Drawn by and mail to: Robinson, Bradshaw & Hinson, P.A. 101 North Tryon Street, Suite 1900 Charlotte, North Carolina 28246 Attn: Robert C. Sink

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLE-FAMILY HOMES IN THE GARDEN DISTRICT OF FIRST WARD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 31st day of October, 2000, by ARVIDA MID-ATLANTIC HOMES, INC., a North Carolina corporation ("Declarant").

BACKGROUND AND PURPOSE

- Declarant is the owner of the real property described in Article II of this Declaration. and desires to create thereon a residential community of detached and attached (duplex) singlefamily homes, sometimes referred to collectively as the "Single-Family Homes in the Garden District of First Ward."
- Declarant desires to insure the attractiveness of the properties within the subdivision, prevent nuisances, preserve, protect, enhance the values and amenities of the properties and provide for the maintenance and upkeep of the Private Drives (as defined below); and, to this end Declarant desires to subject the subdivided properties to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth for the benefit of each property and the owners thereof.
- C. Declarant has incorporated, or will incorporate, under North Carolina law "The Garden District Single-Family Homeowners Association, Inc." as a nonprofit corporation to effectuate the foregoing purposes.

STATEMENT OF DECLARATION

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, declares that all of the property described in Article II hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the North Carolina Planned Community Act, N.C. Gen. Stat. Chapter 47F, and the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. FOR REGISTRATION JUDITH A GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC 2000 NOV 03 04:18 PM 800K.11699 PAGE.678-690 FEE:\$28.00 INSTRUMENT # 2000162331

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean and refer to Arvida Mid-Atlantic Homes, Inc.

Section 2. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Pursuant to N.C.G.S. 47-36.1, this document is being re-recorded for the purpose of correcting the Map Book reference in Section 5 on page 2.

C-679863v03_08955.01051

Robert C. Sink, Drafting Attorney

- <u>Section 3</u>. "Homeowners Association" shall mean and refer to The Garden District Single-Family Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.
- <u>Section 4</u>. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.
- Section 5. "Plat" shall mean and refer to the Final Plat of the Garden District of First Ward, recorded in Map Book 39, at Page 959, in the office of the Register of Deeds of Mecklenburg County, North Carolina
- Section 6. "Properties" shall mean and refer to the properties shown on the Plat that have been, or may be, subjected to this Declaration, as described in Article II hereof.
- <u>Section 7</u>. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on the Plat and made subject to this Declaration as described in Article II hereof.
- Section 8. "Block 2 Lots" shall mean and refer to the Lots described and shown on the Plat as Lots 1 through 6 in Block 2.
 - Section 9. "Block 2 Owner" shall mean and refer to the Owner of a Block 2 Lot.
- Section 10. "Private Drive" shall mean and refer to each of the three (3) private driveways (which are perpetual, nonexclusive, easements to provide vehicular and pedestrian access to abutting Lots) located within Blocks 3, 4 and 5, as shown on the Plat, each being sixteen (16) feet wide.
 - Section 11. "Class A Members" shall have the meaning set forth in Article III, Section 2.
 - Section 12. "Class B Members" shall have the meaning set forth in Article III, Section 2.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE HOMEOWNERS ASSOCIATION

Section 1. Original Properties. The initial real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and shall be within the jurisdiction of the Homeowners Association consists of (a) Block 3, Lots 1 through 9, as shown on the Plat, (b) Block 4, Lots 2 through 9, as shown on the Plat, and (c) all rights in and to the Private Drives appurtenant to the foregoing Lots.

Section 2. Additional Properties. Declarant may, at any time prior to December 31, 2001, subject all or any portion of the following described real property to the operation and effect of this

Declaration and the jurisdiction of the Homeowners Association: (a) Block 2, Lots 1 through 6, as shown on the Plat; (b) Block 5, Lots 3 through 9, as shown on the Plat and (c) all rights in and to the Private Drives appurtenant to the foregoing Lots. Any such additions shall be made by the recordation of Supplemental Declarations of Covenants, Conditions and Restrictions, executed by Declarant, specifying the additional real property to added as Properties and subjected to this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a Member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every Owner shall notify the Homeowners Association of the Owner's acquisition of title to a Lot within fifteen (15) days after title is acquired.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights and assessments. Class A Members shall be the Owners of all Lots except Block 2 Lots. Class B Members shall be all the Owners of all Block 2 Lots.

