

# CLUBSWAY



...Inspired living



*Clubs Way*

## *Clubs Way*

*A uniquely small community in a wonderful wooded area . . .*

There are two plans to choose from, the Aspen and the Magnolia. Both plans can be built on slab or crawl, and there are even two lots that will have basements.

### *Standard Exterior Features:*

Brick veneer with stone accent and vinyl shake  
Maintenance free vinyl covered boxing  
Architectural style roofing with 30 year warranty  
Concrete walk, driveway and rear covered patio or deck  
Two car garage with carriage style doors  
Private loop driveway  
Irrigation in front and side yards

### *Standard Interior Features:*

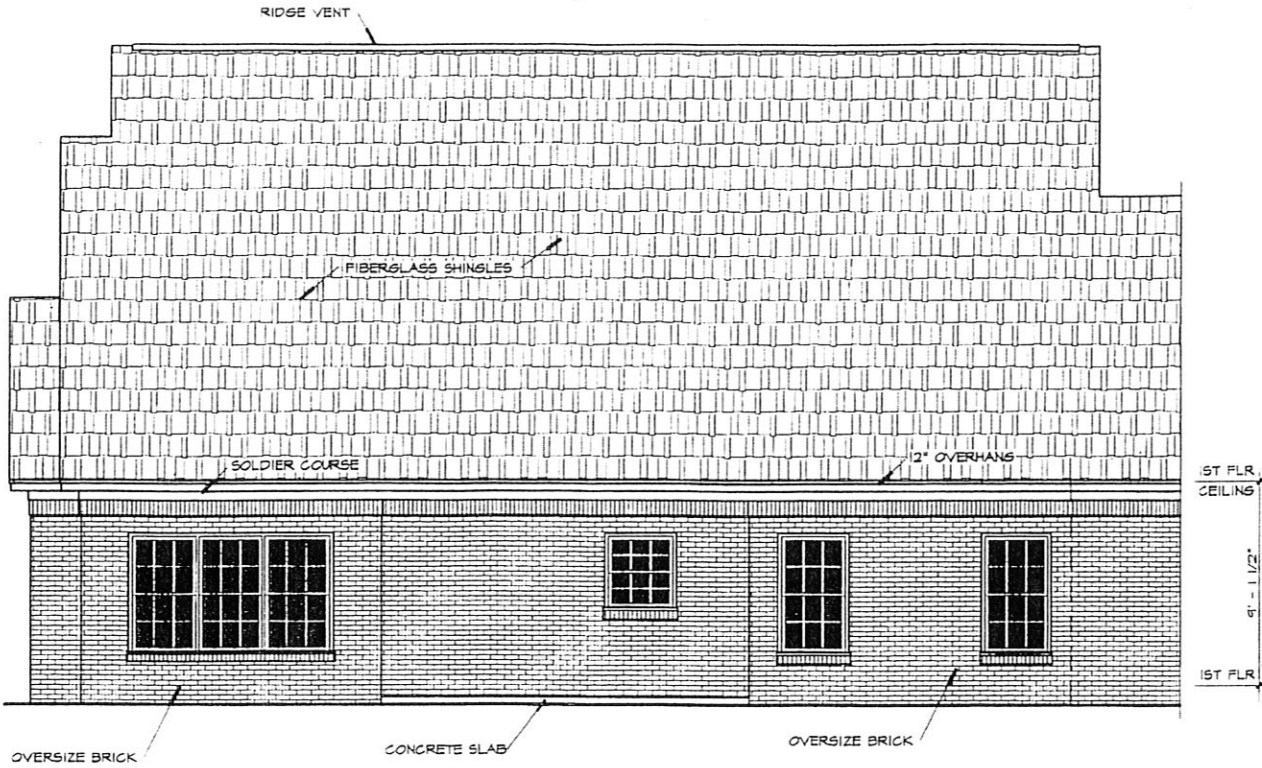
Nine foot ceilings  
Crown moulding in living areas  
Flat Panel Roman style interior doors  
Brushed nickel hardware with levered handles  
Built in cabinetry  
Ceramic tile kitchen, laundry & baths  
Granite tops in kitchen  
Bonus room  
Tray ceiling in great room  
Separate shower and garden tub in master bath  
Stainless Steel appliances  
Security prewire in all homes

### *Upgrade Options:*

Hardwood flooring  
Plumbing fixtures in brushed nickel or oiled bronze  
Pot filler  
Granite tops in bathrooms  
Tile backsplash  
Full melamine closets  
Additional crown  
Dry stack stone fireplace with hearth  
Any other ideas? Just ask! ☺

