

Cammie

TO BE
RECORDED

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by The Persal Corporation, a North Carolina corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

18543

All of that certain parcel of land shown on the plat entitled Stonehedge, Section I, which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 71 Page 126, which is more particularly described in the attached Exhibit A, which is herein incorporated by reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties 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 the Stonehedge 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "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, together with all improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All that land designated "Common Area" as shown and described on the plat entitled Stonehedge, Section I, which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 71, Page 126. The lots numbered other than 13 and 18 and any dedicated streets are not part of the Common Area.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated streets.

Section 6. "Declarant" shall mean and refer to The Persal Corporation, a North Carolina corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

Section 9. "Invitee - User" shall mean and refer to any person who is not a Member of the Association as defined in Article I, Section 7 and Article III, Section 1 of this Declaration who becomes entitled to the use of any common facilities erected on the Properties by paying a separate charge on each occasion that he uses the common facilities.

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 right to use of any common recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 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 Area 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 is signed by at least two-thirds (2/3) of each class of Members, 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 Area and improvements thereon, which regulations may further restrict the use of the Common Area;
- (e) the right of the Association to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Each owner shall be entitled to the use of not more than two (2) automobile parking spaces on a continuing basis, which shall be as near as and as convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. Provided further, that guests of any Owner or Owners may use the parking area during the period that they are guests of the Owner or Owners. No junk or disabled vehicles shall be parked in any parking space or on any part of the Common Area. Any vehicle that is inoperative for a period in excess of fourteen (14) days shall be conclusively presumed to be disabled and, if not removed by its Owner, may be towed from the Properties at the expense of the Owner. No trailer, camper, camp truck, house trailer, boat, bus, commercial vehicle (other than unmarked automobiles used for commercial purposes), or similar vehicles shall be kept upon the Properties. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in the Common Area. Special written permission may be requested from the Board of Directors of the Association to park a camper, boat or trailer upon the common Area subject to such reasonable limitations as to space and time that the Board may see fit to impose.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A Member(s) shall be (i) the Declarant, its successors or assigns, as to Lots on which the Living Unit constructed on that Lot has been rented or leased by the Declarant and as to Lots retained by the Declarant upon the termination of Class B membership, and (ii) all Owners other than the Declarant. Class A Members shall be entitled to one 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 vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned as to which the Declarant is not a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) upon ten (10) years after the date of this Declaration.

With the recording of new sections of Stonehedge and the annexation of additional lands subject to the jurisdiction of the Association, new Class A and Class B memberships shall be created, and any Class A memberships then held by the Declarant shall revert to Class B memberships to be held in common with the Class B memberships created by the annexation of a new section of Stonehedge.

ARTICLE IV.
COVENANT FOR MAINTENANCE 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 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; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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. 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 exterior maintenance of the dwellings situated upon the Lots or for the use and enjoyment of the Common Area, 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 in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be eight hundred and forty dollars (\$840.00) per Lot.

(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner 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 ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to

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an Owner 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 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 Section 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. Both annual and special assessments must be collected on a monthly basis; provided, however, each Lot owned by the Declarant shall be assessed for both annual and/or special assessments at one-fourth (1/4) or twenty-five percent (25%) of the assessment for lots owned by Owners other than the Declarant, but such twenty-five percent (25%) assessment ratio for a particular Lot owned by the Declarant shall terminate immediately upon the transfer of said Lot from the Declarant to an Owner other than the Declarant and thereafter, the full one hundred percent (100%) assessment for such Lot shall apply.

Section 7. Date and Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all Lots in a section of Stonehedge on the first day of the month following the closing on the fifth Lot to be purchased in that section. 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 fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. At the request of an Owner, the Association shall establish an automatic draft of the Owner's bank account for

payment of the Owner's monthly installment. 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 ninety (90) days after the due date shall bear interest from the due date at the rate of eight (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of 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. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first 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 mortgage or deed of trust pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for such assessments as to the payment thereof which becomes 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 liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, a notification of the submission of plans and specifications should be given to the Board, or its designated committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after notification of the submission of plans and specifications has been given, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by the City of High Point.

