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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STORRINGTON SUBDIVISION, PHASE 1**

Prepared by Anthony C. McLaughlin

**THIS DECLARATION** is made on the date hereinafter set forth by **CARROLLAND CORPORATION**, a North Carolina Corporation having an office in Guilford County, North Carolina, hereinafter referred to as "Declarant."

**WITNESSETH:**

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

**ALL** of that certain parcel of land shown on the plat entitled "FINAL PLAT STORRINGTON, PHASE 1" which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 150, Page 084.

**WHEREAS**, it is the intent of the Declarant hereby to cause STORRINGTON, PHASE 1 to be subjected to this Declaration of Covenants, Conditions and Restrictions.

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

**ARTICLE I  
DEFINITIONS**

**SECTION 1.** "Association" shall mean and refer to STORRINGTON HOMEOWNERS ASSOCIATION, its successors and assigns.

**SECTION 2.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 3.** "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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SECTION 4. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Elements to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of that land designated "Common Elements" "Common Elements" or "Open Space" as shown on the plat entitled "FINAL PLAT STORRINGTON, PHASE 1" which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 150, Page 084; provided, however, that any land designated as "Open Space" which is dedicated to public use on such plat and which is accepted for maintenance purposes by a public authority shall not be part of the Common Elements of Common Elements.

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 CARROLLAND CORPORATION, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 7. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Elements.

SECTION 8. "FHA" shall mean and refer to the Federal Housing Administration of the Department of Housing and Urban Development and "VA" shall mean and refer to the Veterans Administration.

**ARTICLE II  
PROPERTY RIGHTS**

SECTION 1. OWNERS EASEMENTS 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:

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;

(b) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Elements (with the exception of any water quality or erosion control device including, without limitation, any permanent wet detention/retention pond) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Members entitled to cast at least two-thirds (2/3) of all the votes of each class, agreeing to such dedication or transfer, has been recorded;

(d) 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;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Elements and facilities thereon; and

(f) subject to the prior written consent of FHA or VA, in the event FHA or VA insured loans have been obtained secured by Lots, the right of the Association to exchange portions of the Common Elements with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Elements.

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

**SECTION 3. LEASES OF LOTS.** Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1.** Every Owner of a lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**SECTION 2.** The Association shall have two classes of voting membership:

**Class A.** 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 it now owns, or shall later own, as shown on the Preliminary Site Plan for "STORRINGTON" approved by the City of Greensboro Technical Review Committee as that Plan is from time to time amended and converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2008.

**ARTICLE IV  
COVENANT FOR MAINTENANCE AND ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant, for each Lot owned within the Properties, hereby covenants, and 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: (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Elements; and (ii) 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, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**SECTION 2. PURPOSE OF ASSESSMENTS.**

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, including but not limited to, the costs of repairs, replacements and additions, the costs of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Elements; the maintenance of water and sewer mains in and upon the Common Elements; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, maintenance of the proposed clubhouse, pool and tennis courts, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Elements; repair and/or maintenance of the completed permanent wet detention/retention ponds (including, without limitation, cost of repairs, replacements and additions, costs of labor, equipment, management and supervision) as directed by the

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governmental office having jurisdiction for water protection; the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of dams and ponds or other bodies of water located within the Common Elements; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Elements, road medians and islands and entranceways; the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Elements; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, permanent wet detention/retention ponds, if applicable, any assessments for public and private improvements made to or for the benefit of the common elements, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When any Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31 of the year of the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) per Lot, and may be collected in monthly installments of Thirty Dollars (\$30.00) per Lot.

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

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of the Members entitled to be increased without limit by a vote of the Members entitled to cast at least 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Members entitled to cast at least 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 special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class

of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein may be collected on a monthly basis and shall commence as to a Lot on the first day of the month following the issuance of a certificate of occupancy for that Lot or transfer of the Lot by the Developer, whichever occurs last. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall establish an annual budget and fix the amount of the annual assessments in advance for the following year. In the event the Board of Directors shall fail to fix the amount of annual assessments described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. Upon adoption by the Board of the budget and annual assessments amount, the Board shall deliver copies of same to every Owner subject thereto; provided, however, that failure to deliver a copy of the budget and annual assessments amount shall not affect the liability of Owners for assessments. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due shall subject the owner of the lot against which such assessment is levied to a late fee in the discretion of the Board of Directors, which late fee shall not exceed the sum of \$15.00. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Elements or abandonment of his Lot not shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. In addition to the foregoing, the Association shall have and may utilize all remedies granted it under the provisions of North Carolina General Statutes 47F.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common 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 in the development shall become personally obligated to pay to the taxing or assessing governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE V  
ARCHITECTURAL CONTROL**

