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Davidson County Registry

Prepared by & return to: Brant H. Godfrey
2631 Reynolda Road, Winston-Salem, NC 27106

NORTH CAROLINA)
)
DAVIDSON COUNTY)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MERRIFIELD

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictive Covenants made and entered into this 22ND day of AUGUST, 2001, by Westview Development Company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the certain real property described herein and desires to create thereon a residential community.

NOW, THEREFORE, the Declarant declares that the said real property is, are, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions and easements (sometimes referred to herein as "covenants and restrictions" of "this Declaration") hereinafter set forth.

ARTICLE I. PROPERTY SUBJECT TO THIS DECLARATION.

A. Subject Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Davidson County, North Carolina, and is more particularly described on the map entitled "Merrifield" recorded in Plat Book 24, Page 82-84, Davidson County Registry.

B. Annexation. Additional residential property now owned or hereafter acquired by Declarant and adjoining the Properties may be annexed by the Declarant in its discretion within ten (10) years of the date of this Declaration. Except as provided herein, additional contiguous residential property and Common Area may be annexed to the Properties only with the consent of two-thirds (2/3) of each class of members. Additional properties as annexed shall become a part of the Properties as defined herein and shall be subject to the provisions of this Declaration, the By-Laws and the Articles of Incorporation of the Association.

ARTICLE II. DEFINITIONS.

The following words, when used in this Declaration or any additional or supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Living Area" shall mean and refer to those heated and/or air-conditioned areas of a Living Unit exclusive of garages, carports, porches, or patios.

B. "Living Unit" shall mean and refer to any building or portion of a building, situated upon any Lot, as shown on the recorded Plat, designed and intended for use and occupancy as a residence by a single family.

C. "Lot" shall mean and refer to any platted lot as shown upon any recorded subdivision map, or combination of one or more lots.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

E. "Association" shall mean and refer to Merrifield Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina.

F. "Committee" shall mean and refer to the Architectural Control Committee.

G. "Common Area" shall mean and refer to any real property (including the private streets and improvements thereto) owned by the Association for the common use and enjoyment of the Owners and any areas designated as Common Areas in the Plat or any landscape, walkway, or drainage easement areas designated in Merrifield. The Declarant may identify additional Common Areas in the future.

H. "Common Expenses" shall mean and include:

1. All sums lawfully assessed by the Association against its members;
2. Expenses of administration, maintenance, repair or replacement of any Common Area within the subdivision;
3. Expenses declared to be common expenses by the Declaration or the By-Laws of the Association (hereinafter "the By-Laws");
4. Hazard, liability or such other insurance premiums as the Declaration, the By-Laws or applicable laws or ordinances may require the Association to purchase;
5. Expenses agreed by the members to be common expenses of the Association;
6. *Ad valorem* taxes and governmental assessments levied against the Common Areas;
7. Expenses pertaining to operation of security lighting; and
8. Expenses pertaining to maintenance of entrance, berm, and island landscaping and improvements.

ARTICLE III. GENERAL PROVISIONS.

A. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument signed by the then Owners of two-thirds ($\frac{2}{3}$) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded three (3) months in advance of the effective date of such change, and unless written notice of the agreement is sent to every Owner at least three (3) months in advance of the effective date of such change.

B. Construction. In all cases the restrictions set forth or provided for in these restrictions shall be construed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

C. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner of record at the time of such mailing.

D. Enforcement. If the Owner of any of the Lots subject to this Declaration or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firms or corporations owning any real property situated in said development or subdivision or the Association to prosecute any proceeding at law or in equity against the person or persons, firms and corporations, violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages for such violations. Enforcement shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both.

E. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.

ARTICLE IV. EASEMENTS.

A. Reservation of Easements.

1. Declarant for itself, its successors, and assigns, reserves an easement for and the right at any time in the future to grant, right-of-ways for the installation and maintenance of public utilities across, on or under said property at a distance of not more than ten (10) feet from the front, rear and side property lines, but such right-of-ways must be used so as to interfere as little as possible with the use of the property by its owners; and in addition to said easement, there are reserved hereby easements for utilities installation and storm drainage facilities as outlined on the recorded Plat of this development. Further, there is reserved on

behalf of Declarant, utility providers, and their successors and assigns, an easement to enter upon the premises to maintain, repair, or modify existing or future underground facilities and the owners, or their successors in title to said Lots, shall in no way interfere with said facilities, or dig up, cut or tamper with them except at their own peril, in violation of the rights of said utility providers. No public utility company or governmental entity or agency shall obtain any right in the easement reserved herein without an express written and recorded grant thereof by Declarant, its successors and assigns. In the event the property subject to this Declaration is served by any underground public utility facilities, the service to structures erected thereon shall be connected to the underground facility at the pedestals provided for this purpose. Declarant also reserves for itself easements for the purpose of landscaping and entrance improvements as shown on the recorded Plat of subdivision. No conveyance by the Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements.

