

ARTICLES OF INCORPORATION
OF
THE SARDIS FOREST HOMEOWNERS ASSOCIATION

We, the undersigned, natural persons of the age of Twenty-one (21), years or more do make and acknowledge these Articles Of Incorporation for the purpose of forming a non-profit corporation under and by virtue of the laws of North Carolina asset forth in North Carolina General Statute, Chapter 55A.

ARTICLE I.

The name of the corporation is THE SARDIS FOREST HOMEOWNERS ASSOCIATION, hereafter called the "Association"

ARTICLE II.

The principal office of the Association is located at 1221 East Morehead Street, Mecklenburg County, Charlotte, North Carolina.

ARTICLE III.

The address of the initial registered office of the Association shall be One NCNB Plaza, Suit. 3601, Mecklenburg County. Charlotte, North Carolina and the name of its Initial registered agent at such address shall be Louis A. Bledsoe, Jr.

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Tracts, and common Area within that certain tract of property described on

Exhibit A attached hereto and made a part hereof, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(A) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, conditions and Restrictions, hereafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register Of Deeds for Mecklenburg County, North Carolina and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(B) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, taxes or governmental charges levied or imposed against the property of the Association;

(C) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(D) borrow money, and with the assent of two-thirds (2/3) 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;

(E) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such

purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale, or transfer.

(F) participate in mergers and consolidations with other non-profit corporation, organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assents of two-thirds (2/3) of each class of members;

(G) have and to exercise any and all powers, rights and privileges which a corporation organized under the NonProfit Corporation Law of the State of North Carolina by law may now or hereafter have, or exercise.

ARTICLE V.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Tract which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Tract which is subject to assessment by the Association.

ARTICLE VI.

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall, be entitled to one vote, for each Lot or Tract owned. When more than one person holds an interest in any Lot or Tract, all such persons shall be members. The vote for such Lot or Tract shall be exercised as they among Themselves determine, but in no event shall more than one vote be Cast with respect to any Lot or Tract.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or Tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on May 31, 1981.

ARTICLE VII.
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of seven (7) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses Of the persons who are to act in the capacity of Directors until the selection of their successors are described on Exhibit B attached hereto and made a part hereof.

At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and three Directors for a term of three years; and at each annual meeting thereafter the members shall elect Directors for a term of three years to fill the terms of those Directors whose terms are expiring

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ARTICLE VIII.

DISSOLUTION

The association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of member. Upon dissolution of the Association, other than incident to a merger Or consolidation, the assets of the association shall be dedicated to an appropriate public agency to be used for purpose similar to those for which this Association was created In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX.

DURATION

The corporation shall exist perpetually.

ARTICLE X.

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI.

HUD/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

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IN WITNESS WHEREOF for the purpose of forming this corporation under the laws of the State of North Carolina, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of July, 1976.

One NCNB Plaza
Suite 3601
Charlotte, N.C. 28220

S/ Louis A. Bledsoe, Jr. (SEAL)
Louis A. Bledsoe, Jr.

One NCNB Plaza
Suite 3601
Charlotte, N.C. 28220

S/ Ashley L. Hogewood Jr. (SEAL)
Ashley L. Hogewood Jr.

One NCNB Plaza
Suite 3601
Charlotte, N.C. 28220

S/ Harry A. Berry, Jr. (SEAL)
Harry A. Berry, Jr.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, LINDA GOLD, a Notary Public for said County and State, do hereby certify that LOUIS A. BLEDSOE, JR., ASHLEY L. HOGWOOD, JR., and HARRY A. BERRY, JR., personally appeared before me this 20th day of July, 1976, and acknowledged the due execution of the forgoing Articles of Incorporation.

