



~~BK 1694 P 2605~~

Drafted By: G. Emmett McCall

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NORTH CAROLINA)	<u>AMENDED AND RESTATED DECLARATION</u>
)	<u>OF COVENANTS, CONDITIONS AND</u>
FORSYTH COUNTY)	<u>RESTRICTIONS FOR BROOKACRES FARM</u>

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made and executed as of the 17th day of December, 1988, by the undersigned "Owners" as said term is defined in the original Declaration of Covenants, Conditions and Restrictions for Brookacres Farm recorded in Book 1352 at Page 932 in the Office of the Register of Deeds of Forsyth County, North Carolina (hereinafter referred to as the "original Declaration") of Eighty Percent (80%) of the "Lots" (as defined in the original Declaration) situated within Brookacres, and owners of lots which have been subdivided into lots of not less than three and one-half (3 1/2) acres, hereinafter referred to as "Sub-owners", both being hereinafter referred to as "Owners" and M. C. Benton, Jr. and wife, Elizabeth H. Benton, residents of Davie County, North Carolina, the original Declarants in the above referenced Declaration hereinafter referred to as "Declarant".

W I T N E S S E T H:

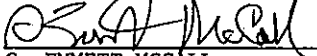
WHEREAS, the Declarant has sold all lots in Brookacres Farm and the Owners have requested that the Declarant join with them in amending and restating the original Declaration; and

WHEREAS, the Declarant and the Owners agree that the original Declaration now be amended and restated and that the Declarant hereby releases any rights which they have under the original Declaration and this Amended and Restated Declaration; and

WHEREAS, the Owners are desirous of amending and restating the Declaration; and

NOW THEREFORE, the Owners and Declarant hereby declare that all lands described in Exhibit A including the lots and subdivided lots shown thereon and any additional property as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Amended and Restated Declaration and to the following Restrictions. This Amended and Restated Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

THIS DOCUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF COMPLETING ARTICLE 6 on PAGE 5 AND IS THE SAME DOCUMENT RECORDED ON JUNE 11, 1990.



 G. EMMETT MCCALL

ARTICLE 1

DEFINITIONS

As used herein,

A. "Articles" means the Articles of the Incorporation of Brookacres Farm.

B. "Corporation" means The Brookacres Farm Homeowners Association, Inc., a North Carolina corporation.

C. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.

D. "By-laws" means the Bylaws of The Brookacres Homeowners Association.

E. "Community Use Areas" means all roads, rights-of-way and easements, horse trails or areas designated for common use of the Owners.

F. "Common expenses" means and includes actual and estimated expenses of maintaining and operating the community use area and operating the Corporation for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.

G. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.

H. "Declarant" means M. C. Benton, Jr. and wife, Elizabeth H. Benton, assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

I. "Development Area" or "Subdivision" shall mean that property described in Exhibit A, known as "Brookacres Farm".

J. "Lot" means a separately numbered tract of land lying within the plats described in Exhibit A and any subdivision thereof into a lot containing not less than 3.5 acres and the unnumbered acreage tract known as Lot 1 shown thereon. The owner of any lot may combine such lot with part or parts of another such lot and the combination shall be considered as one lot for the purpose of these Restrictions and such combination must be approved by the Board. No two (2) lots, each containing 3.5 acres or greater may be combined into one lot.

K. "Accessory building" means every detached garage, carport, boat shed, tool shed, storage or utility building, wellhouse, barn or other similar building constructed on a Lot or incidental thereto which is not a dwelling;

L. "Buildings" means accessory buildings and dwellings;

M. "Dwelling" means a building constructed for single-family residential use; and

N. "Improvement" or "structures" means buildings, walls, fences, decks, patios, planters, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

O. "Established Drainage" shall mean and refer to the drainage pattern existing at the time of the completion of the grading of the development area or any part thereof including such planting of vegetation as may have been made or designated by the Declarant.

ARTICLE 2

APPLICABILITY

These Restrictions shall apply to all Lots shown on Exhibit A and subdivisions of these lots, (hereafter referred to as "Lot" or Lots"), which Lots are for residential purposes only. Provided, however, if the Committee, as that term is defined in the original Declaration has given its approval or the owners have given their approval through a recorded Amendment to any violation or variance in the original Declaration, then such violation or variance shall not be deemed a violation of these Restrictions.

ARTICLE 3

THE CORPORATION

A. A Corporation named The Brookacres Farm Homeowners Association, Inc. will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within the Subdivision shall be a member of the Corporation. The Declarant and the Owners covenant and agree with respect to the Corporation:

1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to

remain in good and current standing as a member of the Corporation;

2. That each owner shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Corporation shall have one class of members who shall be all Owners. Each owner (owner shall be defined as an owner of a Lot) shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

ARTICLE 4

MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Corporation.

ARTICLE 5

COMMUNITY EXPENSES

A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas of the Subdivision; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts declared to be Community expenses in the Bylaws or in these Restrictions.

C. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision.

ARTICLE 6

ANNUAL GENERAL ASSESSMENT

A. The Owners for each Lot owned, hereby covenant and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so expressed in such deed) is deemed to covenant and agrees to pay to the Corporation semi-annually general assessments or charges as hereinafter provided. The general assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and lien on each lot and, subject to the provisions of Paragraph 6 of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until April 1, 1991, the maximum semi-annual general assessment shall be \$105.00 per Lot.