2. The Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities, to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities access to Common Areas, or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, roads, courts, and Common Areas, and in, over, through, upon, and across each and every Lot in the easement area reserved in paragraph A of Article IV of this Declaration or as shown on the Plat. The Declarant further reserves to itself, its successors, and assigns, the right to dedicate all of the streets, roads, courts, Common Areas, and easements to public use. No street, road, court, Common Area, or easement shall be bid out or constructed through or across any Lot, except as set forth in this Declaration or as laid down and shown on the Plat without the prior written approval of the Declarant; however, Declarant specifically reserves unto itself, its successors and assigns, the right to grant a driveway easement over the common open area for a single lot which may be annexed into the Properties immediately adjacent to and north of Lot 29.

3. The Declarant further reserves the right to grant such easements across any Lot or Common Areas as are reasonably necessary to maintain the Common Areas and areas such as areas designated for landscaping easements and entranceway(s) and including walkway, sidewalk, and other access to Common Areas as are necessary to maintain the Common Area and provide access for the Lot owners to the Common Areas.

B. Non dedication. The designation of streets, roads, courts, and Common Areas on the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in the same are specifically reserved.

C. Right to Grade The Declarant hereby reserves to itself its successors and assigns, the right to grade, regrade, and improve the streets, roads, courts, and Common Areas as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

ARTICLE V. HOMEOWNERS ASSOCIATION.

A. Membership in Association. By acceptance of a deed to a Lot subject to these restrictions, the Owner and his successors and assigns agree to be a member of, pay any dues and/or assessments of, and be bound by all rules and regulations of a homeowners association (hereinafter "Association") which is to be formed and established by the Declarant for the purpose of owning, regulating, maintaining, paying the taxes and insurance; for the purpose of paying for security lighting, if any, and for the purpose of owning, regulating, and maintaining the entranceway(s), berms, island and maintaining all landscape easements; and for the purposes of maintaining the private streets and common areas for Merrifield Subdivision as established and platted by the Declarant. All entranceway(s) and landscaping on Common Areas are for the benefit of the Lots in Merrifield. All annual dues or assessments (hereinafter "Assessment") shall be due on January 1st of the year for which it is assessed, provided that the Association may make provision for payment thereof in installments. Each annual assessment (or installment thereof) shall, when due, become a lien against the lot against which such assessment is made. Upon demand, the Association shall furnish to any Owner or mortgagee a certificate showing the assessments, or installment thereof, due as of any given date. Each Lot subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment or charge (or installment thereof) when due.

B. Fixing and Levying Assessments. Such assessment shall be in an amount to be fixed from year to year by the Association, which may establish different rates from year to year as it may deem necessary. The Association may levy additional assessments if necessary to meet the needs of the entranceway(s), landscape, and private streets.

C. Use of Assessments. The funds arising from said assessment or additional assessments may be used for any or all of the following purposes: maintaining, operating and improving the entranceway(s), landscaped Common Areas, landscaped easement areas, or private streets; operating security lighting; and maintaining such insurance as the Directors of the Association see fit. The Association shall pay the taxes and insurance and maintain the Common Area, if any.

D. Failure to Pay Assessments. Upon the failure of the Owner of any Lot to pay any such assessment, additional assessment, or installment thereof when due, the Association shall have the right to collect the amount thereof by an action at law against the Owners as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land, and the successive Owners of each Lot, by the acceptance of deeds therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or additional assessments which have been previously levied against the property, and all assessments or additional assessments as shall become a lien thereon during their ownership. Unpaid assessments or charges.

additional assessments, or installments thereof, shall bear interest at ten percent (10%) from the due date thereof, until paid

E. Lien on Unpaid Assessments. The lien provided for herein shall be subordinate to the lien of any first lien deed of trust (sometimes hereinafter called "mortgage" or "first mortgage" and the holder thereof being sometimes hereinafter referred to as a "first mortgagee") on any Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby is only a lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure, or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof, or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the said foreclosed first mortgage and the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Lots from liability for any assessment thereafter becoming due or from the lien thereof.

