

157
FORSYTH CO, NC FEE: \$ 113.00
PRESENTED & RECORDED: 12/12/2003 12:35PM
DICKIE C. WOOD REGISTER OF DEEDS BY: NAVARR
BK2430 P3516 - P3549

Prepared by Raymond D. Thomas

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STAFFORD CENTRE**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STAFFORD CENTRE** (the "Declaration") is made on the date hereinafter set forth by **J.
C. Faw** ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the record title owner of certain real property located in the Town of Kernersville, Kernersville Township, Forsyth County, North Carolina being a part of that real property as described in a deed recorded in Book 1945 at page 1261 and Deed Book 2116 at page 1113 in the Office of the Register of Deeds of Forsyth County, North Carolina and which is more particularly described as follows:

BEING all of those Lots as set forth on plats of Stafford Centre as recorded on Sheets 1 through 6 in Plat Book 46 at pages 81-86 in the Office of the Register of Deeds of Forsyth County, North Carolina to which reference is hereby made for more particular description thereof. ("Properties")

WHEREAS, it is the intent of the Declarant to cause the above described property to be subjected to this Declaration in the manner and to the extent hereafter set forth and provided.

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

common improvements, including storm water control structures as required by the Watershed Protection Ordinance of the Town of Kernersville by and through the Stafford Centre Owners Association, Inc.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Stafford Centre Owners Association, Inc., its successors and assigns.

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

SECTION 3. "Properties" shall mean and refer to all of Lots and the Common Open Space and Greenway Easement as shown on the Plat, and any additional land annexed to the Properties pursuant to the terms and provisions of this Declaration.

SECTION 4. "Common Area" shall mean all of that land designated "COMMON OPEN SPACE AND GREENWAY EASEMENTS" as shown on the Plat. Declarant shall convey the Common Area to the Association for the common use and enjoyment of the Owners in accordance with and subject to the terms and provisions of this Declaration.

SECTION 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 6. "Declarant" shall mean and refer to J. C. Faw as well as the Declarant's successors and assigns, if and only if Declarant shall make an express conveyance of their rights as developer hereunder to such successor or assign, all of which rights are assignable.

SECTION 7. "Lot" shall mean and refer to each of subdivided lots in Lots 1,2,3, or 4 as shown on the Plat or any other plat now or hereafter recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and all other lots within the Properties which may hereafter be established of record and shall include any improvements constructed thereon. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or Members of the Association, the boundaries of any Lot or Lots owned by the Declarant. If Declarant exercises his right to reconfigure the boundaries of such Lot or Lots, Declarant shall record a revised plat of the Lot or Lots. Upon the recording by Declarant of such revised plat or plats, each Lot shown on the previously recorded plat, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

SECTION 8. "Period of Declarant Control" shall mean and refer to that period commencing on the date hereof and terminating upon the date which shall be three (3) years after Declarant shall cease to own at least one Lot within the Properties.

SECTION 9. "Stafford Centre Detention Pond" shall mean and refer to those storm water ponds and structures to be constructed within an area designated as "Common Open Space and Greenway Easement" as shown on the Plat as recorded in Plat Book _____ at Pages _____ in the Office of the Register of Deeds of Forsyth County, North Carolina and which will be used pursuant to the Stafford Centre Operation and Maintenance Agreement with the Town of Kernersville for the purposes of meeting the requirements of the Watershed Protection Ordinance of the Town of Kernersville and which shall be a portion of the Common Area..

SECTION 10. "Stafford Centre Operation and Maintenance Agreement" shall mean and refer to that certain document to be recorded in the Office of the Register of Deeds of Forsyth County, a copy of which is attached hereto as Exhibit A.

SECTION 11. "Stafford Centre Access and Maintenance Easement" shall mean and refer to that certain document to be recorded in the Office of the Register of Deeds of Forsyth County, a copy of which is attached hereto as Exhibit B.

SECTION 12. "Plat" shall refer to any plat showing portions of the Properties, Lot or Lots, dedication of streets, road and easements and which is recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, including, but not limited to the Plat recorded in Plat Book 46 at pages 81-86.

SECTION 13. "UDO" shall mean the Unified Development Ordinance as adopted and applicable to the Town of Kernersville, North Carolina.

SECTION 14. "Ordinance 00-03" shall mean the Ordinance of the Board of Alderman of the Town of Kernersville adopted on January 4, 2000 involving Zoning Docket K-547 and as amended and modified from time to time and attached hereto as Exhibit C.

SECTION 15. "Stafford Centre Special Use District Permit" shall refer to the Special Use Permit issued by the Board of Alderman of the Town of Kernersville on January 4, 2000 and as amended and modified from time to time and attached hereto as Exhibit D.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. THE COMMON AREA. A permanent wet detention pond, together with other related improvements, which may include, but shall not be limited to, retention or detention ponds, rip rap or other drainage or erosion control devices and landscaping, now is or

hereafter may be located on the Common Area by the Association or Declarant. Initially, it is anticipated that a retention or detention pond shall not be required to be constructed in order to meet the requirements of the Watershed Protection Ordinance of the Town of Kernersville. However, at such time as the construction of said ponds is required in order to meet the requirements of the Watershed Protection Ordinance and in order that any Owner can obtain a building permit to construct impervious surfaces on any Lot, the Association shall construct said pond, and if the cost thereof shall exceeds funds available to the Association for such purpose, the Declarant agrees to pay for the difference in the cost of the construction of said pond as required by the Town of Kernersville or such other governmental office having jurisdiction. The Association shall maintain any retention or detention ponds, rip rap and other drainage or erosion control devices and landscaping located on the Common Area as directed by the governmental office(s) having jurisdiction for watershed protection and as set forth in the Stafford Centre Operation and Maintenance Agreement. In the event the Association is dissolved or ceases to exist or otherwise defaults on its obligation to maintain any such drainage or erosion control devices, Declarant, for each Lot owned, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay a pro rata share of the cost of the maintenance of signs, if any, and of such pond or ponds or erosion control device.

SECTION 2. OWNERS EASEMENTS OF ENJOYMENT. Each of the Owners of a Lot or Lots 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, for the following purposes:

- (a) drainage;
- (b) the construction of below ground storm water pipes and other drainage facilities necessary to permit the flow of surface water from such Owner's Lot into the wet detention pond located or to be located on the Common Area, which wet detention pond and storm water pipes (following installation in accordance with the Town of Kernersville standards and if such pipes are not maintained by the Town of Kernersville), shall be maintained by the Association; and
- (c) ingress, egress and regress reasonably necessary to carry out the foregoing purposes.

Each Owner's right and easement of enjoyment in and to the Common Area shall be subject to the following provisions:

- (a) the right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty(60) days, for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer to any public agency, authority, utility or Owner non-exclusive easements on, over and upon all or any part of the Common Area for the purpose of providing service to the Common Area or the Lots subject to such conditions

as may be agreed to by the Association's Executive Board; provided, during the Period of Declarant Control, no such action shall be effective without the consent of Declarant; provided, further, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded;

(c) the right of the Association, with the consent of the Members entitled to cast at least two-thirds (2/3) of the votes of the Association, to sell, convey, dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Member consenting to such sale, conveyance, dedication or transfer; provided, during the Period of Declarant Control, no such action shall be effective without the consent of Declarant; provided, further, no such sale, conveyance, dedication or transfer shall cause any Lot or any remaining Common Area to fail to comply with applicable laws, regulations or ordinances;

(d) the right of the Association to impose rules and regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area, which rules and regulations in the sole discretion of the Executive Board, may prohibit or limit the use of any pond located on the Common Area for recreational purposes and prohibit or otherwise restrict access to any such pond; provided, during the Period of Declarant Control, no such actions shall be effective without the consent of Declarant; and

(e) the right of the Association to borrow money for the purpose of improving the Common Area and any improvements thereon and, with the assent of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred (any such mortgage shall be effective if it is executed on behalf of the Association by its duly authorized officers and recites that the requisite consent of Members has been obtained and documented in the Minute Book of the Association); provided, during the Period of Declarant Control, no such actions shall be effective without the consent of Declarant; provided, further, no mortgage, encumbrance or hypothecation or foreclosure of the lien thereby created, shall cause any Lot or any remaining Common Area to fail to comply with applicable laws, regulations or ordinances.