**SECTION 1. IMPROVEMENTS.** No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, including, without limitation, any plantings or landscaping, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Architectural Control Committee"). Notwithstanding the foregoing, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Board of Directors or the Architectural Control Committee. Further, nothing herein contained shall prevent or interfere with the right of Declarant to improve and develop the Properties as Declarant desires so long as said development follows the general plan of development of the Properties previously approved by Guilford County.

**SECTION 2. PROCEDURES.** Any person desiring to make an improvement, alteration or change described in Section 1 of this Article shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. Should the Committee fail to approve, modify or disapprove in writing such plans and specifications within sixty (60) days after they are submitted to the Committee and provided the plans and specifications submitted are complete and do not violate the restrictions set forth in Article VII hereof, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VI  
EXTERIOR MAINTENANCE**

The Association shall maintain the Common Elements. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in STORRINGTON PHASE 1, the Association may provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in STORRINGTON PHASE 1 shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Notwithstanding the foregoing, the Association shall have the right, following the notice and opportunity to comply as set forth above, to levy against the non-complying Owner a daily fine as authorized under Chapter 47F of the North Carolina General Statutes in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per day.

**ARTICLE VII  
RESTRICTIONS**

**SECTION 1. LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes, except for temporary uses thereof by Declarant for Declarant's sales office and/or model. No structures shall be erected or allowed to remain on any Lot except one detached single-family dwelling not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), an attached garage (which may include quarters for servants) and one wooden storage building, the architecture and design of which is compatible with the architecture and design of the dwelling located on such Lot.

**SECTION 2. DWELLING SPECIFICATIONS.** No dwelling shall be erected or allowed to remain on a Lot if the total heated floor area shall be less than Nine Hundred Forty (940) square feet.

**SECTION 3. 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 including, without limitation, the storing or parking or inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.

**SECTION 4. ANIMALS.** No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or 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 (i) all laws and ordinances of the State of North Carolina, Guilford County relating thereto; and (ii) such rules and regulations pertaining thereto as the Board of Directors may adopt from time to time.

**SECTION 5. OUTSIDE ANTENNAS.** No outside radio or television antennas or discs shall be erected on the Common Elements or on any Lot or dwelling within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or the Architectural Control Committee.

**SECTION 6. USE OF POND.** Swimming, ice skating and boating of any kind shall be prohibited on any pond located within the Properties. Fishing shall not be permitted.

**SECTION 7. PARKING.** Each Lot shall contain sufficient off-street paved parking space for at least two (2) automobiles. No automobiles, trucks, motorcycles, recreational vehicles or boats shall be parked on any street within the Properties. No boats, trailers, vans, recreational vehicles, campers and other equipment or vehicles, except for operative automobiles, non-commercial trucks and passenger vehicle mini-vans, shall be parked or stored in any area on a Lot except inside an enclosed building or behind screening approved by the Architectural Control Committee. No recreational vehicles, campers or other like equipment or vehicles shall be located or installed on any Lot to be used as a residence. Commercial vehicles shall not be parked or stored on any street or Lot within the Properties; provided, however, the foregoing shall not be construed to prevent the temporary, nonrecurrent parking of such vehicle on a Lot for a period no to exceed 24 hours or during any period the Lot is being serviced by such vehicle.

**SECTION 8. RESUBDIVISION OF LOT, STREETS, FENCES, WALLS AND SIGNS.** No lot shall be resubdivided into a lot smaller than or different from the Lot shown on the recorded plat, except with the written consent of Declarant. No street shall be laid out or opened across or through any Lot. No fences shall be erected or allowed to remain on any Lot nearer to any street abutting the front of such Lot than the front building line of the dwelling on such Lot. In the event of an irregular building line, no fences or walls shall be constructed nearer to the street than that portion of the wall farthest from the street. In the case of a Lot having frontage on two streets, in addition to the foregoing requirement, no fences or walls shall be erected or allowed to remain nearer to the side street than the building line of the wall of the residence closest to such side street. In the event of any question concerning the interpretation of this provision, the interpretation of this provision, the interpretation of the Architectural Control Committee shall be conclusive and binding on all parties. Any metal fencing allowed by the Architectural Control Committee shall be suitably screened where visible from a street. Where fencing is allowed, the fence shall be erected either on a property line or no nearer than five (5) feet from a property line. No billboards or signs shall be erected or allowed to remain on any Lot except as allowed by the Architectural Control Committee, or as determined by Declarant to be allowable for the purpose of marketing lots or completed homes within the property.