F. Collection of Assessments. The monies collected by virtue of the assessments or additional assessments of the lien provided by this Section, shall be paid to the Association to be used in such manner and to the extent as the Association may determine, in accordance with this section for the benefit of the residents of Merrifield. The judgment of the Directors of the Association in the making of assessments or charges or additional assessments and the expenditure of funds shall be final.

G. Annual Assessments. The assessment for each subsequent year after the first assessment shall not exceed the assessment of the year immediately preceding by an amount of more than twenty-five percent (25%). Provided, however, that the assessment may be increased without limitation upon a vote of two-thirds ($\frac{2}{3}$) of the Lot Owners present, in person or by proxy, at a meeting of the Association duly called for such purpose. The annual assessment shall be no more than \$600.00 per year per Lot for the first calendar year following execution of these Declarations.

H. Surplus Funds. The Association shall not be obligated to spend in any one calendar year all of the sums collected during said year by way of assessments or additional assessments and may carry forward to surplus any balance remaining. The Association shall not be obliged to apply any such surplus to the reduction of charges in the succeeding year.

I. Authority to Borrow Money. The Association shall have authority, in its discretion, to borrow money to expend for the purposes set forth in this Section upon such terms and security and for such periods as it may determine, and to repay said borrowings and the interest thereon from the assessments or additional assessments provided for in this Section.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Lot which is subject to assessment 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. Declarant shall be a member of the Association by virtue of ownership of any Lot, whether subject to assessment or not.

B. Voting Rights. The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all Owners with the exception of the Declarant and 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 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.

2. Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (2) below, additional lands are annexed to the properties and as the result of such annexation, the Declarant, and its successors and assigns, own more than one-fourth ($\frac{1}{4}$) of the total Lots subject to this Declaration.

b. on December 31, 2004, or at such earlier time as Declarant shall choose to convert his membership to Class A.

ARTICLE VII. ARCHITECTURAL CONTROL COMMITTEE.

A. Purpose. The Declarant desires to establish an Architectural Control Committee in order to provide and maintain certain standards as to harmony of external design and location in relation to surrounding structures and topography.

B. Architectural Control. Unless expressly authorized in writing by the Architectural Control Committee (the "Committee") no building, fence, wall, driveway or other structure, nor any exterior addition or alteration to any existing structure, nor any clearing or sitework shall be commenced, erected, or maintained upon the designated property until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, septic tank, drain field, floor plan, and elevations therefore (all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to the harmony of external design and location in relation to any surrounding structures and topography, by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such Plans and specifications which are not suitable or desirable in the opinion

of the Committee for any reason, including purely aesthetic reasons which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient, provided that the Committee shall not refuse to approve any Plans and specifications which are substantially similar to any other Plans and specifications, which previously have been approved for or constructed on any other Lot which is similarly situated. However, if the Committee denies a request, it shall articulate its reasons for denial.

C. The Committee. The Architectural Control Committee shall be composed of three (3) persons appointed by the Declarant. At the time when Declarant's Class B membership shall cease, the Architectural Control Committee shall be appointed by the Board of Directors of the Association. In no event shall representatives such as Executors or Trustees be entitled to be members of the Committee.

D. Decisions Relating to Declaration. Any covenant, conditions, or restrictions herein may be removed, modified, or changed by written consent signed by a majority of the Committee members and kept with the records of the Committee, which such written consent may be given or withheld within the uncontrolled and sole discretion of the Committee, or its successors. In the event of disagreement among members of the Committee, a Committee decision shall require the assent of a majority of the members of the Committee.

E. Plans Review Procedure. At least fifteen (15) days prior to the commencement of any construction, the Plans shall be submitted to the Committee. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing, and the decision of a majority of the Committee, in case of any disagreement among Committee members, as to the approval, disapproval, or waiver of the Committee, shall be controlling. The Committee shall make its decision within ten (10) days from the date the Plans are submitted to it. If the Committee fails to act within such ten (10) day period, the Plans shall be deemed accepted. The Member submitting the Plans shall obtain a written dated receipt from the Committee member to whom the plans were submitted or a return receipt for the submission by Certified U.S. Mail. If additional materials or information are requested by the Committee, the time for approval shall be extended for up to thirty (30) additional days after the materials or information requested are delivered to the Committee.

