

PIU Ballard

Prepared By: William P. Aycock, II  
Schell Bray Aycock Abel & Livingston  
Post Office Box 21847  
Greensboro, North Carolina 27420

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NORTH CAROLINA  
GUILFORD COUNTY

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKE JEANETTE DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by  
CORNWALLIS DEVELOPMENT CO., 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:

All of that certain parcel of land shown on the plat  
entitled "Lake Jeanette Subdivision, Section Four, Phase  
One, Maps 1 of 2 and 2 of 2," which appear of record in  
the Office of the Register of Deeds of Guilford County,  
North Carolina, in Plat Book 106, Page 115, and Plat  
Book 106, Page 116, respectively.

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 the 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 LAKE  
JEANETTE ASSOCIATION, INC., its successors and assigns.

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

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North Carolina - Guilford County  
The certificate (s) of \_\_\_\_\_  
Cheryl G. Hollis  
\_\_\_\_\_

632490

1 MISC DOCUMENT 632490 5.00

RECORDED

19 MISC DOC ADDN PGS 38.00

KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC

1 PROBATE FEE 1.00

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.

BOOK: 4020  
PAGE(S): 0455 TO 0474

KATHERINE LEE PAYNE, REGISTER OF DEEDS  
Patricia Summers  
Assistant/Deputy Register of Deeds

11/18/1992 11:46:43

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

**SECTION 4.** "Common Area" shall mean all real property and interests in real property (including easements and open spaces): (i) owned by the Association ("Owned Common Area"); and (ii) leased to the Association ("Leased Common Area"), together with any easements and rights of way related thereto, for the common use and enjoyment of the Owners.

(a) The Owned Common Area at the time of the conveyance of the first Lot is described as follows:

(1) All that land designated "Common Area" as shown on the plat entitled "Lake Jeanette Subdivision, Section Three, Map One," which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 90, at Page 74;

(2) All that land designated "Common Area" as shown on the plat entitled "Lake Jeanette Subdivision, Section Three, Map Two," which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 89, at Page 139;

(3) All of that land, together with related easements, described in the Deed from Declarant to Grantee recorded in Book 3987, Page 138, Guilford County Registry (Recreation Area - Lake Jeanette);

(4) All that land designated "Common Area" as shown on the plat entitled "Lake Jeanette Subdivision, Section Four, Phase One, Maps 1 of 2 and 2 of 2," which appear of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 106, Page 115, and Plat Book 106, Page 116, respectively;

(5) All of those easements designated "Wall Easements" and "Planting Easement" on the plat entitled "Lake Jeanette Subdivision, Section Four, Phase One, Map 1 of 2," and being non-exclusive easements for the construction and maintenance of signs, landscaping, fencing, berms, buffers and screens, including the right of ingress, egress, and regress over said easements; and

(6) Those easements across Zones 1, 2 and Area 3 as described in Exhibit "A" to the Deed from Declarant to the Association recorded in Book 4020, Page 475, Office of the Register of Deeds of Guilford County, North Carolina.

(b) The Leased Common Area at the time of the conveyance of the first Lot is described as follows:

All of that property described in that certain Lease Agreement between Cone Mills Corporation, as Lessor, and the Association, as Lessee, dated June 6, 1988, which Lease is for a portion of the Lake Tract as hereinafter defined (the "Association Lease").

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 Cornwallis Development Co., its successors and assigns.

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

SECTION 8. "Lakeview" Lot shall mean and refer to any Lot that is directly contiguous to the Lake Tract, or any portion thereof, and which is designated "Lakeview" on any recorded subdivision map of the Properties.

SECTION 9. "Lake Tract" shall mean and refer to that parcel of land upon which Lake Jeanette (Richland Dam Lake) is located and which is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

## 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 Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment, fine or other charge against his Lot remains unpaid;

(c) the right of the Association to grant easements and rights of way, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (including

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any entity authorized by the City of Greensboro or Guilford County to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Board of Directors, agreeing to such dedication or transfer, has been recorded.

(d) the right of the Association to impose and enforce rules and regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area, and specifically including the right to control access to and use of the Lake Tract, to establish and enforce parking regulations on all streets within the Properties and to establish and enforce environmental regulations consistent with the restrictive covenants applicable to Lots and the ordinances of the City of Greensboro. Sanctions may include monetary fines and suspension of the voting rights and easements of enjoyment of any Member or tenant for a period not to exceed sixty (60) consecutive days.