1. From and after April 1, 1991, the maximum semi-annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

2. The Board of Directors may fix the semi-annual general assessment at an amount not in excess of the maximum.

3. Once the semi-annual assessment has been set, notice of the assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B1. above shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of members holding proxies, entitled to cast fifty percent (50%) of all the votes of the 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.

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D. The general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas, to pay the expenses of the Corporation, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Community Use Areas.

E. The Corporation shall, upon demand, and for reasonable charges, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefor.

ARTICLE 7

SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles of Incorporation or the Bylaws and on such terms as provided by the Board of Directors or the members. The members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 12 hereto, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of twelve percent (12%) per annum, costs of collection, court costs, and reasonable attorneys fees

shall constitute a lien against the Lot upon which such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of Forsyth County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

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ARTICLE 9

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES
AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Corporation, the following relief shall be available:

- A. The Corporation shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.
- B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.
- C. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.
- D. The failure of the Corporation or any Person to enforce any restrictions contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violations or subsequent violations of similar character.

Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE 10

PROPERTY RIGHTS OF LOT OWNERS CROSS-EASEMENTS

A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within the Subdivision for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a

deed thereto, subject to the corporation adopting reasonable rules and regulations respecting use of these areas.

B. The Corporation hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas, provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any Lot Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Community Areas and facilities to the members of his family, or contract purchasers who reside on the property.

ARTICLE 11

ARCHITECTURAL CONTROL

No Structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition thereto or exterior alteration thereof be made, nor shall any landscaping work be performed, 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.

All plans for the construction of private roads and driveways, and all building plans for any building, fence, corral, wall, or Structure to be erected upon any Lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, road, driveway or other Structure upon any Lot, shall require the approval in writing of the Architectural Committee. Before beginning the construction of any road, driveway, building, fence, wall, or other structure whatsoever or remodeling, reconstruction, or altering such road, driveway, or structure upon any Lot, the Owner desiring to erect, construct or modify the same shall submit to the Architectural Committee two (2) complete sets of road or driveway plans, showing the location, course and width of same, and two (2) complete sets of building plans and specifications of the building, fence, wall, or other Structure, as is applicable so desired to be erected, constructed or modified. No structure of any kind the plans, elevations, and specifications of which have not received the written approval of the Architectural Committee, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any Lot; provided, however, that in the event that the Architectural Committee has not given its written approval or disapproval within twenty-one (21) days after formal written notice and two (2) copies of the aforesaid plans and specifications have been delivered to the Architectural

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Committee, the Owner may proceed to erect, construct or modify the aforesaid Structure in strict conformance with the aforesaid plans and specifications earlier submitted to the Architectural Committee. Approval of such plans and specification shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the Owner of the Lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Committee. The Architectural Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The Architectural Committee may waive the setback provisions contained in this Declaration if it deems it necessary to prevent a hardship. All structures existing in the development area which have been previously approved by the architectural control committee, prior to the recording of this amended and restated declaration shall be deemed to be fully approved.

ARTICLE 12

PROTECTIVE COVENANTS

A. Residential Use.

1. Each Lot in the Properties shall be used for single family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, rooming house, doctors offices, beauty shop, or other multiple family dwelling or business structure shall be erected, placed, permitted or maintained on such Lot at any time.

2. Nuisances. No commercial farming or livestock operations shall be allowed on any lot; however horses, cattle, goats, poultry or fowl shall be allowed to be kept on any Lot so long as the number of said animals does not exceed the number of total acres in the Lot. No signs or other advertising shall be displayed on any Lot unless the size, form, and number of same are first approved in writing by the Architectural Committee, except a small sign advertising a house for sale. No refuse or trash piles, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on the said Lot, grass height of not more than six inches must be maintained except areas used for hay growing. Hay must be cut not less than two (2) times per year unless the height shall exceed four feet then more often. In the event that any Owner of any Lot shall fail or refuse to keep said Lot free from refuse or trash piles or other unsightly objects, then the Board of Directors or their assigns may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed to be a trespass, and in the event of such a removal a lien in accordance with paragraph 7

shall arise and be created in favor of the Corporation and against such Lot for the full amount chargeable to such Lot for the cost of removal, and such amount shall be due and payable within thirty (30) days after the Owner is billed therefore.

3. Setback Lines. No building or structure, or any part thereof, including garages and porches, shall be erected on any Lot closer than 100 feet to any property line of said Lot. Notwithstanding anything to the contrary herein, the Architectural Committee shall have the right to permit reasonable modifications of the setback requirements where in the direction of the said Architectural Committee strict enforcement of these setback provisions would work a hardship.

4. Commercial Vehicles Prohibited. No commercial vehicles, construction or like equipment, or mobile homes or stationary trailer of any kind shall be permitted on any Lot, unless first approved by the Committee in writing, and kept parked in an enclosed garage on the Lot. This exception will not apply to such vehicles engaged in transporting to or from a residence on the Lot items utilized in the said residence, nor to vehicles utilized on the Horse Stable Lot. Small tractors for mowing or gardening are expressly allowed on any Lot notwithstanding anything to the contrary herein.

5. Subdivision of Lots. During the time of the validity of this Declaration, no single Lot may be divided more than once, and no subdivision of one or more Lots shall result in the creation of any new lot which is less than 3.5 acres or 40% of one of the original Lots being divided, whichever is larger, further, the subdivision must be approved by the Board of Directors. It is understood that all subdivisions that meet the requirements of these covenants will be approved by the Board.