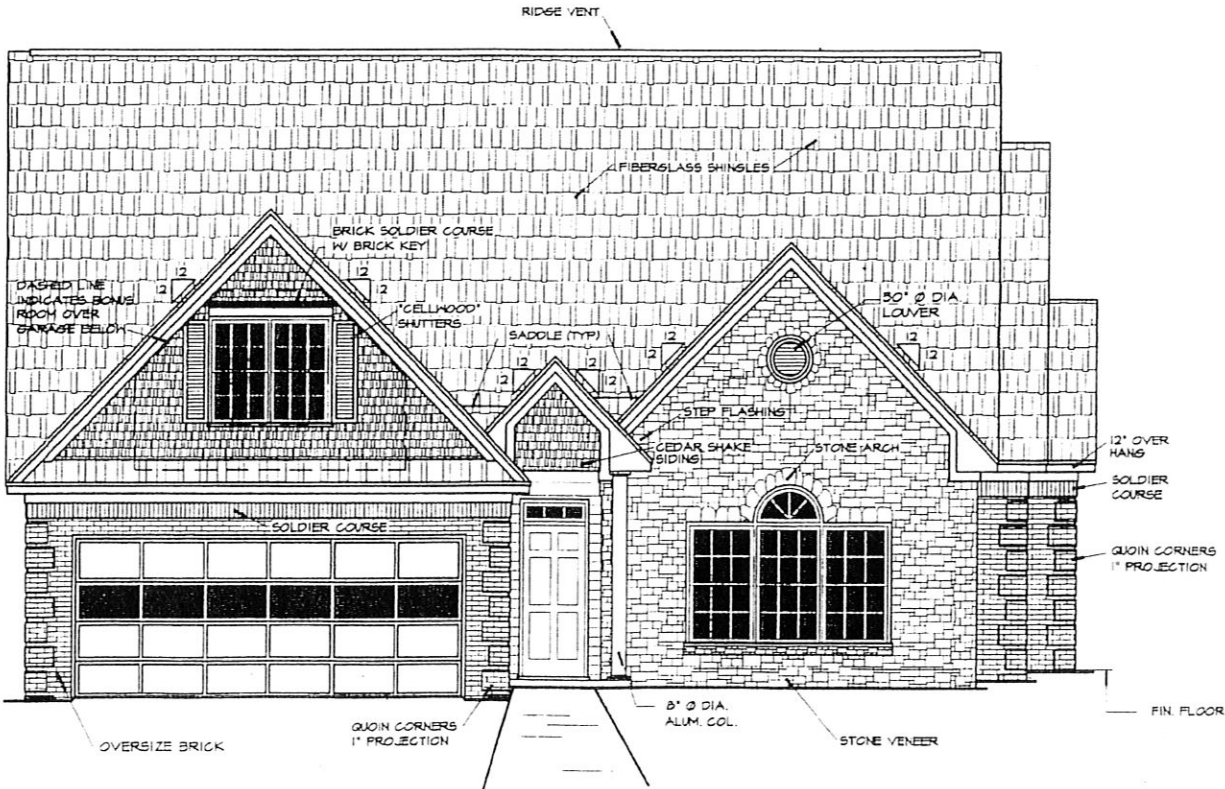
*Restrictive Covenants* – copy available upon request

# The Aspen



**A4.103 REAR ELEVATION**

SCALE: 1/4" = 1' - 0"



**A4.102 FRONT ELEVATION**

SCALE: 1/4" = 1' - 0"

SHOWN RIGHT HAND (LEFT HAND SIMILAR)

REVISIONS	DATE

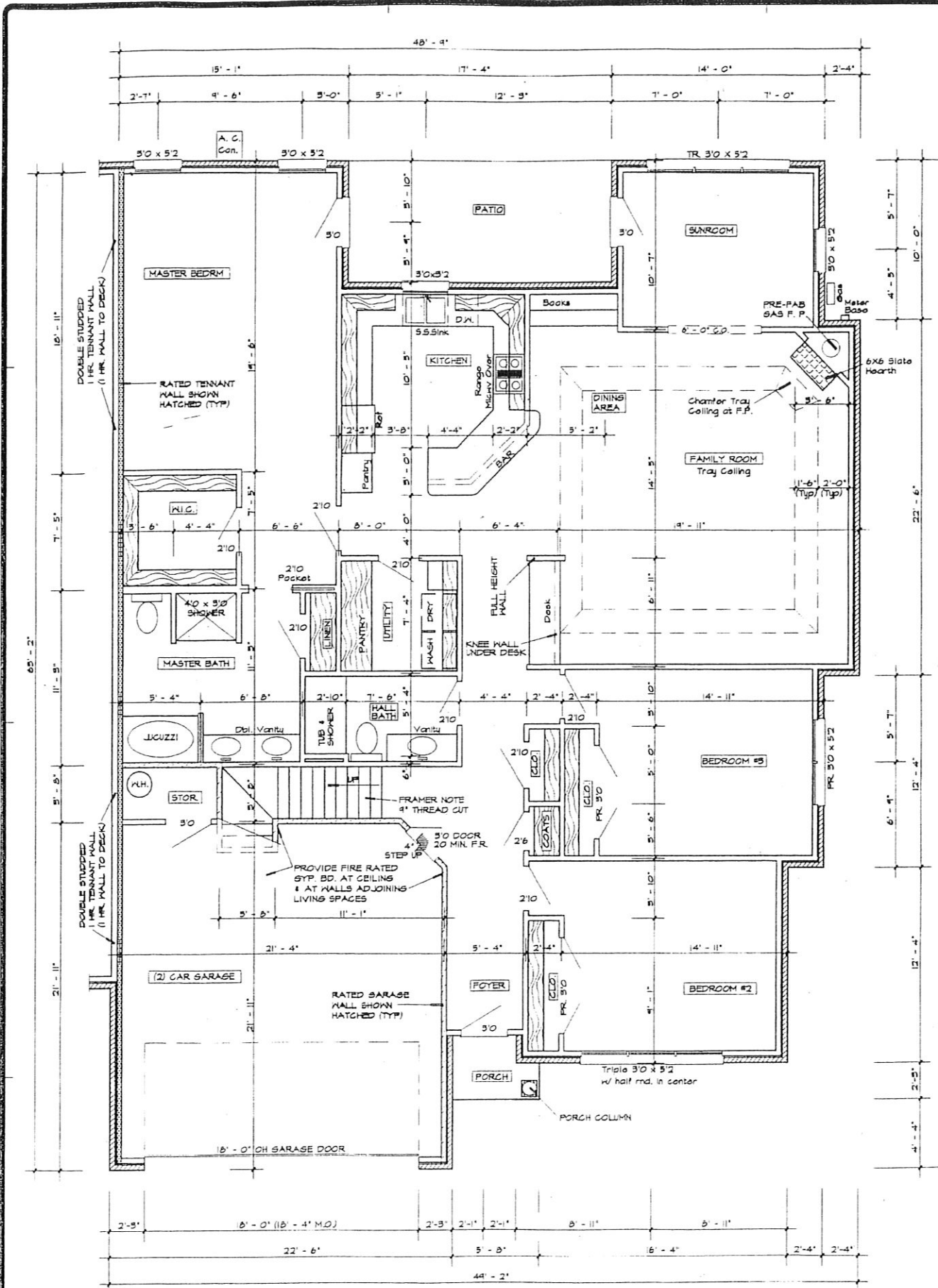
Corporate Design Center, Inc.  
 Design - Estimating - CAD  
 Construction Management  
 4110 Duffery Lane  
 Greensboro, N.C. 27407  
 (336) 294-3913  
 FAX: 336-299-2152  
 e-mail jerryaz@yahoo.com