S/ Linda, A. Gold
—
Notary Public

My Commission Expires: 8-13-80

(Stage I)

Tract_I:

Lying and Being in Providence Township, Mecklenburg County, North Carolina. BEGINNING at a point located at the northwest corner of Lot 188 of the subdivision known as Stradfordshire, as shown on map recorded in Map Book 14 at Page 579 of the Mecklenburg Public Registry; thence with the westerly boundary line; of Lots 188, 187, 186, 185, 184, 183, 182, 181 and 180 of said Stradfordshire Subdivision S. 3-59-33 W. 864.04 feet to a point; thence N. 80-34-50 W. 361.39 feet to a point; thence S. 17-42-16 W. 72.46 feet to a point in the center line of Sardis Road; thence with the arc of a circular curve to the left having a radius of 965.91 feet, an arc distance of 12.61 feet to a point in the center line of said Sardis Road; thence with the center line of Sardis Road, N. 54-53-48 W. 476.85 feet to a point; thence with the arc of a circular curve to the left having a radius of 885.23 feet, an arc distance of 426.18 feet to a point; thence N. 0-18-37 N. 754.58 feet to a point in the easterly boundary line of the A. P. Faulkner (now or formerly) property as described in deed recorded in Book 1491 at Page 171 of the Mecklenburg Public Registry; thence with the said A. P. Faulkner property line N. 35-08-54 E. 236.34 feet to a point in the center of Sardis Creek; thence with the center line of Sardis Creek in the following courses and distances: (1) S. 75-59-49 E. 101.12 feet to a point; (2) S. 54-51-08 E. 55.99 feet to a point; (3) N. 84-12-06 E. 48.21 feet to a point; (4) N. 66-15-14 E. 55.79 feet to a point; (5) S. 44-11-22 E. 29.52 feet to a point; (6) N. 85-00-16 E. 141.62 feet to a point; (7) S. 57-13-51 E. 91.42 feet to a point; (8) S. 24-55-51 B. 48.14 feet to a point; (9) S. 55-56-54 B. 136.16 feet to a point; (10) S. 84-24-55 B. 81.50 feet to a point; (11) S. 31-49-11 B. 66.22 feet to a point; (12) N. 68-53-17 E. 81.30 feet to a point; (13) N. 78-22 Z. 142.3.1 feet to a point; (14) N. 54-55-59 E. 44.64 feet to a point; (15) S. 70-33-12 E. 11.06 feet to a point in the westerly margin of the right-of-way of Morning Dale Road; thence with the said margin of Morning Dale Road and with the arc of a circular curve to the left having a radius of 359.71 feet, an arc distance of 22.73 feet to a point in the westerly margin of the right-of-way of Morning Dale Road; thence N. 12-52-37 B. 57.06 feet to a point; thence S. 77-07-23 E. 60.0 feet to a point; thence S. 12-52-37 N. 67.06 feet to a point; thence with the arc of a circular curve to the right having a radius of 419.71 feet, an arc distance of 33.70 feet to a point; thence with the center line of Sardis Creek in the following distances and courses: (1) S. 34-10-18 E. 61.85 feet to a point; (2) N. 52-17-47 B. 32.31 feet to a point; (3) S. 72-54-30 E. 24.36 feet to a point; (4) S. 17-41-29 F. 50.47 feet to a point; (5) S. 73-22-52 B. 31.28 feet to a point; (6) S. 15-26-17 E. 64.34 feet to a point; (7) S. 65-35-07 B. 63.43 feet to a point; (8) N. 55-43-58 E. 27.98 feet to a point; (9) S. 71-03-30 B. 77.95 feet to a point; (10) N. 30-03-03 B. 53.34 feet to a point; (11) N. 77-36-00 E. 97.99 feet to a point; (12) S. 51-49-39 E. 54.61 feet to a point in the westerly boundary line of the J. M. Renfrow, Jr., et al., (now or formerly) property; thence S. 4-18-21 W. 253.40 feet to a point; thence N. 73-26-07 N. 411.98 feet to a point, the point and place of BEGINNING. All as shown on plat of Sardis Forest, Section I, said plat prepared by R. B. Pharr & Associates and dated February 27, 1976 (File No. RR 141) and as shown on survey of the Sardis Forest Recreation Areas dated February 5, 1976 (File No. W-222).