**SECTION 9. BUILDING SETBACK.** No building shall be located on any Lot nearer to the front or rear Lot line, or to any side Lot line, than shall be permitted under the applicable subdivision ordinances in effect at the time such building is to be constructed.

**SECTION 10. MOBILE HOMES, MANUFACTURED HOMES, ETC.** No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section 10, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

**ARTICLE VIII  
EASEMENTS**

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. In addition, Declarant reserves an additional easement and right-of-way for installation and maintenance of utilities (including cable television service) and drainage facilities over the rear five (5) feet of any Lot and over each side five (5) feet of any Lot; provided, however, that Declarant may, in its sole discretion, waive its right to such additional easement along rear and side Lot lines, in connection with any planned and approved "zero lot line" residence to be constructed on any Lot. Any such waiver shall be by written instrument executed and recorded by Declarant. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Guilford County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable for the providing of service or utilities to the Common Elements or Lots.

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

**ARTICLE IX  
RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS**

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

- (a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board of Directors of the Association, such financial statement or report to be furnished by April 15 of each calendar year.
- (b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.
- (c) To receive notice of any condemnation or casualty loss affecting the Common Elements or any portion thereof.
- (d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.



(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

**ARTICLE X  
GENERAL PROVISIONS**

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner of not less than seventy-five percent (75%) of the Lots, 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. Further provided, that any amendment relating to the ownership and maintenance of the permanent wet detention/retention pond shall not be permitted without prior review and approval by the governmental office having jurisdiction for watershed protection. Any amendment must be properly recorded.

SECTION 4. ANNEXATION.

(a) Except as provided in Subsection (b) of this Section 4, Article X, additional residential property and Common Elements may be annexed to the Properties only with the consent of the Members entitled to cast two-thirds (2/3) of the votes of each class.

(b) Additional land within the area described in the metes and bounds description attached hereto as Schedule "A" and incorporated herein by reference may be annexed by the Declarant without the consent of Members within five (5) years of the date of this instrument, provided that, in the event FHA or VA insured loans have been obtained to purchase Lots, FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration provided that FHA or VA loans have been obtained to purchase Lots: dedication of Common Elements and amendment of this Declaration of Covenants, Conditions and Restrictions.

**SECTION 6. MAINTENANCE OF PERMANENT WET DETENTION/RETENTION POND IN EVENT OF DISSOLUTION.** In the event of the dissolution, either voluntarily or administratively, of the Homeowners Association, all property owners of record shall be jointly and severally liable for all maintenance and repair of any permanent wet detention/retention pond as directed by the governmental office having jurisdiction for water protection.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed in its name and its corporate seal hereto affixed as of the 1st day of May, 2003.

CARROLLAND CORPORATION, a North Carolina Corporation  
By: [Signature]  
President

0010103

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public for said County and State, do hereby certify that Roy Carroll appeared before me this day and acknowledged that he/she is \_\_\_\_\_ President of CARROLLAND CORPORATION, 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 him/her as its \_\_\_\_\_ President.

WITNESS my hand and notarial seal, this the 1 day of May, 2003.

[Signature: Ruth G. Brower]  
Notary Public

My Commission Expires:  
11-15-2003

RUTH G. BROWER  
NOTARY PUBLIC  
RANDOLPH COUNTY, NC  
My Commission Expires 11-15-2003

LEGAL DESCRIPTION

SCHEDULE "A"

STORRINGTON

A tract of land being described as follows:

