

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

REGISTER 1 DE PRESENTED 6 PH 18 PH 1

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

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

the and administering Common Area, maintenance and upkeep enjoyment of efficient amenities Common preservation, WHEREAS, the Area to create the and හ හ in said powers of specific hereinafter enforcing and the Declarant has o F an organization to which will be delegated subdivision the protection and enhancement the exterior rights, privileges owning, maintaining the exterior defined, covenants and de∈med of all house units and ť the and <u> 1</u>+ insure and easements in the to provide desirable, and administering house restrictions of the values the units residents for and for the

created; collecting and dishursing the assessments ನ್ನುರ charges hereinafter

law, aforesaid corporation Sardis functions; WHEREAS, Declarant has for Forest the Patio purpose , Homes O.f. incorporated under North Carolina exercising Association, and performing ន Ð the

of protecting thereof, their heirs, successors right, restrictions, covenants, properties described on Schedule title MOM, real property and of each owner thereof. 0 the value THEREFORE, Declarant hereby declares that interest in the conveyed and and conditions, subject be binding on desirability of, and which shall described and assigns, ď Þ the which attached all parties having any properties following are and hereto shall for shall easements, inure any purpose part run e D

ARTICLE I.

DEFINITIONS

Sardis Forest Patio Homes Association, its Section "Association" shall successors and assigns. mean and

S owner, security whether sellers, but excluding those having such interest merely any Lot which Section 2. for one the or more performance "Owner" გ. ∺• ຸໝ persons part shall of an 0 9 mean and refer to obligation. the Properties, entities, 0 H ល the fee simple including record

jurisdiction of the Association. such additions Section property described on Exhibit A attached hereto, thereto "Properties" ខ្ល may hereafter shal! mean and refer to е Б brought within that and

owned owned Exhibits B Уd including utility lines, pipes, public roadway ρĄ the i S Section described Association and Bl or Association "Common Area" 9 similar property. for Exhibits the the common use and enjoyment of the time ᅜ shall and 0 В mean all real property the conveyance The Common Area hereto 0f and D D

made a part hereof.

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

Development submitted documents, plats described on Schedule by Declarant Section 9 บระร and surveys depicting the 9 and × Veterans "General recited ţ sesogrud the Ľ, Department Plan" Administration, S Fin Article III, said the shall mean properties 0 ::h properties Housing Section including and and showing heretofore and 1 and refer Urban ģ

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

ARTICLE II

PROPERTY RIGHTS

title Common to every have Area which shall the Lot, right subject Owner's Easements of Enjoyment. and p e appurtenant to and shall easement the following provisions: Ŏ, enjoyment Ä, pass with and Every owner ö the

- situated admission special parking upon and other (a) the Common Area; the right fees area o H for the for the Association boats, use ō, recreational vehicles, etc. апу recreational to charge reasonable facility
- days against his Lot for any infraction of γď and right an ਠ owner the remains right for use unpaid; any period of the 0 f its published rules and regulations; the and recreational Association for during æ period not which ç O facilities suspend the any assessment and water
- conditions as may be agreed to by the members. authority, transfer all or or G utility any the be part right effective for o f 0 the such the Common unless purposes and Association Area an instrument ð No such dedication any public agency, subject ह dedicate signed by such

dedication or transfer execute utility, cablevision, or other such easements. simple majority (2/3)of each 0 the has been recorded; provided, however, Board class of members of Directors may authorize agreeing such and