6. Water and Sewer Lines. In the event governmental authority should require the installation of sanitary sewer lines and appurtenances in part or in all of the Properties, the Owners of the Lots in the Properties shall pay their proportionate share of the cost and expense of installing the sewer system if it benefits their Lot. This proportionate share will be computed by dividing the total number of affected Lots served into the total cost of such system, or by complying with the proportionate shares directed by legitimate governmental authority.

7. Utility Easements and Lines. There are hereby reserved for the purpose of installing and maintaining governmental and private utility facilities and for such other purposes incidental to the development of the Properties, the easements shown upon any subdivision plat of the Properties recorded in the Office of the Register of Deeds of Forsyth County, North Carolina. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities, or on account of temporary or other inconvenience caused thereby,

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any utility company, or governmental agency, or any of its or their agents or servants are hereby waived by any Owner accepting a deed to a Lot.

8. Native Growth to be Preserved. The native growth on each Lot shall not be permitted to be destroyed or removed except as approved in writing by the Board of Directors. In the event that such growth is removed, except as stated above, the Board of Directors may require the replanting or replacement of same, the costs thereof to be borne by the Owner. It is specifically provided, however, that the term native growth shall only include trees of a diameter of six (6) inches or more at a height two (2) feet above the base of the tree, and will not apply to vegetation or growth smaller than this.

9. Motor Vehicle Prohibition. No motorized vehicle of any type except farm tractors shall be operated upon any horse trail, or recreation easement, except motorized vehicles of Owner, his invitees or guests, utilized on such Owner's property. In no event shall any mufflerless or other loud vehicles be operated anywhere on the Properties, except as required for authorized construction activities.

10. Minimum Size of Single-Family Detached Dwelling. No dwelling shall be erected on any Lot which has a total heated floor area for the main structure, exclusive of porches, garages, basements and carports, of less than two thousand five hundred (2,500) square feet, except as approved in writing by the Board of Directors, provided however any existing dwellings containing less than two thousand five hundred (2,500) square feet at the time of the recording of this document shall not be deemed to be in violation of this provision.

11. Easements. The Board of Directors, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the "community use areas", for the following purposes: the installation, construction, reconstruction, relocation, removal, replacement, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, telephone and cable television facilities for the benefit of the adjoining land owners, any Federal, State or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities, and for recreational purposes including but not limited to horseback riding, hiking, walking, bicycle riding and the like.

12. Drainage. No person, except the Architectural Control Committee or its duly authorized agents, shall obstruct, alter or in any way modify the Established Drainage from, on or over any Lot, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed on any Lot, nor shall any Structure be erected, placed or maintained which shall in any way obstruct the Established

Drainage, without the prior, express written approval of the Architectural Control Committee.

13. Notwithstanding the terms of the original Declaration and this Amended and Restated Declaration as shown on Plat recorded in Plat Book 27, Page 112, in the Office of the Register of Deeds of Forsyth County, North Carolina, Lot No. 25 may be used and operated as a horse boarding stable facility with only the owners and guests of the owners of horses boarded thereon having the right to use as an appurtenance to Lot No. 25 the horse trails and recreation easements referenced in the original Declaration, and set out upon the respective plats of Brookacres Farm as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina subject to such rules and regulations of operation and use as may be implemented by the "Committee" (as said Committee is defined within the Amended and Restated Declaration, all of which rules and regulations shall not prohibit the use identified herein but shall implement the maintenance, upkeep, use and operation for the general welfare of all Owners, said rules and regulations shall likewise be formulated to afford the owner of Lot No. 25, and owners of horses bordered thereon, reasonable latitude in exercising the uses herein identified.

14. (a) There is presently situate upon Lot No. 25 a primary single-family residential home and a secondary residential structure. Notwithstanding the terms of the original Declaration, the said Lot No. 25 may be used in the following additional manner:

So long as the owner of Lot No. 25 shall be the resident of the primary single-family residential home located upon Lot No. 25, the owner of Lot No. 25 may allow the secondary residential structure to be occupied by that person employed and paid by the Owner of Lot No. 25 as farm manager for the benefit of the owner of Lot No. 25 of the farming and husbandry operations conducted upon the Lot No. 25, including, the use and operation of a horse boarding stable facility now presently situate upon Lot No. 25.

(b) Except as herein amended and modified, the terms of the original Declaration shall remain in full force and effect as enforceable covenants, conditions and restrictions applicable to Lot No. 25.

ARTICLE 13

NON-DEDICATION OF COMMUNITY USE AREAS

The community use areas, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Development. Neither the recording of

this Amended and Restated Declaration or the original Declaration or the plats is intended to be, or shall be, construed as a dedication to the public of any such areas, facilities or amenities.

ARTICLE 14

WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 15

DURATION, AMENDMENT AND TERMINATION

A. The covenants and Restrictions contained in this Amended and Restated Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners provided, that no amendment shall alter any obligation to pay Community Expenses to benefit the Community Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

B. Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 17

CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 18

M. C. Benton and wife, Elizabeth H. Benton hereby join in the execution of this document for the purpose of relinquishing all rights which they have pursuant to the provisions of the original Declaration and giving their consent to this Amended and Restated Declaration.

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals as of the day and year first above written.

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DECLARANT:

_____ (SEAL)
M. C. BENTON

_____ (SEAL)
ELIZABETH H. BENTON

OWNER:

✓ Matthew V. Cummings, Jr. (SEAL)
NCDL 4556216

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals as of the day and year first above written.