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

(f) the terms and conditions of the Association Lease and any other lease for the Lake Tract or portion thereof. The rights of the Association and the Members in and to the Leased Common Area and the Lake Tract are limited to, and solely determined by, the terms of the Association Lease and any other lease for the Lake Tract or portion thereof.

(g) the right of the Association to contract (specifically including leasing) with Cone Mills Corporation and the Guilford Wildlife Club, Incorporated, their respective successors and assigns, concerning any rights to and responsibilities for use, operation and maintenance of the Lake Tract or any portion thereof.

**SECTION 2. DELEGATION OF USE.** Any Owner may delegate his right of enjoyment to the Common Area and its recreational facilities to the members of his "immediate family," his guests, and tenants of Owner holding a leasehold estate of at least one (1) year under a written lease agreement, subject to such rules and regulations as may be established from time to time by the Association. For purposes of this Declaration, the term "immediate family" shall mean the lineal ancestors or descendants of the Owner or the Owner's spouse.

### 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 three (3) classes of voting membership:

**Class A.** Class A Members shall be all Owners other than (i) Owners of Lakeview Lots; and (ii) 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 non-Lakeview Lot.

**Class B.** Class B Members shall be all Owners of Lakeview Lots, other than the Declarant. Class B Members shall be entitled to two (2) votes for each Lakeview Lot owned. When more than one person holds an interest in any Lakeview Lot, all such persons shall be Members. The vote or votes for such Lakeview Lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any Lakeview Lot.

**Class C.** The Class C Member shall be the Declarant and shall be entitled to four (4) votes for each Lakeview Lot owned and two (2) votes for each non-Lakeview Lot owned. The Class C membership shall cease and be converted to Class A or Class B membership, as the case may be, on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership and the Class B membership equals the total votes outstanding in the Class C membership, provided, however, that the Class C membership shall be reinstated if after such conversion and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties pursuant to the provisions of Article VII, Section 4, herein, containing a sufficient number of Lots to give the Class C Member a total number of votes in excess of the Class A and Class B Members; or,

(b) on December 31, 2015.

**SECTION 3. RIGHT OF DECLARANT TO REPRESENTATION ON BOARD OF DIRECTORS OF THE ASSOCIATION.** Notwithstanding anything to the

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contrary herein, until December 31, 2015, Declarant shall have the right to designate and select a majority of the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Declarant need not be the Owner of a Lot in Lake Jeanette Development. However, Declarant shall be responsible, pursuant to the provisions of Article IV, for the payment of assessments which may be levied by the Association against any Lot or Lots owned by Declarant, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner. Any representative of Declarant serving on the Board of Directors of Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest. Similarly, Declarant, as a Member of the Association, shall not be required to disqualify itself upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. 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 to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; (3) a fine of \$10.00 per day for failure to commence construction of the dwelling on the Lot as provided in the restrictive covenants contained in the deed for each Lot; and (4) a fine of \$100.00 per day for failure to complete the dwelling and landscaping on the Lot as provided in the restrictive covenants contained in the deed for each Lot; and to the appropriate governmental taxing authority: (1) a pro rata share of ad valorem taxes levied against the Common Area; and, (2) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months, all as hereinafter provided. The annual and special assessments, any construction fee, fine or other charge, together with interest, costs and reasonable

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attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment and charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. The personal obligation for the delinquent assessments 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, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose or for the maintenance, use and enjoyment of the Common Area or related to the maintenance, use and enjoyment of those improvements and areas outside of the Common Areas but which benefit the Properties, including but not limited to any decorative stonework on the headwalls over the culverts under roadways in the Properties (however, the Association shall not be responsible for structural repairs to such culverts or headwalls), including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance, the making of lease payments, the payment of charges for garbage collection service for the Common Area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

(b) Deeds to Owners of Lakeview Lots contain an easement for ingress, egress and regress and a right of use for boating and fishing across a portion of the Lake Tract contiguous to such Lot (which portion is specifically shown on a survey attached to the deed). The conveyance of such easement and right of use is subject to all the terms and conditions set forth in the Association Lease. The Association shall have no responsibility for the upkeep and maintenance of the portions of Common Area or Lake Tract included in such easement, but rather the responsibility for such maintenance and upkeep (including the cutting of grass and weeds, cleaning and picking up of trash) shall be the responsibility of each Lakeview Lot Owner as provided in such Owner's deed.