- his tenants, or contract delegate, the Common Area and in accordance Section N Delegation facilities with purchasers who reside on the property. the By-Laws, his right of enjoyment of Use. ç the members of his (a) Any owner may
- principal residence in Mecklenburg County, within the Properties, Owner in Section 1 of this Article may be his tenants right or contract and 0 K easement of enjoyment granted to every a portion of said residence, purchasers who North Carolina. delegated occupy a γď residence the CO CO
- established by its Board of Directors, governing said use subject to the rules Recreational facilities bу guests and regulations of of Owners, tenants or contract purchasers situated upon the Properties may the Association, as may be
- determine are in the Association shall have the authority acting in its sole discretion parking spaces, which shall be assigned initially to said Owner reassion said upon said entitle Section the Owner(s) thereof together with parking <u>ω</u> parking best interest of the Members. Parking Rights. area. spaces the right of ingress and egress The from ģ Board (a) Ownership of each Lot the time to time as it O.f. use Directors Ŏ Ħ two automobile O.f may
- Owners for period not to exceed one week in time of his tο Parking spaces the Properties vehicles, designated but shall not be used by any Owner may be used for the Ьy exclusive persons visiting for use the 0 th
- specifically designated allow any such parked <u>0</u> No campers, 9 designated may boats kept make parking within the confines of 9 within trucks, vans, or tractors may be area reasonable for such parking by the Association. the and may in its sole Properties, charges parked or kept recreational vehicles for except discretion refuse parking of the at locations Properties. within may the

Properties, except for maintenance equipment Λq the

Members requirements reasonable parking of (d.) of the Association. The Board of Directors rules of, vehicles and 9 regulations and as aforesaid and may amend and (c) above without ល 0 the Association may make such it may elect the consent with the the 6

ARTICLE IIJ

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

and subject to Section о Д held, Existing transferred, Property. sold, The real property conveyed and which is occupied

Association is located in Providence Township, Mecklenburg Carolina, described BEING this Declaration, a11 described as follows: on Schedule A attached hercto and that property and within more particularly the jurisdiction of the County,

may jurisdiction of 90 Section 2. brought the Association in the following manner: within Additions the to Existing scheme O.f Property. this Declaration Additional and land

incorporated herein by reference

- declaration of Schedule A and instrument. annexations property the consent incorporated spunda (a) Λq Additional description prior to its annexation by must Declarant, Declarant herein by description removal in the Mecklenburg Public the Association occur land may within six reference may be 'n. attached within the future remove or its Members, provided that said stages of development, a11 years hereto area 04 after annexed any described CO CO property the date Registry Schedule filing a written ť the in the metes from existing 0 H without
- 9 эď made The γd additions filing 0 authorized record Supplementary Declarations of under Subsection (a)

including, but not limited properties Declaration Covenants, pay for the Association's expenses and thereby subject properties Conditions ದಿಗಳ restrictions the jurisdiction of which and and to, Restrictions shall assessments obligations such additions extend ಿ ಭಾಗ್ರ with as herein determined, the Association Set Ġ respect scheme forth the benefits, 9 9 herein, ç this auch the

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

assessment shall be a appurtenant to and may not is subject Section to assessment. memher Every of the Association. owner be separated from ownership of any o f ģ Lot which Membership يا دي subject

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

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

whichever and shall w membership shall фф occurs earlier: Class B. 9 entitled to the happening The Class B member(s) shall be the Declarant three cease of either (3) and be votes O.fr. for converted to the each Lot owned. following events Class A

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

unless expressly assumed by them. delinquent obligation of costs, and attorney's continuing the Association annual assessments or charges, acceptance of established and collected Assessments. Section 1. assessments shall reasonable attorney's is made. fees, lien hereby covenants, such deed, together the person who was the Owner of such property at the assessment Ü deed therefor, nogu shall The Each such assessment, together with interest Creation of the Lien and Personal Obligation Declarant, the be a with is deemed became due. property not as hereinafter provided. charge interest, and fees, whether or not pass ±or to covenant and agree to pay each 9 The personal obligation for ayainst which each to his successors shall also be the land costs, Owner Lot owned within such assessments to / | of and and the shall any sha11 The annual each reasonable in title personal Lot such the ć S

responsibility of the Association. recreation, levied by the Association shall be and the exterior of the Section and for health, the improvement and maintenance of the Common safety, and welfare of the residents Purpose house units, and any items under the Çf used Assessments. exclusively to The assessments promote in the the