SECTION 3. COVENANTS AND AGREEMENTS OF OWNERS. From and after the date of first exercise of any of the hereinabove conferred and described property rights, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree, as follows:

(a) to indemnify the Association, its successors and assigns, against and hold the Association, its successors and assigns, harmless from, any and all claims, liabilities, losses and expenses, including, without limitation reasonable attorneys' fees and court costs, damages,

judgments, actions, suits, liens and sums of money, of any and every type or nature, which may be asserted against or incurred by the Association arising out of or in any way connected with the exercise of any of the hereinabove described property rights;

(b) in exercising any of the property rights hereinabove conferred, to promptly remove all debris, excess soil, and rock and grade to existing ground levels and mulch or resow grass on all disturbed earth; and

(c) to maintain, repair and replace all storm water pipes and drains installed to allow for the flow of surface waters from such Owner's Lot or any portion thereof to the Common Area or the Stafford Centre Detention Pond, as appropriate, which pipes and drains are not located on the Common Area.

SECTION 4. MAINTENANCE OF THE COMMON AREA AND SIGNS. Except as otherwise expressly provided in the Declaration, the Association shall maintain the Common Area and all improvements located thereon and the Signs as may be reserved and designated on the Plat or any other plat hereafter recorded, if any, (as defined in Article V, Section 3) and, shall contribute to the maintenance of the Stafford Centre Detention Pond pursuant to the Stafford Centre Operation and Maintenance Agreement.

SECTION 5. RESTORATION OF SIGNS AND IMPROVEMENTS TO COMMON AREA. In the event that the Signs or any improvements to the Common Area shall be damaged or destroyed, the Association shall commence to repair and/or replace such improvements within sixty (60) days after the occurrence of such damage or destruction, and diligently prosecute the repair and/or replacement of the improvements to substantially the same condition as such improvements existed prior to the damage or destruction. The Association shall use the reserve fund established pursuant to Article IV, Section 2, Subparagraph (b), to pay for such repairs and/or replacements. To the extent that the reserve fund is insufficient to pay for such repairs and/or replacements, the Association shall levy a special assessment in accordance with the provisions of Article IV.

SECTION 6. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment of the Common Area to guests, invitees, tenants or contract purchasers who occupy the Lot of such Owner.

SECTION 7. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of all or a portion of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. The Members of the Association shall be every person or entity who or which is an Owner of any Lot . The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, or payment of an Acreage Fee. The nonuse of the Stafford Centre Detention Pond shall not exclude any Owner from membership in the Association..

SECTION 2. VOTING RIGHTS. All Members of the Association shall be voting Members. The Members shall be entitled to one (1) vote for each Land Point assigned to each Lot, or for Lots having no impervious surface and subject to the payment of the Acreage Fee, one vote per acre within the Lot (rounding to the nearest tenth, and hereinafter referred to as Acre Point.) Notwithstanding, during the Period of Declarant Control, the Declarant shall be entitled to two (2) votes for each acre (rounded to the nearest tenth) in any Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The votes allotted to such Lot shall be cast as they among themselves determine but in no event shall more than one vote be cast with respect to each Land Point or Acre Point assigned to the Lot.

SECTION 3. DECLARANT'S RIGHT TO REPRESENTATION ON THE EXECUTIVE BOARD. During any Period of Declarant Control, Declarant shall have the right to designate and select all of the persons who shall serve as members of each Executive Board of the Association. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Executive Board which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Executive Board of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and Declarant shall have the right to remove any person or persons selected by it to act and serve on said Executive Board and to replace such person or persons with another person or other persons to act and serve in the place of any member or members of the Executive Board so removed for the remainder of the unexpired term of any member or members of the Executive Board so removed.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF

ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (a) to the Association: (i) annual assessments or charges; (ii) special assessments; (iii) Acreage Fee, such assessments and Acreage Fee to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months. The annual and special assessments or Acreage Fee, 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 Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments or Acreage Fee shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS AND ACREAGE FEE.

(a) The assessments and Acreage Fee levied by the Association shall be used exclusively for the use, operation and maintenance of the Common Area and the Signs for the purposes herein expressed, 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 Bylaws; the maintenance of dams and ponds, including retention or detention ponds, or other bodies of water, if any, located within the Common Area; the maintenance of landscaping and lighting of Common Area and the Signs; the satisfaction of assessments levied against the Association pursuant to the Stafford Centre Operation and Maintenance Agreement; the employment of attorneys and other agents to represent the Association when necessary; the maintenance, repair and replacements of the Signs; the provision of adequate reserves for the replacement of capital improvements; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and Signs. Such reserve fund is to be established out of regular assessments and Acreage Fees for common expense.

(c) The Association shall procure and maintain commercial general liability insurance with respect to the Common Area.

(d) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of managing the Properties, or to the proper undertaking of all acts and duties imposed

upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment or Acreage Fees are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When any Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute all asset of the Association which may be used in the operation and management of the properties.

SECTION 3. CAPITALIZATION OF ASSOCIATION. Upon the conveyance of any Lot to a new Owner from the Declarant, the new Owner shall contribute the sum of \$100.00 per acre in said Lot to the capital of the Association. Notwithstanding the foregoing, if any Lot initially conveyed by the Declarant is reacquired by the Declarant, any subsequent conveyance of said Lot by the Declarant shall not require the payment of the sums herein set forth.

SECTION 4. ANNUAL AND SPECIAL ASSESSMENTS. The Association shall levy annual assessments in amounts established by the Executive Board in accordance with the provisions of Section 6 of this Article. Such assessments may be collected monthly, quarterly or annually, as determined by the Executive Board. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, special assessments when deemed necessary by the Executive Board due to unanticipated expenditures associated with the ownership, operation, maintenance, repair and replacement of the Common Area, the improvements located thereon or the Signs. Any special assessment(s) shall be apportioned among all Lots in accordance with the provisions of Section 6 below and may be collected on a monthly, quarterly or semi-annual basis.

SECTION 5. ACREAGE FEE. Except for Lots owned by the Declarant, if any Lot shall not be subject to an annual or special assessment, the Owner thereof shall pay an Acreage Fee in an amount of not less than \$50.00 per acre per year or more than \$100.00 per acre per year. Notwithstanding, the per acre charge shall not be more than the per acre annual assessment for Lots which are subject to an annual or special assessment. The amount of the Acreage Fee shall be determined by the Executive Board and shall be collected on a monthly, quarterly or semi-annual basis. Once a Lot becomes subject to annual and special assessments, the Acreage Fee shall terminate as to such Lot, but a portion of the Acreage Fee shall be collected according to the number of months in a year that such Lot was subject to the Acreage Fee.

SECTION 6. ANNUAL BUDGET; ASSIGNMENT OF LAND POINTS; FORMULA FOR DETERMINING AMOUNT OF ASSESSMENTS AND ACREAGE FEE. At least thirty (30) days in advance of each annual assessment period, the Executive Board shall establish an

annual budget and fix the amount of the annual assessments and Acreage Fee as limited in Section 5 above in advance for the following year. In the event the Executive Board shall fail to fix the amount of annual assessments or the Acreage Fee for any given year, the assessments or the Acreage Fee fixed for the immediately preceding year shall continue in effect until a new assessment amount or Acreage Fee for that year is fixed. Upon adoption by the Board of the budget and determination of that amount of annual assessments or Acreage Fee fixed for each Lot as applicable, the Board shall deliver a copy of the budget and notification of the annual assessments or Acreage Fee levied to every Owner subject thereto; provided, however, that failure to deliver a copy of the budget and/or notice of the amount of annual assessments or Acreage Fee levied shall not affect the liability of Owners for assessments. For the purpose of determining the amount of annual assessments and any special assessments levied against each Lot and for the other purposes herein set forth, one (1) "Land Point" shall be assigned to each Lot for every tenth of an acre of impervious surface area within the Lot (rounding to the nearest tenth), as reasonably determined by the Executive Board of the Association. The amount of annual assessments and any special assessments levied against a Lot shall be the product of (i) the total annual assessments or any special assessment, as the case may be, levied against all Lots subject to assessment by the Association; and, (ii) a fraction, the numerator of which shall be the number of Land Points assigned to such Lot, as applicable, and the denominator of which shall be the aggregate sum of Land Points assigned to all applicable Lots. The Acreage Fee shall be determined in accordance with Section 5 above. The Association shall maintain separate books and records with respect to (i) the expenses incurred by the Association pursuant to the Stafford Centre Operation and Maintenance Agreement; and (ii) the expenses incurred by the Association with respect to the maintenance, repair and replacement of the detention pond and related facilities located within the Common Area.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS AND ACREAGE FEE: DUE DATES. The annual and special assessments provided for herein shall commence as to a Lot on the first day of the first month after the first exercise of any of the property rights in the Common Area herein established for the benefit of such Lot. The Acreage Fee shall commence upon acquisition of title of any Lot by any entity other than the Declarant unless the Lot shall be subject to annual and special assessments. The first annual assessment or Acreage Fee for each Lot as applicable shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Executive Board. 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 or Acreage Fee on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS OR ACREAGE FEE: REMEDIES OF THE ASSOCIATION. Any assessment or Acreage Fee not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring all action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action

or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment or Acreage Fee provided for herein by nonuse of the Common Area nor abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments or Acreage Fee provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, after considering payments to be made by Owners of Lots subject to Acreage Fees, each Owner of a Lot subject to annual and special assessments in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by multiplying the total taxes and/or assessments due the governmental authority by a fraction, the numerator of which shall be the number of Land Points assigned to such Owner and the denominator of which shall be the aggregate number of Land Points assigned to all applicable Lots, and each Owner of a Lot subject to an Acreage Fee shall pay said taxes or assessment as calculated under Section 5 above.. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