DECLARANT:

M. C. BENTON (SEAL)

ELIZABETH H. BENTON (SEAL)

OWNER:

Dennis Havens ✓

(SEAL)

Martha M. Havens ✓

(SEAL)

(SEAL)

(SEAL)

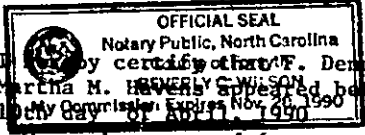
(SEAL)

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(SEAL)

(SEAL)

(SEAL)



Beverly C. Wilson

Notary Public

I hereby certify that *F. Dennis Havens & Martha M. Havens* appeared before me this _____ day of _____, 1990.

✓ Dean C. Butner (SEAL)

_____ (SEAL)

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IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals as of the day and year first above written.

DECLARANT:

_____ (SEAL)
M. C. BENTON

_____ (SEAL)
ELIZABETH H. BENTON

OWNER:

Janet M. Edwards _____ (SEAL) ✓

Johnnie B. Edwards _____ (SEAL) ✓

_____ (SEAL)

~~*JBC Binkley, Jr.*~~
~~*Johnnie B. Edwards*~~ _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

✓
Mary Owen Satlin (SEAL)

_____ (SEAL)

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Martha D. King (SEAL) ✓

Ina H. Gutz (SEAL) ✓

Brenda L. Littlefield (SEAL) ✓

Louise J. Mowbray (SEAL) ✓

~~Henry J. Foster~~ (SEAL) ✓

~~Thomas B. Mowbray~~ (SEAL) ✓

~~Brenda J. Foster~~ (SEAL) ✓

Louise J. Mowbray Attorney in fact (SEAL)

James B. Bullock (SEAL) ✓

Jay L. Bullock (SEAL) ✓

Michael S. Pehr (SEAL) ✓

Linda Birdsong Pehr (SEAL) ✓

Ron J. Hiden (SEAL) ✓

Jan P. Midura (SEAL) ✓

James D. Brander (SEAL) ✓

Sandra Z. Keanch (SEAL) ✓

Ruby D. Lint (SEAL) ✓

Donald H. Hatten (SEAL) ✓

Wade L. McDuer (SEAL) ✓

Sandra H. McDuer (SEAL) ✓

Opree A. Austin (SEAL) ✓

D. K. Austin (SEAL) ✓

Paul H. Spang (SEAL) ✓

Martha W. Spang (SEAL) ✓

G. Lee Smith (SEAL) ✓

Jessie M. Smith (SEAL) ✓

J. W. Warr (SEAL) ✓

Debbie P. Warr (SEAL) ✓

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✓ Maryanne [unclear] (SEAL) ✓ → Alice M. Sexton (SEAL) ✓

✓ J. L. Pelot (SEAL) ✓ ✓ Inogen S. Pelot (SEAL) ✓

✓ J. J. Mauer (SEAL) ✓ ✓ Martha M. Mauer (SEAL) ✓

✓ Donald H. Walter Jr. (SEAL) ✓ ✓ Gwendolyn C. Walter (SEAL) ✓

✓ James Hayward (SEAL) ✓ ✓ Bonnie R. Rockaway ✓

✓ [unclear] (SEAL) ✓ ✓ [unclear] (SEAL)

✓ J.C. Mertes (SEAL) ✓ ✓ Dorcas M. Mertes (SEAL) ✓

✓ Linda J. Lapinska (SEAL) ✓ ✓ Ken J. Lapinska (SEAL) ✓

✓ Dennis E. Boyce (SEAL) ✓ ✓ Robert R. Boyce (SEAL) ✓

✓ Ruth Robinson (SEAL) ✓ ✓ Rosalee Robinson (SEAL) ✓

✓ May C. Perfett Jr. (SEAL) ✓ ✓ Michelle C. Perfett (SEAL) ✓

✓ Dinah [unclear] (SEAL) ✓ ✓ [unclear] (SEAL)

✓ James E. Moore (SEAL) ✓ ✓ Susan D. Moore (SEAL) ✓

✓ Frank [unclear] (SEAL) ✓ ✓ Frank [unclear] (SEAL) ✓

✓ George L. Duncan (SEAL) ✓ ✓ Cheryl W. Dickson (SEAL) ✓

✓ [unclear] (SEAL) ✓ ✓ [unclear] (SEAL) ✓

✓ Robin R. Lunning (SEAL) ✓ ✓ [unclear] (SEAL)

✓ [unclear] (SEAL) ✓ ✓ Wanda Doyne (SEAL) ✓

✓ Nora M. Satch (SEAL) ✓ ✓ [unclear] (SEAL)

Miss
Ken Sedley's
Signature

ARTICLE 18

M. C. Benton and wife, Elizabeth H. Benton hereby join in the execution of this document for the purpose of relinquishing all rights which they have pursuant to the provisions of the original Declaration and giving their consent to this Amended and Restated Declaration.

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals as of the day and year first above written.

DECLARANT:

M. C. Benton, Jr. (SEAL) 4
M. C. BENTON, Jr.
Elizabeth H. Benton (SEAL) 4
ELIZABETH H. BENTON

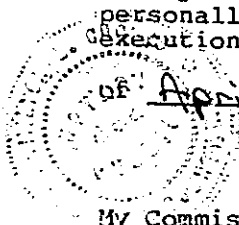
OWNER:

Suzanne R. Hill (SEAL) 4
D. Hill (SEAL) 4
Leo R. Lamm (SEAL) 4
H. Lamm (SEAL) 4
Richard M. Heriot (SEAL) 4
Elizabeth R. Heriot (SEAL) 4
Robt D. Crew (SEAL) 1
Susan E. Crew (SEAL) 1
(SEAL)

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Mr. Howard Crofts, a notary public of said county and state do hereby certify that Robin R. Cummings personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of April, 1989.