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

- without a maximum annual following 7첫을 above <u>a</u> vote the conveyance assessment may be increased each year not more of the membership the maximum assessment after of the January 1 of the year immediately first Lot to an Owner, for the previous year
- following 9 the conveyance From and after of the first Lot to an Owner, January 1 0f the year immediately the

voting in person or by proxy, at a meeting duly called for maximum of two-thirds (2/3) of each class of members who are purpose, annual assessment may be increased above 73% bу а

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

may preceding subsequent meeting a quorum. presence of members advance Under purpose be called subject ç Section О Н all O Hi O H required meeting. Section 4. taking any action authorized under the meeting. members the required quorum is not present, u guorum Written shall be held more than 60 days following the subsequent meeting shall be one-half (1/2)not or of less to the same notice requirement, O Th each class of membership shall constitute At the a) ct notice proxies than and the Quorum first 30 days nor more than 60 days in o fi preceding entitled any such for Any Action Authorized meeting to cast meeting meeting. Section another called sixty (60%) called, w N O the the the ьe

of the said annual assessment Directors, provided, however, for any other Lots hereafter brought and the Declarant Exhibit A attached special may to the assessment on said Lots shall be twenty-five the assessments Section 5. collected jurisdiction collection and to these restrictions, Hot must on a Uniform Rate occupied be fixed Ö Ho agency monthly or the S 9 Association not of Assessment. tt O œ quarterly basis and shall be a uniform rate directed bona fide said Lots being owned by þу Both annual and residence, the appearing (25%) for a11 percent Cn 0

the the calendar commence conveyance 9 0 ស ស adjusted according to Section to all Lots year. The O fi 6 annual the Common Area. The Date of Commencement of Annual Board of Directors shall fix the amount 9 assessments the the number first The day of the month following provided first of months remaining for annual herein <u>н</u>.

reasonable Directors. specified Lot have been paid. in advance the annual annual . Association The charge, furnish assessment Ö assessment The Association shall, upon due each annual setting dates against shall shall assessment forth a certificate signed by an officer each Lot be sent рe whether established by period. ст ç the least demand, every Written notice of assessments thirty Owner subject the and for g O th 0f

provided for herein by non-use of thirty (30) pay date at the rate the the Section same, costs, days after action at ņ Association. otherwise including foreclose of 18% percent per annum. law against the due date Effect escape attorneys fees, the lien Λny of f the Common the Owner liab:lity shall bear Nonpayment assessment against personally obligated Area or for ťο interest from the the property not the The Association the assessments paid abandonment owner.

lien liability assessments proceeding transfer the lien of any thereof. of the not 0 Hi for any assessments thereafter becoming Section 8. Ľ, affect S **%** assessments any lien thereof, to payments which became due prior to such sale or sale Lot the first mortgage. 0 Subordination of the Lien to Mortgages. pursuant assessment provided transfer shall extinguish the ç for shall lien. mortgage Sale herein shall relieve However, or transfer foreclosure due or a d lien the 0 subordinate O.H sale from the any such from Lot The 0

ARTICLE VI.

ARCHITECTURAL CONTROL

type commenced, erected of exterior finish, exterior No building, addition limited or maintained upon fence, e e ģ Ċ made except color or change wall of painting on the exterior and or the Properties, in exceptional other 9 alteration structure cases, nor shall therein, shall

(3) or ōţ. kind, Association, structures shall have ב ה shape, height, materials, more representatives appointed by the been submitted ənd õ design the plans and specifications showing topography an architectural and to and approved in writing as to harmony location ýď the color 'n. Board committee composed of three and location relation of Directors Board. rt O of the the surrounding 0 H nature,

and and where enforcement of the rights under Directors become a part of the assessments to which such Lot designated committee shall have the unauthorized required shall be as provided herea ter improvements erected thereon. thereon or its designated committee, said Board of Directors In the event an Owner and any other the the ç Lot Board enter ä. changes and Ω Ö, upon said manner the costs ţο Directors exterior of the premises and the these provisions shall of any Lot in the Properties shall or attorney's fees caused unsatisfactory parcel and to repair, maintain, 0 The cost right, through its agents its designated committee the buildings o t 0 the such exterior improvements e D is subject. Board in the

ARTICIE VII.