TRACT II:

BEING all of Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 1; Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 in Block 2; Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block 3; and Lots 1, 2, 3 and 4 in Block 6, of SARDIS FOREST, SECTION II, as shown on map recorded in Map Book 17 at Page 563 of the Mecklenburg Public Registry, North Carolina.

(Recreation Areas)

Lying and Being in Providence Township, Mecklenburg County, North Carolina.

Tract I:

BEGINNING at a point at the southwest corner of Lot 1 in Block 1 of SARDIS FOREST, SECTION II, as shown on map recorded in Map Book

17 at Page 563 of the Mecklenburg Public Registry; thence S 77-07-23 E, 155.10 feet to a point located in the westerly margin of the right-of-way of Morning Dale Road (60-foot right-of-way); thence with the said margin of Morning Dale Road, S. 12-52-37 W. 67.06 feet to a point; thence with the arc of a circular curve to the right having a radius of 359.71 feet, an arc distance of 22.73 feet to a point; thence with the center line of Sardis Creek in the following fifteen (15) courses and distances: (1) N. 70-33-12 W. 11.06 feet to a point; (2) S. 54-55-59 W. 44.64 feet to a point; (3) S. 78-22 W. 142.31 feet to a point; (4) S. 68-53-17 N. 81.30 feet to a point; (5) N. 31-49-11 W. 66.22 feet to a point; (6) N. 84-24-55 W. 81.50 feet to a point; (7) N. 55-56-54 W. 136.16 feet to a point; (8) N. 24-55-51 N. 48.14 feet to a point; (9) N. 57-13-51 W. 91.42 feet to a point; (10) S. 8-00-16 N. 141.62 feet to a point; (11) N. 44-11-22 W. 29.52 feet to a point; (12) S. 66-15-14 W. 55.79 feet to a point; (13) S. 84-12-06 W. 48.21 feet to a point; (14) N. 54-51-08 W. 55.99 feet to a point; (15) N. 75-59-49 W. 101.12 feet to a point in the easterly boundary line of the A. P. Faulkner (now or formerly) property as described in deed recorded in Book 1491 at Page 171 of the Mecklenburg Public Registry; thence with the said A. P. Faulkner property line, N. 35-08-54 E. 395.37 feet to a point located at the corner of the Mrs. 3. F. Harkey (now or formerly) property as described in deed recorded in Book 1648 at Page 502 of the Mecklenburg Public Registry; thence S. 86-08-20 W. 28.07 feet to a point; thence S. 57-08-20 E. 721.89 feet to a point, the point and place of BEGINNING. Containing 5.50 acres as shown on a survey of Recreation Areas of Sardis Forest, said survey prepared by R. B. Pharr & Associates dated February 5, 1976 (File No. W 222).

Tract II:

BEGINNING at a point located at the southeast corner of Lot 1, Block 6 of SARDIS FOREST, SECTION II, as shown on map recorded in Map Book 17 at Page 563 of the Mecklenburg Public Registry, said point being located S. 77-07-23 E. 95.0 feet from a point in the easterly margin of the 60-foot right-of-way of Morning Dale Road; thence S. 77-07-23 E. 370.53 feet to a point in the westerly boundary line of the J. M. Renfrow, Jr., et al. (now or formerly) property; thence with the said Renfrow boundary line S. 04-18-21 W. 154.51 feet to a point in the center line of Sardis Creek; thence with the center line of Sardis Creek in the following twelve (12) courses and distances: (1) N. 51-49-39 N. 54.61 feet to a point; (2) S. 77-36-00 W. 97.99 feet to a point; (3) S. 30-03-03 N. 53.34 feet to a point; (4) N. 71-03-30 N. 77.95 feet to a point; (5) S. 55-43-58 W. 27.98 feet to a point; (6) N. 65-35-07 N. 63.43 feet to a point; (7) N. 15-26-17 W. 64.34 feet to a point; (8) N. 73-22-52 N. 31.28 feet to a point; (9) N. 17-41-29 W. 50.47 feet to a point; (10) N. 72-54-30 W. 24.36 feet to a point; (11) S. 52-17-47 W. 32.31 feet to a point; (12) N. 34-10-18 W. 61.85 feet to a point in the easterly margin of the right-of-way of Morning Dale Road; thence with the easterly margin of the right-of-way of Morning Dale Road and with the arc of a circular curve to the left having a radius of 419.71 feet, an arc distance of 33.70 feet to a point; thence N. 12-52-37 E. 67.06 feet to a point in the southerly boundary line of said Lot 1, Block 6 of SARDIS FOREST, Section II; thence S. 77-07-23 E. 95.0 feet to a point, the point and place of BEGINNING. Containing 1.90 acres as shown on survey of Recreation Areas of Sardis Forest, said survey prepared by R. B. Pharr & Associates dated February 5, 1976 (File No. W222) and reference is also made to the map of Sardis Forest, Section II, recorded in Map Book 17 at Page 563 of the Mecklenburg Public Registry.

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EXHIBIT B

BOARD OF DIRECTORS

<u>Name</u>	<u>Address</u>
William H. Trotter	1221 East Morehead Street Charlotte, North Carolina
Stoney B. Motsinger	1221 East Morehead Street Charlotte, North Carolina
Michael B. Sloop	1221 East Morehead Street Charlotte, North Carolina
Brenda P. Casteen	1221 East Morehead Street Charlotte, North Carolina
Robert R. Ingraham	1221 East Morehead Street Charlotte, North Carolina
Marie B. Smith	1221 East Morehead Street Charlotte, North Carolina
Raymond N. Tackett	1221 East Morehead Street Charlotte, North Carolina

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, William Trotter Development Company is the present owner and William Trotter Company is to be the future owner of certain property in Mecklenburg County, North Carolina, which is more particularly described on Exhibit A attached hereto and made a part hereof;

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

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Sardis Forest Homeowners Association, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot or Tract is described on Exhibit B attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any parcel of land, consisting of less than one acre, shown upon any recorded subdivision map of the Properties, with the exception of the Common area.

Section 6. "Tract" shall mean and refer to any parcel of land consisting of one acre or more shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 7. "General Plan" shall mean and refer to documents, plate and surveys depicting the properties and showing the described uses and purposes of said properties heretofore submitted by Declarant to the Department of Housing and Urban Development or the Veterans Administration.

Section 8. "Declarant" shall mean and refer to William Trotter Development Company and William Trotter Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Tract from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Tract, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot or Tract remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot or Tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Tract which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Tract owned. When more than one person holds an interest in any Lot or Tract, all such persons shall be members. The vote for such Lot or Tract shall be exercised as they among themselves, determine, but in no event

shall more than one vote be cast with respect to any Lot or Tract.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot or Tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on May 31, 1981.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Tract owned within the Properties, hereby covenants, and each Owner of any Lot or Tract 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 Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of

the Common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Tract to an Owner, the maximum annual assessment shall be Sixty and No/100 (\$60.00) Dollars per Lot or Tract.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Tract to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Tract to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and Tracts and may be collected on a monthly basis and shall be

paid to the collection agency as directed by the board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Tracts on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Tract have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Tract.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Tract shall not affect the assessment lien. However, the sale or transfer of any Lot or Tract pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Tract from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including but not limited to color of painting on the exterior and type of exterior finish, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Owner shall provide exterior maintenance upon each Lot or Tract including but not limited to paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass or other ground cover (including fertilizing and cutting thereof), and maintaining walks, driveways and other exterior improvements.