PROPOSED TOWNHOUSES FOR:  
**CLUBSWAY TOWNHOMES**  
 High Point, North Carolina  
**HOLBROOK & ASSOCIATES, INC.**  
 Post Office Box 5727  
 High Point, North Carolina 27262

PROJECT No.:
DRAWN SAYGE
CHECKED SCYas
DATE Feb. 28, 2007
SCALE As Shown
JOB NO.
SHEET
<b>A4.1</b>
OF SIX SHEETS

Aspen



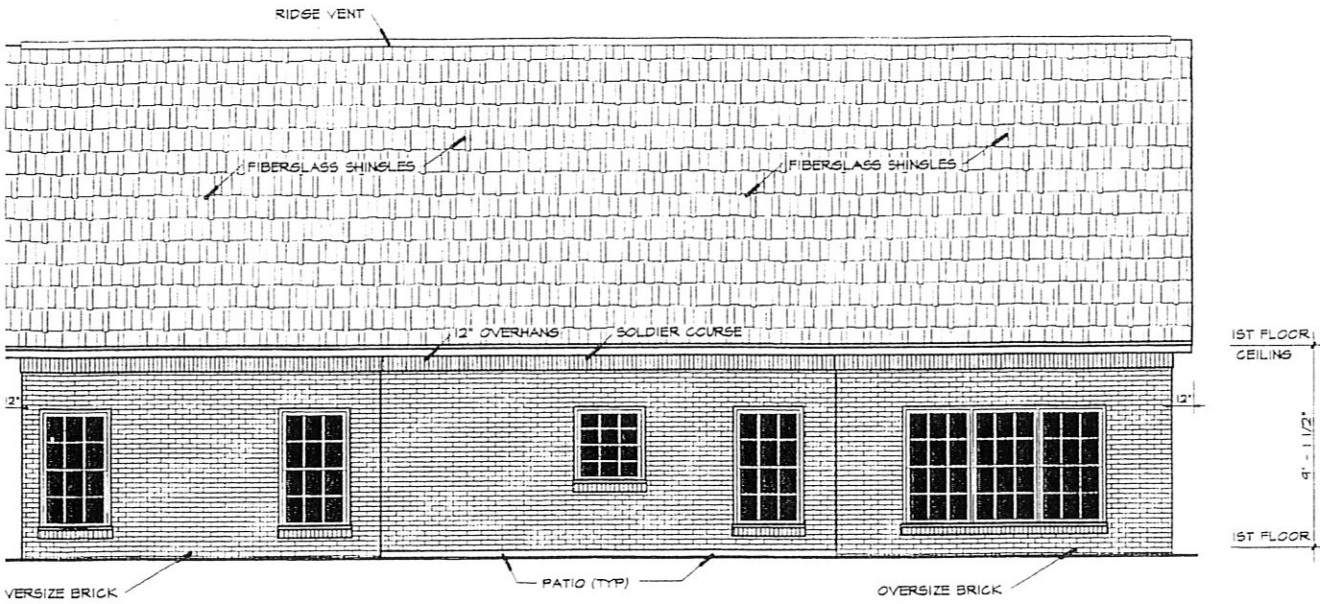
SQUARE FOOTAGE TOTALS	
HEATED	2144 S.F.
FRONT & REAR PORCH	172 S.F.
GARAGE & STORAGE	495 S.F.
OVERALL TOTAL	2745 S.F.

A4.101 THREE BEDROOM/2 CAR TYPE "B8R" FLOOR PLAN

SCALE: 1/4" = 1' - 0"