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

ARTICLE V

EASEMENTS

SECTION I. DRAINAGE EASEMENTS. Easements for drainage and the installation of drainage facilities are reserved as indicated on any Plat of the Properties.. The Owner of each Lot on which such easements are located may, at the sole cost and expense of such Owner, from time-to-time relocate such easements; provided, however, any such relocation is subject to prior

approval by the Town of Kernersville, and provided further that such relocation does not unreasonably interfere with the services to or flow of water to or from any other Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of drainage facilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the appropriate governmental entity, including the Town of Kernerville (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the maintenance and replacement of drainage facilities. The Association shall have the power and the authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

SECTION 2. EASEMENTS RESERVED BY DECLARANT. Declarant hereby reserves such easements on, across and over the Common Area as shall be reasonably necessary for (i) the exercise by Declarant of any right herein reserved, including, without limitation, Declarant's right to construct improvements on the Common Area as provided in Section 1 of Article II hereof, and (ii) the development by Declarant, its successors or assigns, of any Lot including, without limitations easements for ingress, egress and regress and for the installation and maintenance of utility lines, fixtures and/or their connections for the purpose of providing water, light, power, telephone, sewage and sanitary service to any Lot.

SECTION 3. SIGN EASEMENTS. Declarant may reserve unto themselves and grant and convey to the Association easements to use area designated as "Sign Easement" on the Plat or any future plat for the purpose of constructing, servicing and maintaining one or more signs, the dimensions, color, content and characteristics of which shall be determined by Declarant (the "Signs"), together with a non-exclusive perpetual right to have underground electrical lines servicing the Signs.

ARTICLE VI

DEVELOPMENT RESTRICTIONS

SECTION 1. RESTRICTIVE COVENANTS AND USES. All improvements, excavation, planting, landscaping and other alterations constructed or made on the Properties shall be constructed or made in accordance with the covenants, conditions and restrictions set forth in accordance with the Stafford Centre Special Use Permit as may be applicable to any Lot. Uses shall be limited to those uses as set forth in Ordinance 00-03 and as applicable to any Lot, except as said Permit and/or Ordinance may be amended from time to time by the Town of Kernersville or such governing board having jurisdiction thereof and with the written consent of the Declarant.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE. No improvement, alteration, excavation, change in grade, planting, landscaping or other work which alters the exterior of any lot or improvement thereon, shall be made, erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on the Properties unless such improvement, excavation, change in grade, planting, landscaping or other work shall have been approved by the Architectural Review Committee established.

SECTION 3. PARKING ALLOCATION. Each Lot shall maintain a sufficient number of parking spaces to comply with the UDO for the use intended to be located therein.

SECTION 4. PHASE TWO REQUIREMENTS. All of the Lots are presently zoned and subject to the conditions set forth in Ordinance 00-03 and have been approved for Phase One of a two phase zoning as set forth in the UDO as applicable to the Town of Kernersville. Each Lot shall be subject the provisions of the UDO regarding Phase Two, and each Owner of any Lot shall be responsible therefor, including the Declarant.

SECTION 5. SPECIAL NONRESIDENTIAL INTENSITY ALLOCATION. The provisions of the Watershed Protection Ordinance of the Town of Kernersville contains a section entitled "Special Nonresidential Intensity Allocation," hereinafter referred to as SNIA. At such time as any owner shall seek Phase Two approval as set forth in Section 4 above or otherwise seeks site plan approval for any Lot, such Owner shall request and apply for a SNIA from the Town of Kernersville or such governing body having jurisdiction thereof. If the SNIA is not granted, such shall not be a violation of this Declaration. However, failure to apply for said SNIA shall constitute a violation of this Declaration, and the Owner shall be subject to a fine of \$1,000,000.00 per acre which shall be treated as a lien on the Lot and shall be payable to the Association. Such lien shall be treated and collected the same as a lien for any annual or special assessment as set forth in Article IV, Section 8 herein.

ARTICLE VII

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

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

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS.
So long as any Institutional Lender shall hold any first lien upon any Lot and shall have given notice to the Association pursuant to Section 3 of this Article, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

- (a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the

Association prepared by a certified public accountant designated by the Executive Board of the Association, such financial statement or report to be furnished by April 15 of each calendar year;

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or Bylaws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association;

(c) To receive notice of any condemnation or casualty loss affecting the Common Areas or any portion thereof;

(d) To be notified of any lapse, cancellation or material modification of ally insurance policy or fidelity bond maintained by the Association;

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

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

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

ARTICLE VIII

GENERAL PROVISIONS

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

enforcement, public safety and animal control officers come on the properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended as hereinafter provided. This Declaration may be terminated or amended during the first twenty year period with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association and thereafter with the consent of the Owners entitled to cast at least seventy-five percent (75%) of the votes of the Association; provided, however, no amendment or termination of this Declaration during any Period of Declarant Control shall be effective unless executed by the Declarant, and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless also reviewed and approved by the governmental office having jurisdiction for watershed protection. Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and made a part of the Minute Book of the Association; and (3) be properly recorded in the Forsyth County Registry. In the event this Declaration is terminated in accordance with the provisions hereinabove provided, Declarant, for each Lot owned within the Properties, hereby covenant, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of all permanent retention or detention ponds as required by the Watershed Protection Act and the Signs, if any.

SECTION 4. ANNEXATION OF ADDITIONAL PROPERTY. Additional property may be added to the Properties in the following manner:

- (a) Except as provided in subsection (b) below, additional property may be annexed to the Properties only with the consent of at least seventy percent (70%) of the votes of the Members of the Association, voting together in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting and, during the Period of Declarant Control, with the consent of Declarant.
- (b) Any property now or hereafter owned by either the Declarant which is contiguous to the Property, or any property subsequently annexed to the Properties pursuant to this Declaration (the "Additional Property") may be annexed to the Properties by the Declarant within thirty (30) years of the date that this instrument is recorded in the

Forsyth County Registry

Declarant shall have no obligation of any kind to annex any or all of the Additional Property and, should Declarant elect to annex all or any portion of the Additional Property, Declarant shall not be obligated to annex such property in any particular sequential order. With regard to any portion of Additional Property not annexed by Declarant, no representations are made herein or shall be inferred from this Declaration with regard to the use of such property or the exterior appearance, design, size or intended purpose of any improvements now or hereafter erected on such property.

Should Declarant or the Members elect to annex Additional Property in accordance with the foregoing provisions, a Supplemental Declaration subjecting such property to the terms and conditions of this Declaration, shall be recorded in the Forsyth County Registry.

SECTION 5. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws of the Association on the other, be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

ARTICLE IX

SMITH LOT

Prior to the recordation of this Declaration, the Declarant has contracted with David Lynn Smith to convey to him or his assigns approximately 6.84 acres and which is a part of Lot 4 as shown on the Plat, hereinafter referred to as the Smith Lot. As a part of said contract, the Smith Lot would not be subject to certain provisions as herein set forth and said Lot would be assigned certain impervious surface coverage. Therefore, in order, to abide by the contract, the Declarant exempts the Smith Lot from the terms of this Declaration as hereinafter set forth, and assigns impervious surface coverage as set forth herein.

SECTION ONE. EXEMPTION FROM CAPITALIZATION OF ASSOCIATION AND ACREAGE FEE. Notwithstanding any other provisions herein set forth, the provisions of Section 3 entitled "Capitalization of Association," and Section 5 entitled "Acreage Fee," of Article IV hereinabove set forth shall not be applicable to the Smith Lot. However, the provisions of Article VI, Section 5 shall be applicable.