In the event an Owner of any Lot or Tract in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors or its designated committee, said Board of Directors or its designated committee shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot or Tract and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and any other costs or attorney's fees caused in the enforcement of the rights under these pro-

visions shall be added to and become a part of the assessments to which such Lot or Tract is subject. Approval by the Board of Directors or its designated committee where required shall be as provided hereafter.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, approval will, not be required and the related covenants shall be deemed to have been fully complied with; however, in the event the committee is not notified or requested in writing to approve any item recited in these Restrictions, then the committee may institute suit to enjoin and remove any building, wall, garage, outbuilding or other structure located on said premises, and further, the committee may utilize any other legal or equitable remedy available to protect against such violation; provided, however, failure to institute legal action shall not constitute waiver of any legal or equitable remedy.

ARTICLE VI.

GENERAL RESIDENTIAL COVENANTS

Section 1. Land Use and Building Type. No Lot or Tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot or Tract other than one detached single-family dwelling not to exceed two and one-half stores in height and a private garage for not more than two cars.

Section 2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost to purchaser including said Lot, of less than \$30,000, and no dwelling shall be permitted on any Tract at a cost to purchaser including said Tract, of less than \$50,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially

the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling area and size. The ground floor area of the main structure located on a Lot, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling and not less than 800 square feet for a dwelling of more than one story. The ground floor area of the main structure located on a Tract, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling and not less than 1,000 square feet for a dwelling of more than one story.

Section 3. Building Location.

(a) (1) No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any Lot nearer than 30 feet to the front lot line or nearer than 17 feet to any side Street line.

(2) No building shall be located on any Tract nearer than 50 feet to the front line or nearer than 25 feet to any side Street line.

(b) No building shall be located nearer than 10 feet to the interior boundary line, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the minimum building setback line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot or Tract to encroach upon another Lot or Tract.

In the event of the unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner or Owners for the time being of the property affected thereby, to change such restrictions accordingly; provided, however,

that such change shall not exceed 10 percent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as 2 feet.

Section 4. Lot or Tract Area and Width.

(a) No dwelling shall be erected or placed on any interior Lot having a width of less than 15 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 12,000 square feet.

(b) No dwelling shall be erected or placed on any interior Tract having a width of less than 100 feet at the minimum building setback line as set forth herein, nor shall any dwelling be erected or placed on any Tract having an area of less than one (1) acre in size.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and over the rear 10 feet on each Lot and Tract. Within these easements, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement area of each Lot and Tract, and all improvements in it shall be maintained continuously by the Owner of the Lot or Tract except for those improvements for which a public authority or utility company is responsible. Within these easements no debris, piles of leaves, grass clippings or other material may be placed or dumped in such a manner that it might be washed by water drainage onto the property of any other Owner.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Although not limited to but included as an offensive activity is the maintenance of an auto repair site or similar unsightly activity not in keeping with the general good looks of the subdivision.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot or Tract at any time as a residence either temporarily or permanently.

Section 8. Signs. No sign shall be displayed to the public view on any Lot or Tract 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.

Section 9. Livestock and Poultry. No animals, live-stock or poultry of any kind shall be raised, bred or kept on any Lot or Tract, except horses may be kept on Tracts only, and dogs, cats, or other household pets may be kept on Lots and Tracts, provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets, including horses, and the pets themselves do not create a nuisance as determined by the Board of Directors or its designated committee in which case the nuisance will immediately be abated upon request of said Board of Directors or its designated committee.

Section 10. Control of Dogs. Every person owning or having possession, charge, care, custody, or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off the premises if it be under the control of a competent person and restrained by a chain or leash or other means of adequate physical control.