<u>Section 3</u>. The voting rights for each class of Lots shall be the same, except that the Owners of Class B Lots shall not have any voting rights with respect to matters concerning the Private Drives, including assessments with respect to the Private Drives.

<u>Section 4</u>. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV PRIVATE DRIVES

Section 1. By recordation of the Plat, the Private Drives have been dedicated as perpetual, nonexclusive easements to provide vehicular and pedestrian access between a public street and (a) the Lots burdened and benefited by the Private Drives and (b) the adjacent properties shown on the Plat as being burdened and benefited by the Private Drives, namely, Lot 10, Block 3; Lot 1, Block 4, and Lot 1, Block 5 (the "Adjacent Lots"). The Private Drives are located one-half on affected Lots and one-half on affected Adjacent Lots. The Private Drives shall be for the exclusive use of the Owners and the owners (including unit owners in the case of condominiums) of the Adjacent Lots, and their lessees, invitees and guests. The Association shall enter into an agreement (the "Private Drive Agreement") with the current owner of the Adjacent Lots or the condominium association intended to be formed with respect to the Adjacent Lots, which Agreement shall address and fairly establish the rights and obligations of each party with respect to the use, maintenance, and repair of the Private Drives.

Section 2. Delegation of Use.

- (a) <u>Family</u>. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.
- (b) <u>Tenants or Contract Purchasers</u>. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina; <u>provided that</u> no such delegation shall relieve the Owner of his responsibilities and obligations under this Declaration and the Owner shall remain fully responsible for the acts or omissions of any tenant or contract purchaser.
- (c) <u>Guests</u>. The Private Drives may be utilized by guests and invitees of Owners, tenants, or contract purchasers subject to the rules and regulations of the Homeowners Association, as may be established by its Board of Directors, governing that use. Owners, tenants and contract purchasers shall be responsible for the conduct, acts and omissions of their guests and invitees.

ARTICLE V 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 of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments and (2) special assessments, such assessments to be established and collected as hereinafter provided. Any such assessment, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used (a) to enforce the covenants, conditions and restrictions imposed by this Declaration (b) to promote the health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Private Drives, including, but not limited to, the cost of maintenance, repair, replacement, or additions thereto and reserves therefor, (c) to procure and maintain insurance in accordance with the Bylaws of the Homeowners Association or the North Carolina Planned Community Act, and (d) to employ attorneys to represent the Homeowners Association, when necessary.

- Section 3. <u>Maximum Annual Assessment</u>. Until January 1, 2002, the maximum annual assessment shall be: for Class A Members, one hundred eighty dollars (\$180.00) per Lot, and for Class B Members, ninety dollars (\$90.00) per Lot.
 - (a) From and after January 1, 2000, the maximum annual assessment above established may be increased by the Board of Directors of the Homeowners Association, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the United States Department of Labor) U.S. City Average, for all Cities over the immediately preceding twelve (12) month period which ended on the previous October 1.
 - (b) From and after January 1, 2002, the maximum annual assessments for each membership class may be increased without limitation, if such increase is approved by the votes of three-fourths (3/4) of each such class of Members, cast in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, any operating cost deficit or other expense for which annual assessments receipts are insufficient or the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Private Drives, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class and shall be collected on a monthly basis (with annual assessments payable in equal monthly installments).

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting of the Homeowners Association called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members entitled to vote not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots on the earlier of (a) the first day of the month following the conveyance of all of the Lots by Declarant, or (b) July 1, 2001. By July 1, 2001, the Board of Directors of the Homeowners Association shall fix the amount of monthly assessments against each Lot for the remainder of calendar year 2001 and for calendar year 2002, and by August 1, 2001, shall send written notice of such fixed assessment to every Owner subject thereto. By December 1, 2001, and by December 1 of each year thereafter, the Board of Directors of the Homeowners Association shall fix the amount of monthly assessments against each Lot for the next year and by December 15 of the same year shall send written notice of such fixed assessment to every Owner subject thereto. Failure of the Board of Directors or the Homeowners Association to fix the amount of annual assessment or to notify any Owners shall not relieve any Owner of the obligation to pay assessment when due. The due dates for the payment of

annual and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of ten percent (10%) or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is the lesser. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot by action or by power of sale pursuant to N.C. Gen. Stat. §47F-3-116 and any other applicable provisions under North Carolina law. Pursuant to N.C. Gen. Stat. §47F-3-116(a), any and all fees, charges, late charges, interests and fines and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment and be enforceable as such. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage or first deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments to the extent the assessments became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