BEGINNING at an existing iron pipe marking the recorded northeastern property corner of Linda Chappell Hutchinson as described and recorded in Deed Book 3761 Page 328 and Deed Book 3048 Page 660 and being part of Lot 3, Nellie Chappell Subdivision as shown on a plat recorded in Plat Book 65 Page 75 in the Office of the Register of Deeds of Guilford County, N.C., said pipe being located South 21°16'12" West 556.79 feet from a point at the intersection of the centerline of Hillcroft Road with the centerline of Yanceyville Road; thence along the recorded northern property line of said Hutchinson, North 86°07'30" West 887.57 feet to a point marking the recorded northwestern property corner of said Hutchinson; thence along the recorded western property line of said Linda Chappell Hutchinson and Duncan Hutchinson as described and recorded in Deed Book 3633 Page 256 and being part of Lot 2, Nellie Chappell Subdivision as shown on said plat recorded in Plat Book 65 Page 75 in said Guilford County Registry, South 06°03'56" West 222.83 feet to an existing iron pipe; thence continuing along said recorded western property line of said Duncan Hutchinson and the recorded western property line of Mary Wilson and Mary Summers as described and recorded in Deed Book 2568 Page 885 in said Guilford County Registry, South 02°51'48" West 181.80 feet to an existing iron pipe; thence continuing along said recorded western property line of said Wilson and Summers, South 01°33'59" West 181.78 feet to an existing iron pipe marking the recorded southwestern property corner of said Wilson and Summers; thence along the recorded northern property line of Carriage Woods Subdivision, Phase 1 as shown on plat recorded in Plat Book 133 Page 99 in said Guilford County Registry, North 86°52'00" West 500.56 feet to an existing iron pipe marking the recorded southeastern property corner of Dale Robinson as described and recorded in Deed Book 4809 Page 1256 in said Guilford County Registry; thence along the recorded eastern property line of said Robinson, North 00°14'39" East 199.89 feet to an existing iron pipe marking the recorded northeastern property corner of said Robinson; thence along the recorded northern property line of said Robinson, North 86°43'06" West 298.17 feet to an existing iron pipe marking the recorded northwestern property corner of said Robinson; thence along the recorded western property line of said Robinson, South 00°08'59" West 200.13 feet to an existing iron pipe marking the recorded southwestern property corner of said Robinson; thence along the recorded northern property line of Carriage Woods Subdivision, Phase 2 as shown on a plat recorded in Plat Book 142 page 144 in said Guilford County Registry, the following four (4) courses and distances: 1) North 86°45'43" West 93.23 feet to an existing iron pipe; thence 2) North 86°48'35" West 154.37 feet to an existing iron pipe; thence 3) North 86°41'42" West 248.70 feet to an existing iron pipe; thence 4) North 86°50'27" West, 386.96 feet to an existing iron pipe; thence along the recorded northern

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property line of The Orchard Subdivision, Section 3-B as shown on a plat recorded in Plat Book 59 Page 6 in said Guilford County Registry, North  $86^{\circ}42'26''$  West 461.70 feet to an existing iron pipe; thence along the recorded eastern property line of Lakeshore Village Subdivision, Section 2-A as shown on a plat recorded in Plat Book 121 Page 58, Lakeshore Village Subdivision, Section 3 as shown on a plat recorded in Plat Book 127 Page 19 and Lakeshore Village Subdivision, Section 4 as shown on a plat recorded in Plat Book 130 Page 91 in said Guilford County Registry, the following five (5) courses and distances: 1) North  $01^{\circ}22'32''$  East 552.29 feet to an existing iron pipe; thence 2) North  $47^{\circ}23'05''$  West 211.00 feet to an existing iron pipe; thence 3) North  $01^{\circ}27'25''$  East 87.91 feet to an existing iron pipe; thence 4) North  $23^{\circ}36'35''$  East 198.94 feet to a new iron pipe; thence 5) North  $36^{\circ}46'45''$  East 415.63 feet to a new iron pipe; thence along the recorded southern property line of City of Greensboro as described and recorded in Deed Book 2308 Page 655 in said Guilford County Registry, South  $66^{\circ}48'05''$  East 123.40 feet to a new iron pipe marking the recorded southeastern property corner of said City of Greensboro; thence along the recorded eastern property line of said City of Greensboro, the following five (5) courses and distances: 1) North  $33^{\circ}10'10''$  East 736.65 feet to a new iron pipe; thence 2) North  $82^{\circ}11'18''$  East 127.52 feet to a new iron pipe; thence 3) South  $48^{\circ}47'23''$  East 149.10 feet to a new iron pipe; thence 4) South  $70^{\circ}54'17''$  East 137.82 feet to a new iron pipe; thence 5) North  $19^{\circ}22'47''$  East 1,491.95 to an existing concrete monument marking the recorded southwestern property corner of City of Greensboro as described and recorded in Deed Book 2301 Page 560 in said Guilford County Registry; thence along the recorded southern property of said City of Greensboro, North  $86^{\circ}24'51''$  East 588.18 feet to an existing concrete monument marking the recorded northwestern property corner of Rachel Norton as described and recorded in Deed Book 3456 Page 1021 in said Guilford County Registry; thence along the recorded western property line of said Norton, the following two (2) courses and distances: 1) South  $05^{\circ}12'50''$  West 72.43 feet to an existing iron pipe; thence 2) South  $05^{\circ}44'30''$  West 373.11 feet to an existing iron pipe marking the recorded northwestern property corner of Marcia Walters as described and recorded in Deed Book 3456 Page 1018 in said Guilford County Registry; thence along the recorded western property line of said Walters, South  $04^{\circ}51'09''$  West 536.37 feet to an existing iron pipe marking the recorded northwestern property corner of Alfred C. Cole and Wife as described and recorded in Deed Book 1942 Page 209 in said Guilford County Registry; thence along the recorded western property line of said Cole, South  $03^{\circ}28'55''$  West 183.17 feet to an existing iron pipe marking the recorded southwestern property corner of said Cole; thence along the recorded southern property line of said Cole, South  $84^{\circ}43'16''$  East 1,250.63 feet to an existing iron pipe; thence along a new property line, the following two (2) courses and distances: 1) South  $04^{\circ}06'14''$  West 271.61 feet to a point; thence 2) South  $74^{\circ}45'37''$  East 199.28 feet to a point; thence along the recorded western margin of Yanceyville Road, the following five (5) courses and distances: 1) South  $27^{\circ}52'28''$  West 23.36 feet to an existing iron pipe; thence 2) South  $19^{\circ}58'50''$  West 209.33 feet to an existing concrete monument; thence 3) South