(SEAL)

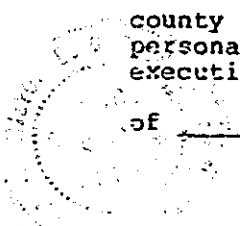
Mr. Howard Crofts
Notary Public

My Commission Expires: August 28, 1989

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Mr. Howard Crofts, a notary public of said county and state do hereby certify that Shri Kumar Dougre & wife Manu Dougre personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of May, 1989.



(SEAL)

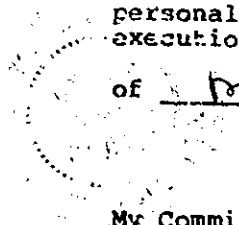
Mr. Howard Crofts
Notary Public

My Commission Expires: Aug. 28, 1989

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Mr. Howard Crofts, a notary public of said county and state do hereby certify that Wayne M. Sobie personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of May, 1989.



(SEAL)

Mr. Howard Crofts
Notary Public

My Commission Expires: Aug. 28, 1989

NORTH CAROLINA)
)
FORSYTH COUNTY)

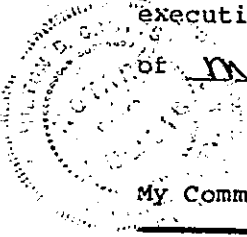
I, Milton B. Crofts, a notary public of said county and state do hereby certify that Beula Lyle Sadler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of March, 1988.

(SEAL)

Milton B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1994



~~NORTH CAROLINA)
)
FORSYTH COUNTY)~~

~~I, Milton B. Crofts, a notary public of said county and state do hereby certify that Stepley F. Foster, Jr. + wife, Beula Foster personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal, this 25th day of March, 1988.~~

~~(SEAL)~~

~~Milton B. Crofts
Notary Public~~

~~My Commission Expires: Aug. 28, 1994~~

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Milton B. Crofts, a notary public of said county and state do hereby certify that Jim M. Baleshimes + wife Kay T. Baleshimes personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of March, 1988.

(SEAL)

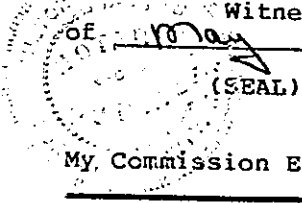
Milton B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1994

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Miller B. Crofts, a notary public of said county and state do hereby certify that Martha M. Mauer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of May, 1988.



(SEAL)

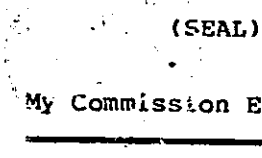
Miller B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1989

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Miller B. Crofts, a notary public of said county and state do hereby certify that Ingeve S. Pelot personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 17th day of March, 1988.



(SEAL)

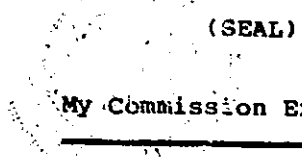
Miller B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1994

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Miller B. Crofts, a notary public of said county and state do hereby certify that Irwin Artz + Martha D. Artz personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of March, 1988.



(SEAL)

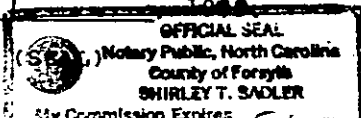
Miller B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1994

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Shirley T. Sadler, a notary public of said county and state do hereby certify that James D. Branch, MD personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of April, 1988.



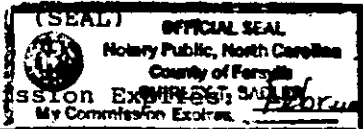
Shirley T. Sadler
Notary Public

My Commission Expires: February 18, 1995

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Shirley T. Sadler, a notary public of said county and state do hereby certify that Sandra T. Branch personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of April, 1988.



Shirley T. Sadler
Notary Public

My Commission Expires: February 18, 1995

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Milton B. Crofts, a notary public of said county and state do hereby certify that Ruby D. Hutton + wife, Ronald E. Hutton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 6th day of April, 1988.

(SEAL)

Milton B. Crofts
Notary Public

My Commission Expires: Aug. 28, 1994

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Dorothea K. McLaughlin, a notary public of said county and state do hereby certify that Ena Birdsong Rohn & Michael Snel Rohn personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of March, 1988.90.

(SEAL)

Dorothea K. McLaughlin
Notary Public

My Commission Expires: April 19, 1994

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Elaine S. Seaman, a notary public of said county and state do hereby certify that Dolores M. Mertes personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of March, 1988.90.

(SEAL)

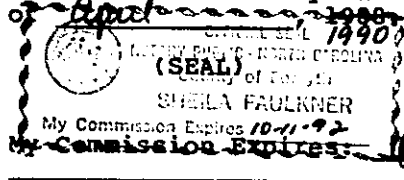
Elaine S. Seaman
Notary Public

My Commission Expires: June 21, 1991

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Sheila Faulkner, a notary public of said county and state do hereby certify that Ron J. Medusa personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 3rd day of April, 1988.90.