(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 Bylaws of the Association. As monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with

monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

**SECTION 3. MAXIMUM ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

For each Lakeview Lot, One Hundred and No/100 Dollars (\$100.00) per year, which shall be deemed to be a rate of maximum annual assessment of Twenty-Five and No/100 Dollars (\$25.00) per Lakeview Lot per quarter.

For all other Lots, Fifty and No/100 Dollars (\$50.00) per year, which shall be deemed to be a rate of maximum annual assessment of Twelve and 50/100 Dollars (\$12.50) per non-Lakeview Lot per quarter.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors. The maximum annual assessment for all Lots may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the



Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lakeview Lots and at a uniform rate for all non-Lakeview Lots. Such special assessments 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 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.

(a) All annual assessments for Lakeview Lots must be uniform and at a rate two (2) times that of non-Lakeview Lots. All annual assessments for non-Lakeview Lots must be fixed at a uniform rate.

(b) The Declarant shall pay annual assessments on Lots owned by it on the same basis as other Lot Owners.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall be collected on a quarterly basis, in advance, and shall commence for each Lot conveyed by the Declarant to an Owner on the first day of the first month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after conveyance of such Lot. The annual assessments for Lots owned by Declarant shall be in an amount established in accordance with the provisions of Article IV, Section 6(b) and shall commence as to a particular Lot at the time the first Lot shown on the recorded subdivision plat (that includes the particular Lot) is conveyed to an Owner.

At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate

signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Assessments authorized by this Declaration shall be due and payable on the dates established by the Board of Directors from time to time. Fees, fines, and other charges authorized by this Declaration shall be due and payable thirty (30) days after written notice thereof from the Association to an Owner. Any assessment, fee, fine or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. 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. Interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

**SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION.** Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Lake Jeanette Development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

**SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES.** The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments, fees, fines or other charges 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, fees, fines

or other charges thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

**SECTION 11. EXEMPT PROPERTY.** All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit 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

#### EASEMENTS

**SECTION 1. UTILITIES.** Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as shown on the recorded plat. 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the City of Greensboro over all Common Areas as may be reasonably necessary for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer and drainage facilities, for affording police protection, and for the fighting of fires and collection of garbage.

**SECTION 2. UNINTENTIONAL ENCROACHMENTS.** In the event that any improvements on a Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

#### ARTICLE VI

#### TRAFFIC REGULATIONS AND MAINTENANCE OF RIGHT-OF-WAY

**SECTION 1. TRAFFIC REGULATIONS.** All Members, their family members, guests, invitees and tenants shall abide by all state and local traffic regulations and other laws and ordinances regulating motor vehicles while on the Properties.

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**SECTION 2. PROHIBITED PARKING.** Parking is prohibited in the rights of ways of public streets that are not bounded with curb and gutter, including the sides, shoulders and side ditches.

**SECTION 3. ENFORCEMENT.** Violations of Sections 1 and 2 above shall constitute a nuisance and, in addition to all other remedies available to it at law and in equity, the Association shall have the authority to assess reasonable fines against a Member for violations by him/her or by his/her family member, guest, invitee or tenant. Such fines shall be deemed to be assessments as set forth in Article IV of this Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in Article IV, Section 8.

**SECTION 4. MAINTENANCE OF RIGHT OF WAYS.** Each Member shall be responsible for the maintenance and upkeep of the unpaved portion of any public road right-of-way abutting such Member's Lot. Should a Member fail to discharge its maintenance and upkeep responsibilities in a reasonable and prudent manner as determined by the Board of Directors of the Association in its sole and absolute discretion, the Association shall provide such Member written notice of such deficiency. If the deficiency is not promptly remedied, the Association shall have the right to cause such maintenance and upkeep to be performed and to charge the Member for the cost thereof. If such cost is not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in Article IV, Section 8.

## ARTICLE VII

### GENERAL PROVISIONS

**SECTION 1. ENFORCEMENT.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Common Area 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 fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

**SECTION 4. ANNEXATION.**

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

(b) Additional land within the area described in the metes and bounds description attached hereto as Exhibit "A" and incorporated herein by reference may be annexed by the Declarant without the consent of Members until December 31, 2015.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this the 13th day of November, 1992.