ARTICLE VI.
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII.
EXTERIOR MAINTENANCE

Section 1. Types of Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot, except exterior decks or patios, which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, steps, stoops and other exterior improvements. Such exterior maintenance shall not include glass surfaces or screens for windows or doors. Water used in the maintenance of the grounds will be obtained from spigots located in the outside walls of individual Living Units, and groundskeeping personnel will make every effort to evenly distribute such use among the Living Units.

Section 2. Costs Subject to Assessments. In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commo-

tion, aircrafts, vehicles, or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, 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. The Owner of a Living Unit shall therefore maintain a North Carolina Standard Fire and Extended Coverage insurance policy in an amount sufficient to repair or replace his or her Living Unit in case of damage resulting from any of the above described events, and the proceeds of said policy shall be promptly applied to the repair or replacement of any Living Unit that is damaged or destroyed by the occurrence of one of the above described events. Each owner shall annually submit to the Board of Directors of the Association a statement certifying compliance with this Section.

ARTICLE VIII. USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No rooms may be rented except as part of the entire Living Unit, and no transient tenants may be accommodated. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family patio home dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration relating to architectural control.

Section 2. Dwelling Specifications. No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches, of less than 800 square feet for a one-story dwelling nor a ground area of less than 450 square feet for a dwelling of more than one story.

Section 3. Trees and Shrubs. No trees, shrubs, or other vegetation or ground cover may be planted or maintained on any Lot by the Owner of that Lot unless approved by the Board of Directors of the Association, or by a groundskeeping committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove a request for planting within thirty (30) days after such request has been submitted to it, a notification of the submission of a request for planting should be given to the Board, or its designated committee. In the event said Board, or its designated committee, fails to approve or disapprove such a request for planting within thirty (30) days after notification of the submission of a request has been given, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, that the Owner of a Lot may plant flowers or ornamental shrubbery in harmony with the general landscape design of the Properties within four (4) feet of the Living Unit, or any deck or patio appurtenant thereto, constructed on the Lot if the Owner maintains the bed or beds in which such planting occurs. Nothing in this Article shall be construed to prevent the Association or its authorized agents from planting or maintaining any tree, shrub or other vegetation or ground cover on the Lot in furtherance of the general landscape design of the Properties.

Section 4. Alteration and Attachments. No Owner shall make structural alterations or modifications of a Living Unit or of the Common Area, including the erection of antennas, aerials, or awnings, the placement of any reflective or other material in the window (other than draperies, blinds, or ordinary shades), or other

exterior attachments, without the written approval of the Board of Directors of the Association. The Board of Directors of the Association shall not approve of any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Properties.

Section 5. Signs. No signs or other advertising devices shall be displayed so as to be visible from the exterior of any Living Unit or be posted in the Common Area, with the exception of a single "For Sale" sign, without the written permission of the Board of Directors of the Association. Provided that nothing herein contained shall prevent the Declarant from erecting signs necessary to the promotion and marketing of units.

Section 6. Animals. No pets other than household pets shall be kept in or on the Properties at any time. No savage or dangerous animal shall be kept. No pets may be raised or bred for sale or maintained for commercial purposes. Further, the Board of Directors of the Association may require the permanent removal of any pet causing or creating a nuisance or unreasonable disturbance or noise and such a decision of the Board of Directors of the Association shall be absolute and final. Moreover, the Board of Directors of the Association may promulgate such further rules and regulations concerning pets kept in or on the Property as it deems just and proper. Any cleaning or repair of the Common Area as a result of damage or soiling by a pet shall be the responsibility of the Member who owns that pet, and, upon the failure of that Member to promptly clean or repair such damage, the Board of Directors of the Association is authorized to have such cleaning or repair performed and collect the cost thereof from that Member.

Section 7. Prohibition on Use. The Common Area and that portion of any Lot not occupied by the Living Unit, or any deck or patio appurtenant thereto, constructed on the Lot shall not be used for storage of supplies, personal property, or trash or refuse of any kind, except that trash or refuse may be stored in the mobile toters provided for the use of individual Owners, which shall be stored in the housings provided for that purpose. Neither shall the Common Area or the unoccupied portion of any Lot be used in any way for the drying, shaking or airing of clothing or other fabrics. Steps, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way, nor shall unauthorized persons or pets play therein or thereon or use them for other than their intended purposes. In general, no activity shall be carried on nor any condition maintained by any Owner, upon either a lot or the Common Area, which despoils the appearance of the Properties.