SECTION TWO. ALLOCATION OF IMPERVIOUS SURFACE COVERAGE. In the deed of conveyance of the Smith Lot by the Declarant as hereinafter set forth, the Declarant shall assign to the Smith Lot such amount of impervious surface coverage which is equal to 70% of


the square footage of the Smith Lot. The Plat provides that 24% of the Properties is equal to 802,898.89 square feet, and the allocation to be granted to the Smith Lot shall be deducted therefrom unless a SNIA is granted in which event, the amount allocated by said SNIA shall not be deducted from the aforesaid square footage. The use of the assigned impervious surface coverage shall be subject to the approval of the Town of Kernersville or such governmental agency having jurisdiction over the Smith Lot.

SECTION THREE. CONVEYANCE OF SMITH LOT In order from the provisions of this Article IX to be applicable, the conveyance of the Smith Lot shall occur within sixty (60) days of the recordation of this Declaration, and the deed of conveyance shall make specific reference to the terms and conditions set forth in this Article IX.

SECTION FOUR. OTHER PROVISIONS OF DECLARATION Except as otherwise stated in this Article IX, the other terms and conditions set forth in this Declaration shall be applicable to the Smith Lot.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants,
Conditions and Restrictions for Stafford Centre to be executed under seal on the 1st day of
~~September~~, 2003.
October

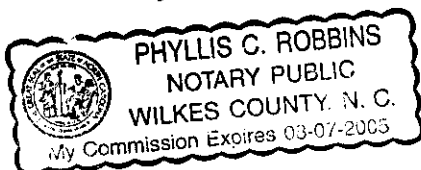
DECLARANT


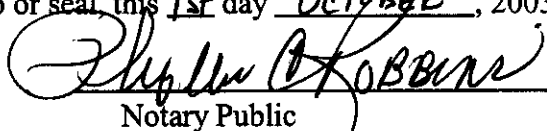
J. C. Faw (SEAL)

NORTH CAROLINA, WILKES County

I, a Notary Public of the County and State aforesaid, certify that J. C. Faw, Declarant, personally
appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1st day OCTOBER, 2003.





Notary Public

My commission Expires: 08-07-05

The foregoing Certificate(s) of Phyllis C. Robbins ^{NP.} is/are certified to be correct. This
instrument and this certificate are duly registered at the date and time and in the Book and Page
shown on the first page hereof.

By:  Register of Deeds For Forsyth County

Deputy/Assistant-Register of Deeds

Exhibit A

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

Permit No. _____

STAFFORD CENTRE OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made pursuant to the Town of Kernersville Watershed Protection Ordinance (hereinafter referred to as "Ordinance") and entered into this the ____ day of _____, 2003, by and between the TOWN OF KERNERSVILLE, a North Carolina Municipal Corporation, Party of the First Part, hereinafter referred to as "TOWN", and STAFFORD CENTRE OWNERS ASSOCIATION, INC., a North Carolina Non-Profit Corporation, hereinafter referred to as "OWNER ASSOCIATION" and J. C. FAW, hereinafter referred to as "DEVELOPER."

W I T N E S S E T H:

WHEREAS, the DEVELOPER is developing approximately 75 acres into a commercial and industrial subdivision; that the said 75 acres is more particularly shown on a plat entitled, "Stafford Centre, Lots 1, 2, 3 and 4, Common Open Space and Greenway Easements" as recorded in Plat Book 046 at pages 81-86 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is made for a more particular description thereof and which is incorporation herein by reference, and hereinafter referred to as STAFFORD CENTRE; that the DEVELOPER desires to develop said real estate in several phases; and

WHEREAS, the STAFFORD CENTRE designates an area known as Common Open Space and Greenway Easement, hereinafter referred to as COMMON AREA; that within the COMMON AREA there will be areas designated as "Storm Water Pond;" that the DEVELOPER at some point will have to apply for a permit from the TOWN to construct a collection pond and other storm water structures, hereinafter referred to as STORM WATER CONTROL STRUCTURES, as required by the ORDINANCE and the TOWN, which will be located in the COMMON AREA and said STORM WATER CONTROL STRUCTURES are to service approved subdivided lots in STAFFORD CENTRE; and

WHEREAS, the DEVELOPER intends to convey by deed to the OWNER ASSOCIATION the COMMON AREA as shown on the STAFFORD CENTRE; that in connection with the development of STAFFORD CENTRE, the DEVELOPER has prepared a Declaration relating to the lots, including the rights and obligations of the owners thereof, and the same is to be recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and hereinafter referred to as DECLARATION; and pursuant to the provisions of the DECLARATION, and in accordance with the ORDINANCE, the OWNER ASSOCIATION shall be responsible for the maintenance and operation of the STORM WATER CONTROL STRUCTURES; and

WHEREAS, as shown on the STAFFORD CENTRE, the DEVELOPER has conveyed unto the TOWN, or its successors or assigns a general easement establishing the right of ingress, egress and regress over the COMMON AREA for the purpose of inspection, repair and maintenance of the STORM WATER CONTROL STRUCTURES.

WHEREAS, the TOWN desires to assure that the STORM WATER CONTROL STRUCTURES are properly maintained and operated in accordance with the law, the Ordinance, and the High Density Watershed Permit (hereinafter "PERMIT") provisions in order to protect the quality of the waters of the State and the public interest therein.

NOW, THEREFORE, in consideration of the promises and the benefits to be derived by each of the parties hereto, the Town and Owner do hereby mutually agree as follows:

1. OPERATION AND MAINTENANCE.

The OWNER ASSOCIATION and the DEVELOPER, so long as the DEVELOPER shall be responsible hereunder shall maintain and operate the STORM WATER CONTROL STRUCTURES in conformity with the ORDINANCE and the provisions of the PERMIT issued for the construction, operation, repair and maintenance of the STORM WATER CONTROL STRUCTURES. In addition and as a part of the foregoing, the OWNER ASSOCIATION and DEVELOPER shall perform those duties as set forth on the Operation and Maintenance Plan as submitted and agreed to by the Town and such other governmental agencies have jurisdiction thereof and which Plan will become a part hereof.

2. EASEMENT

Simultaneous with the execution of this agreement, the DEVELOPER shall execute an easement to the TOWN granting such easements as required by the ORDINANCE.

3. RELEASE OF DEVELOPER

The DEVELOPER shall be automatically released from the obligations herein set forth upon the occurrence of all of the following:

(a) Recordation in the Office of the Register of Deeds of Forsyth County, North Carolina of a plat or plats approved by the TOWN and which plat or plats evidences that all of the property as shown on the STAFFORD CENTRE has been subdivided into lots; and

(b) Recordation in the Office of the Register of Deeds of Forsyth County, North Carolina of a proper deed of conveyance to the OWNER ASSOCIATION of all COMMON AREA shown on any plat, including the area for the STORM WATER CONTROL STRUCTURES; and

(c) Recordation in the Office of the Register of Deeds of Forsyth County, North Carolina of a DECLARATION which is in compliance with the ORDINANCE and approved by the TOWN relating to the operation and maintenance of the STORM WATER CONTROL STRUCTURES by the OWNER ASSOCIATION and which DECLARATION relates to all lots located on the real property shown on STAFFORD CENTRE; and

(d) Delivery to the TOWN of the originals or conformed copies of all the above plats and documents..

4. RECORDATION OF AGREEMENT.

The TOWN reserves the right to record this Agreement in Office of the Register of Deeds of Forsyth County, and a duplicate original hereof shall be kept in the office of the Watershed Administrator.

IN WITNESS WHEREOF, the TOWN, DEVELOPER and OWNER ASSOCIATION have caused this instrument to be executed by their respective authorized representatives the day and year first above written.

TOWN OF KERNERSVILLE

By: _____
Larry R. Brown, Mayor

ATTESTED TO:

Diane S. Cook, Town Clerk

STAFFORD CENTRE OWNERS ASSOCIATION,
INC.

By: _____
President

ATTESTED TO:

Secretary

DEVELOPER

_____(SEAL)
J. C. FAW

NORTH CAROLINA

COUNTY OF FORSYTH

I, _____, a Notary Public of _____ County, North Carolina, hereby certify that Larry R. Brown, personally came before me this day and acknowledged that he is the Mayor of the Town of Kernersville, a municipal corporation in Forsyth County, North Carolina, organized under the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its named by its Mayor, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and notarial seal, this the _____ day of _____, 2003.

Notary Public

My commission expires: _____

NORTH CAROLINA, _____ County

I, a Notary Public of _____ County and the State of North Carolina hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ Secretary of STAFFORD CENTRE OWNERS ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2003.