CORNWALLIS DEVELOPMENT CO.

BY: \_\_\_\_\_

Richard [Signature]  
President



Caroleyn H. Cooley  
Assistant Secretary

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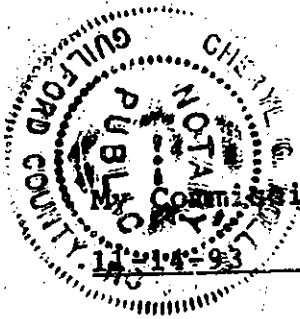
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Cheryl G. Hollis, a Notary Public, do hereby certify that Carolyn H. Cooley personally appeared before me this day and acknowledged that she is the Assistant Secretary of CORNWALLIS DEVELOPMENT CO., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as its Secretary.

WITNESS my hand and official seal this 17th day of November, 1992.

Cheryl G. Hollis  
NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

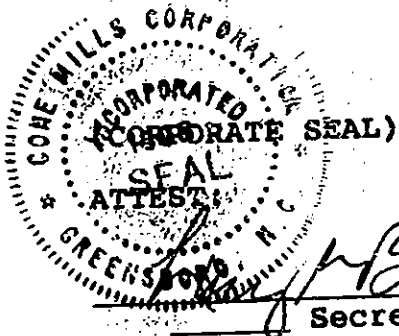
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JOINDER  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SECTION FOUR OF LAKE JEANETTE SUBDIVISION  
BY CONE MILLS CORPORATION

Cone Mills Corporation ("Cone"), the owner of the Lake Tract, joins in the execution of this Declaration to grant to each Owner of a Lot in Section Four of Lake Jeanette Subdivision a license to use the Lake Tract, as it may exist from time to time. Such license shall: (i) be subject to and on the same terms and conditions as the Lease Agreement between Cone and the Guilford Wildlife Club, Incorporated, dated April 26, 1988, as it may be amended from time to time, (the "Wildlife Club Lease"); and (ii) shall terminate at the same time as the Wildlife Club Lease and the Lease Agreement between Cone and Lake Jeanette Association, Inc., dated June 6, 1988, as it may be amended from time to time, (the "Association Lease") shall terminate.

CONE MILLS CORPORATION

BY: James A. Baker  
VICE President



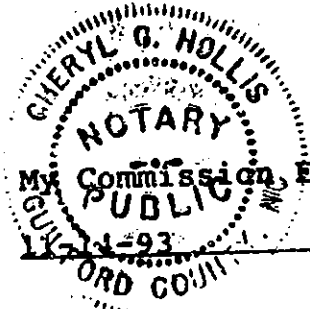
J. Baynes  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Cheryl G. Hollis, a Notary Public, do hereby certify that Lacy G. Baynes personally appeared before me this day and acknowledged that he is the Secretary of CONE MILLS CORPORATION, a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by him as its Secretary.

WITNESS my hand and official stamp/seal this the 17th day of November, 1992.



Cheryl G. Hollis (SEAL)  
NOTARY PUBLIC

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EXHIBIT "A"