19°31'45" West 562.67 feet to an existing iron pipe; thence 4) South 18°54'50"  
West 293.39 feet to an existing iron pipe; thence 5) South 16°09'58" West 161.78  
feet to the point and place of BEGINNING and containing an area of 148.96  
acres more or less.

901000

690600

A

2  
1

1 MISC DOCUMENTS 747017 \$12.00  
1 MISC DOC ADDM PGS \$3.00

1 PROBATE FEE \$2.00

RECORDED - 747017  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 5901  
PAGE(S): 3069 TO 3071  
08/12/2003 10:01:05

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORRINGTON SUBDIVISION, PHASE 1

*Plat Borum Wade & Associates*

Prepared by: Anthony C. McLaughlin

This Amendment to Declaration is made this 24 day of July, 2003, by **CARROLLAND CORPORATION**, a North Carolina Corporation having an Office in Guilford County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant has caused to be filed a Declaration of Covenants, Condition and Restrictions for STORRINGTON SUBDIVISION, PHASE 1, in Book 5819, Page 0094, (The "Declaration"); and

WHEREAS, the Declaration provides that all of the property described in Exhibit A to the Declaration would be subject to the Declaration; and

WHEREAS, Declarant has recorded a Plat for STORRINGTON SUBDIVISION, PHASE 2, which plat appears of recorded in Plat Book 151, Page 073, Guilford County Registry, and which plat depicts properties described in Exhibit A to the Declaration, and wishes to confirm that the properties shown on said Plat shall be subject to the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that all properties to be known as " STORRINGTON SUBDIVISION, PHASE 2," as more particularly described as all of the property shown in Plat Book 151, Page 073, in the Guilford County Registry shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of STORRINGTON SUBDIVISION, PHASE 2, the owners thereof agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto and to be subject to the lien for such assessments imposed therein.

003070

This Amendment shall be treated as an expansion of the land originally subjected to the Declaration. Except as specifically modified and amended herein, the Declaration of Covenants, Conditions and Restrictions for STORRINGTON SUBDIVISION, PHASE 1 will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed as of the day and year first above-written.

CARROLLAND CORPORATION, a North Carolina Corporation

By: [Signature]  
V- President

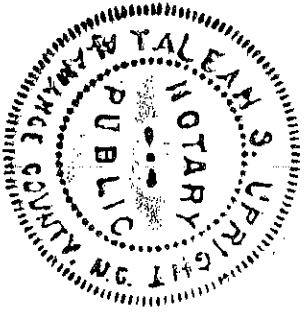
STATE OF NORTH CAROLINA - COUNTY OF GUILFORD

I, the undersigned, a Notary Public of said County and State, do hereby certify that A. LEONARD personally appeared before me this day and acknowledged that he is V- President of CARROLLAND CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name him as its Vice President.