Section 10. Assessments for Private Drive Purposes. Anything herein to the contrary notwithstanding, no assessment shall be levied or imposed against the Block 2 Lots or the Class B Members, and no portion of any assessment collected from any Class B Member shall be used, with respect to the ownership, operation, maintenance, repair, or replacement of the Private Drives. To that end, the Homeowners Association shall fix assessments separately with respect to Class A Members and Class B Members and shall separately account for assessments collected or applied with respect to the Private Drives. Class B Members shall not be entitled to vote on matters concerning the Private Drives and assessments therefor and shall not be considered for quorum purposes with respect to any such vote.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, structure or other improvement shall be commenced or maintained upon the Properties, nor shall any exterior addition, change or alteration be made, including, without limitation, the erection of antennas, aerials or awnings or the placement of reflective or other

material in windows until detailed plans and specifications showing the nature, kind, shape, heights, materials, colors, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by that Board. The Board or architectural control committee shall review the plans and specifications to determine if the external design and location of the proposed improvement is in harmony with surrounding structures and topography. The Board may, but is not required to, adopt more specific guidelines for architectural review and may revoke or amend guidelines previously adopted at any time. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. No action or inaction by the Board of Directors or the architectural control committee with respect to a specific improvement, addition or alteration made or proposed shall operate as waiver or estoppel with respect to any later submission or proposal. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the value or appearance of any Lot; provided that nothing herein shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE VII USE RESTRICTIONS

Section 1. Land Use. All Lots shall be known and described as residential lots. Lots shall be used exclusively for single-family residential purposes (including duplexes on Lots 1 and 9, Block 3, of the Plat; Lot 2, Block 4, of the Plat) and shall be devoted exclusively to dwelling use. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling, not to exceed three stories in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to the above described use of the Lot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plats, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line as required by the City of Charlotte Zoning Ordinances or any other applicable zoning ordinance. Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this section.

<u>Section 3</u>. <u>Subdivision of Lots</u>. No person or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of the Declarant.

Section 4. Size of Structure. No residential structure shall be erected or placed having a total finished heated area of less than fifteen hundred (1,500) square feet in the case of a detached, single-family residence or less than thirteen hundred (1,300) square feet in the case of a duplex residence, in either case exclusive of any garage area. Unintentional violations not exceeding ten

percent (10%) of the minimum square footage requirements herein set forth shall not be considered a violation of this section.

- Section 5. <u>Temporary Structures</u>. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Homeowners Association, or its designated agent or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.
- Section 6. Use of Private Drives. The Private Drives shall not be used in any manner except as shall be set forth in this Declaration.
- Section 7. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties.
- Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Private Drive, nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience, or nuisance to residents of the Properties or the neighborhood. No Owner shall permit anything to be done or kept on a Lot or Private Drive that would result in the cancellation of insurance on any other portion of the Properties or that would constitute or result in a violation of any law, ordinance, regulation, or order of any governmental authority having jurisdiction.
- Section 9. Residence. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Properties shall be at any time used as a dwelling or residence, temporarily or permanently, nor shall any structure of a temporary character be used as a dwelling or residence.
- Section 10. Radio and Television Antennas. No free-standing radio or television or electronic reception towers, antennas, dishes or disks shall be erected on any Lot. Only radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence and only dishes or disks not exceeding four (4) feet in diameter and not visible from any point on the street in front of the residence shall be permitted.
- Section 11. Harmony of Structures. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures on the Properties.
- Section 12. Easements. Perpetual easements are reserved for the Private Drives over all of the Lots except the Block 2 Lots and for sight triangles as shown on recorded maps.
- Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period. No metallic foil or other coating, substance, or material which similarly acts as a reflector of light shall be placed on or about any window.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to the following restrictions. No animals may be kept, bred, or maintained for any commercial purpose. No more than 3 outdoor pets (such as dogs or cats) shall be kept on any Lot (except for newborn offspring under 9 months old). No animal shall be allowed that constitutes an unreasonable danger, annoyance, inconvenience, or nuisance to any other Owner, and the Board of Directors of the Homeowners Association may require that any such animal be removed from the Properties.

<u>Section 15</u>. <u>Trash Disposal</u>. All rubbish, trash, garbage, or waste of any kind shall be kept in sanitary, roll-out containers in accordance with applicable laws and ordinances. All receptacles and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in appropriate areas on the Lot concealed from public view.

<u>Section 16</u>. <u>Fences</u>. No chain link fence shall be erected on any Lot, and no fences shall be erected on any Lot between the house located on the Lot and the road right-of-way, nor shall any fence be erected except in accordance with the architectural control provisions of Article VI hereof.

Section 17. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular areas shown on the recorded plats of the Properties, including the triangular areas shown at the intersections of the Private Drives and the public street. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

<u>Section 18</u>. <u>Parking of Vehicles</u>. No truck over one ton, school bus, camper, trailer, boat or boat trailer, recreation vehicles, nor any other vehicle, craft or watercraft shall be parked in a Private Drive, abutting street, or in the driveway, front yard, side yard, or back yard of any Lot except as expressly permitted by the Board of Directors of the Homeowners Association, its architectural control committee or its designated subcommittee.

<u>Section 19</u>. <u>Mailboxes</u>. No mailbox shall be permitted other than the uniform mailboxes provided initially by the Declarant or thereafter approved in accordance with the architectural control provisions of Article VI hereof.

<u>Section 20</u>. <u>Basketball Goal Support</u>. No basketball goal supports shall be erected or placed within any street right of way.

ARTICLE VIII GENERAL PROVISIONS

<u>Section 1</u>. <u>Enforcement</u>. The Homeowners 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 this Declaration. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by the Homeowners Association or any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

<u>Section 2</u>. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only to the land specifically herein described and shall run with and bind that land. This Declaration may be amended prior to December 31, 2001, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and by the Declarant, so long as the Declarant still owns any Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded in the Mecklenburg Public Registry.

IN WITNESS WHEREOF, the undersigned, Arvida Mid-Atlantic Homes, Inc., Declarant by virtue of the provisions of the preamble of the aforesaid Declaration of Covenants, Conditions, and Restrictions, has caused this instrument to be duly executed under seal by its manager as of the day and year first above written.

ARVIDA MID-ATLANTIC HOMES, INC. a North Carolina corporation

(CORPORATE SEAL)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA	
COUNTY OF MECKLENBURG	
	, a Notary Public of the County and
State aforesaid, certify that Diane Bost	, personally
came before me this day and acknowledged that 3 he	e is Asst Secretary of
ARVIDA MID-ATLANTIC HOMES, INC., a North C	arolina corporation, and that by authority
duly given and as the act of the corporation, the foregoing	instrument was signed in its name by its
	rporate seal and attested by him/her as its
Asst. Secretary.	•
Witness my hand and official stamp or seal, this	315 day of Ochobec , 2000.
AFFICAL SEAL]	na Cenn Comt
A B D B D B D B D B D B D B D B D B D B	

Notary	Public

My commission expires: 2/11/01

C-679863v03_08955.01051



JUDITH A. GIBSON REGISTER OF DEEDS, MECKLENBURG COUNTY **COUNTY & COURTS OFFICE BUILDING** 720 EAST FOURTH STREET **CHARLOTTE NC 28202**

Filed For Registration:

11/02/2000 10:23 AM

Book:

RE 11694 Page: 22-33

Document No.:

2000161131

RESTR 12 PGS \$28.00

Recorder:

LINDA PERAULT

State of North Carolina, County of Mecklenburg

The foregoing certificate of EDNA ANN GANT Notary is certified to be correct. This 2 ND of November 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Deputy/Assistant Register of Deeds



2000161131



JUDITH A. GIBSON REGISTER OF DEEDS, MECKLENBURG COUNTY COUNTY & COURTS OFFICE BUILDING 720 EAST FOURTH STREET CHARLOTTE NC 28202

Filed For Registration:

11/03/2000 04:18 PM

Book:

RE 11699 Page: 678-690

Document No.:

2000162331

RESTR 13 PGS \$28.00

Recorder:

SERENA ROSS



2000162331