Section 11. Garbage and Refuse Disposal. No Lot or Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Tract, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon any Lot or Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or Tract.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that suit is brought by the Association or an Owner to enforce any covenant of this Restriction Agreement, or for breach of any covenant or condition herein contained, the party or parties bringing such action shall, upon determination of said suit in their favor, be entitled to reasonable attorneys' fees, which shall be any damages awarded by the Court.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Properties subject to General Plan heretofore submitted by Declarant may be annexed by the filing in the Office of the Register of Deeds of Mecklenburg County of an amendment to this Declaration of Covenants, Conditions and Restrictions

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so describing said property, subject only to approval pursuant to Section 5 hereunder.

(b) Additional residential property and Common Area not included in General Plan may be annexed to the Properties with the consent of two-thirds of each class of members.

Section 5. HUD/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG

FIRST AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER DEVELOPMENT COMPANY, WILLIAM TROTTER COMPANY, TIM, INC., a North Carolina corporation, Trustee, and NCNB MORTGAGE CORPORATION, do hereby join together in order to amend the Declaration of Covenants, Conditions and Restrictions on SARDIS FOREST as recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry, as follows:

1. Section 4 of Article 1 of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows (changes being underlined):

"Common Area" shall mean all real property and any improvements thereon owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot or Tract is described on Exhibit B attached hereto and made a part hereof.

2. Section 2 of Article IV of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is hereby amended to include a provision for special assessments as follows:

(a) Special Assessments for Capital Improvements. In addition to the annum assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

3. Sections 3(a) and 3(b) of Article IV of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry are hereby amended to read as follows (changes being underlined):

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Tract to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Tract to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or

by proxy, at a meeting duly called for this purpose.

4. Section 8 of Article IV of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows (change being underlined):

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Tract shall not affect the assessment lien. However, the sale or transfer of any Lot or Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Tract from liability for any assessments thereafter becoming due or from the lien thereof.

5. Section 3(b) of Article VI of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at page 967 of the Mecklenburg Public Registry is amended to read as follows (change being underlined):

No building shall be located nearer than 10 feet to the interior side boundary line, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the minimum building setback line.

6. Section 4(b) of Article VI of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows:

No dwelling shall be erected or placed on any Interior Tract having a width of less than 100 feet at the minimum building setback line as set forth herein.

7. Section 1 of Article VII of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows:

Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that Suit is brought by the Association or an Owner to enforce any covenant of this Restriction Agreement, or for breach of any covenant or condition herein contained, the party or parties bring such action shall, upon determination of said suit in their favor, be entitled to reasonable attorneys' fees, which shall be in addition to any damages awarded by the Court.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this Amendment to Declaration of Covenants, Conditions and Restrictions as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions. WILLIAM TROTTER DEVELOPMENT COMPANY executes this instrument as the present and former owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions. TIM, INC., executes this instrument is the Trustee in those certain Deeds

of Trust recorded in Book 3841 at Page 835 and Book 3847 at Page 983 of the Mecklenburg Public Registry. NCNB MORTGAGE CORPORATION executes this instrument as holder and beneficiary under Deeds of Trust recorded in Book 3841 at Page 835 and Book 3847 at Page 983 of the Mecklenburg Public Registry.

IN WITNESS WHEREOF, THE Parties have caused this instrument to be duly executed this 30th day of June, 1976.

* * SEALS AND SIGNATURES * *

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 30th day of June, 1976,

personally came before me, WILLIAM H. TROTTER who being by me duly sworn, says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY and that the seals affixed to the foregoing instrument in writing are the corporate seals of the companies, and that said writing was signed and sealed by him in behalf of said corporations, by their authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the acts and deeds of the said corporation.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG
RESTRICTIONS

SECOND AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY do hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry, as follows:

Pursuant to paragraphs 4 and 5 of Article VII of said Declaration of Covenants, Conditions and Restrictions and amendments thereto, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and the amendment above described shall be binding on all parties having any right, title or interest in the following lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The property to which this Amendment applies is located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEING all of Lot 9 in Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 2 of SARDIS FOREST, SECTION II, as shown on map recorded in Map Book 18 at Page 34 of the Mecklenburg Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY execute this instrument as the present owners of the above described property and a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, WILLIAM TROTTER DEVELOPMENT COMPANY and
WILLIAM TROTTER COMPANY have caused this instrument to be duly executed
this 9th day of May, 1977.