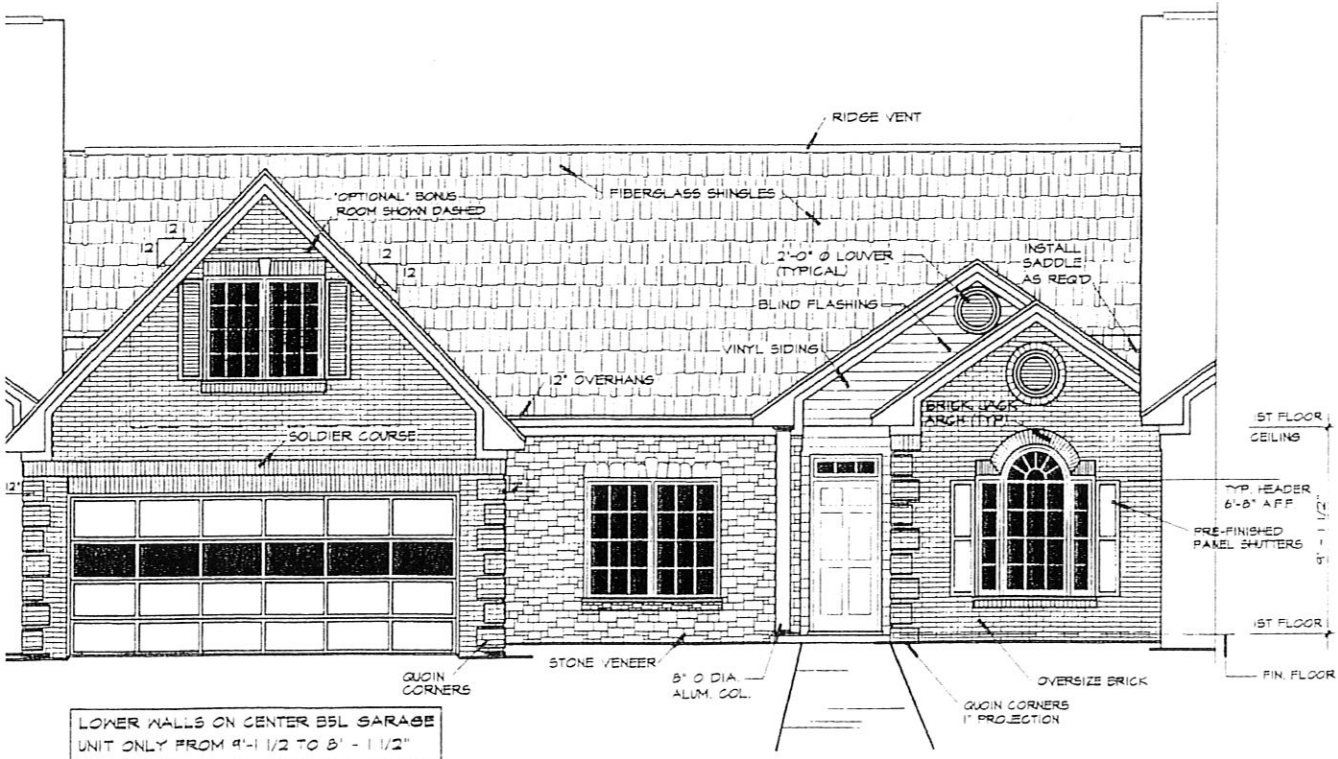
DWG. NO. 101

# The Magnolia



**A3.103 REAR ELEVATION**

SCALE: 1/4" = 1' - 0"



**A3.102 FRONT ELEVATION**

SCALE: 1/4" = 1' - 0"

REVISIONS	DATE

Corporate Design Center, Inc.  
 Design - Estimating - CAD  
 Construction Management  
 4110 Duffers Lane  
 Greensboro, N.C. 27407  
 (336) 294-3913  
 FAX: 336-299-2152  
 e-mail: jerryoz@yahoo.com

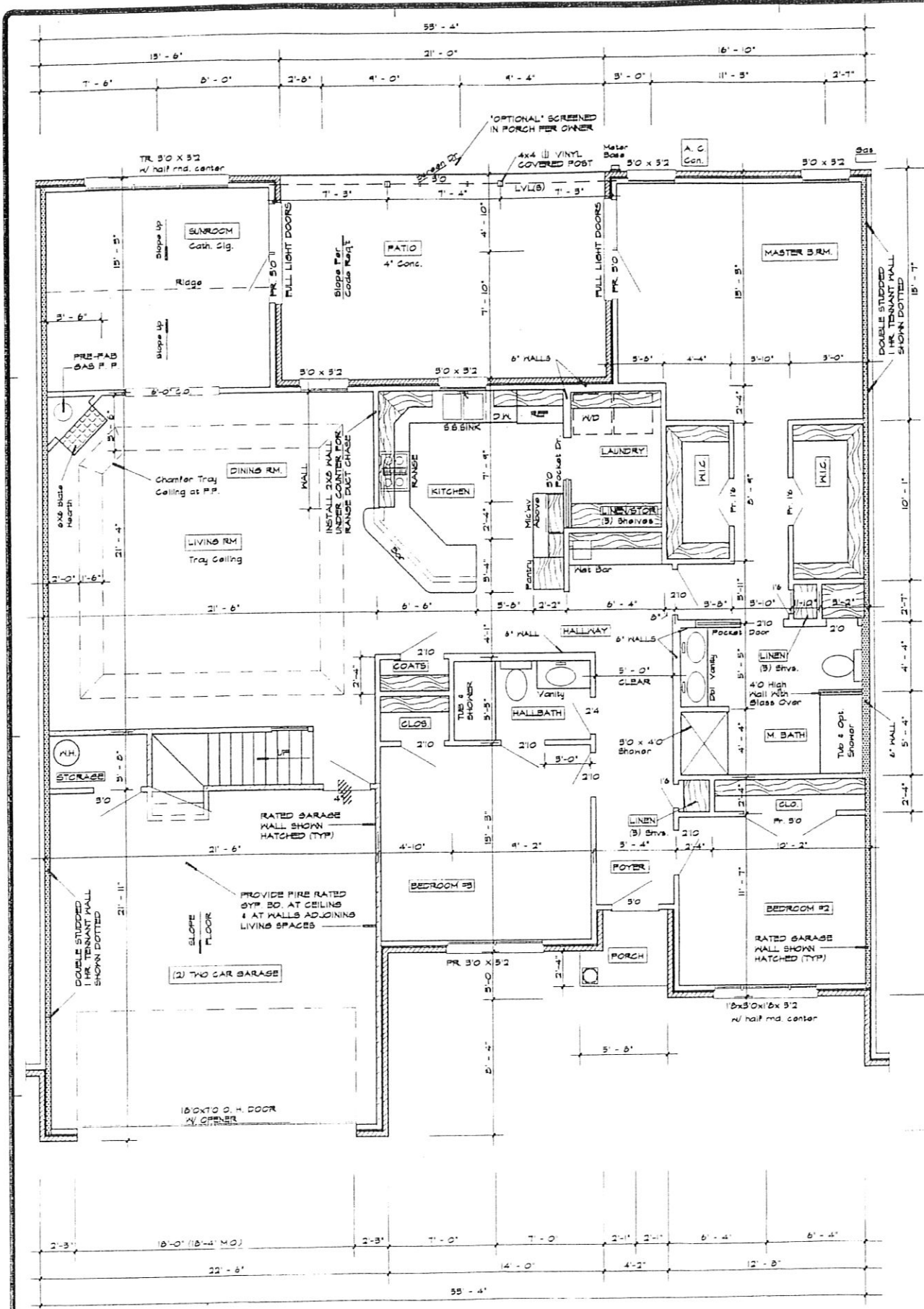


PROPOSED TOWNHOUSES FOR:  
**CLUBSWAY TOWNHOMES**  
 High Point, North Carolina

**HOLBROOK & ASSOCIATES, INC.**  
 Post Office Box 5127  
 High Point, North Carolina 27262

PROJECT No.
DRAWN SAYGB
CHECKED SCYGB
DATE Feb 27 2007
SCALE As Shown
JOB NO.
SHEET <b>A3.1</b>
OF SIX SHEETS

Magnolia



SQUARE FOOTAGE TOTALS	
HEATED	2121 SF
BONUS ROOM	260 SF
GARAGE	445 SF
<b>OVERALL TOTAL</b>	<b>2826 SF</b>

## A3.101 THREE BEDROOM/2 CAR TYPE "B5L" FLOOR PLAN

SCALE: 1/4" = 1' - 0"