Notary Public

My commission expires: _____

NORTH CAROLINA, Forsyth County

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that J. C. FAW, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument

Witness my hand and official seal, this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Exhibit B

Drafted by: Raymond D. Thomas

NORTH CAROLINA

DEED OF EASEMENT

FORSYTH COUNTY

THIS DEED OF EASEMENT, made this the _____ day of _____, 2003, by and between J. C. FAW, hereinafter referred to as "GRANTOR" and TOWN OF KERNERSVILLE, hereinafter referred to as "GRANTEE",

W I T N E S S E T H:

THAT WHEREAS, the Grantor, is the owner of a certain tract of property lying and being in Kernersville Township, Forsyth County, North Carolina and said property is more particularly shown on a plat recorded in Plat Book 46 at pages 81-86, Forsyth County Registry.

THAT WHEREAS, the Grantor is developing commercial and industrial subdivision known as Stafford Centre on the above referred to property; and

THAT WHEREAS, pursuant to the Town of Kernersville Watershed Protection Ordinance, hereinafter referred to as Ordinance easements are needed for the benefit of the Grantee for the operation and maintenance of storm water control structures located upon the property of the Grantor; and

THAT WHEREAS, the Grantor desires to grant a general easement over property which has not been developed as of this date which easement shall become specific when such property is developed and a vehicular area is provided.

NOW, THEREFORE, the Grantor, for and in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 & OVC), to them paid by the Grantee, the receipt of which is hereby acknowledged, does hereby bargain, sell and convey to the Grantee a perpetual, non-exclusive right-of-way and/or easement for ingress, egress and regress over the lands of the Grantor and said easement being of such width and such length as to reasonably acquire access to any storm water structures required to be installed, operated and maintained pursuant to the Ordinance and located on that property designated as COMMON OPEN SPACE AND GREENWAY EASEMENTS as set forth in a plat as recorded in Plat Book 46 at pages 81-86 in the Office of the Registry of Deeds of Forsyth County, North Carolina to which reference is hereby made.

TO HAVE AND TO HOLD, the aforesaid easement and all rights, privileges, and appurtenants thereto belonging to the Grantee, their heirs, successors and assigns.

All easements herein given shall be subject to the Ordinance and shall allow the Grantee reasonable access to perform its duties under the Ordinance in regard to the Storm Water Control Structures.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, this the day and year first above written.

Grantor:

_____(Seal)
J. C. Faw

NORTH CAROLINA, Forsyth County

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that J. C. FAW, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

EXHIBIT C

Town Ordinance/Special Use District

Zoning Petition of Raymond D. Thomas, Attorney for Faw Companies

Zoning Docket K-547

Ordinance 00-03

AN ORDINANCE AMENDING THE KERNERSVILLE
ZONING ORDINANCE AND THE
OFFICIAL ZONING MAP OF THE
TOWN OF KERNERSVILLE, NC

BE IT ORDAINED by the Board of Aldermen of the Town of Kernersville as follows:

SECTION 1. The Kernersville Zoning Map be amended by changing from RS12 to HB-S Two Phase (Arts & Crafts Studio; Banking and Financial Services; Child Day Care Center; Government Offices; Hotel or Motel; Medical or Dental Laboratory; Medical and Surgical Offices; Offices, Miscellaneous; Police or Fire Station; Professional Office; Recreation Services, Indoor; Restaurant (with drive-thru service) LIMITED TO ONE; Restaurant (without drive-thru service); Services, Business A) and LI-S Two Phase (Banking and Financial Services; Child Day Care Center; Government Offices; Manufacturing A; Manufacturing B; Medical or Dental Laboratory; Medical and Surgical Offices; Offices, Miscellaneous; Police or Fire Station; Professional Office; Services, Business A; Testing and Research Laboratory; Wholesale Trade A; Wholesale Trade B) for property located in the 1400 Block of Highway 66 South at Clayton Forest Road being Lot(s) 35C and a part of Lot 211 of Tax Block 5645 containing 76.59 acres more or less as shown on the Forsyth County tax map and being further described as follows:

Legal Description

HB-S

Beginning at a point in the west margin NC Highway 66 at the southeast corner of the property of A. Steve Pierce; thence with the west margin of the right of way of NC Highway 66 South 14° 17' 49" West 697.40 feet to a new iron pipe; thence continuing with the west margin of the right of way of NC Highway 66 South 13° 57' 14" West 366.02 feet to a point at the northwest intersection of Clayton Forest Road, also designated as State Road 2635, with NC Highway 66; thence with the north margin of the right of way of Clayton Forest Road seven (7) courses and distances as follows: (1) South 74° 55' 10" West 49.81 feet to a point; (2) thence South 89° 45' 06" West 174.67 feet to a point; (3) thence North 89° 03' 46" West 36.44 feet to a point; (4) thence North 89° 04' 17" West 217.76 feet to a point; (5) thence North 89° 07' 51" West 9.56 feet to a point; (6) thence on a curve to the right having a radius of 370 feet, an arc length of 59.83 feet, a chord bearing of North 75° 47' 24" West a chord distance of 59.77 feet to a point; (7) thence North 71° 09' 26" West 83.38 feet to a point; thence South 15° 48' 39" West 30.04 feet to a point in the line of Clayton Forest Drive; thence with the line of Clayton Forest Drive North 71° 09' 26" West 657.14 feet to a point; thence North 18° 50' 34" East 280 feet to a point; thence South 71° 09' 26" East 459.14 feet to a point; thence on a curve to the left having a radius of 530 feet, an arc length of 320.52 feet a chord bearing of North 01° 44' 30" West a chord distance of 315.66 feet to a point; thence North 19° 04' 00" West 545.22 feet to a point; thence on a curve to the right having a radius of 380 feet, an arc length of 401.60 feet, a chord bearing of North 11° 12' 34" East a chord distance of 383.17 feet to a point; thence North 91° 29' 08" East 73.33 feet to a point; thence on a curve to the right having a radius of 440 feet, an arc length of 45.70 feet a chord bearing of North 38° 30' 36" East 45.68 feet to a point in the line of the property of L.E. Pope Building Company, Inc.; thence with the line of L.E. Pope Building Company, Inc. South 79° 39' 04" East 244.72 feet to a point, corner of the property of Freight Terminals, Inc.; thence with the line of Freight Terminals, Inc. property South 79° 08' 57" East 150.9 feet to a point corner of the property of Mary Ann Binkley; thence with the line of said Binkley property South 14° 11' 46" West 167.79 feet to an established iron pipe corner of the property of Mark D. Barber; thence with the line of said Barber property North 76° 58' 19" West 199.92 feet to a point; thence still with the line of Barber property South 14° 18' 28" West 217.9 feet to a point, corner of said Barber property; thence with the south line of said Barber property South 76° 53' 47" East 200.08 feet to an established iron pipe, corner of the property of Mary Ann Binkley; thence with the line of said Binkley property South 76° 53' 41" East 200 feet to an established iron pipe; thence North 14° 22' 01" East 12.37 feet to an established iron pipe, corner with the property of Ace D. Pierce; thence with the line of said Pierce property south 74° 05' 00" East 240.58 feet to an established iron pipe, corner of Pierce property; thence continuing with said Pierce property South 80° 01' 05" East 124.43 feet to an iron stake; thence still with said Pierce property South 79° 58' 55" East 181.99 feet to the point and place of Beginning containing 30.48 acres more or less, and being all of Tax Lot 35C and a part of Tax Lot 211, Block 5645, Abbotts Creek Township, on the Forsyth County Tax Maps.

Legal Description

LI-S

Beginning at a point in the south margin of the property of L.E. Pope Building Company, said point of Beginning being distant North 79° 39' 04" West 244.72 feet from the southeast corner of the property of Freight Terminals, Inc. at the southwest corner of the aforesaid L.E. Pope Building Company, Inc. property; thence from said point of Beginning and with the line of L.E. Pope Building Company property North 79° 39' 04" West 1,189.18 feet to a point in the line of the property of Mer-Alco, Inc.; thence with the line of said Mer-Alco property six (6) courses and distances as follows: (1) South 06° 25' 45" West 232.76 feet to an established iron pipe; (2) thence South 21° 41' 34" East 250.46 feet to an established iron pipe; (3) thence South 89° 10' 20" West 347.44 feet to an established iron pipe; (4) thence South 15° 18' 0" West 328.90 feet to an established iron pipe; (5) thence South 08° 52' 16" West 214.97 feet to an established iron pipe; (6) thence South 16° 07' 05" West 150.18 feet to an iron stake, corner of the property of Linville Family Limited Partnership; thence with the line of said Linville Family Limited Partnership South 65° 48' 24" East 386.89 feet to an iron stake, corner of the property of Cap Care Group, Inc.; thence with the line of Cap Care Group, Inc. South 71° 09' 26" East 1010 feet to the point and place of Beginning containing 46.11 acres more or less and being a part of tax Lot 211, Block 5645, Abbotts Creek Township on the Forsyth County Tax Maps.