BEGINNING at a monument in the southern margin of Lake Jeanette Road, the northwest corner (now or formerly) of W. F. McAdoo; thence with McAdoo's western line, South 03° 39' 45" West 270.87 feet to a monument; thence continuing with McAdoo's line, South 04° 00' 20" West 1341.86 feet to a monument; thence North 86° 03' West 100.95 feet to an existing iron pipe; thence South 24° 47' East 203.10 feet to a monument; thence South 39° 03' East 752.20 feet to an existing iron pipe; thence North 86° 16' West 1059.10 feet to an iron pin; thence North 86° 37' West 614.10 feet to an iron pin; thence North 87° 31' 30" West 1773.68 feet to an iron pin in R. W. McNairy's line; thence with McNairy's line, North 01° 42' East 1138.04 feet to an iron pin in the southern margin of a road; thence North 89° 26' East 412.65 feet to an iron pin; thence South 00° 55' West 227.13 feet to an iron pin; thence South 85° 28' East 594.50 feet to an iron pin; thence North 00° 37' 30" East 1235.40 feet to an iron pin, McDonald's northeast corner; thence with the north line of McDonald, Taylor and Wiley, North 87° 04' West 852.50 feet to a monument, corner with another tract of R. W. McNairy; thence with McNairy's eastern line North 02° 06' East 1088.23 feet to a monument, McNairy's northeast corner; thence with the northern line of McNairy and Lois N. Currie, North 89° 00' West 1004.70 feet to a monument in the eastern right-of-way of Bass Chapel Road; thence continuing North 89° 00' West 69.64 feet to an iron pin in the western margin of Bass Chapel Road; thence continuing North 89° 00' West 407.76 feet to an iron pin, Currie's northwest corner; thence the following courses and distances with the northern line of R. W. McNairy: North 58° 59' West 206.53 feet to an iron pin; North 89° 06' West 1698.16 feet to an iron pin; South 59° 14' West 1097.31 feet to an iron pin; South 45° 41' West 1300.19 feet to an iron pin; South 65° 21' 30" West 792.65 feet to an iron pin; South 54° 13' West 326.71 feet to an iron pin; South 64° 58' West 399.65 feet to an iron pin, a corner with McNairy; thence North 04° 07' East 1879.33 feet to a monument, the southeast corner of North Hills Subdivision; thence North 03° 18' East 1913.66 feet to an iron pin in the southern line of Lawndale Estates Subdivision, as per plat thereof recorded in Plat Book 28, Page 85, Guilford County Registry; thence with the southern line of said Subdivision, South 88° 30' East 438.58 feet to a monument; thence with the eastern line of said Subdivision, North 03° 27' 30" East 853.22 feet to a point, the southwest corner of North Oaks Subdivision, Section 1; thence with the southern line of said Subdivision, North 68° 39' East 1289.60 feet to a point, the southeast corner of Section 1 of North Oaks; thence South 46° 12' East 740.95 feet to a monument; thence South 24° 05' East 160.45 feet to an iron pin; thence South 28° 24' East 58.38 feet to a point; thence North 64° 52' East 510.53 feet to a point; thence North 16° 56' West 645.9 feet to an existing iron pin; thence North 20° 14' West 296.34 feet to an iron pin, Napper's southwest corner; thence with Napper's south line, South 86° 39' 30" East 551.78 feet to an iron pin, Fitzgerald's southwest corner; thence with Fitzgerald's line, South 85° 47' East 305.93 feet to an iron pin, the northeast corner of Bass Chapel Methodist Church; thence with the Bass Chapel Methodist Church line South 89° 42' East 100 feet, more or less to a point; thence North 00° 34' 04" West 873.60 feet to an existing

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iron pipe; thence South 84° 11' 20" East 504.08 feet to an existing iron pipe; thence South 84° 19' 52" East 128.35 feet to an existing iron pipe; thence North 06° 25' 57" East 537.43 feet to an existing iron pipe, the southwest corner (now or formerly) of N. E. Hargett, Jr.; thence with Hargett's southern line, South 84° 32' 33" East 340.57 feet to an existing iron pipe; thence continuing with Hargett's southern line South 85° 11' East 765.02 feet to a point, Hargett's southeast corner; thence with the eastern line (now or formerly) of Hargett, the Guy Heirs, Lona B. Mason and James Albright, North 02° 51' 30" East 1031.02 feet to a monument in Trantham's southern line; thence with the lines (now or formerly) of Trantham, Hendrix and J. D. McNairy the following courses and distances: South 88° 02' East 1833.57 feet; South 87° 56' East 398.63 feet to an iron pin; North 13° 56' West 120.0 feet to an iron pin; South 87° 56' East 105.0 feet to a monument; South 13° 56' East 120.0 feet to a monument; South 87° 56' East 1641.11 feet to an iron pin; South 87° 11' East 1165.77 feet to a monument, a corner with the City of Greensboro; thence with the line of the City of Greensboro the following courses and distances: South 24° 54' West 368.56 feet to a monument; South 81° 57' West 310.09 feet to a monument; South 81° 57' 30" West 390.76 feet to a monument; South 49° 52' West 177.54 feet to a monument; South 13° 44' East 368.48 feet to a monument; South 26° 41' East 524.17 feet to a monument; South 54° 17' 35" East 621.13 feet to a monument; North 18° 30' 25" East 439.84 feet to a monument; North 84° 39' East 19.41 feet to a monument, J. D. McNairy's northwest corner; thence with McNairy's line, South 02° 28' 20" West 1244.90 feet to an iron pin; thence continuing with McNairy's line, South 02° 20' West 927.83 feet to an iron pin in the line of McAdoo; thence with McAdoo's north line, North 87° 39' 25" West 998.36 feet to an iron pin, McAdoo's northwest corner; thence with McAdoo's western line, South 02° 28' 40" West 1086.75 feet to a monument, the northwest corner of Granville Estates Subdivision; thence with the western line of said Subdivision the following courses and distances: South 00° 01' 25" East 638.22 feet to a monument; South 04° 34' West 883.32 feet to a monument; South 03° 38' 40" West 300.67 feet to a monument; South 03° 39' 45" West 225.10 feet to a monument in the northern margin of Lake Jeanette Road; thence across Lake Jeanette Road, South 03° 39' 45" West 60.03 feet to a monument, the point and place of BEGINNING, which the majority of the property is shown on a map of survey for Cone Mills Corporation by Marvin L. Borum & Associates, dated March, 1969 and revised December 16, 1982.