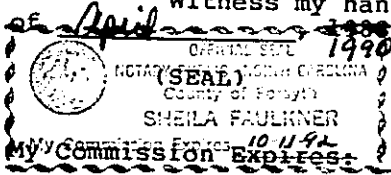


Sheila Faulkner
Notary Public

My Commission Expires: October 11, 1992

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Sheila Faulkner, a notary public of said county and state do hereby certify that Van P. Medina personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this 3rd day

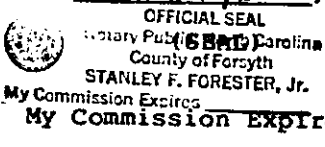


Sheila Faulkner
Notary Public

October 11, 1992

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Wade R. McIVER and Sandra A. McIVER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this 9th day of March, 1990.

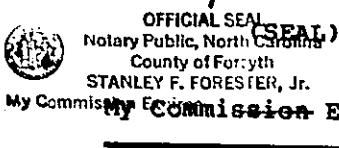


Stanley F. Forester, Jr.
Notary Public

Jan. 17, 1995

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Jawen A. Austin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this 9th day of April, 1990.



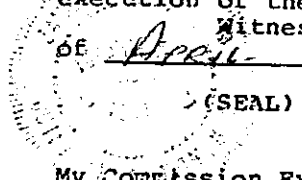
Stanley F. Forester, Jr.
Notary Public

Jan. 17, 1995

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, James R. Austin Sr., a notary public of Gulfport county and state do hereby certify that G. Kevin Austin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 11th day of April, ~~1988~~ 1990.



James R. Austin Sr.
Notary Public

My Commission Expires: July 20, 1993

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

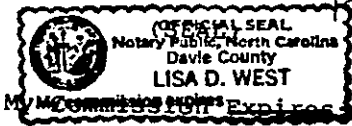
(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Lisa D. West, a notary public of said county and state do hereby certify that Mary O Sotie personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this 11th day of April, 1988.



Lisa D. West
Notary Public

8-20-92

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)


Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that PAUL G. SPAUGH AND MERBA W. SPAUGH personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of April, 1990.


 OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires: JAN. 17, 1995

Stanley F. Forester, Jr.
Notary Public

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that G. Dee Smith AND JEANNINE M. SMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 17 day of April, 1990.


 OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires: JAN. 17, 1995

Stanley F. Forester, Jr.
Notary Public

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Louise J. Mowbray personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of April, 1990.

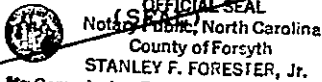
 OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires: JAN. 17, 1995

Stanley F. Forester, Jr.
Notary Public

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Louise J. [unclear] Attorney-in-fact for [unclear] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of April, 1988.



Stanley F. Forester, Jr.
Notary Public

My Commission Expires: Jan. 17, 1995

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, John [unclear], a notary public of said county and state do hereby certify that John [unclear] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

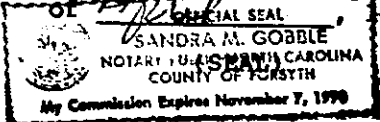
Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Sandra M. Gobble, a notary public of said county and state do hereby certify that John [unclear] & Heather P. Walk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 20 day of April, 1988.1990



Sandra M. Gobble
Notary Public

My Commission Expires: 11-7-90

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Carol C. Jettie (Hunter), a notary public of said county and state do hereby certify that JONNIE B. EDWARDS personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this 12th day of April, 1988.90



Carol C. Jettie (Hunter)
Notary Public

My Commission Expires: 4/2/93

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Carol C. Jettie (Hunter) a notary public of said county and state do hereby certify that JANET W. EDWARDS personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this 12th day of April, 1988.90



Carol C. Jettie (Hunter)
Notary Public

My Commission Expires: 4/2/93

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

RK1695 P1566

~~RK1694 P2638~~

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Estelle Y. Springs, a notary public of said county and state do hereby certify that Richard P. McCotter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 24th day of Apr., 1988.

(SEAL)

Estelle Y. Springs
Notary Public

ESTELLE Y. SPRINGS, NOTARY PUBLIC
FORSYTH COUNTY, STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 4/27/94

My Commission Expires: 4/27/94

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

BK1695 P1567

BK1694 P2639

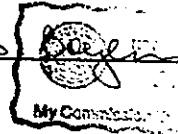
NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Angela S. Boules, a notary public of said county and state do hereby certify that Dean C. Butner personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 16th day of April, 1988.
90 ab

(SEAL)

Angela S. Boules
Notary Public



My Commission Expires: Dec. 17, 1990

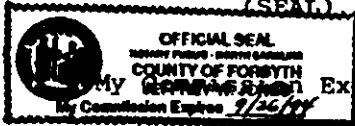
NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Jeffrey W. Jones, a notary public of said county and state do hereby certify that F. Dennis Henders and Marjorie M. Havens personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of April, 1988.
90 B

(SEAL)

Jeffrey W. Jones
Notary Public



My Commission Expires: 9/26/1988

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

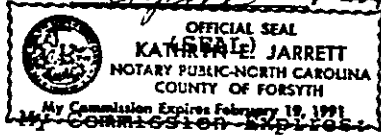
Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Kathryn E. Jarrett, a notary public of said county and state do hereby certify that Matthew V. Cummings, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of April, ~~1988~~. 1990.



Kathryn E. Jarrett
Notary Public

February 19, 1991

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, _____, a notary public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 1988.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA)
)
 FORSYTH COUNTY)

I, Stanley F. Forester, Jr, a notary public of said county and state do hereby certify that M.C. BENTON, JR AND WIFE ELIZABETH H. BENTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 17 day of December, 1988.