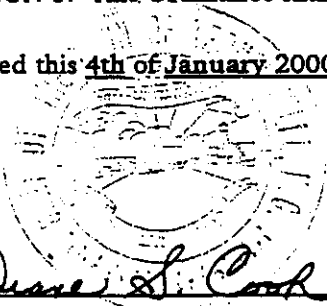
SECTION 2. This ordinance is adopted after approval of and upon condition of compliance with the site plan entitled Stafford Centre identified as "Attachment A of the Special Use District Permit:" issued by the Board of Aldermen the 4th day of January, 2000, to Raymond D. Thomas, Attorney for Faw Companies.

SECTION 3. The Board of Aldermen hereby directs the issuance of a Special Use District Permit pursuant to Chapter 19 of the Town code for a development to be known as Stafford Centre. Said Special Use District Permit and site plan with associated documents attached hereto and incorporated herein.

SECTION 4. That this Ordinance be placed in the file of unpublished ordinances.

SECTION 5. This Ordinance shall be effective from and after its adoption.

Adopted this 4th of January 2000.



Deane S. Cook
Town Clerk

Larry R. Brown
Mayor

ordinanc\k547

SPECIAL USE DISTRICT PERMIT
Issued by
Board of Aldermen of the Town of Kernersville

The Board of Aldermen of the Town of Kernersville issues a Special Use District Permit for the site shown on the site plan map included in this zoning petition of Raymond D. Thomas, Attorney for Faw Companies (ZONING DOCKET K-547). The site shall be developed in accordance with the plan approved by the Board and bearing the inscription: "Attachment A, Special Use Permit" for Faw Companies approved by the Board of Aldermen the 4th day of January, 2000, and signed, provided the property is developed in accordance with requirements of the HB-S & LI-S Two Phase zoning district of Chapter 19 of the Town Code, the Erosion Control Ordinance, and other applicable laws.

Road, Utilities, Sidewalks & Dedications

1. Clayton Forest Road shall be extended to the western property line of Lot 34C, identified as Line L5 with a bearing of S15° 48' 39"W. The typical roadway section for the existing Clayton Forest Road shall apply to the extension. The cost of constructing one-half of a 1,100' (+or-) section of Clayton Forest Road beginning at Line L5 and traveling west shall be paid to the Town in the form of a cash bond or letter of credit from a bank located in Forsyth County. If letter of credit is selected the amount of the letter of credit shall be adjusted annually using the "North Carolina Highway Construction Cost Index - Road Index. The bond shall be \$82,500 and used to complete Clayton Forest Road to the western property line. If the developer constructs the road to the western property line the bond shall be returned to the developer. If the adjacent property owner constructs the road the bond shall be given to the adjacent property owner and/or developer. If the Town of Kernersville must complete the road, the bond will be used by the Town.
2. The proposed NC 66 access between Clayton Forest Road and Hanes Street shall be a right-in/right-out access only. A right-turn lane shall be constructed on NC 66 to access this street with a 100' storage bay and a 125' taper. A right-of-way dedication of 15' along NC 66 running the length of the storage bay and following the taper is required. Developer shall construct this right-turn lane per NCDOT and Town of Kernersville specifications.
3. The developer shall construct a right turn lane on NC 66 to access Clayton Forest Road. The storage bay shall be 150' with a 125' taper. A right-of-way dedication of 15' along NC 66 running the length of the storage bay and following the taper is required. Developer shall construct this right turn lane per NCDOT and Town of Kernersville specifications.
4. A 10' utility/sidewalk easement shall be granted behind the right-of-way along NC66.
5. A 5' wide sidewalk shall be constructed with a 5-foot grass strip along NC 66 and Clayton Forest Road.
6. A negative access easement shall be shown on the final plat to prohibit access along NC 66, excluding the right-in/right-out access.
7. The first access to Clayton Forest Road, approximately 260' from NC 66, shall be a right-in/right-out only at the time the Public Works Director has determined traffic count and/or accidents warrants. The developer shall post a \$2,500 cash bond for the right-in/right-out improvement.

Conditions Continues

EXHIBIT D

8. Drainage easements through areas "A" and "D", shall be dedicated to facilitate street drainage from Clayton Forest Road. Detailed alignment and widths will be determined during the construction design phase or final development phase, whichever comes first.
9. The proposed street between Clayton Forest Road and Shields Road shall consist of 3" H-Binder, 1-1/2" plant mix surface course on 8" ABC stone. The construction plans shall show a profile of this street extending to Shields Road with provisions to accommodate the future grade change of Shields Road once Shields Road is improved to major thoroughfare standards. A slope easement which follows the toe of the slope along the proposed street between Clayton Forest Road and Shields Road shall be dedicated.
10. Developer shall provide an interconnection between Hanes Street and Area "C" on the final development plan(s). Also, interconnection driveways shall be provided between all adjacent developments. Barrier to be provided by petitioner to prevent construction vehicles between Hanes Street and Area C prior to commercial development of this property. Developer shall provide a stub street from Area C to Hanes Street on final development plan that shall be opened if all residential properties on Hanes Street turn to industrial or commercial uses.
11. All environmental permits required to cross the open channels with roadways shall be obtained by the developer.
12. All detailed construction drawings shall be approved by the Public Works department prior to construction.
13. Under the direction of the NCDOT, the developer shall install 1,100' of fiber optic cable to connect future signal cabinets along NC 66 starting south of Clayton Forest Road and running north to Hanes Street. The location and installation shall be reviewed and approved by the NCDOT.
14. A stormwater management plan prepared by a professional engineer, submitted for review and approval by the Public Works Department is required. Detailed calculations will be required for detention ponds.
15. All water & sewer improvements and/or relocations must be approved by the City-County Utility Commission.
16. Provide 8" water lines to fire hydrants. Extend 8" water line to end of proposed streets. All improvements shall meet City County Utilities and Fire Department requirements. Designate fire lanes per Fire Department requirements.
17. Record a 30' greenway easement along Abbotts Creek sewer line easement opposite the creek, with the northern terminating aligning up with Tredegar Subdivision greenway easement.
18. The proposed roads shall be built or bonded prior to the recordation of any required final development plan plat.

Architectural Construction, Signage and Landscaping

19. As volunteered by the petitioner, the architectural standards shall be as follows:
Areas A, B, & C: Building materials within this district will include the use of brick and/or Stucco and potential accent materials of split face textured block and or stone. Roofing materials for sloped roofs may be fiberglass shingles, pre-finished standing seam aluminum or steel, slate or wood shingles. All office uses shall have pitched roofs or flat roof with a parapet wall. The parcels along NC 66 shall be brick and potential accent materials of stucco, split face textured block and or stone.

Conditions Continues

EXHIBIT D

Areas D: Building materials within this district will include the use of brick and/or Stucco and potential accent materials of split face textured block and or stone. Roofing materials for sloped roofs may be pre-finished standing seam aluminum or steel, fiberglass shingles, slate or wood shingles. Roof design incorporating flat or nearly flat roofs are also acceptable. Industrial use building that proposes to use metal side shall be allowed on sides and rears not facing public roads.

20. Twenty foot (20') streetyards shall be provided along NC 66 and Clayton Forest Road.
21. Freestanding signage shall be monument signs 12 feet in height feet or less. Freestanding pole signs shall not be allowed.

General Conditions

22. Submit a valid petition for voluntary annexation for the entire "Stafford Centre" site prior to final plat submittal.
23. Submit a recordable final plat showing all required right of way and easement dedications for review and approval prior to submittal of building permit application(s).
24. A barrier along Hanes Street shall be installed prior to any construction or grading at the site.
25. The Planning Board shall consider requiring the installation of the buffer-yard along Hanes Street prior to construction at the site if grading allows.

END OF CONDITIONS



Jeffrey A. Halling, Planning Director



Diane S. Cook, Town Clerk.