Witness my hand and official seal, this the 24 day of July, 2003.

My Commission Expires:  
Mar 2, 2008

Notary Public:  
Talish S. Upright



002329

RECORDED - 803289  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6006  
PAGE(S): 2329 TO 2331  
12/23/2003 15:38:44

1 MISC DOCUMENTS	803289	\$12.00
1 MISC DOC ADDN PGS		\$3.00
1 PROBATE FEE		\$2.00

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORRINGTON SUBDIVISION, PHASE 1

Prepared by: Anthony C. McLaughlin *plus Borrower W2do*

This Amendment to Declaration is made this 17<sup>th</sup> day of December, 2003, by **CARROLLAND CORPORATION**, a North Carolina Corporation having an Office in Guilford County, North Carolina, hereinafter referred to as "Declarant:"

WITNESSETH:

*2/18*

WHEREAS, Declarant has caused to be filed a Declaration of Covenants, Condition and Restrictions for STORRINGTON SUBDIVISION, PHASE 1, in Book 5819, Page 0094, and amended by Instrument recorded in Book 5901, Page 3069, Guilford County Registry (The "Declaration"); and

WHEREAS, the Declaration provides that all of the property described in Exhibit A to the Declaration would be subject to the Declaration; and

WHEREAS, Declarant has recorded a Plat for STORRINGTON SUBDIVISION, PHASE 4, Map 1, and a Plat for STORRINGTON SUBDIVISION, PHASE 4, Map 2, which plats appear of recorded in Plat Book 153, at Pages 002 & 003, Guilford County Registry, and which plats depict properties described in Exhibit A to the Declaration, and wishes to confirm that the properties shown on said Plats shall be subject to the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that all properties to be known as " STORRINGTON SUBDIVISION, PHASE 4, Map 1, and STORRINGTON SUBDIVISION, PHASE 4, Map 2," which plats appears of recorded in Plat Book 153, at Pages 002 & 003, in the Guilford County Registry shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of STORRINGTON SUBDIVISION, PHASE 4, Map 1, and STORRINGTON SUBDIVISION, PHASE 4, Map 2, the owners thereof agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto and to be subject to the lien for such assessments imposed therein.

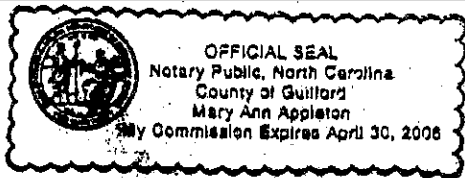


002330

This Amendment shall be treated as an expansion of the land originally subjected to the Declaration. Except as specifically modified and amended herein, the Declaration of Covenants, Conditions and Restrictions for STORRINGTON SUBDIVISION, PHASE 1 will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed as of the day and year first above-written.

CARROLLAND CORPORATION, a North Carolina Corporation



By: [Signature]  
Vice President

STATE OF NORTH CAROLINA - COUNTY OF GUILFORD

I, the undersigned, a Notary Public of said County and State, do hereby certify that Alvin Leonard personally appeared before me this day and acknowledged that he is Vice President of CARROLLAND CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name him as its Vice President.

Witness my hand and official seal, this the 17<sup>th</sup> day of December, 2003.

My Commission Expires:

4-30-06

Notary Public:

Mary Ann Appleton

002331



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

\* \* \* \* \*

State of North Carolina, County of Guilford

The foregoing certificate of \_\_\_\_\_

*Mary Ann Appleton*

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: \_\_\_\_\_

*Sherry S. Feltner*  
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.**

6490000

RECORDED - 824836  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6046  
PAGE(S): 0649 TO 0651  
03/08/2004 14:34:31

1 MISC DOCUMENTS 824836 \$12.00  
1 MISC DOC ADDN PGS \$3.00  
1 PROBATE FEE \$2.00

Prepared By: Anthony C. McLaughlin *apl*

NORTH CAROLINA  
GUILFORD COUNTY

THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORRINGTON SUBDIVISION, PHASE 1

This Amendment to Declaration is made this 25th day of February, 2004, by **CARROLLAND CORPORATION**, a North Carolina Corporation having an Office in Guilford County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