.SEALS AND SIGNATURES

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 9th day of May, 1977,
personally came before me, WILLIAM H. TROTTER who being by me duly sworn,
says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and
WILLIAM TROTTER COMPANY and that the seals affixed to the foregoing
instrument in writing are the corporate seals of the companies, and that
said writing was signed and sealed by him in behalf of said corporations,
by their authority duly given. And the said WILLIAM H. TROTTER acknowledged
the said writing to be the acts and deeds of the said corporation.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY do hereby amend the Declaration of Covenants, Conditions and Restrictions said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to Page 630 of the Mecklenburg Public Registry, as follows:

Pursuant to paragraphs 4 and 5 of Article VII of said Declaration of Covenants, Conditions and Restrictions and amendments thereto, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and the amendment above described shall be binding on all parties having any right, title or interest in the following lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The property to which this Amendment applies is located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEING all of Lot 1 in Block 7 of SABDIS FOREST, SECTION III, as shown on Map 1 recorded in Map Book 18 at Page 159 of the Mecklenburg Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY execute this instrument as the present owners of the above-described property and a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, WILLIAM TROTTER DEVELOPMENT COMPANY

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY do hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry, as follows:

1. Section 3(b) of Article VI of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows:

No building shall be located nearer than ten (10) feet to an interior side boundary line, except that a detached garage or other permitted accessory building may be located up to one (1) foot from said interior side boundary line, provided that said garage is located at least four (4) feet or more to the rear of the main dwelling.

The above amendment applies only to the lots described hereinafter and has no affect on any other lots subject to said Declaration of Covenants, Conditions arid Restrictions recorded in Book 3847 at Page 967.

2. Pursuant to paragraphs 4 and 5 of Article VII of said Declaration of Covenants, Conditions and Restrictions and amendments thereto, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions as amended herein and by instrument recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry shall be binding on all parties having any right, title or interest in the following lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The property to which this Amendment applies is located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY do hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry, as follows:

1. Section 3(b) of Article VI of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows:

No building shall be located nearer than ten (10) feet to an interior side boundary line, except that a detached garage or other permitted accessory building may be located up to one (1) foot from said interior side boundary line, provided that said garage is located at least four (4) feet or more to the rear of the main dwelling.

The above amendment applies only to the lots described hereinafter and has no affect on any other lots subject to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967.

2. Pursuant to paragraphs 4 and 5 of Article VII of said Declaration of Covenants, Conditions and Restrictions and amendments thereto, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions as amended herein and by instrument recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry shall be binding on all parties having any right, title or interest in the following lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The property to which this Amendment applies is located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG
RESTRICTIONS

SIXTH AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY do hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry and the Amendment to said Declaration of Covenants, Conditions and Restrictions recorded in Book 3866 at Page 130 of the Mecklenburg Public Registry, as follows:

1. Section 3(b) of Article VI of the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967 of the Mecklenburg Public Registry is amended to read as follows:

No building shall be located nearer than (10) feet to the interior side boundary line, except that a detached garage or other permitted accessory building may be located up to two (2) feet from said interior side boundary line, provided that said garage is located at least four (4) feet or more to the rear of the main dwelling.

The above amendment applies only to the lots described hereinafter and has no affect on any other lots subject to said Declaration of Covenants, Conditions and Restriction, recorded in book 3847 at Page 967.

2. Pursuant to paragraphs 4 and 5 of Article VII of said Declaration of Covenants, Conditions and Restrictions and amendments thereto, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions as amended herein and by instrument recorded in Book 3866 at Page 630 of the Mecklenburg Public Registry shall be binding on all parties having any right, title or interest in the following lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

The property to which this Amendment applies is located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows: