

Dec 18, 4555 p.403

COPY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by WILLIAM TROTTER COMPANY, hereinafter
"Declarant".

WITNESSETH:

RECEIVED
15 1 08 PM '55
REGISTERED
FOR
PRESENTED

WHEREAS, William Trotter Company is the owner of certain
property in Charlotte, Mecklenburg County, North Carolina, which
is more particularly described on Schedule A attached hereto and
made a part hereof, and desires to create thereon an exclusive
residential community of single-family attached houses to be named
Sardis Forest Patio Homes; and

WHEREAS, the Declarant desires to insure the
attractiveness of the subdivision and to prevent any future
impairment thereof, to prevent nuisances, to preserve, to protect
and enhance the values and amenities of all properties within the
subdivision and to provide for the maintenance and upkeep of the
exterior of all house units and the Common Area, as hereinafter
defined; and to this end desires to subject the real property
shown upon the attached Schedule A, together with such additions
as may hereafter be made thereto to the covenants, conditions,
restrictions, easements, charges and liens hereinafter set forth,
each and all of which is and are for the benefit of said property
and each owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the
efficient preservation, protection and enhancement of the values
and amenities in said subdivision and to insure the residents
enjoyment of the specific rights, privileges and easements in the
Common Area, as hereinafter defined, and to provide for the
maintenance and upkeep of the exterior of all house units and the
Common Area, to create an organization to which will be delegated
and assigned the powers of owning, maintaining and administering
the Common Area and the exterior of the house units and
administering and enforcing the covenants and restrictions and

collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Declarant has incorporated under North Carolina law, Sardis Forest Patio Homes Association, as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Schedule 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 Patio Homes 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 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 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 owner including utility lines, pipes, public roadway medians shown on Exhibits B and BI or similar property. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibits B and BI attached hereto and

made a part hereof.

Section 5. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "General Plan" shall mean and refer to documents, plats 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, including those described on Schedule A recited in Article III, Section 1 and 2.

Section 7. "Declarant" shall mean and refer to William Trotter Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have the 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, 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 or special parking area for boats, recreational vehicles, etc. situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities and water lines by an owner for any period during which any assessment against his lot 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; provided, however, that a simple majority of the Board of Directors may authorize and execute utility, cablevision, or other such easements.

Section 2. Delegation of Use. (a) 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.

(b) 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.

(c) Recreational facilities situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to the rules and regulations of the Association, as may be established by its Board of Directors, governing said use.

Section 3. Parking Rights. (a) Ownership of each lot shall entitle the Owner(s) thereof to the use of two automobile parking spaces, which shall be assigned initially to said Owner by the Declarant, together with the right of ingress and egress in and upon said parking area. The Board of Directors of the Association shall have the authority acting in its sole discretion to reassign said parking spaces from time to time as it may determine are in the best interest of the Members.

(b) Parking spaces designated for the exclusive use of visitors to the Properties shall not be used by any Owner for the parking of his vehicles, but may be used by persons visiting Owners for period not to exceed one week in time.

(c) No campers, trucks, vans, or recreational vehicles may be parked or kept within the Properties, except at locations specifically designated for such parking by the Association. The Association may make reasonable charges for parking of such vehicles in designated area and may in its sole discretion refuse to allow any such parking within the confines of the Properties. No trailers, boats or tractors may be parked or kept within the

Properties, except for maintenance equipment owned by the Association.

(d) The Board of Directors of the Association may make such reasonable rules and regulations as it may elect with respect to the parking of vehicles as aforesaid and may amend and vary the requirements of (b) and (c) above without the consent of the Members of the Association.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE SARDIS FOREST PATIO HOMES ASSOCIATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Providence Township, Mecklenburg County, North Carolina, described as follows:

BEING all that property more particularly described on Schedule A attached hereto and incorporated herein by reference.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following manner:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the existing Property by Declarant, in future stages of development, without the consent of the Association or its Members, provided that said annexations must occur within six years after the date of this instrument. Declarant may remove all or any property from the Schedule A description prior to its annexation by filing a written declaration of removal in the Mecklenburg Public Registry.

(b) The additions authorized under Subsection (a) above shall be made by filing of record Supplementary Declarations of

Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Association's expenses.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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 owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on May 31, 1987; provided, however, Class B membership will be reinstated if at any time prior to May 31, 1987, Declarant annexes additional property to be developed as a part hereof and said annexed property will acquire Class B status for the number of lots to be developed.

ARTICLE V

COVENANT FOR MAINTENANCE ASSTSSMENTS

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 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, and the exterior of the house units, and any items under the responsibility of the Association.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED THIRTY-TWO and No/100 Dollars (\$432.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 7½% 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 to an Owner, the

maximum annual assessment may be increased above 7½% 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 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. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or quarterly basis and shall be paid to the collection agency as directed by the Board of Directors, provided, however, for any other lots hereafter brought within the jurisdiction of the Association not appearing on Exhibit A attached to these restrictions, said lots being owned by the Declarant and not occupied as a bona fide residence, the annual assessment on said lots shall be twenty-five (25%) percent of the said annual assessment.

Section 6. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all lots 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 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 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 18% 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 and charge the costs, including attorneys fees, to the owner. 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.

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 shall not affect the assessment lien. However, the sale or transfer of any lot 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 from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI.

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 except in exceptional cases, when

in such case 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 an Owner of any lot in the Properties shall make unauthorized changes to the premises and the improvements situated thereon in a manner unsatisfactory 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 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 provisions shall be added to and become a part of the assessments to which such lot is subject. Approval by the Board of Directors or its designated committee where required shall be as provided hereafter.

ARTICLE VII.

GENERAL RESIDENTIAL COVENANTS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one attached single-family dwelling not to exceed two and one-half stories in height.

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 \$36,000.00 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 900 square feet for a one-story dwelling and not less than 450 square feet for a dwelling of more than one-story.

Section 3. Nuisances. No noxious or offensive activity deemed by the Architectural Control Committee or its designated committee shall be carried on upon any lot or within the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Architectural Control Committee. Although not limited to but included as an offensive activity is the maintenance of an auto repair site, maintaining unsightly outdoor storage on porches, patios, terraces, yards, etc., including toys, motorcycles or other motor vehicles, tricycles, bicycles, or other miscellaneous personal property, or similar unsightly activity not in keeping with general good looks of the attached homes subdivision.

Section 4. Parking of Vehicles. No commercial truck, school bus, camper trailer, recreation vehicle, or any other vehicle deemed by the Architectural Control Committee or its designated committee to be unsightly, shall be parked in the street, in a driveway, parking space or Common Area.

Section 5. Signs. No sign shall be displayed to the public view on any lot except one professional sign of not more than one square feet, one sign of not more than four 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 6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets, and 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 7. 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 8. Garbage and Refuse Disposal. No lot 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. No trash, garbage or other waste may be placed within the Common Area, except in containers approved by the Board of Directors

Section 9. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installation are reserved as shown on the recorded plats. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility, and drainage facilities, over the properties as provided in Article II Section 1(c) of this instrument. Within any such easements above provided for, no structures, planting or other material shall be placed or permitted to remain which may interfere with the

installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition the Association if in its sole discretion deems necessary shall have the continuing right and easement to maintain any or all necessary sewer and water lines located on the lots, including the right to go into house units and disturb the structure and floors thereof in order to maintain those lines located within or under said units.

Every portion of a lot and each single-family attached house constructed thereon and contributing to the support of an abutting house shall be burdened with an easement of support for the benefit of such abutting house. Further, all attachments to the exterior walls of a house which are a part thereof but which protrude beyond the delineated boundaries of the lot upon which the dwelling is located, and which were constructed in conformity with the plans and specifications, shall be deemed to be included within said delineated boundaries and there is hereby reserved an easement to permit the construction of and continued existence of any such protruding attachment.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of walls, roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, and other exterior improvements, including grass and other vegetation in those portions of each lot lying outside of the resident building and patio. Exterior maintenance shall also include maintenance of storm water detention area as required by the City of Charlotte. Such exterior maintenance shall not include glass surfaces and each owner shall be required to maintain his own glass and his own patio, deck and fence. In order to enable the Association to

accomplish the foregoing, there is hereby reserved to the Association the right of unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family guest, or invitees, the cost of such maintenance, repair or replacements incurred by the Association shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE X INSURANCE

Each Owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring Owner's lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

Each Owner, at Owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on Owner's lot, in an amount not less than One Hundred Thousand Dollars or whatever amount is deemed necessary by the Association not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) for each occurrence naming the Association as an additional insured. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representatives, secure and maintain such insurance coverage for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by

the Association against Owner and Owner's lot in accordance with the other provisions of this Declaration, and Owner covenants and agrees to pay to the Association such special assessment upon demand.

This insurance provision may be modified or amended to substitute one comprehensive insurance policy covering all units provided the approval of a majority of the unit Owners is obtained and approval by 75% of the Owners and holders of first deeds of trust on the lots is obtained. Such approvals shall be in writing but need not be acknowledged and shall be attached to an amendment to this Declaration which amendment shall be executed only by the Association and recorded in the Mecklenburg Public Registry.

ARTICLE XI

INTERIOR MAINTENANCE

Each Owner shall maintain, repair and replace at his expense all interior portions of the improvements on his lot which shall need repair, including patios, fencing and decks located on the lot, if any, and all bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner's unit which are located in a party wall, if any. Further, each Owner shall repair, maintain and replace at his own expense when necessary the heating and air conditioning systems serving his dwelling, whether located on his lot or in the Common Area adjacent to the lot.

ARTICLE XII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIII

PARKING

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces for each dwelling.

ARTICLE XIV

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 attorney's 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 way 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 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this ____ day of _____, 19__.

[CORPORATE SEAL]

WILLIAM TROTTER COMPANY

ATTEST:

By: William H. Trotter, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This ____ day of _____, 1981, personally appeared before me, WILLIAM H. TROTTER, who being by me duly sworn, says that his is the President of WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of the said corporation by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ____, Register of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of Declaration of Covenants, Conditions and Restrictions as the same is found recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Book _____, Page _____.

WITNESS my hand and official seal, this the ____ day of _____, 19__.

SCHEDULE A

BEGINNING at a N.I.P. in the northerly margin of Berry Ridge Road, said N.I.P. also being located in the southerly corner of Lot 8 in Block 5 of SARDIS FOREST, SECTION III, Map 3, recorded in Map Book 18, Page 229 of the Mecklenburg Public Registry; thence from said BEGINNING point North 84-39-25 East 106.66 feet to a N.I.P.; thence in a southeasterly direction with the arc of a circular curve to the right having a radius of 286.56 feet, an arc distance of 160.05 feet to a N.I.P.; thence South 63-20-35 East 29.72 feet to a N.I.P.; thence South 70-49-44 East 65.32 feet to a N.I.P.; thence South 67-45-17 East 45.37 feet to a N.I.P.; thence in a northeasterly direction with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 26.72 feet to a N.I.P.; thence in an easterly direction with the arc of a circular curve to the right having a radius of 225.00 feet, an arc distance of 0.55 feet to a N.I.P.; thence South 49-45-00 East 50.00 feet to a N.I.P.; thence North 70-20 East 190.00 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence North 70-20 East 140.42 feet to a N.I.P.; thence South 25-00 East 175.00 feet to a N.I.P.; thence in a southwesterly direction with the arc of a circular curve to the left having a radius of 140.00 feet, an arc distance of 7.00 feet to a N.I.P.; thence South 38-20-35 East 50.00 feet to a N.I.P.; thence South 51-39-25 West 71.22 feet to a N.I.P.; thence South 20-00 East 239.63 feet to a N.I.P. in the line of the property of J.M. Renfrow, et al. (now or formerly) acquired by deed recorded in Book 3116, Page 194 of the Mecklenburg Public Registry; thence South 64-28-54 West 180.00 feet to an E.I.P.; thence South 66-02-09 West 496.74 feet to an E.I.P. in the line of Lot 13 in Block 4 of SARDIS FOREST, SECTION V, Map 1, recorded in Map Book 19, Page 97 of the Mecklenburg Public Registry; thence North 20-16-02 West 1011.08 feet to the point and place of BEGINNING. Containing 551,964 sq. ft. or 12.672 acres, all as shown on survey of R. B. Pharr & Associates, P.A., dated November 18, 1981. (File No. W-520 B)

EXHIBIT A

BEING all of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of SARDIS FOREST PATIO HOMES, PHASE I, as shown on map thereof recorded in Map Book 30, Page 81 of the Mecklenburg Public Registry.

EXHIBIT B

BEGINNING at an iron in the southerly right-of-way margin of Berry Ridge Road, said iron also being the northerly corner of Lot 1 in Block 4 of SARDIS FOREST, SECTION III, Map 3, recorded in Map Book 18, Page 229 of the Mecklenburg Public Registry; thence with the southerly margin of Berry Ridge Road five (5) courses and distances as follows: (1) North 84-39-25 East 93.34 feet to an iron, (2) with the arc of a circular curve to the right having a radius of 236.56 feet, an arc distance of 132.12 feet to an iron, (3) South 63-20-35 East 29.72 feet to an iron, (4) South 55-51-26 East 65.32 feet to an iron, (5) South 58-55-53 East 45.37 feet to an iron located in the westerly right-of-way margin of Nolley Court; thence with the westerly right-of-way margin of Nolley Court three (3) courses and distances as follows: (1) with the arc of a circular curve to the right having a radius of 20.00 feet, an arc distance of 26.72 feet to an iron, (2) with the arc of a circular curve to the left having a radius of 225.00 feet, an arc distance of 141.19 feet to an iron, (3) South 22-45-00 East 19.52 feet to an iron; thence South 69-43-58 West 254.54 feet to an iron in the line of Lot 6 in Block 4 of SARDIS FOREST, SECTION III, Map 5, recorded in Map Book 19, Page 339 of the Mecklenburg Public Registry; thence North 20-16-02 West 379.34 feet to the point and place of BEGINNING, all as shown on plat of SARDIS FOREST PATIO HOMES, PHASE I, dated December 1, 1981, prepared by R. B. Pharr & Associates, P.A.

2

005

TRU-YER

50.

WILLIAM

✓ 63-2035 W
29.72

65-32

31.0
567.45.17.6
MEDIAN
45.37
74.0
2.45.55.85.2
31.0

31.0
567.45.17.6
MEDIAN
45.37
74.0
2.45.55.85.2
31.0

R: 20.0

$R = 175.00$

50

141.19

26.72

Sardis Forest Patio Homes

WITNESS my hand and
July 1987

CHARGES F. CROWDER, REGISTRAR OF DEEDS
BY: *Chas. W. Jones*

4584/380

COPIES

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDMENT TO DECLARATION
OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 of the Mecklenburg Public Registry as it pertains to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of SARDIS FORESTRATION HOMES, PHASE I, as shown on map thereof recorded in Map Book 20, Page 81 of the Mecklenburg Public Registry, as follows:

CHARTERED
REGISTERED
OCT 7 2011
MECKLENBURG COUNTY

Pursuant to Section 3 of Article XIV of said Declaration of Covenants, Conditions and Restrictions, the aforesaid Declaration is amended by deleting Section 3 of Article VII thereof, and replacing it with the following:

ARTICLE VII:

Section 3. Nuisances and Noise. No activity deemed noxious or offensive by the Architectural Control Committee shall be carried on upon any lot or within the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Architectural Control Committee. Not limited to but included as an offensive activity is the maintenance of an auto repair site, maintaining unsightly outdoor storage on porches, patios, terraces, yards, etc., including toys, motorcycles or other motor vehicles, tricycles, bicycles or other miscellaneous personal property, or similar unsightly activity not in keeping with the detached home subdivision.

No person shall produce, suffer, or allow to be produced by any machine, animal, or device, or any combination of same, on any lot or within the common area, any loud or offensive noise or vibration or any annoyance or nuisance to the neighborhood as

determined by the Board of Directors of the Sardis Forest Patio Homeowner's Association, or by any committee appointed by them which is directed to so determine. The said Board or committee may establish reasonable rules and regulations for enforcing the provisions of this section.

Except as amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403 of the Mecklenburg Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY and the undersigned do hereby covenant that the aforesaid Declaration of Covenants, Conditions and Restrictions as previously amended and as amended hereby shall be binding on all parties having any right, title or interest in lots to which the aforesaid Declaration of Covenants, Conditions and Restrictions apply; and that the aforesaid Declaration of Covenants, Conditions and Restrictions as amended hereby shall inure to the benefit of each lot owner, his heirs and assigns.

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY and the undersigned have caused this instrument to be duly executed this 27th day of September, 1982.

WILLIAM TROTTER COMPANY

(CORPORATE SEAL)
ATTEST:

Janie R. Blodgett
Assistant Secretary

William H. Trotter, Jr.
William H. Trotter, President

Max W. Gouge, Jr. (SEAL)

Cheryl Moore Gouge (SEAL)

Laurel St. Newsom TH (SEAL)
Goebel W. Newsom, III

Deborah C. Newsom (SEAL)
Deborah C. Newsom

David Allen Tackett (SEAL)
David Allen Tackett

Candace J. Tackett (SEAL)
Candace J. Tackett

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 21st day of September, 1982, personally came before me a Notary Public in and for said County and State, William H. Trotter, who, being by me duly sworn, says that he is President of WILLIAM TROTTER COMPANY, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said William H. Trotter acknowledged the said writing to be the act and deed of said Corporation.

W. H. Trotter
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/29/85

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Jacqueline J. Johnson, a Notary Public for said County and State, do hereby certify that MAX L. GOUGE, JR. and CHERYL MOORE GOUGE personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 21st day of September, 1982.

Jacqueline J. Johnson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/29/85

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, CHARLOTTE C. BARNES, a Notary Public for said County and State, do hereby certify that GOEBEL W. NEWSOM, III and DEBORAH C. NEWSOM personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 7th day of October, 1982.

Charlotte C. Barnes
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, CHARLOTTE C. BARNES, a Notary Public for said County and State, do hereby certify that DAVID ALLEN TACKETT and CANDACE J. TACKETT personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 5th day of October, 1982.

Charlotte C. Barnes
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

July 12, 1986

REAL ESTATE
BOOK PAGE

4608 0031

PRESENTED
FOR
REGISTRATION

Dec 22 11 12 AM '82

CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

Issued By 204 N. J. Bn
LOUIS A. B. B. B. B.
REC-20001 / 200-210-0
1001 Ender Street, Suite 200
Charlotte, North Carolina 28202

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

62

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article I and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 of SARDIS FOREST PATIO HOMES, PHASE II, as shown on map thereof recorded in Map Book 20, Page 185 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

FEE 6.50
<> 6.50
CRSH 6.50
11:20 #8305 0000
12/22/82

4608 0032

WILLIAM TROTTER COMPANY executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be duly executed this 22nd day of December, 1982.

WILLIAM TROTTER COMPANY

(CORPORATE SEAL)

William H. Trotter, President

By: William H. Trotter
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

December, 1982, personally
being by me duly

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG)

I, Charles E. Crowder, Register of Deeds for aforesaid Count

and State, hereby certify that the foregoing is a true copy

of a document duly recorded in the Office of the Register of

Deeds for Mecklenburg County, North Carolina, in Book 4608,

Page 31.

WITNESS my hand and official seal, this the 22 day of

December, 1982.

CHARLES E. CROWDER, REGISTER OF DEEDS

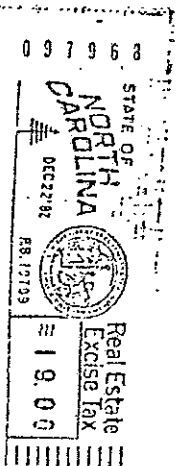
By: Charles E. Crowder

Deputy

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Peggy F. Schmal

a Notary(ies) Public of Mecklenburg County and State North Carolina
is/are certified to be correct. This 22 day of December, 1982
Charles E. Crowder, Register of Deeds, By: Charles E. Crowder
DEPUTY

FILED BOOK PAGE
4607 1161



COPY
PRESENTED
FOR
REGISTRATION
Dec 22 11 12 AM '82
CHARLES E. JAMES
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

61

Excise Tax \$19.00

Recording Time, Book and Page

Tax Lot No.

Verified by Parcel Identifier No.

by County on the day of , 19

Mail after recording to

Diary, By and What Date
Fees & Stamps
This instrument was prepared by FEE
Brief description for the Index
SARDIS FOREST PATIO HOMES, LLC CASH
SARDIS FOREST PATIO HOMES, LLC 11-20-82 18504 000 25.50

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of December, 1982, by and between

GRANTOR

GRANTEE

WILLIAM TROTTER COMPANY
1221 East Morehead Street
Charlotte, NC 28204

SARDIS FOREST PATIO HOMES ASSOCIATION
P.O. Box 35269
Charlotte, NC 28204

Enter in appropriate block for each party's name, address, and, if appropriate, character of entity, co., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Mecklenburg County, North Carolina and more particularly described as follows:

Mecklenburg

Providence

Township

Beginning at the reference point in the northerly margin of Berry Ridge Road, said point also being located in the southeasterly corner of Lot 8 in Block 5 of SARDIS FOREST, SECTION III, Map 3, recorded in Map Book 18, Page 229 of the Mecklenburg Public Registry; and proceeding along the northerly margin of Berry Ridge Road toward the BEGINNING point North 84-39-25 East 106.66 feet to a point in the arc of a curve; thence with the arc of a circular curve to the right having a radius of 286.56 feet, an arc distance of 160.05 feet to a point; thence South 63-20-35 East 29.72 feet to a point; thence South 70-49-44 East 65.32 feet to a point; thence South 67-45-17 East 45.37 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 26.72 feet to a point; thence with the arc of a circular curve to the right having a radius of 225.0 feet, an arc distance of 0.55 feet to a point in the northerly margin of Berry Ridge Road and the northwesterly margin of Nolley Court; thence South 49-45 East 50.00 feet to a point in the southeasterly margin of Nolley Court, the point and place of BEGINNING; thence South 49-45 East 11.55 feet to a point; thence North 70-20-00 East 164.20 feet to a point; thence South 19-40-00 East 242.00 feet to a point; thence South 66-04-44 West 251.80 feet to a point in the southeasterly margin of Nolley Court; thence North 22-45-00 West 110.00 feet to a point; thence with the arc of a circular curve to the right having a radius of 175.00 feet, an arc distance of 192.42

feet to the point and place of BEGINNING. Containing 61,423 sq. ft. or 1.41 acres as shown on survey for William Trotter Company, prepared by R. B. Pharr & Associates, P.A., dated November 18, 1981, revised March 18, 1982 and July 19, 1982, (File No. W-520A), recorded in Map Book 20, Page 185 of the Mecklenburg Public Registry, LESS AND EXCEPTING FROM THE ABOVE-DESCRIBED THE FOLLOWING:

Lots 17, 18, 19, 20, 21, 22 and 23, containing 0.21 acres, and Lots 24, 25, 26, 27, 28, 29, 30, 31 and 32, containing 0.26 acres.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4567, Page 746 of the Mecklenburg Public Registry

A map showing the above described property is recorded in Plat Book 20 page 185 TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey and that Grantor will warrant and defend the same to the Grantee and his heirs and assigns forever.

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG)

I, Charles E. Crowder, Registrar of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of the original of the within and that Grantor will warrant and defend the same to the Grantee and his heirs and assigns forever.

as the same is found recorded in the Office of the Registrar of Deeds for Mecklenburg County, North Carolina, in Book 4607, Page 161.

Witness my hand and official Seal this 22 day of December, 1982.
By: Charles E. Crowder, Registrar of Deeds
Deputy

William H. Trotter President
Assistant
Marie B. Smith Secretary (Corporate Seal)

USE BLACK INK
NORTH CAROLINA, County. (SEAL)
I, a Notary Public of the County and State aforesaid, certify that
personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this day of 1982.

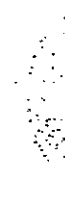


My commission expires: 7/29/85 Notary Public

SEAL-STAMP
NORTH CAROLINA, MECKLENBURG County. Marie B. Smith

I, a Notary Public of the County and State aforesaid, certify that he is Assistant
personally came before me this day and acknowledged that he is 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 her as its Assistant Secretary.

Witness my hand and official stamp or seal, this 21st day of December 1982



The foregoing Certificate(s) of Peggy F. Schmal, a Notary Public of Mecklenburg County and State of North Carolina

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: Charles E. Crowder, Registrar of Deeds
This 22 day of December 1982

Book 4655
Page 925

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

RECEIVED
45 MAY 95
10 AM

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article I and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 of SARDIS FOREST PATIO HOMES, PHASE III, as shown on map thereof recorded in Map Book 20, Page 251 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this instrument as the Present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

Drawn by and Mail To:
LOUIS A. BEPPES, JR.
PROVIDENCE TOWNSHIP
451 PROVIDENCE ROAD
CHARLOTTE, NORTH CAROLINA 28217

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be duly executed this 22nd day of April, 1983.

WILLIAM TROTTER COMPANY

(CORPORATE SEAL)

William H. Trotter, President

ATTEST:

By: William H. Trotter
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 22nd day of April, 1983, personally came before me WILLIAM H. TROTTER, who, being by me duly sworn, says that he is the President of WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.

My Commission Expires: April 25, 1985 Notary Public

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Peggy F. Schmal

a Notary(~~XXX~~) Public of Mecklenburg County and State North Carolina is ~~xxx~~ certified to be correct. This 25 day of April, 1983.
Charles E. Crowder, Register of Deeds, By: Is/ Sara B. Johnson
DEPUTY

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG)

I, Charles E. Crowder, Register of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of Third Amendment to Declaration of Covenants,

Conditions and Restrictions,

as the same is on file in the Office of the Register of Deeds 985 Mecklenburg County, North Carolina, in Book 4655, Page 1.

WITNESS my hand and official seal, this the 25 day of April, 1983.

CHARLES E. CROWDER, REGISTER OF DEEDS

By: Sara B. Johnson
Deputy

ST-401 104 104 104
/ 104 104 104 104
/ 104 104 104 104
/ 104 104 104 104
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PRESENTED
FOR
REGISTRATION
4 21 PM '03

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
REGISTERED
FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
136

4722 0343

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article I and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 of SARDIS FOREST PATIO HOMES, PHASE IV, as shown on map thereof recorded in Map Book 20, Page 384 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403, and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

FEE 6.50
<> 6.50
CASH 6.50
16:24 #4303 000
09/14/83

34

4722 0344

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be duly executed this 14th day of September, 1983.

WILLIAM TROTTER COMPANY

(Corporate Seal)

W. H. Trotter
William H. Trotter, President

ATTEST:

John L. Trotter
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 14th day of September, 1983, personally came before me WILLIAM H. TROTTER, who, being by me duly sworn, says that he is the President of WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.

George F. Schmal
Notary Public

My Commission Expires: 7/29/85
[Notarial Seal]

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of George F. Schmal

a Notary Public of said County and State is certified to be correct. This 14th day of September 1983
Charles E. Crowder, Register of Deeds, By: Charles E. Crowder
Register Assistant

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

I, Charles E. Crowder, Register of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of Fourth Amendment to Declaration of Covenants, Conditions

and Restrictions

as the same is found recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Book 4722, Page 343.

WITNESS my hand and Official Seal, this 14th day of September, 1983.

CHARLES E. CROWDER, REGISTER OF DEEDS

- 2 By: Charles E. Crowder Assistant
Register

Excise Tax \$29.50

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by County on the day of 19

Mall after recording to

This instrument was prepared by
Brief description for the Index

1.47 acres-SARDIS FOREST PATIO HOMES IV

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of September 1983, by and between

GRANTOR

GRANTEE

WILLIAM TROTTER COMPANY
1221 East Morehead Street
Charlotte, NC 28204

SARDIS FOREST PATIO HOMES
ASSOCIATION

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Charlotte Township,
Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a point in the easterly margin of Nolley Court, said point being the southwesterly corner of SARDIS FOREST PATIO HOMES, PHASE II, from said point along the easterly margin of Nolley Court in a southerly direction, South 22-45-00 East 96.26 feet to a point; thence continuing to the left having a radius of 130.0 feet, an arc distance of 239.58 feet to a point; thence South 51-39-25 West 258.20 feet to a N.I.P.; thence with the arc of a circular curve to the left having a radius of 140.00 feet, an arc distance of 7.00 feet to a N.I.P.; thence North 25-00 West 175.00 feet to a N.I.P.; thence South 70-20 West 140.42 feet to a N.I.P.; thence South 15-31-57 West 34.72 feet to a point; thence South 66-04-44 West 251.80 feet to a point, the point and place of BEGINNING. Containing 85,778 square feet or 1.97 acres, all as shown on survey for William Trotter Company dated November 18, 1981, revised March 18, 1982, July 19, 1982 and October 28, 1982, LESS AND EXCEPTING FROM THE ABOVE-DESCRIBED THE FOLLOWING:

Lots 50, 51, 52, 53, 54, 55, 56, 57 (containing 0.22 acres), Lots 58, 59, 60, 61 (containing 0.11 acres), and Lots 62, 63, 64, 65, 66 and 67 (con-
taining 0.17 acres).

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 4647, Page 548 of the Mecklenburg Public Registry

A map showing the above described property is recorded in Plat Book 20 page 384
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging
the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey
the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and
defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

Restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in
corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first
above written.

WILLIAM TROTTER COMPANY

(Corporate Name)

By: William H. Trotter

ATTEST: President

Assistant Secretary (Corporate Seal)

USE BLACK INK ONLY

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
personally appeared before me this day and acknowledged the execution of the foregoing instrument, witness
hand and official stamp or seal, this day of 19.....
Grantor

My commission expires: Notary Pub

SEAL-STAMP NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that Marie B. Smith
personally came before me this day and acknowledged that she is Assistant Secretary
William Trotter Company a North Carolina corporation, and that by authority of
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 her as its Assistant Secretary.
Witness my hand and official stamp or seal, this day of September 1983

My commission expires: Notary Pub

The foregoing Certificate(s) of
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.

REGISTER OF DEEDS FOR COUNTY

By Deputy/Assistant - Register of Deeds

BYRON . . .

167

PRESENTED
FOR

4795 0208

RECEIVED

STATE OF NORTH CAROLINA
FEB 28 1984
COUNTY OF MECKLENBURG

CLERK
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article I and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 68, 69, 70, 71, 72, 73, 74, 75 and 76 of SARDIS FOREST PATIO HOMES, PHASE V, as shown on map thereof recorded in Map Book 20, Page 533 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403, and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

FEE 6.50
<> 6.50
DASH 6.50
0128 01266 000
02/28/84

100000 du + Mail to: Bledsoe + Reese, P.A.

38

4795 0209

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be duly executed this 28th day of February, 1984.

WILLIAM TROTTER COMPANY

W. H. Trotter
William H. Trotter, President

(Corporate Seal)

ATTORNEY

Henry E. Long
Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 28th day of February, 1984, personally came before me WILLIAM H. TROTTER, who, being by me duly sworn, says that he is the President of WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.

Charles E. Crowder
Notary Public

My Commission Expires: 12/31/85

[Notarial Seal]

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of FRANK F. Schmal

a Notary Public of said County and State February 28, 1984
is and certified to be correct by Charles E. Crowder
Charles E. Crowder, Register of Deeds By Charles E. Crowder DEPUTY

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG)

I, Charles E. Crowder, Register of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of the foregoing instrument

as the same is found recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Book 4795, Page 20

WITNESS my hand and official Seal, this the 15 day of March, 1984

CHARLES E. CROWDER, REGISTER OF DEEDS
By Charles E. Crowder

REAL STATE
PRESENTED BOOK PAGE
FOR REGISTRATION 4831 0513

280

STATE OF NORTH CAROLINA MAY 1 4 40 PM '84 SIXTH AMENDMENT TO
COUNTY OF MECKLENBURG CHARLES E. CROWL, DECLARATION OF COVENANTS,
REGISTER OF DEEDS, CONDITIONS AND RESTRICTIONS
MECKLENBURG CO. N.C.

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article 1 and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 77, 78, 79, 80, 81 and 82 of
SARDIS FOREST PATIO HOMES, PHASE V, as shown
on map thereof recorded in Map Book 20, Page
533 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555, Page 403, and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

FEE 6.50
<> 6.50
1095H 6.50
3:53 #4343 000
05/01/84

Drawn by and mailed to: 4831 0513
1057 E. Yphantid Street
Charlotte, NC 28204

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this
Instrument to be duly executed this 1st day of May, 1984.

WILLIAM TROTTER COMPANY

[Corporate Seal]

William H. Trotter, President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 1st day of May, 1984, personally came before me WILLIAM
H. TROTTER, who, being by me duly sworn, says that he is the
President of WILLIAM TROTTER COMPANY and that the seal affixed to
the foregoing instrument in writing is the corporate seal of the
company, and that said writing was signed and sealed by him in
behalf of said corporation, by its authority duly given. And the
said WILLIAM H. TROTTER acknowledged the said writing to be the
act and deed of said corporation.

Deputy Notary Public

My Commission Expires: 1/29/85
(Notarial Seal)

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Perry F. Schmal

a Notary Public of Mecklenburg County and State of North Carolina
is attested to be correct. This 1 day of May, 19 84
Charles E. Crowder, Register of Deeds, By: Marie A. Crowder
DEPUTY

REAL ESTATE
BOOK PAGE
4912 0888

PRESENTED
FOR
REGISTRATION

OCT 8 2 52 PM '84

CHARLES F. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

61

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER COMPANY does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry, as follows:

Pursuant to Section 3 of Article I and Section 2 of Article III of said Declaration of Covenants, Conditions and Restrictions, the following lots are hereby annexed so that the foregoing Declaration of Covenants, Conditions and Restrictions and Amendment to Declaration of Covenants, Conditions and Restrictions 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 Lots 83, 84, 85, 86, 87, 88 and 89 of SARDIS FOREST PATIO HOMES, PHASE V, as shown on map thereof recorded in Map Book 20 at Page 533 of the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 4584 at Page 380 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

FFE 6.50
<> 6.50
CASH 6.50

8:24 #3556 000
10/08/84

DRAWN BY AND MAIL TO:
BLDS&E & ERIE, P.A.
1057 EAST MOREHEAD ST.
CHARLOTTE, NORTH CAROLINA 28204

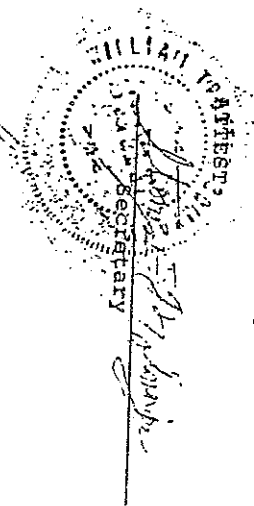
42

4912 0889

WILLIAM TROTTER COMPANY executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be duly executed this 2nd day of October, 1984.

[Corporate Seal] WILLIAM TROTTER COMPANY



By: William H. Trotter
William H. Trotter, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 2nd day of October, 1984, personally came before me WILLIAM H. TROTTER, who, being by me duly sworn, says that he is the President of WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.



My Commission Expires: 1/29/85
Peggy F. Schmal Notary Public

State of North Carolina, County of Mecklenburg
The foregoing certificate of Peggy F. Schmal,

a Notary ~~(XXXXXX)~~ Public of Said County and State
is ~~xxx~~ certified to be correct. This 8th day of October 19 84
Charles E. Crowder, Register of Deeds By Robert E. Tate Deputy

BY-LAWS OF SARDIS FOREST PATIO HOMES ASSOCIATION

ARTICLE I

The name of the corporation is Sardis Forest Patio Homes Association, hereinafter referred to as the "Association". The principal offices of the corporation shall be located at 1221 East Morehead Street, Charlotte, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Meckenburg, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

- Section 1. "Association" shall mean and refer to Sardis Forest Patio Homes Association, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- Section 5. "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of the fee simple title to any Lot 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 6. "Declarant" shall mean and refer to William Trotter Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
- Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Meckenburg Public Registry.
- Section 8. "Member" shall mean and refer to those persons entitled to a membership as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

- Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, PM. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
- Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.
- Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting,

the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV - BOARD OF DIRECTORS- SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, two directors for a term of two years, and two 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 succeed previously elected directors as their terms expire.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities and other association services of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.

Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 2. send written notice of any change in the amount of the assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and it may in its discretion;
 - 3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area and facilities contained therein to be maintained;
- (h) cause the exteriors of buildings to be maintained and to be responsible for overseeing and enforcing the covenants, conditions and restrictions.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1.

Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and other such officers as the Board may from time to time by resolution create.

Section 2.

Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3.

Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.

Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority.

Section 5.

Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board; the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.

Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.

Duties. The duties of the officers are as follows:

- (a) **President** - The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign checks and promissory notes as the Board of Directors requires.
- (b) **Vice-President** - The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge other such duties as may be required of him by the Board.
- (c) **Secretary** - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer** - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolutions of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX - COMMITTEES

The Association Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or its facilities or services or abandonment of his Lot.

ARTICLE XII - CORPORATE SEAL

The Association shall have a Seal in circular form having within its circumference the words: Sardis Forest Patio Homes Association.

ARTICLE XIII - AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Department of Housing and Urban Development or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV - MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Sardis Forest Patio Homes Association, have hereunto set our hands this 24th day of February, 1982.

William H. Trotter
Marie B. Smith
Charlotte C. Barnes
Kathym Davis

Stoney E. Motsinger
William G. Hinkle
Robert R. Ingraham

SARDIS FOREST PATIO HOMES ASSOCIATION
P.O BOX 10503
CHARLOTTE, NORTH CAROLINA 28212

Dear Homeowner,

Enclosed please find your copy of Amendment to Declaration of Covenants, Conditions and Restrictions Sardis Forest Patio Homes which was recorded with the Mecklenburg County Register of Deeds on July 16, 1998.

In accordance with our Covenants, this Amendment (#15) was approved by 90% of the Homeowners at Sardis Forest Patio Homes. In fact 96 of 102 (94%). This will help us to maintain our community as a resident/owner community, for the most part.

Special thanks go to Mr. Gary Brown who spearheaded the effort, and those members of his special committee who presented the Amendment to the Homeowners for their approval/disapproval.

For the Board of Directors,



8/4/98

Anthony N. (Tony) Cicchetti
President, Board of Directors

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
SARDIS FOREST PATIO HOMES

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this the 20 day of JUNE, 1998, by SARDIS FOREST PATIO HOMES ASSOCIATION and the undersigned OWNERS of Lots at SARDIS FOREST PATIO HOMES;

WITNESSETH:

WHEREAS, WILLIAM TROTTER COMPANY heretofore caused to be filed the Declaration of Covenants, Conditions, and Restrictions for SARDIS FOREST PATIO HOMES recorded in Book 4555 at Page 403 of the Mecklenburg County Public Registry; and

WHEREAS, the undersigned desire to amend the aforesaid Declaration of Covenants, Conditions, and Restrictions for SARDIS FOREST PATIO HOMES, in accordance with Article XIV Section 3 thereof, in order to place certain limitations on the leasing of patio homes and the direct or indirect ownership of more than two Lots at Sardis Forest Patio Homes by any individual and/or his or her spouse; and

WHEREAS, the undersigned persons are the Owners of at least ninety percent (90%) of the Lots subject to the aforesaid Declaration of Covenants, Conditions, and Restrictions.

NOW THEREFORE, the undersigned, in consideration of the premises, do hereby amend that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 4555 at Page 403 by adding the following as Article XV of the aforesaid Declaration of Covenants, Conditions and Restrictions:

ARTICLE XV: RESTRICTIONS ON LEASING AND OWNERSHIP
OF MORE THAN TWO LOTS

From and after the date of filing of this Amendment, no Lot shall be acquired by an individual which would result in more than two Lots being owned by such individual and/or his or her spouse and/or by any entity or entities a majority of whose interests are owned or controlled by such individual and/or his or her spouse.

Furthermore, no Lot owner shall be permitted to lease any home within Sardis Forest Patio Homes for commercial purposes of any kind or nature, nor shall any Lot owner be permitted to lease more than 1 home owned within Sardis Forest Patio Homes at any time.

For violations of this Article, the Board of Directors of the Association shall impose a penalty, in the form of additional homeowners dues payable by the owner of the Lot(s) acquired or leased in violation of this Article, of up to \$900.00/month (in 1998 dollars adjusted annually by the US Consumer Price Index) for each Lot acquired or leased in violation of this Article. This penalty shall be a lien on the Lot(s) owned in violation of this Article and shall continue

MSR

until the Lot(s) owned in violation of this Article are listed for sale and sold at fair market value in the multiple listings service of the Charlotte Association of Realtors. In such event, the lien shall be paid at closing of the sale. In the event that the Lot(s) owned in violation of this Article have not been sold within one year of being so listed for sale, and the owner of such Lot has not brought the property into compliance with this Article, the Board of Directors of the Association shall again impose a penalty, in the form of additional homeowners dues payable by the owner of the Lot(s) acquired or leased in violation of this Article, of up to \$900.00/month (in 1998 dollars adjusted annually by the US Consumer Price Index) for each Lot acquired or leased in violation of this Article. This penalty shall be a lien on the Lot(s) owned in violation of this Article and shall continue until the penalties assessed have been paid in full and the homeowners conduct has been brought into compliance with this Article.

AS AMENDED ABOVE, the Declaration of Covenants, Conditions and Restrictions for Sardis Forest Patio Homes recorded in Book 4555 at Page 403 of the Mecklenburg Public Registry, as heretofore supplemented and amended, remain the same and remain in full force and effect.

IN WITNESS WHEREOF, in accordance with Article XIV, Section 3, of the aforesaid Declaration of Covenants, Conditions, and Restrictions, the Board of Directors of SARDIS FOREST PATIO HOMES *W Kay* ASSOCIATION has caused this Amendment to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and the undersigned individual persons have hereunto set their hands and seals, the day and year first above written.

SARDIS FOREST PATIO HOMES *W Kay* ASSOCIATION

ATTEST:

By: *[Signature]*

President

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this the 30th day of June, 1998, personally came and appeared before me, Anthony N. Cicchetti, who being by me duly sworn, deposes and says that he is the President of *W Kay* Association, *W Kay* Association, and that the seal affixed to the foregoing instrument in writing is the seal of the corporation and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said President, acknowledged the said writing to be the act and deed of the corporation.

2-19-2000
Notary Public