GENERAL RESIDENTIAL CCTENANTS

erected, altered, one stories in height. attached single-family Section placed or residential Land Use permitted and Building Type. purposes. dwelling not to exceed Ę remain ö building 9 No Lot shall any Lot other shall be two and ሿ

intention and purpose of the covenant to assure prevailing on including said dwelling covenants o f shall Section better the date quality Not, of less than \$36,000.30 based upon cost levels 50 are permitted recorded than of workmanship and materials these Dwelling that a t covenants are recorded, it on any Lot which can be produced the minimum Cost, Q) C† Quality COSE œ that cost stated herein for and substantially a **1** 1 on the Size. being purchaser date

feet for a dwelling of more than one-story. square feet the minimum permitted dwelling 0f the open porches for a one-story main structure and dwelling garages, located on area and and not shall not be Size. a Lot, less than 450 square The less exclusive ground than 900 of.

miscellaneous personal property, or similar unsightly activity not motorcycles or other motor vehicles, tricycles, bicycles, or become an annoyance or nuisance committee shall deemed said Architectural keeping included repair nor γď patios, the Architectural with general good as an offensive site, be anything ļω carried on terraces, maintaining Nuisances. Control Committee. be done Control activity is the maintenance upon any Lot yards, ģ No noxious or offensive activity looks unsightly the naighborhood as thereon which may Committee etc., 0£ Although not limited outdoor or within the o H including attached <u> 1</u> t s storage, ө Д the Common or may O.H homes õ ç

street, designated in a driveway, parking deemed Section committee camper γď the Architectural Control trailer, t o Parking of Vehicles. р unsightly, recreation vehicle, space or Common Area. shall NO. be parked Committee commercial OH, any S, ۲. 5 truck, other

advertising public view sales period than one square Ç Section 5. on advertise the property for sale any Lot feet, one sign of not more the Signs. except property No sign shall be one professional or during rent, the than o R sign construction displayed signs four of not used feet more

themselves provided any Lot, livestock they are not except or poultry of any and Section do not dogs, provided create kept, bred or maintained cats Livestock facilities nuisance or kind shall be raised, bred or kept on other household pets for determined by the Board Poultry. such for any commercial pets, may z o and 9q animals, 0

will immediately be abated upon request of said Board of Directors or its designated committee. Directors or its designated committee in which case the nuisance

control however, that such dog may be having possession, charge, care, custody, other က ဦး မျ means of adequate physical control. Section competent dog exclusively upon his own premises; Control of person and restrained off the premises Dogs. Every person owning 0 γď control if it be a chain or leash O H provided, under any the 0

mаy əq approved by clean containers. 90 and placed Ö sanitary condition. Section 8. the Board of Directors maintained All incinerators or other within waste shall Garbage SI OI the a dumping Common Area, except and No trash, garbage or other not other equipment shall be kept Refuse Disposal. be kept except in sanitary ground for rubbish. in containers o Lot shall Trash, waste

oil maintained or permitted upon any Lot. permitted upon any Lot. shall oil wells, tanks, operations development Section 9. O. boring any kind shall operations, for Oil and tunnels, mineral excavations or shafts be 0 i] No derrick or other structure designated be permitted upon 011 Mining Operations. or natural refining, quarrying gas o H shall No oil drilling, in any Lot, ာ ဓ OH erected, mining