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires ~~-----~~

Stanley F. Forester, Jr.
Notary Public

JAN. 17, 1990

NORTH CAROLINA)
)
 FORSYTH COUNTY)

I, Stanley F. Forester, Jr, a notary public of said county and state do hereby certify that D.C. Hill AND WIFE SUZANNE R. Hill personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires ~~-----~~

Stanley F. Forester, Jr.
Notary Public

JAN. 17, 1990

NORTH CAROLINA)
)
 FORSYTH COUNTY)

I, Stanley F. Forester Jr., a notary public of said county and state do hereby certify that KIP L. LARSON AND LOIS R. LARSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.
My Commission Expires ~~-----~~

Stanley F. Forester, Jr.
Notary Public

JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that RICHARD M. HERIOT AND ELIZABETH R. HERIOT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that ROBERT D. CROWS AND SUSAN E. CROWS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that MYRON W. SEXTON AND ALICE W. SEXTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that J.E. Pellet personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that D.F. Mance personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Lloyd G. WALTER JR AND GWENDOLYN C. WALTER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that JAMES ROCKAWAY AND BONNIE B. ROCKAWAY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that KENNETH M. SADLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that J.C. Mentef personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of December, 1988.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

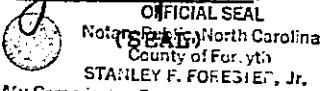
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that KENNETH J. LAPIEJKO AND LINDA J. LAPIEJKO personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of January, 1989.



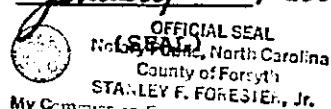
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: Jan. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Dennis E. Boyce AND Deborah D. Boyce personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of January, 1989.



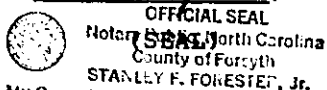
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: Jan. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that R.W. Robinson AND Graciela Robinson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of JANUARY, 1989.



Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that Harry C. Padgett Jr. & Michelle C. Padgett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of January, 1989.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that DINAH W. McCotter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of January, 1989.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that JAMES E. Moore and Susie S. Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of January, 1989.



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
STANLEY F. FORESTER, Jr.

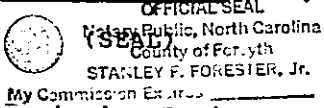
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JAN. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that TIMOTHY L. MORGAN and GAIL H. MORGAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of JANUARY, 1989.



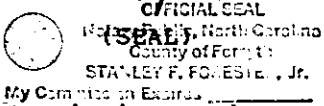
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: Jan. 17, 1990

NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that JOSEPH L. DICKSON AND CHERYL W. DICKSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14 day of JANUARY, 1989.



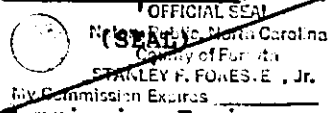
Stanley F. Forester, Jr.
Notary Public

My Commission Expires: JANUARY 17, 1990

~~NORTH CAROLINA)
)
FORSYTH COUNTY)~~

~~I, Stanley F. Forester, Jr., a notary public of said county and state do hereby certify that MILAN B. CROTTIS AND KATHRYNE A. CROTTIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal, this 14 day of JANUARY, 1989.~~



~~Stanley F. Forester, Jr.
Notary Public~~

~~My Commission Expires: Jan. 17, 1990~~

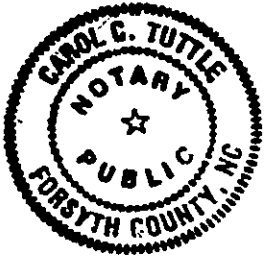
STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 18 day of April, 1990, personally came before me, Carol C. Tuttle (Hurtle)
 a notary public, JANET W. EDWARDS who, being by me duly sworn, says that he knows the
(Name of Secretary or Asst. Secretary)
 Common Seat of SBE BUILDERS, INC. and is acquainted with JONNIE B. EDWARDS
 who is the President of said Corporation, and that he, the said JANET W. EDWARDS
 is the Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw
 the Common Seal of said Corporation affixed to said instrument by said President, and that he, the said President
Janet W. Edwards signed his name in attestation of the execution of said instrument
(Name of Secy. or Asst. Secy.)
 in the presence of said President of said Corporation.

Witness my hand and notarial seal or stamp this the 18th day of April, 1990

(Notarial Seal or Stamp)

My commission expires: 6/2/93 Carol C. Tuttle (Hurtle)
Notary Public



STATE OF NORTH CAROLINA FORSYTH COUNTY

~~BK1694~~ P2649

The foregoing certificates of Milton Crofts Notary Public Forsyth County, N.C.

Dorothy N. McLaughlin notary public forsyth county, north carolina.

Elaine S. Teague notary public forsyth cpunty, North Carolina.

Shelia Faulkner notary public forsyth county north carolina.

Shirley T. Sadler notary public Forsyth County, North Carolina.

Stanley F. Forester, Jr. notary public Forsyth County, North Carolina.

James R. Austin Jt. notary public Guilford County, North Carolina.

Lisa D. West Notary Public Davie County, North Carolina

Sandra M. Gobble notary public Forsyth County, North Carolina

Carol C. Tuttle (Hunter) notary public Forsyth County, North Carolina

Estelle Y. Springs notary public Forsyth County, North Carolina

Angela S. Boyles Notary public Forsyth County, North Carolina.

Jeffrey W. Jones notary public Forsyth County, North Carolina

Kathryn E. Jarrett notary public Forsyth County, North Carolina.

RK1695 P1577

are certified to be correct. This June 11, 1990.