*2/8* WHEREAS, Declarant has caused to be filed a Declaration of Covenants, Condition and Restrictions for Storrington Subdivision, Phase 1, in Book 5819, Page 0094, Guilford County Registry (The "Declaration"), which Declaration encompasses Storrington Subdivision, Phase 1, as shown on Plat recorded in Plat Book 150, Page 84, Guilford County Registry, which Declaration has been amended by instruments filed in Book 5901, Page 3069 (Phase 2) and Book 6006, Page 2329 (Phase 4); and

WHEREAS, the Declaration provides in Article X, Section 4(b) that the Declarant could annex additional described properties without the consent of the Members; and

WHEREAS, Declarant now wishes to annex additional property into Storrington Subdivision, and to subject such additional property to the terms and conditions contained in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that all properties as shown on the "FINAL PLAT, STORRINGTON SUBDIVISION, PHASE 5," as more particularly described as all of the property shown in Plat Book 153, Page 137, in the Guilford County Registry shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of STORRINGTON SUBDIVISION, PHASE 5, the owners thereof agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto and to be subject to the lien for such assessments imposed therein.

This Amendment shall be treated as an expansion of the land originally subjected to the Declaration. Except as specifically modified and amended herein, the Declaration of Covenants, Conditions and Restrictions for Storrington Subdivision, Phase 1, will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed as of the day and year first above-written.

CARROLLAND CORPORATION, a North Carolina Corporation

By: [Signature]  
Vice - President

000650

STATE OF NORTH CAROLINA - COUNTY OF GUILFORD

I, the undersigned, a Notary Public of said County and State, do hereby certify that Al Leonard personally appeared before me this day and acknowledged that he is Vice President of CARROLLAND CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name him as its Vice President.

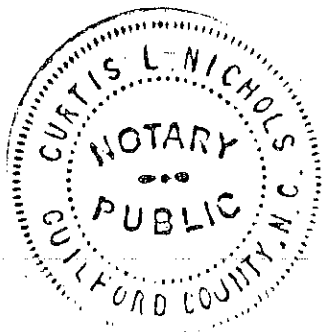
Witness my hand and official seal, this the 25<sup>th</sup> day of February, 2004.

My Commission Expires:

10/5/2008

Notary Public:

[Signature]



000651



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

\* \* \* \* \*

State of North Carolina, County of Guilford

The foregoing certificate of \_\_\_\_\_

\_\_\_\_\_ *Curtis V. Nichols* \_\_\_\_\_

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: \_\_\_\_\_ *Sherry W. Gumpel* \_\_\_\_\_  
Deputy - Assistant Register of Deeds

\* \* \* \* \*

**This certification sheet is a vital part of your recorded document.  
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BK 6152 PG 1001

BK 6152 PG 1000

001000

RECORDED - 878627  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6152  
PAGE(S): 1000 TO 1002  
08/16/2004 11:13:27

1 MISC DOC ADM PGS 43.00  
1 PROBATE FEE 42.00

1 MISC DOCUMENTS 878627 412.00  
~~22 MISC DOC ADM PGS 466.00~~

Prepared By: Anthony C. McLaughlin

NORTH CAROLINA

FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORRINGTON SUBDIVISION, PHASE 1

GUILFORD COUNTY

PICK UP BY: BOZUM WADE ASSOC.

This Amendment to Declaration is made this 29th day of July, 2004, by **CARROLLAND CORPORATION**, a North Carolina Corporation having an Office in Guilford County, North Carolina, hereinafter referred to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant has caused to be filed a Declaration of Covenants, Condition and Restrictions for Storrington Subdivision, Phase 1, in Book 5819, Page 0094, Guilford County Registry (The "Declaration"), which Declaration encompasses Storrington Subdivision, Phase 1, as shown on Plat recorded in Plat Book 150, Page 84, Guilford County Registry, which Declaration has been amended by instruments filed in Book 5901, Page 3069 (Phase 2), Book 6006, Page 2329 (Phase 4) and Book 6046, Page 0649 (Phase 5); and

WHEREAS, the Declaration provides in Article X, Section 4(b) that the Declarant could annex additional described properties without the consent of the Members; and

WHEREAS, Declarant now wishes to annex additional property into Storrington Subdivision, and to subject such additional property to the terms and conditions contained in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that all properties as shown on the "FINAL PLAT, STORRINGTON SUBDIVISION, PHASE 3," as more particularly described as all of the property shown in Plat Book 156, Page 017, in the Guilford County Registry shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of STORRINGTON SUBDIVISION, PHASE 3, the owners thereof agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied pursuant thereto and to be subject to the lien for such assessments imposed therein.