ARTICLE VIII. LAND USE, BUILDINGS AND SUBDIVISION.

A. Land Use and Buildings. No Lot shall be used except for residential purposes, and no building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and its customary appurtenant structures. When the construction of any building is once begun, work thereon shall be pursued diligently and continuously until the full completion, and must be completed in accordance with said plans within twelve (12) months after the start of the first construction upon each building Lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

B. Lot Subdivision. No Living Unit shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one Living Unit shall be built on the combined original and subdivided portion of any lots.

ARTICLE IX. LIVING UNIT QUANTITY, SIZE, LOCATION AND DESIGN

A. Quantity. No more than one (1) Living Unit shall be constructed upon any Lot.

B. Size. The Living Area of any Living Unit, exclusive of one-story porches, garages, carports, and patios, shall be not less than 2,000 square feet for a one-story, or 2,400 square feet if greater than one story. No split level dwelling may be constructed. The exterior of all foundations shall be built of brick or stone or stucco unless otherwise approved by the Committee. The roof pitch of each house and/or garage shall be 7/12 or greater. Vinyl siding shall not be used on any structure; however, vinyl trim and/or vinyl-clad windows may be used, if approved by the Architectural Control Committee.

C. Building Location.

1. No Living Unit shall be located on any Lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines which may be shown on any plat of the subdivision, or nearer than the zoning ordinance allows for any setback.

2. No chain link or other restraining type fencing may be erected nearer the front property line than the front foundation wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type fencing may be erected nearer the side street than 40 feet.

3. For the purposes of this Article IX., eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.

4. Any front facing garage shall have an electrically operating garage door.

ARTICLE X. GENERAL RESTRICTIONS.

A. Natural Gas Requirements. All Living Units shall be required to use Piedmont Natural Gas for heating and water heating purposes.

B. Temporary Structures. No structure of a temporary character of any type shall be located on any Lot at any time. Building contractors may place a construction trailer at a site approved by Declarant on any Lot during construction thereon.

C. Driveway Construction. All driveways shall be paved with asphalt or concrete.

D. Utility Lines. All telephone lines and power lines (both main lines and service lines) shall be installed underground.

E. Signs No advertising sign of any kind shall be displayed to the public view on any Lot; provided, however, that one (1) sign of not more than seven (7) square feet advertising a Lot and dwelling for sale or rent shall be permitted.

F. Motorized Vehicles

1. All motorized vehicles operating on any Lot must be properly mufflered so as to eliminate noise which might be offensive to others. Two- or three-wheeled motorized vehicles as well as four-wheel "go-carts" or "beach buggy" type vehicles are prohibited from being used or operated on any Lot; provided, however, this shall not prohibit use of any vehicles by the U.S. Postal Service or by law enforcement agencies, or of licensed vehicles for necessary ingress or egress to and from any Lot.

2. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage on any street in the Subdivision, nor shall any such vehicle be stored on a Lot unless screened or enclosed so as not to be visible from Subdivision streets or neighboring residences. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

3. Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park in public view overnight within the Subdivision except those used by a builder during the construction of improvements.

4. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

5. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

G. Dumping Waste Materials. No Lot or other area in the Subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

H. Occupancy of Outbuildings. No garage, garage house or other outbuilding (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a Living Unit.

I. Air Conditioning Apparatus. No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

J. Antennas and Discs. No antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision, except antennas for AM and FM radio reception and UHF and VHF television reception except as permitted hereinafter. All antennas shall be located inside the attic of the main residential structure, except that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet. No satellite disc or other similar structure may be placed on a Lot, except a satellite disc of twenty-four (24) inches or less, provided no disc may be attached to the front facade of the home located on a lot, or closer to the front property line than the front of the home unless such placement is not visible from Subdivision streets or neighboring residences.

K. Commercial Use Restriction. No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this paragraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

L. Excavation. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

M. Storage. No lumber, brick, stone, cinder block, concrete or other building materials scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction and shall not be stored for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

N. Tanks. No exposed above-ground tanks nor underground tanks will be permitted for the storage of fuel or water or any other substance. For purposes of this restriction, "exposed" shall mean visible from Subdivision streets or neighboring residences.

O. Mailboxes. Mailbox design must be approved by the Architectural Control Committee and shall be of a type consistent with the character of the Properties and shall be placed and maintained to complement the houses in the neighborhood.

P. Hobbies and Activities. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks, or pyrotechnic devices of any

type or size; and such other activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of Declarant and the Board of Directors of the Association.

Q. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provision of this Declaration, the more restrictive provision shall apply.

R. Pools. No above-ground pools, except children's wading pools, shall be located on any Lot in the subdivision.

S. Gardens. Gardens shall be confined to rear yards only, unless they are not visible from subdivision streets or neighboring residences, except that flower gardens may be permitted in the front yards.

T. Animals, Livestock, and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property in the Subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the quietude, health, or safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined on the homeowners back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

U. Firearms and Hunting. All types of firearms and pyrotechnics, including but not limited to, shotguns, rifles, and pistols, are prohibited from being discharged or carried on any Lot; provided, however, that firearms may be kept inside any Living Unit for protection purposes only. Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on any Lot.

V. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

ARTICLE XI. AMENDMENT BY DECLARANT.

A. Any restriction, covenant or condition hereinafter set forth may be removed, modified or changed by securing the written consent of Declarant, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davidson County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant, and its successors and assigns. The Declarant may convey its rights to remove, modify or change any restriction, condition or covenant of this instrument to any person, firm, or corporation by instrument in writing duly recorded in the Office of the Register of Deeds of Davidson County, North Carolina.

B. In the event Declarant shall seek to obtain approval of this Declaration, the By-Laws, Rules and Regulations and/or the Articles of Incorporation and its development plan, as the same may be changed or supplemented, in order that Lots will be eligible for loan approval, guaranteed or insured by the Veterans Administration ("VA"), the Department of Housing and Urban Development ("HUD"), the Federal Housing Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA") or other governmental agency, it is possible that such agency or agencies will require change in this Declaration and other documents in order to make the Lots and Units eligible for such loans. In such event, Declarant, without the consent or approval of any other Owner (member), shall have the right to amend this Declaration and/or Supplemental Declaration, and other documentation and the amendment shall become effective upon recordation of the amendment, in the Office of the Register of Deeds of Davidson County, North Carolina. Each Owner (member) and his respective mortgagees, by acceptance of a deed conveying a Lot or Living Unit or a mortgage including the same, as the case may be, hereby irrevocably appoints Declarant his or their Attorney-in-Fact, such power of attorney being coupled with an interest, and authorize, direct and empower Declarant, in the event that Declarant exercises the rights reserved here to amend this Declaration and any Supplemental Declaration and other documentation as here provided, to execute, acknowledge and record for and in the name of such Owner (member) and any such mortgagee an amendment or amendments for such purpose, and for and in the name of such respective mortgagee to execute a consent and joinder of such amendment or amendments.

ARTICLE XII. GOVERNMENT REGULATIONS.

No covenant or restriction contained herein shall be construed to be contrary to or in conflict with any applicable and valid law, ordinance, or regulation of any properly constituted governmental body having jurisdiction over any Lot as described in Article I. Any variance between the provisions of this Declaration and any such applicable, valid law, ordinance, or regulation (including any amendment thereof) shall be construed so that the latter shall take precedence.

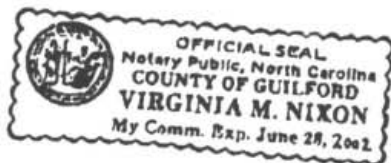
IN WITNESS WHEREOF, Westview Development Company has caused this instrument to be signed in its corporate name by its duly authorized officer(s) and its seal to be hereunto affixed by authority of its Board of Directors, this 22ND day of AUGUST, 2001.

WESTVIEW DEVELOPMENT COMPANY

By: Brant H. Godfrey
Brant H. Godfrey, President

NORTH CAROLINA - FORSYTH COUNTY

I, VIRGINIA M. NIXON, a Notary Public of Guilford County, North Carolina, certify that BRANT H. GODFREY personally came before me this day and acknowledged that he is President of WESTVIEW DEVELOPMENT COMPANY, a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official seal, this 22ND day of AUGUST, 2001.



Virginia M. Nixon
Notary Public
My Commission Expires: 6/28/02