**ORDINANCE NUMBER 00-03A
ORDINANCE CORRECTING ERROR
OF LEGAL DESCRIPTION TO ORDINANCE 00-03**

WHEREAS, the Board of Aldermen on the 4th day of January 2000, considered an Ordinance denoted as 00-03 (Zoning Docket K-547) which had come before the Board as a proposed change in certain land use/zoning matters; and

WHEREAS, the Planning Board and the Board of Aldermen each had before it a full disclosure of the property in question by way of a survey properly denoting such property; and

WHEREAS, subsequent to rezoning of the property in question, it was discovered that by clerical error, the written legal description of the property was incorrect; and

WHEREAS, upon being advised of the same, the Petitioner submitted to the Town a re-written description which is correct in metes and bounds, conforming to the previously submitted survey; and

WHEREAS, it is obvious to the Board of Aldermen that the Legal Description as placed in the original ordinance was incorrect, that the Board has been made aware of the correction, and that the ordinance should now be changed within the records of the Town;

NOW THEREFORE BE IT HEREBY ORDAINED by the Board of Aldermen of the Town of Kernersville that the following Ordinance is correct, and further, the Clerk of the Town of Kernersville and the Planning Department are authorized to change all denotations referring to that matter known as Ordinance 00-03 (Zoning Docket K-547), including but not limited to the minutes of the Kernersville Board of Aldermen, to correctly reflect the change to the Legal Description as denoted herein.

Town Ordinance/Special Use District

Zoning Petition of Raymond D. Thomas, Attorney for Faw Companies
Zoning Docket K-547

Ordinance 00-03

**AN ORDINANCE AMENDING THE KERNERSVILLE
 ZONING ORDINANCE AND THE
 OFFICIAL ZONING MAP OF THE
 TOWN OF KERNERSVILLE, NC**

BE IT ORDAINED by the Board of Aldermen of the Town of Kernersville as follows:

SECTION 1. The Kernersville Zoning Map be amended by changing from RS12 to HB-S Two Phase (Arts & Crafts Studio; Banking and Financial Services; Child Day Care Center; Government Offices; Hotel or Motel; Medical or Dental Laboratory; Medical and Surgical Offices; Offices, Miscellaneous; Police or Fire Station; Professional Office; Recreation Services, Indoor; Restaurant (with drive-thru service) LIMITED TO ONE; Restaurant (without drive-thru service); Services, Business A) and LI-S Two Phase (Banking and Financial Services; Child Day Care Center; Government Offices; Manufacturing A; Manufacturing B; Medical or Dental Laboratory; Medical and Surgical Offices; Offices, Miscellaneous; Police or Fire Station; Professional Office; Services, Business A; Testing and Research Laboratory; Wholesale Trade A; Wholesale Trade B) for property located in the 1400 Block of Highway 66 South at Clayton Forest Road being Lot(s) 35C and a part of Lot 211 of Tax Block 5645 containing 76.59 acres more or less as shown on the Forsyth County tax map and being further described as follows:

DESCRIPTION FOR ZONING AT STAFFORD CENTER FOR AREA ZONED HB

BEGINNING at a point in the centerline of Hampton Plaza Drive, said point being S79°39'16"E 1154.26' from the southwest corner of L.E. Pope Building Company, Inc. (tax lot 36-B, tax block 5645) deed book 2110 page 3616, thence with the centerline of said drive the following five (5) courses: on a curve to the right and having a radius of 410.00' and a chord bearing and distance of S38°23'32"W 43.21' to a point, thence S41°24'45"W 58.28' to a point, thence on a curve to the left and having a radius of 410.00' and a chord bearing and distance of S11°10'21"W 412.97' to a point, thence S19°04'04"E 545.11' to a point, thence on a curve to the right and having a radius of 500.00' and a chord bearing and distance S04°11'11"E 256.82' to a point, thence leaving Hampton Plaza Drive N71°05'55"W 416.64' to a point, thence S71°34'31"W 39.61' to a point, thence S20°09'28"W 297.40' to a point in the northern property line of Parker Horizons, LLC (tax block 34-D, tax block 5645) deed book 2110 page 3616, thence with the northern property line of Parker Horizons, LLC S71°09'31"E 687.08' to an existing rebar in the western terminus of Clayton Forest Road, thence with the right of way of Clayton Forest Road the following eight (8) courses: N15°48'54"E 30.04' to a point, thence on a curve to the left and having a radius of 370.00' and a chord bearing and distance of S75°47'09"E 59.70' to a point, thence S88°00'13"E 9027' to an existing rebar, thence S89°06'50"E 218.10' to an existing iron pipe, thence S89°06'19"E 36.44' to a point, thence N89°42'33"E 174.67' to a point, thence N74°52'37"E 32.65' to a point in the new western right of way of NC Hwy 66, thence with the new right of way of NC Hwy 66 the following nine (9) courses: N13°54'41"E 161.40' to a point, thence N17°14'21"E 264.98' to a point, thence N14°20'05"E 171.65' to a point, thence N26°17'44"W 25.05' to a point, thence N05°03'39"E 77.83' to a point, thence N44°26'50"E 27.62' to a point, thence N14°20'05"E 65.24' to a point, thence N18°26'38"E 209.32' to a point, thence N14°20'05"E 80.27' to an existing iron pipe, said iron being the southeast corner of A. Steve Pierce (tax lot 42-F, tax block 5645) deed book 1751 page 2922, thence leaving the new western right of way of NC Hwy 66 and with the southern property line of A. Steve Pierce the following two (2) courses: N79°55'37"W 182.02' to an existing tall iron, thence N80°05'18"W 124.04' to an existing iron pipe, said iron being the southeast corner of A. Steve Pierce (tax lot 43, tax block 5645) deed book 1751 page 2922, thence with the southern property line of A. Steve Pierce N74°04'44"W 240.58' to an existing iron stake in the eastern property line of Mary Ann Binkley (tax lot 35-E, tax block 5645) deed book 1456 page 533, thence with the property line of Mary Ann Binkley the following two (2) courses: S13°12'10"W 12.47' to an existing solid iron, thence N76°51'35"W 200.25' to an existing iron stake, said iron being the southeast corner of Mark D. Barber (tax lot 35-J, tax block 5645) deed book 1468 page 1923, thence with the property line of Mark D. Barber the following three (3) courses: N76°53'18"W 200.09' to an existing iron stake, thence N14°18'09"E 217.41' to an existing iron stake, thence S76°58'51"E 199.94' to an existing iron stake, said iron being the southwest corner of Mary Ann Binkley (tax lot 35-L, tax block 5645) thence with the western property line of Mary Ann Binkley N14°11'24"E 167.78' to an existing iron stake in the southern property line of Freight Terminals, Inc. (tax lot 36-D, tax block 5645) deed book 1369 page 1324, thence with the southern property line of Freight Terminals, Inc. N79°08'57"W 150.92' to an existing iron stake, said iron being the southeast corner of L.E. Pope Building Company, Inc. (tax lot 36-B, tax block 5645) deed book 2110 page 3616, thence with the southern property line of L.E. Pope Building Company, Inc. N79°39'16"W 279.70' to the point and place of **BEGINNING**. Containing 31.810 acres more or less.

DESCRIPTION FOR ZONING AT STAFFORD CENTER FOR AREA ZONED LI

BEGINNING at an iron stake, said iron being the southwest corner of L.E. Pope Building Company, Inc. (tax lot 36-B, tax block 5645) deed book 2110 page 3616, said iron also being in the eastern property line of the common area of Tredegar Section 2, sheet 2 of 2 as recorded in plat book 39 page 45, said iron also being the northwest corner of the within described tract, thence with the southern property line of L.E. Pope Building Company, Inc. (tax lot 36-B, tax block 5645) deed book 2110 page 3616 S79°39'16"E 1154.26' to a point in the centerline of Hampton Plaza Drive, thence with the centerline of said drive the following five (5) courses: on a curve to the right and having a radius of 410.00' and a chord bearing and distance of S38°23'32"W 43.21' to a point, thence S41°24'45"W 58.28' to a point, thence on a curve to the left and having a radius of 410.00' and a chord bearing and distance of S11°10'21"W 412.97' to a point, thence S19°04'04"E 545.11' to a point, thence on a curve to the right and having a radius of 500.00' and a chord bearing and distance S04°11'11"E 256.82' to a point, thence leaving Hampton Plaza Drive N71°05'55"W 416.64' to a point, thence S71°34'31"W 39.61' to a point, thence S20°09'28"W 297.40' to a point in the northern property line of Parker Horizons, LLC (tax block 34-D, tax block 5645) deed book 2110 page 3616, thence with the northern property line of Parker Horizons, LLC. N71°09'31"W 979.93' to a stone, said stone being the northwest corner of Parker Horizons, LLC. (tax block 34-D, tax block 5645) deed book 2110 page 3616, said iron also being the northeast corner of The Linville Family Limited Partnership (tax lot 45, tax block 5645) deed book 1864 page 2053, thence with the northern property line of The Linville Family Limited Partnership N65°48'38"W 386.96' to an existing iron stake in the eastern property line of lot 88 of Tredegar Section 5 as recorded in deed book 42 page 113, thence with the eastern property line of lot 88 and lot 87 of Tredegar Section 5 N16°06'16"E 149.98' to an existing rebar, said rebar being the southeast corner of lot 86 of Tredegar Section 5, thence with the eastern property line of lots 86 and 85 of Tredegar Section 5 N08°53'47"E 215.07' to an existing iron stake in the eastern property line of lot 85 of Tredegar Section 5, thence with the eastern property line of lots 85, 84 and 83 of Tredegar Section 5 N15°17'58"E 328.93' to a found axle, said axle being the eastern most corner of lot 24 of Tredegar Section 4-B as recorded in plat book 40 page 191, said axle also being the southwest corner of the common area as shown on map of Tredegar Section 2 as recorded in plat book 39 page 45, thence with the common area of Tredegar Section 2 the following three (3) courses: N89°09'51"E 347.44' to an existing rebar, thence N21°41'05"E 250.68' to a point, thence N06°25'33"E 232.66' to the point and place of **BEGINNING**. Containing 44.567 acres more or less.