This Amendment shall be treated as an expansion of the land originally subjected to the Declaration. Except as specifically modified and amended herein, the Declaration of Covenants, Conditions and Restrictions for Storrington Subdivision, Phase I, will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed as of the day and year first above-written.

CARROLLAND CORPORATION, a North Carolina Corporation

By: [Signature]  
Vice President

001001

STATE OF NORTH CAROLINA - COUNTY OF GUILFORD Randolph (RB)

I, the undersigned, a Notary Public of said County and State, do hereby certify that AL LEONARD personally appeared before me this day and acknowledged that he is Vice President of CARROLLAND CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name him as its Vice President.

Witness my hand and official seal, this the 29 day of July, 2004.

My Commission Expires:

Notary Public:

11-15-2008

Ruth G. Brower

RUTH G. BROWER  
NOTARY PUBLIC  
RANDOLPH COUNTY, NC  
My Commission Expires 11-15-2008



001002

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

.....  
State of North Carolina, County of Guilford

The foregoing certificate of Ruth M Brawer

.....  
A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Jane Schultz  
Deputy - Assistant Register of Deeds

.....  
**This certification sheet is a vital part of your recorded document.  
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002449  
647200

RECORDED - 956337  
JEFF L. THIGPEN  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6301  
PAGE(S): 2449 TO 2451  
04/28/2005 16:17:12

04/28/2005 GUILFORD CO. NC  
1 MISC DOCUMENTS 956337 \$12.00  
1 MISC DOC ADDN PGS \$3.00  
1. PROBATE FEE \$2.00

Prepared By: Anthony C. McLaughlin

NORTH CAROLINA

FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORRINGTON SUBDIVISION, PHASE 1

GUILFORD COUNTY

mail. Carroland, Po Box 9846, Greensboro NC 27429  
Attn: Ken Crawls

This Amendment to Declaration is made this 5th day of April, 2005, by **CARROLLAND CORPORATION**, a North Carolina Corporation having an Office in Guilford County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant has caused to be filed a Declaration of Covenants, Condition and Restrictions for Storrington Subdivision, Phase 1, in Book 5819, Page 0094, Guilford County Registry (The "Declaration"), which Declaration encompasses Storrington Subdivision, Phase 1, as shown on Plat recorded in Plat Book 150, Page 84, Guilford County Registry, which Declaration has been amended by instruments filed in Book 5901, Page 3069 (Phase 2), Book 6006, Page 2329 (Phase 4) and Book 6046, Page 0649 (Phase 5); and Book 6152, Page 1000 (Phase 3); and

WHEREAS, the Declaration provides in Article X, Section 4(b) that the Declarant could annex additional described properties without the consent of the Members; and

WHEREAS, Declarant now wishes to annex additional property into Storrington Subdivision, and to subject such additional property to the terms and conditions contained in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that all properties as shown on the "FINAL PLAT; STORRINGTON SUBDIVISION, PHASE 10," as more particularly described as all of the property shown in Plat Book 159, Page 74, in the Guilford County Registry shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as recorded in the Declaration, 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 having any right, title or interest in said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. By accepting the deed to any portion of STORRINGTON SUBDIVISION, PHASE 10, the owners thereof agree to abide by all of said covenants, conditions and restrictions, including their agreement to pay any assessments levied

pursuant thereto and to be subject to the lien for such assessments imposed therein.

This Amendment shall be treated as an expansion of the land originally subjected to the Declaration. Except as specifically modified and amended herein, the Declaration of Covenants, Conditions and Restrictions for Storrington Subdivision, Phase 1, will remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed as of the day and year first above-written.



CARROLLAND CORPORATION, a North Carolina Corporation

By: [Signature]  
Vice President

STATE OF NORTH CAROLINA - COUNTY OF GUILFORD

I, the undersigned, a Notary Public of said County and State, do hereby certify that Al Leonard personally appeared before me this day and acknowledged that he is Vice President of CARROLLAND CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name him as its Vice President.

Witness my hand and official seal, this the 28 day of April, 2005.

My Commission Expires:

10-1-06

Notary Public:

Kenneth B. Chavis