L.E. Speas Register of Deeds

By: Jessie Hadden
deputy

~~PRESENTED FOR
REGISTRATION
AND RECORDED~~

~~JUN 11 4 08 PM '90~~

~~L.E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.~~

898 PD

PRESENTED FOR
REGISTRATION
AND RECORDED

JUN 22 2 28 PM '90

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.

197.00pd DF

EXHIBIT A

BEING all that certain tract and parcel of land known as BROOK ACRES FARM and located in Lewisville Township, Forsyth County, North Carolina and being more particularly identified and described as all lots shown on the following recorded plats in the Office of the Register of Deeds of Forsyth County, North Carolina and which are hereby incorporated by reference as if fully copied herein:

<u>Plat Book</u>	<u>Page</u>
27	60
27	61
27	100
27	104
27	112(1)
27	112(2)
27	112(3)
27	112(4)
27	112(5)
27	112(6)
27	122
27	123
27	163
27	164(1)
27	164(2)
27	162
33	181
33	190

And also including that certain unplatted tract commonly known as Lot 1, Brook Acres Farm and presently owned by M.C. Benton, Jr. and wife, Elizabeth M. Benton and being more particularly described as follows:

BEGINNING at an iron stake in the centerline of a 60 foot private road, said iron stake being the Southeasternmost corner of Lot 33, Section No. 1, Brook Acres Farm and as shown on a plat recorded in Plat Book 27, Page 123 in the Office of the Register of Deeds of Forsyth County, North Carolina, and running thence from said Beginning point with the southern boundary line of Lot 33, North 80° 03' 59" West approximately 562.91 feet to an iron, ("Control Corner" as shown on Plat recorded in Book 27, Page 123, Forsyth County Registry, North Carolina) the southwesternmost corner of Lot 33; said iron being located in the center line of a branch and being in the Eastern property line of Lot 29, Addition to Section No. 3, Brook Acres Farm, as shown on a Plat recorded in Plat Book 27, Page 112(1) in the Office of the Register of Deeds of Forsyth County, North Carolina; and running thence with the center line of the branch as it meanders in a generally Southwestwardly direction and with the Eastern property line of Lot 29 and the Eastern property line of Lot 28-A approximately 1240 feet more or less to a point in the center line of said branch, said point being the Southernmost corner of Lot 28-A as shown in Plat Book 27, Page 112(1); running thence with the center line of said branch as it meanders in a generally Southerly direction with the Easternmost property line of Lot 27, Addition to Section No. 3, Brook Acres Farm, as shown on a Plat recorded in Book 27, Page 112(4) of the Office of the Register of Deeds of Forsyth County, North Carolina approximately 60 feet more or less to a point in the Western property line of Lot 4-A, Addition No. 3 to Section No. 2, Brook Acres Farm the confluence of two branches as shown on a Plat recorded in Plat Book 27, Page 164(1) in the Office of the Register of Deeds of

Forsyth County, North Carolina; running thence with the Western and Northern property lines of Lot 4-A and with the center line of a branch as it meanders in a Northeastwardly direction and continuing with the branch as it meanders in a Northeastwardly and an Eastwardly direction with the Northern property lines of Lot No. 3 and Lot No. 2, addition No. 2 to Section No. 2 Brook Acres Farm, as shown on a Plat recorded in Plat Book 27, Page 162 in the Office of the Register of Deeds of Forsyth County, North Carolina approximately 1507 feet more or less to a point; then leaving the center line of said branch and running with the northern property line of Lot No. 2 as shown in Plat Book 27, Page 162 South $85^{\circ} 52' 26''$ East 10 feet to an iron stake located in the Northern property line of Lot No. 2, the Southwesternmost corner of Lot No. 12, Addition No. 4 to Section No. 2 Brook Acres Farm as shown in a Plat recorded in Plat Book 27, Page 163 in the Office of the Register of Deeds of Forsyth County, North Carolina; running thence with the Western property line of Lot No. 12, North $52^{\circ} 26' 26''$ East 176.29 feet to an iron stake and North $9^{\circ} 21' 15''$ East 200 feet to a point, the Northwesternmost corner of Lot 12 and the Southwesternmost corner of Lot 13 (Plat Book 27, Page 163, Forsyth County Registry); running thence with the Western property line of Lot 13, North $09^{\circ} 21' 15''$ East 223.67 feet to an iron stake in the Western property line of Lot 13, the Southeasternmost corner of Lot 32, Addition No. 1 to Section No. 2 Brook Acres Farm as shown on a Plat recorded in Plat Book 27, Page 104 in the Office of the Register of Deeds of Forsyth County, North Carolina; running thence with the Southern property line of Lot 32 North $86^{\circ} 01'$ West 138.75 feet to an iron and South $85^{\circ} 06'$ West 224.17 feet to an iron; running thence a new line North $23^{\circ} 47' 23''$ West 372.81 feet to a point in the center line of a 60 foot private easement; running thence with the center line of said 60 foot private easement North $86^{\circ} 56'$ West 130 feet to a railroad spike in the center line of said 60 foot private easement; running thence with the center line the said 60 foot easement on a curve to the left the radius of which is 126.70 feet and the arc length of which is 173.01 feet, the chord length and measurement being South $53^{\circ} 57'$ West 159.87 feet to a railroad spike; running thence with the center line of said 60 foot private road South $14^{\circ} 50'$ West 79.86 feet to a railroad spike, the point and place of BEGINNING containing approximately 25.48 acres more or less.