ARTICLE VIII

EASEMENTS

placed provided drainage facilities, electric driveway, the HOH HOH 9 1 (c) other utility installation are reserved as shown on for, power line, sanitary sewer installation plats. walkway, parking area, permitted Easements O.f. ņ this The Association may reserve structures, over the properties instrument. and ç for remain maintenance planting or installation water which Within any such easements above and storm drainage of line, gas may as provided other sewerage, and interfere and grant easements material line, maintenance in Article II utility, facilities telephone, with shall and 0f

go into house units and disturb the structure and floors thereof sewer and water lines located Association if through drainage which may change the direction of flow installation of order continuing right and easement to maintain any or all necessary to maintain those lines located within ç which in its seworage channels may obstruct sole discretion deems necessary shall have disposal in the 9 the or facilities easements. Lots, retard or drainage channels including the and Ιn flow 0 utilities, addition under of water right in the said Ö

the dwelling is located, and which easement exterior benefit constructed thereon and contributing to the support of house such protruding attachment the plans and specifications, Every portion of a shall said of such abutting house. to permit beyond walls delineated boundaries əq of a the burdened the construction of and continued delineated boundaries house which are Lot and each single-family attached house with an Further, all attachments and shall be were constructed in conformity easement there ß part 0 ب دی deemed to g the hereby reserved thereof but support Lot existence a n be included noqu abutting ť which which ō.

ARTICLE IX

EXTERIOR MAINTENANCE

patio, including grass and other vegetation in those portions of each Lot building surfaces, trees, owner detention maintenance Association shall provide exterior maintenance upon each Lot which subject shall outside dec⊁ and maintenance area as to assessment hereunder, þе shall and addition O Ha required fence. 0 the resident required also shall not include glass walls, đ ç shrubs; and other exterior improvements, include H maintenance roofs, order maintain by the City of building ç maintenance gutters, downspouts, exterior as follows: ກ. ຮ enable the Association nocin awo and the glass surfaces patio. Charlotte. Common Area, paint, repair, and storm and Exterior his water each Such 0.00 ťo

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

such Lot is subject shall replacement ტ ტ his added to and become Ħ is caused through the repair family event o R guest, that replacements the need for maintenance, o r the willful, or negligent ω part invitees, incurred Ç, the assessment the bу the Association act of the repair to which such

ARTICLE X

INSURANCE

malicious mischief. insurance replacement value thereof against insuring Owner's risks ς Ω policy, such normally Owner Owner's Lot and including shall covered expense, one ቲ ት ፀ secure and maintain λq fire improvements Q loss or damage and standard or more insurance lightning, thereon "Extended Coverage" in full from all vandalism and for force the policies hazards

maintain such insurance expiration or cancellation of any Owner's insurance coverage. Association insurance shall provide the Association with satisfactory evidence that Dollars or whatever Owner's insurance exceed ONE HUNDRED in full force and effect for thereof shall Owner naming the Association as herein required, will herein damage to person or property of others through Owner, e D an fails amount required is in full given thirty amount its coverage ΙO 45 be deemed a is deemed necessary by the Association agent THOUSAND DOLLARS the Association may, but shall not refuses not less Owner's for 0 (30) comprehensive personal liability Owner's an additional insured. special assessment ģ representatives, expense, than days notice maintain force One benefit, (\$100,000) and effect shall Hundred prior and the cost secure levied insurance Thousand and ç Owner such and

demand the the other Association against Owner provisions pay to the Association such of this Declaration, and Owner and Owner's special assessment Fo.t in accordance with covenants npon and

Association and recorded in the Mecklenburg Public Registry. to this Declaration which amendment shall be provided the approval of a majority and approval substitute 3 not the This one be acknowledged and shall be attached to an amendment Lots is obtained. λq comprehensive insurance insurance 75% of the Owners and holders provision may Such approvals shall be in writing of the unit Owners is obtained policy covering all units be modified executed only by O H first Q, amended

ARTICLE XI

INTERIOR MAINTENANCE

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

ARTICLE XII

PARTY WALLS

thereto damage inconsistent which is the Properties and placed 0 fr shall due built as a part 108 Section to negligence or willful acts or omissions constitute with regarding the General provisions Œ party walls and liability of the party wall, and, Rules of Jaw to Apply. original on the dividing line of. this construction of the homes Article, ťo the for the shall apply between extent property general not

such use. reasonable γď the Owners Section 2. repair who make use of and Sharing maintenance Repair 0 }h the wall in proportion and Maintenance. Ø party wall shall The cost ů, p b