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EXHIBIT "B"

In summary, the boundary of the Lake Tract is described by the following:

1. On the west by the City of Greensboro raw water pipeline which crosses Lake Jeanette from north to south;

2. In areas between Lake Jeanette and Section III of Lake Jeanette Subdivision (Plat Book 89, Page 139), the boundary line of the Lake Tract is the rear or side line of Lots shown on the recorded plat

3. In areas between Lake Jeanette and Section Four of Lake Jeanette Subdivision (Plat Book 106, Page 115, and Plat Book 106, Page 116), and (except as limited in paragraph 5(d) below) between the Lake and the Recreation Area, Lake Jeanette, (Plat Book 105, Page 134) ("Recreation Area"), the boundary line of the Lake Tract is described by a line that runs ten (10) feet beyond and parallel to the high water mark of Lake Jeanette, said high water mark being the contour elevation line Seven Hundred and Fifty-One (751) feet above sea level as shown on maps of survey by Alley Williams Carmen & King, Engineers and Surveyors, copies of which are attached hereto as Exhibit "B-1" and incorporated herein by reference.

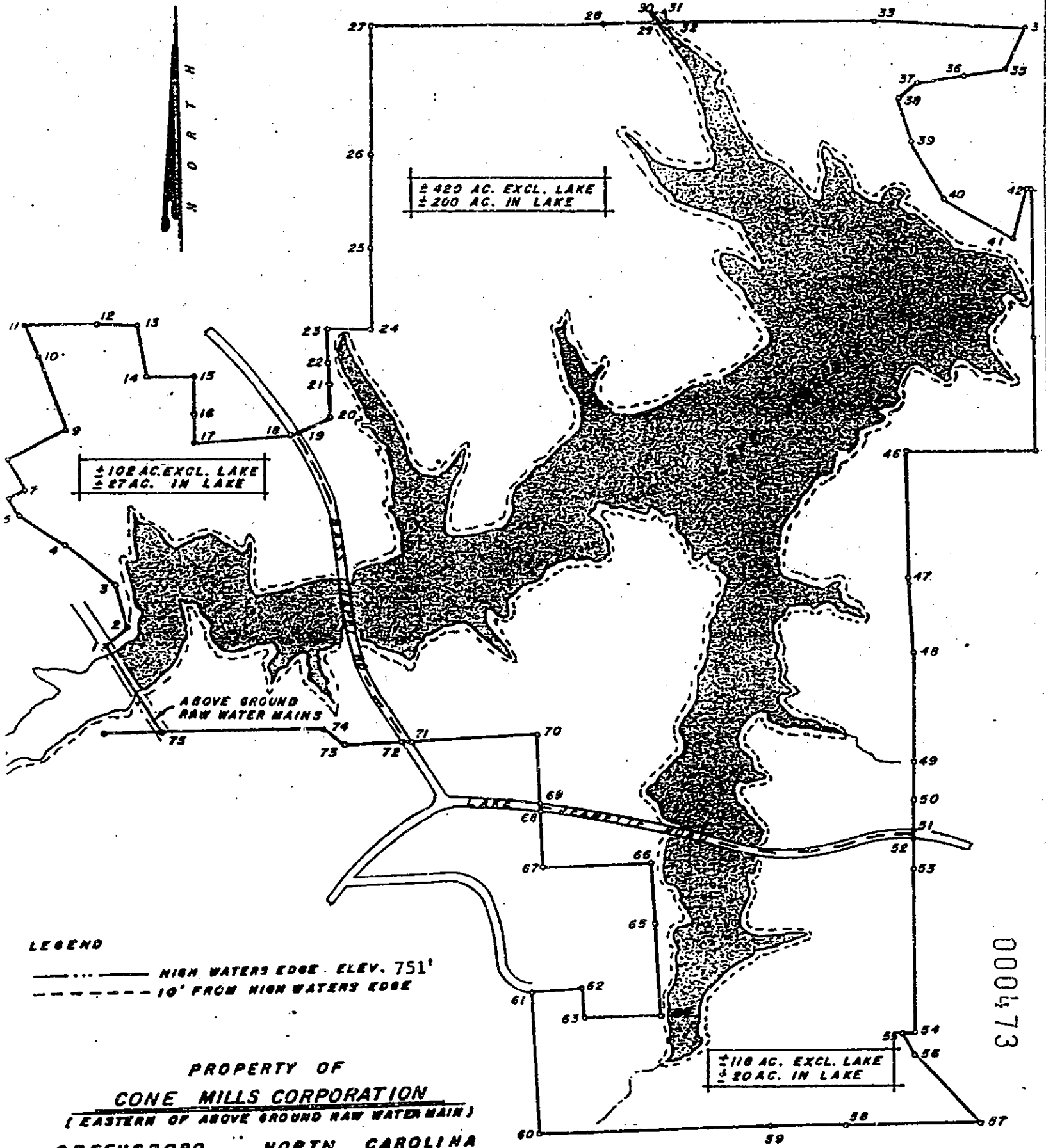
4. Except as modified in paragraph 5 below, in areas where no subdivision plat showing lots adjacent to Lake Jeanette has been recorded, the boundary line of the Lake Tract is as shown on the map attached hereto as Exhibit "B-1."

