner with the tract conveyed to Guilford County and the City of Greensboro as described in Deed Book 4659, Page 1911 of the Guilford County Registry; thence running along the western boundary of said tract of Guilford County and the City of Greensboro South 18 degrees 41 minutes 54 seconds West 151.29 feet to an existing iron pipe; South 22 degrees 37 minutes 53 seconds West 290.80 feet to an existing iron pipe; South 10 degrees 21 minutes 15 seconds East 232.39 feet to an existing iron pipe and South 23 degrees 40 minutes 03 seconds West 160.51 feet to an existing iron pipe the same being a common corner with the tract conveyed to Guilford County and the City of Greensboro pursuant to the deed recorded in Book 4415, Page 737 of the Guilford County Registry; thence running with the boundary of said tract of Guilford County and the City of Greensboro South 16 degrees 44 minutes 07 seconds West 295.83 feet to an existing iron pipe and North 84 degrees 10 minutes 48 seconds West 15.91 feet to an existing iron pipe, the same being the northeastern corner of Lot 128 of the White Horse Farm Phase 3-B Subdivision; thence running along the southern boundary of said subdivision North 87 degrees 20 minutes 52 seconds West 315.42 feet to the point and place of BEGINNING same containing a total of 24.068 acres more or less all according to a survey prepared by Evans Engineering dated January 28, 2005.

002723



JEFF L. THIGPEN, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

002724

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Barbara B Caldwell
Sybil H Moser, Judith L Durr
Crystal D Macen

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.

JEFF L. THIGPEN, REGISTER OF DEEDS

By: Jane Schultz
Deputy - Assistant Register of Deeds

* * * * *

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