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

willful act causes bear such elements Э Н the whole this the party Article, cost of Weatherproofing. furnishing the necessary protection an Owner wall to be exposed to who Notwithstanding any other γď his negligent the elements 04

Owner's right O.F successors in title. shall be appurtenant any Section 5. Owner contribution Right to Contribution to the land from any other Owner under and shall Runs With Land. pass ť Stua The

decision shall be by a majority of all the arbitrators arising concerning a party wall, each party shall choose shall Arbitration. one choose additional 0 under In the event one the arbitrator, arbitrator, provisions of any and and of dispute such this

ARTICLE XIII

PARKING

assign two reasonably possible, together with the right of ingress and upon said parking area. which Ownership (2) vehicle parking the use shall of not more than of each 9 ខ្ល Lot shall near spaces The Association shall and for each dwelling entitle the Owner or Owners convenient two (2) automobile ç said permanently co Co

ARTICLE XIV

GENERAL PROVISIONS

this entitled to reasonable condition herein brought by violating or attempting to violate awarded action violetion proceedings Restriction shall, by the Court O F Section the 교 to recover Association or law contained, Agreement, determination of said suit in their favor, be 0 attorney's Enforcement. damages. equity the O_F an Owner to enforce any covenant ۲ ۲o party or fees, which shall be any damages any covenant against 占 breach Enforcement the any parties bringing event 0 either person or that shall covenant ó suit persons å b such g O.H ΛÇ

these force and covenants or restrictions way affect any other provisions which shall remain Severability. by judgment Invalidation of 9 court order any one of ٦ ۲. full

thereafter by signed amended during after which time successive periods this Declaration shall percent of the Owners. by not (20) years Section 3. an instrument less the first twenty of ten (10) than ninety they from the date Amendment. shall run with and bind signed by not less than seventy-five Any amendment must be recorded (20) year period by percent years. be The covenants this Declaration is recorded, automatically (808) This the of Declaration may be land, and restrictions the Owners, an instrument extended for a and

Section 4. Annexation.

- Section the Register Declaration ហ hereunder. by Declarant may be annexed by the filing in the Office said property, O He Properties of Covenants, Deeds of Mecklenburg County of an amendment to subject subject Conditions only to General Plan to approval pursuant and Restrictions heretofore ç S
- of two-thirds in General Plan may be annexed to the Properties Additional residential property O H each class of members. and Common Area with not

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

IN WITNESS WHEREOF, the undersigned

official seal, this the day of	WITNESS my hand and
cate, hereby certify that the foregoing is a on of Covenants, Conditions and Restrictions recorded in the Office of the Register of County, North Carolina, in Book	I, aforesaid County and State, true copy of Declaration of as the same is found record Deeds for Mecklenburg County Page
	COUNTY OF MECKLENBURG
	STATE OF NORTH CAROLINA
my commission expires:	
Notary	
of WILLIAM H. TROTTEN, who being by me duly is the President of WILLIAM TROTTER COMPANY ixed to the foregoing instrument in writing of the company, and that said writing was nim, in behalf of the said corporation by its and the said the said writing was not another the said writing was not the said writing was another the said writing was not the said writing to be the act and deed of said	This day of appeared before me, WILLI sworn, says that his is the seal affixed is the corporate seal of signed and sealed by him, authority duly given. acknowledged the said wricorporation.
	OF MECK
william H. Trotter, President	STATE OF NORTH CAROLINA
WILLIAM TROTTER COMPANY	[CORPORATE SEAL] ATTEST:
its hand and seal this day of	herein, has hereunto set
not be and the second party of the party of the	