FILE NAME



2008006858

GUILFORD CO, NC FEE \$41.00

PRESENTED & RECORDED:

01-30-2008 02:34:56 PM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: ROBBIN M MILLIKEN

DEPUTY-HP

BK: R 6843

PG: 1434-1443

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB'S WAY (as may be amended or supplemented as set forth herein, "Declaration") is made this 9<sup>th</sup> day of January, 2008 by PROGRESS LAND DEVELOPMENT, LLC, a North Carolina Limited Liability Company (herein, the "Declarant").

WITNESSETH:

A. Declarant is the owner and developer of certain real estate in High Point Township, Guilford County, North Carolina, and more particularly described on Exhibit A attached hereto and made a part hereof (herein, the "Property" or "Subdivision"); and

B. Declarant is developing the Property known as CLUB'S WAY by subdividing it into Lots that are to be used for residential purposes and will convey the foregoing described real property, and/or individual parts of it, subject to certain protective covenants, conditions, restrictions, reservations, and charges as are herein set forth.

NOW THEREFORE, Declarant hereby declares all of the real property described above to be held, sold, and conveyed, subject to the following covenants, conditions, and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

ARTICLE I  
DEFINITIONS

- A. "Declarant" shall mean and refer to PROGRESS LAND DEVELOPMENT, LLC, a North Carolina Limited Liability Company, its successors and assigns.
- B. "Default" shall mean any violation or breach of, or any failure to comply with the Restrictions and/or this Declaration.

- C. "Development Period" means the period commencing on the date on which this Declaration is recorded in the Guilford County Register of Deeds and terminating on the earlier to occur of (i) when Declarant has conveyed its fifth (5<sup>th</sup>) Lot to an Owner and the City of High Point has issued Certificates of Occupancy for the Dwellings constructed on the said five Lots; or (ii) the date that Declarant declares in writing the end to the Development Period.
- D. "Dwelling Unit" shall mean and refer to the individual family living unit on an individual Lot.
- E. "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision map or plat of the Properties.
- F. "Plat" shall mean and refer to the record plat of the Subdivision or any one or more of its Lots recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time.
- G. "Planned Community Act" shall mean and refer to the North Carolina Planned Community Act, currently codified as Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time.
- H. "Owner" shall mean and refer to the record owner whether one or more people or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.
- I. "Property" or "Subdivision" shall mean and refer to that certain real estate described in Exhibit A and all other real estate that may be annexed into this Declaration and the Association by the Declarant.
- J. "Restrictions" shall mean all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, all notices, rules and regulations issued in accordance with this Declaration.

ARTICLE II  
ARCHITECTURAL CONTROL

A. Architectural Control:

1. No alteration to front of structures. No structure or construction, including but not limited to, fences, or walls, shall be erected, placed, altered, or permitted to remain between the front of any Dwelling Unit to the common private driveway unless the construction plans and specifications shall be approved by a majority of the Owners. Right of approval shall extend, but not exclusively, to quality of materials, harmony of external design with existing structures, location with respect to topography, and finished grade elevation. Approval shall be deemed to have been given upon failure of a majority of Owners to disapprove a request within thirty (30) days from time of submission of such request to each Owner in writing.
2. Other Prohibitions. No construction, improvements, alterations, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Dwelling Unit, any Lot, or the improvements located thereon from its improved state existing on the date of receipt of the Certificate of Occupancy form the City of High Point shall be made or done without the prior written approval of a majority of the Owners. Approval shall be deemed to have been given upon failure of a majority of

Owners to disapprove a request within thirty (30) days from time of submission of such request to each Owner in writing. The restrictions in this section shall not apply to any construction, improvements, alterations, change of paint colors, excavations changes in grade or other work to the rear of any Dwelling Unit or Lot.

3. The provisions of this Article shall not apply to the construction of rear yard privacy fencing, decks, patios, and other related construction which does not require grading of the Lot, or rear yard landscape plantings.

### ARTICLE III USE RESTRICTIONS

- A. Residential Use. The Property shall be used for residential purposes only and no Lot or building thereon shall be used for the purposes of trade, business, or manufacturing. No structure, other than the main dwelling, shall be used as a dwelling, either permanently or temporarily.
- B. Antennas/Satellite Receivers. No exposed or exterior radio or television transmission or receiving antennas (not including a satellite receiving dish of less the 36 inches in diameter) shall be erected without the prior written approval a majority of the Owners. In any instance, no television antenna, basketball backboards, play houses, swings, playground equipment, or pet lots shall be affixed or placed in the front yard of any residence, and any such equipment shall be a minimum of fifteen (15) feet from the side or rear lot lines. No satellite or microwave dish or other receiver shall be located so as to be visible from the front of the Lot.
- C. Swimming Pools. No above-ground swimming pools shall be permitted. All in-ground swimming pools must be enclosed with a gated fence.
- D. Redivision of Lots. No lot may be subdivided to provide additional building lots, its boundary lines changed, nor shall any street be laid out or opened across or through any lot. This section shall not prevent the combination of two or more contiguous lots into one larger lot. Upon such combination, the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.
- E. Animals. No animals other than dogs, cats, or similar household pets, shall be kept on any Lot. No animals of any kind may be kept, bred, or maintained on any lot for any commercial purposes. All pets shall be confined to their owner's premises unless kept on a leash or under strict voice command of its owner.
- F. Signs. No sign of any kind shall be displayed or maintained on any Lot or on any structure, except one sign of not more than five (5) square feet advertising the property for sale or rent shall be allowed.
- G. Off-Street Parking. All structures and driveways shall be constructed so as to allow for adequate off-street parking for all vehicles. No vehicles may be parked in any way other than in the garage, driveway or paved parking pad of the residence. No Vehicles may be parked in the common private driveway other than for special private functions of limited duration and in not such a manner as to block said driveway. No vehicles may be parked in the yard of any residence. No vehicles, boats, trailers, or recreational vehicles shall be

parked or stored on any street. No commercial vehicles shall be parked on any street longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