SECTION 2. This ordinance is adopted after approval of and upon condition of compliance with the site plan entitled Stafford Centre identified as "Attachment A of the Special Use District Permit:" issued by the Board of Aldermen the 4th day of January, 2000, to Raymond D. Thomas, Attorney for Faw Companies.

SECTION 3. The Board of Aldermen hereby directs the issuance of a Special Use District Permit pursuant to Chapter 19 of the Town code for a development to be known as Stafford Centre. Said Special Use District Permit and site plan with associated documents attached hereto and incorporated herein.

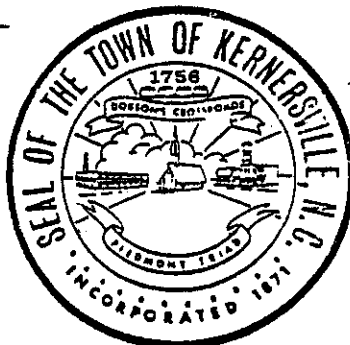
SECTION 4. That this Ordinance be placed in the file of unpublished ordinances.

SECTION 5. This Ordinance shall be effective from and after its adoption.

Adopted this (day) of (Month), 2001

Aale J. Martin
Town Clerk

Larry R. Brown
Mayor



ordinanc\k547

SPECIAL USE DISTRICT PERMIT

Issued by

Board of Aldermen of the Town of Kernersville

The Board of Aldermen of the Town of Kernersville issues a Special Use District Permit for the site shown on the site plan map included in this zoning petition of Raymond D. Thomas, Attorney for Faw Companies (ZONING DOCKET K-547). The site shall be developed in accordance with the plan approved by the Board and bearing the inscription: "Attachment A, Special Use Permit" for Faw Companies approved by the Board of Aldermen the 4th day of January, 2000, and signed, provided the property is developed in accordance with requirements of the HB-S & LI-S Two Phase zoning district of Chapter 19 of the Town Code, the Erosion Control Ordinance, and other applicable laws.

Road, Utilities, Sidewalks & Dedications

1. Clayton Forest Road shall be extended to the western property line of Lot 34C, identified as Line L5 with a bearing of S15° 48' 39"W. The typical roadway section for the existing Clayton Forest Road shall apply to the extension. The cost of constructing one-half of a 1,100' (+or-) section of Clayton Forest Road beginning at Line L5 and traveling west shall be paid to the Town in the form of a cash bond or a letter of credit from a bank located in Forsyth County. If letter of credit is selected the amount of the letter of credit shall be adjusted annually using the "North Carolina Highway Construction Cost Index - Road Index. The bond shall be \$82,500 and used to complete Clayton Forest Road to the western property line. If the developer constructs the road to the western property line the bond shall be returned to the developer. If the adjacent property owner constructs the road the bond shall be given to the adjacent property owner and/or developer. If the Town of Kernersville must complete the road, the bond will be used by the Town.
2. The proposed NC 66 access between Clayton Forest Road and Hanes Street shall be a right-in/right-out access only. A right-turn lane shall be constructed on NC 66 to access this street with a 100' storage bay and a 125' taper. A right-of-way dedication of 15' along NC 66 running the length of the storage bay and following the taper is required. Developer shall construct this right-turn lane per NCDOT and Town of Kernersville specifications.
3. The developer shall construct a right turn lane on NC 66 to access Clayton Forest Road. The storage bay shall be 150' with a 125' taper. A right-of-way dedication of 15' along NC 66 running the length of the storage bay and following the taper is required. Developer shall construct this right turn lane per NCDOT and Town of Kernersville specifications.
4. A 10' utility/sidewalk easement shall be granted behind the right-of-way along NC66.
5. A 5' wide sidewalk shall be constructed with a 5-foot grass strip along NC 66 and Clayton Forest Road.
6. A negative access easement shall be shown on the final plat to prohibit access along NC 66, excluding the right-in/right-out access.
7. The first access to Clayton Forest Road, approximately 260' from NC 66, shall be a right-in/right-out only at the time the Public Works Director has determined traffic count and/or accidents warrants. The developer shall post a \$2,500 cash bond for the right-in/right-out improvement.
8. Drainage easements through areas "A" and "D", shall be dedicated to facilitate street drainage from Clayton Forest Road. Detailed alignment and widths will be determined during the construction design phase or final development phase, whichever comes first.
9. The proposed street between Clayton Forest Road and Shields Road shall consist of 3" H-Binder, 1-1/2" plant mix surface course on 8" ABC stone. The construction plans shall show a profile of this street extending to Shields Road with provisions to accommodate the future grade change of Shields Road once Shields Road is improved to major thoroughfare standards. A slope easement which follows the toe of the slope along the proposed street between Clayton Forest Road and Shields Road shall be dedicated.
10. Developer shall provide an interconnection between Hanes Street and Area "C" on the final development plan(s). Also, interconnection driveways shall be provided between all adjacent developments. Barrier to be provided by petitioner to prevent construction vehicles between Hanes Street and Area C prior to commercial development of this property. Developer shall provide a stub street from Area C to Hanes Street on final development plan that shall be opened if all residential properties on Hanes Street turn to industrial or commercial uses.
11. All environmental permits required to cross the open channels with roadways shall be obtained by the developer.
12. All detailed construction drawings shall be approved by the Public Works department prior to construction.
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14. A stormwater management plan prepared by a professional engineer, submitted for review and approval by the Public Works Department is required. Detailed calculations will be required for detention ponds.
15. All water & sewer improvements and/or relocations must be approved by the City-County Utility Commission.
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18. The proposed roads shall be built or bonded prior to the recordation of any required final development plan plat.

Architectural Construction, Signage and Landscaping

19. As volunteered by the petitioner, the architectural standards shall be as follows:

Areas A, B, & C: Building materials within this district will include the use of brick and/or Stucco and potential accent materials of split face textured block and/or stone. Roofing materials for sloped roofs may be fiberglass shingles pre-finished standing seam aluminum or steel, slate or wood shingles. All office uses shall have pitched roofs or flat roofs with a parapet wall. The parcels along NC66 shall be brick and potential accent materials of stucco, split face textured block and/or stone.

Areas D: Building materials within this district will include the use of brick and/or Stucco and potential accent materials of split face textured block and/or stone. Roofing materials for sloped roofs may be pre-finished standing seam aluminum or steel, fiberglass shingles, slate or wood shingles. Roof design incorporating flat or nearly flat roofs are also acceptable. Industrial use building that proposes to use metal sides shall be allowed on sides and rears not facing public roads.

20. Twenty foot (20') streetyards shall be provided along NC 66 and Clayton Forest Road.

21. Freestanding signage shall be monument signs 12 feet in height or less. Freestanding pole signs shall not be allowed.

General Conditions

22. Submit a valid petition for voluntary annexation for the entire "Stafford Centre" site prior to final plat submittal.

23. Submit a recordable final plat showing all required right of way and easement dedications for review and approval prior to submittal of building permit application(s).

24. A barrier along Hanes Street shall be installed prior to any construction or grading at the site.

25. The Planning Board shall consider requiring the installation of the bufferyard along Hanes Street prior to construction at the site if grading allows.