Section 8. Nuisances. No nuisance shall be allowed upon the Properties and no person shall engage in any use, practice or activity upon such Properties which is noxious, offensive or a source of annoyance to any Owner or which interferes with the peaceful possession and proper use of the Properties by an Owner. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, and no fire hazard shall be allowed to exist. No Owner shall permit any use of his Living Unit or make any use of the Common Area which will increase the rate of insurance upon the Properties or cause the insurance to be subject to cancellation.

Section 9. Damages. All damages to any portion of the Common Area caused by an Owner, his family, friends, guests or servants shall be paid for by the Owner.

ARTICLE IX.
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, easements for installation and maintenance of utilities servicing individual Living Units will be taken as necessary by the providers of utilities. Within these easements no structure, 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.

ARTICLE X.
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions 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. 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 Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be properly recorded.

Section 4. Annexation. Additional property may be annexed to the Properties and made subject to this Declaration and the jurisdiction of the Association in accordance with the following procedures:

(a) Except as otherwise provided in subparagraph (b) of this Section 4, annexation of additional property shall require the consent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-

thirds (2/3) of the Class A membership or ~~555 2#8238 #00000.50~~ (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

(b) If within ten (10) years of the date of incorporation of this Association, the Declarant shall develop additional lands within the area described in the metes and bounds description attached hereto as Exhibit B and incorporated by reference, such additional lands may be annexed to said Properties without the assent of the Class A members. The Declarant shall have the authority to determine the number of acres to be annexed, the size and number of Lots, types and sizes of dwellings erected thereon and other matters incident to the development of such additional land.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized representative, this the 31st day of August, 1982.

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THE PERSAL CORPORATION

By Ron D. Crowder
Vice President

Attest:

A. P. Davis
Secretary



NORTH CAROLINA
GUILFORD COUNTY

I, Joyce C. Price, a Notary Public, do hereby certify that George P. Davis personally came before me this day and acknowledged that he is Secretary of The Persal 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 himself as its Secretary.

Witness my hand and official seal, this the 31st day of August, 1982.

Joyce C. Price
Notary Public

JOYCE C. PRICE
NOTARY PUBLIC
RANDOLPH COUNTY, N. C.

My Commission Expires:

March 19, 1987

NORTH CAROLINA - GUILFORD
The foregoing certificate(s) of
Joyce C. Price

A Notary (Notaries) Public is
(are) certified to be correct.

This SEP 2 - 1982
Kay F. Patseavouras, Register of Deeds
Assistant/Deputy, Register of Deeds

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, N. C.

SEP 2 12 30 PM '82

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EXHIBIT A

BEGINNING at an iron pipe in the eastern property line of Lot 86 of the Colony Park Subdivision, a plat of which is recorded in Plat Book 49 at Page 93, in the Guilford County Registry; and from said point of beginning thence with the eastern property line of Lot 86 of said subdivision, the eastern margin of Chatfield Drive as it now ends in the Declarant's western property line, the eastern property lines of Lots 85, 84, 83 and a part of the eastern property line of Lot 82 of said subdivision, North 06 deg. 08 min. East 515.68 feet to an iron pipe; thence South 83 deg. 52 min. East 417 feet to an iron pipe; thence South 14 deg. 16 min. 16 sec. West 394.84 feet to an iron pipe; thence along a curve to the right (having an arc of 149.78 feet) a chord bearing and distance of South 48 deg. 05 min. 04 sec. East 148.47 feet to an iron pipe; thence South 55 deg. 04 min. 40 sec. West 52 feet to an iron pipe; thence South 71 deg. 35 min. 46 sec. West 52.36 feet to an iron pipe; thence South 87 deg. 17 min. 45 sec. West 61.26 feet to an iron pipe; thence North 79 deg. 51 min. 38 sec. West 134.80 feet to an iron pipe; thence South 56 deg. 30 min. 50 sec. West 58.42 feet to an iron pipe in an existing sanitary sewer right-of-way; thence North 64 deg. 14 min. 52 sec. West 164.24 feet to an iron pipe, being the point and place of BEGINNING, said property being 5.00 acres, more or less, and being more particularly shown on that plat of Stonehedge, Section I, dated 6/8/82 prepared by Trulove Engineers, Inc., which is recorded in Plat Book 71 at Page 126, in the Guilford County Registry.