- H. Nuisances. No illegal, noxious, or offensive activities or materials, including any that might become a nuisance, safety hazard, or any annoyance to the neighborhood shall be permitted upon any Lot.
- I. Junk Automobiles. No junk or disassembled automobiles, or other similar salvage, may be stored or permitted to remain on any Lot.
- J. Fences. No fence shall be constructed or allowed to remain in the front yard of any residence. No chain link or similar fence shall be allowed on any lot. Fence height shall be limited to no higher than six (6) feet.
- K. Garbage Cans. All garbage cans, mobile toters, recycling toters or bins shall not be stored in the front of any Dwelling Unit and shall remain in such location other than on the required garbage pickup day.

#### ARTICLE IV BUILDING GUIDELINES

- A. Building Type. No structure shall be erected or allowed to remain on any Lot except one detached single-family dwelling of the same or similar architectural design as that constructed by Declarant and other outbuildings incidental to residential use of the lot. No mobile, modular, nor kit home shall be allowed on any Lot.
- B. Only Permanent Structures. No structure of a temporary character shall be erected or allowed to remain on any Lot, and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall be used as a residence either permanently or temporarily, except that construction and/or sales trailers of a temporary nature may be authorized in writing by the Declarant.
- C. Placement. The main dwelling on any Lot shall not be erected or allowed to remain facing in any direction except toward the common private driveway abutting the front of said Lot.
- D. Setbacks. The front, rear and side setbacks shall determined as set forth on the recorded plat(s). The Declarant reserves the right to waive minor violations of this requirement. A minor violation is that which does not exceed ten percent (10%) of the requirement.
- E. Building Materials. No external wall shall utilize asbestos, asphalt, or shingles of similar substances, concrete blocks, cinder blocks, slag blocks, or blocks of similar appearance, and no foundation shall be constructed of similar such blocks. However, said blocks may be used as an inner wall if covered with brick siding or other suitable materials. All dwellings shall be constructed of shingled roofs, and exteriors of brick, or siding approved by the Association. No dwellings with exteriors consisting solely of vinyl siding will be allowed. Screens shall not be allowed on the front windows of any Dwelling Unit.
- F. Landscaping. No Lot shall be clear cut of the indigenous trees. The front yard of each lot shall be kept only as a lawn, including trees, flowers, and shrubs in a manner which is

common to all Lots. All areas of disturbed soil due to construction shall be promptly reseeded with a variety of grass or plant matter known to thrive in the Piedmont area of North Carolina so as to prevent erosion and off-site runoff of soil.

- G. Roofs. No flat roofs of any type shall be allowed. Only roofing shingles known as and referred to in the roofing trade and industry as "architectural shingles" or "dimensional shingles" shall be used in the construction of the roof of any structure.
- H. Driveways. All driveways shall be paved in concrete, asphalt, or other materials approved by the Declarant. Each residence shall have a separate driveway extending from the edge of the cross access easement/common driveway affronting said residence to the garage. The driveway must be no less than eighteen (18) feet in width at all points. No driveway may be constructed of a "tar and gravel," "pea gravel" or similar mixture.
- I. HVAC Equipment. All heating, ventilation, and/or air conditioning equipment, unit or apparatus shall be installed other than in the rear or sides of any residence.
- J. Mailboxes. No receptacles, tubular or otherwise, commonly used primarily for placement of newspapers or advertisements shall be allowed. All mailboxes shall be identical.
- K. Utility Lines. All utility lines servicing residences shall be placed underground.

ARTICLE V  
MAINTENANCE

- A. The Owner of Each Lot shall have the sole responsibility for maintenance of said Lot and any Dwelling Unit or other improvements located thereon, including, but not limited to, roof, exterior, interior, and all the various systems contained therein, and all concrete walkways and parking pads located on such Lot
- B. Cleanliness. The exterior of each Dwelling Unit and Lot shall be maintained and preserved in a clean, orderly, and attractive manner and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted in such a manner and with such frequency as is consistent with good property management. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkempt conditions, structures, or grounds on his Lot.
- C. Common Driveway. An easement for a common driveway exists over a portion of each of the six Lots of the Property as documented on the Declaration of Easement. Each Owner shall be responsible for its pro rata share of the maintenance expense of said common driveway based on the number of Lots owned by said Owner. Maintenance of said common driveway shall be required upon a vote of two-thirds of the Lot Owners in the Property. Maintenance shall include, but not be limited to, patching, sealing and paving of the common driveway.

ARTICLE VI  
EASEMENTS

- A. Drainage and Utilities. Easements for installation and maintenance of utilities and drainage

facilities are reserved as shown on the recorded plat, and the Declarant hereby reserves an easement ten (10) feet in width along the front, rear, and sides of each Lot. Within such easements, no structures, planting, or other materials 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 impede the flow of water through drainage channels in the easements. A driveway and/or sidewalk may cross an easement adjacent to a street.

- B. Use of Easement. Any use of the rights and easements granted and reserved in this Article shall be reasonable. If any damage, destruction, or disturbance occurs to a Lot as a result of the use of any easement or right, the Lot shall be restored by, or at the direction of, the Association promptly in a reasonable manner at the expense of the person or persons making the use of the easement or right that resulted in the damage, destruction or disturbance. No easement may be granted across, through, over, or under any Lot which materially restricts ingress and egress to the Lot unless reasonable alternate ingress and egress is provided or unless the restrictions is only temporary. All easements reserved hereunder shall be perpetual and non-exclusive.
- C. Reservation of Access Easement by Declarant. Declarant reserves an easement for itself, its grantees, successor and assigns, to enter upon the Subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, land, walkway or right-of-way. The easement shall be over the sidewalks, common driveway and other access ways of the Subdivision. This reservation of access easements and the right of connection should be construed liberally in favor of the Declarant, in order to facilitate the development of all or any portion of the Subdivision.
- D. Reservation of Construction Easement by Declarant. The Declarant reserves the non-exclusive right and easement to temporarily go upon the Subdivision in order to complete the development of the Subdivision and the construction of the improvements to be located therein. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt. After the construction is finished, Declarant must, at Declarant's cost, repair any damage done to the Subdivision including to any landscaping.
- E. Common Driveway Easement. Pursuant to the Declaration of Easement, Declarant hereby grants to all Lot Owners, the non-exclusive right of ingress and egress on, over and across the Common Driveway (herein, "Common Driveway") to be located on a portion of the Subdivision. Notwithstanding the foregoing to the contrary, no part of the Common Driveway shall be dedicated or transferred to a unit of local government without acceptance of the unit of local government involved.
- F. Declarant's Easements: General. The easements and grants reserved for and granted to the Declarant also benefit and bind any heirs, successors and assigns of Declarant and their respective guests, invitees or lessees, including, without limitation, assignees of Declarant who do not own property within the Subdivision.
- G. Easements to Run with Land. All easements and rights described in this Article are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other person or entity now or hereafter having an interest in the

Subdivision, or any part or portion of it.

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~~H. Reference to Easements and Deeds. Reference in the respective deeds of conveyance or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as those such easements and rights were recited fully and set forth in their entirety in such instruments.~~

ARTICLE VII  
MISCELLANEOUS

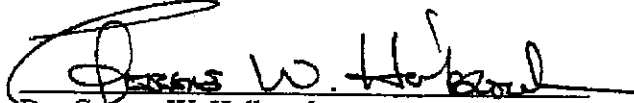
- A. Waiver of Violations. The Declarant may waive any violation of, or grant a variance from, any provision of these restrictive covenants at its sole discretion by written consent in recordable form. A waiver or variance of a restriction by the Declarant shall be conclusive upon all parties bound by these covenants. No waiver or variance of a violation by the Declarant may be construed to be a waiver of any other or subsequent violation of the same or other restriction. Declarant may assign or transfer this authority to another person or entity by an appropriate instrument in writing to another person or entity by executing an appropriate instrument in writing recorded in the Office of the Register of Deeds of Guilford County. Upon the end of the Development Period, a waiver of a violation or the granting of a variance from any provision of these restrictive covenants may be granted upon a majority vote of the Owners of Lots, not including the Owner seeking the waiver or variance.
- B. Severability. The invalidation of any one or more of the provisions of these covenants by judgment, court order, or otherwise, shall not in any way affect any of the other covenants which shall remain in full force and effect.
- C. Annexation by Declarant. The Declarant may annex additional areas or lands by recording in the Guilford County Register of Deeds a Declaration of Covenants, Conditions, and Restrictions duly executed by the Declarant describing the lands annexed and incorporating by reference the provisions of this Declaration, and making such modifications or additions to this Declaration as may be necessary or desirable for the annexed area.
- D. Enforcement. The Declarant, and upon the end of the Development Period, 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 this Declaration. Failure by the Declarant or 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. If the Declarant or any Owner seeks enforcement of these covenants and a breach is established, the Declarant or Owner shall also be entitled to recover all costs incurred in enforcing these covenants, including, without limitation, its reasonable attorney fees and expenses of litigation.
- E. Limited Liability. Notwithstanding any other provisions of these covenants, the Declarant shall not be liable for any act or omission in connection with the enforcement of, or failure to enforce or take any action permitted, or required by, these covenants, and each Lot Owner as a material part of the consideration for the acquisition of such Owner's Lot,

releases the Declarant and its agents and employees from all such claims and liabilities.

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- ~~F. Minor Amendment. Declarant, and its successors and assigns, shall be allowed to amend these Restrictive Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the Owners therein. This right may be exercised, and shall be effective, only upon the recording of a "Corrected Declaration" or similar document outlining the amendment, in the Office of the Register of Deeds of Guilford County, which such document shall specifically reference this document, and the specific provisions impacted.~~
- G. Assignment. The Declarant hereby reserves the right, by the recording of an assignment in the Office of the Register of Deeds of Guilford County, to assign all, or a part of, its rights, duties, and obligations contained herein, including specifically, but not as a limitation, its approval rights as established herein, to a third party. If such assignment is made, the assignee shall have such rights, duties, and responsibilities as though named Declarant herein.
- H. Term. The covenants, conditions, and restrictions of this Declaration shall bind and inure to the benefit of the Declarant, its successors and assigns, and all Owners acquiring Lots in the Subdivision from the Declarant and/or such Owners of Lots and shall run with the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at any time after expiration of the initial twenty-five (25) year term, an instrument terminating or modifying them is executed and recorded in the Office of the Register of Deeds of Guilford County by a two-thirds majority of the then Owners of the Lots, each Lot being entitled to one vote.
- I. Amendment. This Declaration may be amended by an instrument signed by not less than the two-thirds of the Owners. Prior to the conveyance by Declarant of one hundred percent of the Lots, Declarant may amend this Declaration in its own discretion. Any amendment must be in writing and properly recorded in the Office of the Register of Deeds of Guilford County, North Carolina.
- J. Construction. These covenants are not to be construed strictly against the Declarant, but fairly in accordance with their intent, which is to provide a uniform scheme for the orderly and attractive development of Club's Way and to preserve and protect the neighborhood for the benefit of the Declarant and all future Owners of Lots in the Subdivision.

IN WITNESS WHEREOF the Declarant has caused these covenants to be executed and sealed in its name by its duly authorized officer this the 9<sup>th</sup> day of January, 2008.

PROGRESS LAND DEVELOPMENT, LLC

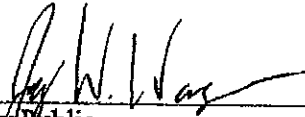
  
By: George W. Holbrook  
President

STATE OF NORTH CAROLINA

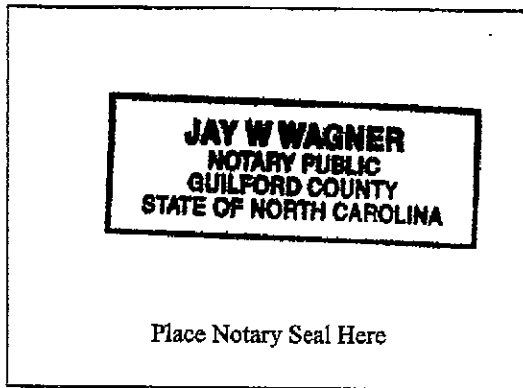
GUILFORD COUNTY

I, Jay W. Wagner, a Notary Public for said County and State, do hereby certify that George W. Holbrook, being a Manager of Progress Land Development, LLC, personally appeared before me this day and acknowledged that he/she is a Manager of Progress Land Development, LLC and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him/her as its Manager.

Witness my hand and official stamp or seal, this 9<sup>th</sup> day of January, 2008

  
Notary Public

My Commission Expires 6-19-2011



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**Exhibit A**

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**Tract I:**

**Being all of Lots Numbered 10B and 11B as shown on the map entitled "Exclusion Map for Timothy & Laurie Dolan and Progress Land Development, LLC recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Plat Book 173, Page 53.**

**Tract II:**

**Being all of Lots Numbered 12A and 13A as shown on the map entitled "Exclusion Map for The Estate of Margaret H. Swain" recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Plat Book 170, Page 105.**

**Tract II:**

**Being all of Lot No. 14A and 15A of the Exclusion Map for Edward K. Howell, Jr. and wife, Antoinette A. Howell and Lois K. Howell, a plat of which is recorded in the Office of the Register of Deeds for Guilford County North Carolina in Plat Book 170, Page 106.**



2008006857

GUILFORD CO. NC FEE \$20.00

01-30-2008 02:34:55 PM

JEFF L. THOMPEN  
REGISTER OF DEEDS  
BY: JOSEPH M. HALLIKEN  
DEPUTY

BK: R 8843

PG: 1431-1433

**NORTH CAROLINA**

**DECLARATION OF EASEMENT**

**GUILFORD COUNTY**

This instrument prepared by: Fisher, Clinard & Cornwell, PLLC  
Mail after recording to: Jay .W. Wagner - HP - Pickup

THIS DECLARATION, made this 9<sup>th</sup> day of January, 2008, by Progress Land Development, LLC (herein, Owner);

**WITNESSETH:**

WHEREAS, Owner now owns real property located in Guilford County, North Carolina (herein, the "Property") more particularly described as follows:

**Tract I:**

Being all of Lots Numbered 10B and 11B as shown on the map entitled "Exclusion Map for Timothy & Laurie Dolan and Progress Land Development, LLC recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Plat Book 173, Page 53.

**Tract II:**

Being all of Lots Numbered 12A and 13A as shown on the map entitled "Exclusion Map for The Estate of Margaret H. Swaim" recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Plat Book 170, Page 105.

**Tract II:**

Being all of Lot No. 14A and 15A of the Exclusion Map for Edward K. Howell, Jr. and wife, Antoinette A. Howell and Lois K. Howell, a plat of which is recorded in the Office of the Register of Deeds for Guilford County North Carolina in Plat Book 170, Page 106.

WHEREAS, Owner desires to sell, transfer and convey all or various portions (Lots) of the Property in the future; and,

WHEREAS, Owner seeks to provide for access to the various lots which comprise the Property; and

WHEREAS, Owner seeks to sell, transfer and convey the Lots at the Property subject to the easement to be herein created; and,

WHEREAS, Owner seeks to provide for the future maintenance of such easement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt by Owner of which is hereby acknowledged:

1. Owner does hereby declare, convey, and restrict the Property to an 18-foot wide easement (herein, the "Easement") the center line of which runs as follows:

See Exhibit A attached herein and incorporated herein by reference.

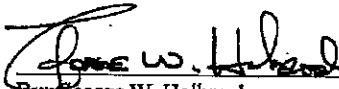
2. Such Easement shall exist to provide ingress, egress, regress and access by Owner, its successors and assigns, in the form of a common private driveway to and between the various lots which comprise the Property and the public road currently known as Country Club Drive.

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- ~~3. Owner shall not be responsible for maintenance of said Easement upon conveyance of the various lots which comprise the Property.~~
4. The Easement hereby created shall be maintained as a driveway passable in all weather conditions. Owner, and its successors and assigns, shall bear on a pro rata basis the cost of maintaining the Easement, including but not limited to, paving, patching, and any other needed Maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the Easement beyond its condition as constructed and shall not mean or refer to widening, landscaping, or any other upgrading, unless such is required by law or order of the City of High Point or other governmental authority or with the agreement of the owners of the various lots, their successors and assigns. The necessity to maintain the Easement shall be determined upon a vote of two-thirds of the owners of the various lots at which time each such owner shall be responsible for its pro-rata share based on number of lots owned. Each lot owner's pro rata share shall be due and owing within thirty (30) days after such maintenance is determined to be necessary.
5. This Easement shall run with and be appurtenant to the Property, and shall be binding upon the Owner and its successors and assigns.

IN WITNESS WHEREOF, the declarant has hereunto set its hand and seal, as of the day and year first above written.


Progress Land Development, LLC

 (SEAL)  
 By: George W. Holbrook  
 Manager

STATE OF NORTH CAROLINA  
GUILFORD COUNTY

I, Jay W. Wagner, a Notary Public for said County and State, do hereby certify that George W. Holbrook, being a Manager of Progress Land Development, LLC, personally appeared before me this day and acknowledged that he is a Manager of Progress Land Development, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official stamp or seal, this 9<sup>th</sup> day of January, 2008

  
 Notary Public

My Commission Expires: 6-19-2011