5. The Lake Tract does not include: (a) any of the rights of way for North Elm Street or Lake Jeanette Road; (b) any of Section Three or Section Four of Lake Jeanette Development; (c) any of the Recreation Area; (d) any of the land included in the easement granted to Lake Jeanette Association, Inc. and located between the Recreation Area and Lake Jeanette; and (e) any right to use the Boat Dock located on such easement or on the Lake.

6. As subdivision plats for additional areas adjacent to Lake Jeanette are recorded, the boundary line of the Lake Tract will change from time to time and will be described in the Declaration of Covenants, Conditions and Restrictions applicable to such areas of Lake Jeanette Development. The premises that are the subject of this lease will automatically be reduced and Exhibits B and B-1 automatically amended upon the recording of such Declarations. Lessor shall promptly furnish Lessee with a written copy of a revised Exhibit B reflecting the amended dimensions of the leased premises.

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EXHIBIT "B-1"



PROPERTY OF  
**CONE MILLS CORPORATION**  
 (EASTERN OF ABOVE GROUND RAW WATER MAIN)  
 GREENSBORO, NORTH CAROLINA  
 MOREHEAD TOWNSHIP - GUILFORD COUNTY, N. C.  
 SCALE 1" = 1000'

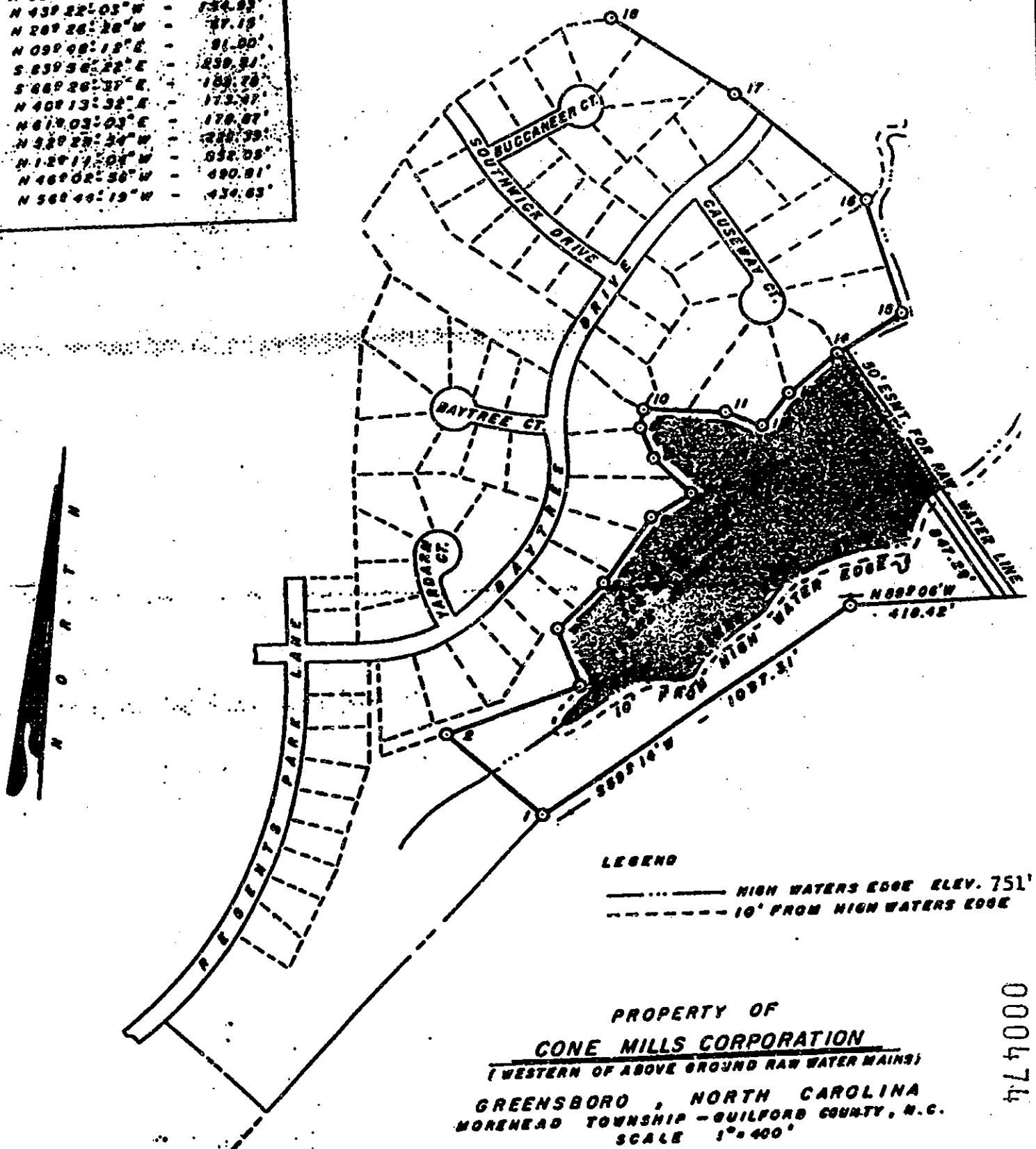
June 3, 1988 - Job No. 86080 By A.W.C.K., Inc. Drawn by: Randy R. Prytle

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L A K E . . . B O U N D A R Y

1	N 48°36'03"W	366.03'
2	N 73°07'13"E	403.78'
3	N 17°02'03"W	107.90'
4	N 40°09'03"E	140.43'
5	N 30°29'28"E	217.60'
6	N 03°40'12"E	138.96'
7	N 43°22'03"W	134.03'
8	N 20°26'20"W	87.19'
9	N 09°48'12"E	91.00'
10	S 83°36'22"E	239.81'
11	S 88°26'37"E	109.70'
12	N 40°13'32"E	173.97'
13	N 61°03'03"E	170.87'
14	N 32°27'34"W	229.79'
15	N 12°17'03"W	632.05'
16	N 46°02'56"W	490.81'
17	N 56°46'19"W	434.63'
18		
19		
20		

EXHIBIT "B-1" Continued



LEGEND  
 - - - - - HIGH WATER EDGE ELEV. 751'  
 - - - - - 10' FROM HIGH WATER EDGE

PROPERTY OF  
**CONE MILLS CORPORATION**  
 (WESTERN OF ABOVE GROUND RAW WATER MAINS)  
 GREENSBORO, NORTH CAROLINA  
 MOREHEAD TOWNSHIP - GUILFORD COUNTY, N.C.  
 SCALE 1" = 400'

000474

June 3, 1988  
 Job. No. 86080

By A.W.C.K., Inc.

Drawn by: Randy R. Pyrtle