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, wap 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 feet to a N.I.P.; thence south 67-45-17 feet to a N.I.P.; thence south 67-45-17 feet to a N.I.P.; thence of 26.70 feet, an arc distance of 26.70 feet, an arc distance of 27.70 feet to a N.I.P.; thence I not having a radius of 20.00 feet, an arc distance of 0.55 feet to a N.I.P.; thence South 49-45-00 East 100.00 feet to a N.I.P.; thence I not having a radius of 25.00 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence North 70-20 East 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 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 190.00 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 223.63 feet to a N.I.P.; thence South 19-40 East 239.63 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet to a N.I.P.; thence South 19-20-25 East 50.00 feet 19-20-20 feet 19-20

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 25.00 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 Hence South 69-43-58 feet to an iron in the SARDIS FOREST PATIO HOMES, PHASE I, dated December 1, 1981, prepared by

874° 87 STATE OF HORTH CAROLINA, COUNTY OF WECKLENBURG)

I. Charles E. Growder, Register of Dueds for aforesaid County and State, hereby certify that the foregoing is a true copy of Declaration.of Covenants, Conditions & Restrictions -: A Contract of the Contract of R = 225.00 141.19 L'ELYSTON \$0. A. A. Commercial Comme 52,591 SCHEDULE (R, 20.00 ___ D3

Sardis Forest Patio Homes
as the same is found recorded in the of
Deeds for Mecklenburg County, North Ca
Page 403
WITNESS my hand and Official Seal
July 1982

the

Carolina, Office of

f the Register of in Book 4555

Official Seal, this the 15th day of

CHARK

4584 380

Drawn By (a) for fac-LOUIS A, fighters, 19 Professional Associat, a 831 Baxter Street, Suite 23) Charlotte, florth Carolina 28202

STATE OF NORTH CAROLIVA

COUNTY OF MECKLENBUI

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REGIS PORTED FARESTISBATIO /foll l'aws: Page Covenants, 403 WILLIAM TROTTER O.f. 20, Conditions the HOMES Ó Ч Mecklenburg age ~ 7, \sim PHASE ∞ 0 COMPANY does \vdash and 9 0 ተተ 1-1 10 Re Public the Ø Œ tricti ū **-**[1, Mecklenburg ល hown hereby 12, Regi g S stry no <u>၂</u> ပ Н record amend map 14 Ωi 'n Publi Ō ٠. j----2 Ω hereo ć۲ the G pert. and 'n à Declar H Regis Book مسا Ω reco Suri σ ät H d rded 4 тy Úì SARD nor. Ö Œ ű Ç O Hn Û S 4 Ωž Ė Ó ហ $^{+}$

CRECEDURS uant H Covenants Ø ö amended à Q ing **j...**. rt Condit Λq with ţ Ω cion Sec the ö ting 'n 4 ٠. following and on Section W Restrictions, 0 H Ä 4 μ. ω à <u>__</u> О Н 'n $\Lambda I X$ Artic the 0 Η afo P Ø ø resaid IIA Ļ٠. Q Dec thereo lara Declara 7 hh ion 4 ion and O Ffi

ARTICLE VII:

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provisions of may establish which Homeowner's determined . ማ directed रीव Association, this reasonable the to section. Board SO О Н determine. rules 9 Directors Ьy and any regulations committee The О Н said the Sardis Board appointed for enforcing 9 Forest committee Уď them Patio the

force Mecklenburg Conditions Except and effect. and Public o O Restrictions amended Registry above, recorded remain the the in Book Declaration same 4555 and Page remain o fi 403 Covenants h. O.F full the

ьe and and inure Covenants, lots covenant binding Restrictions Restrictions ţ WILLIAM ťο which the that g Conditions and benefit TROTTER a11 the the ល បា apply; parties aforesaid aforesaid Declaration of previously of each COMPANY and having Restrictions lot owner, Declaration that amended and any the the right, and his aforesaid ន ស р О വ വ undersigned heirs Covenants, amended Covenants, title amended hereby shall and Declaration 9 hereby assigns interest Conditions ф Conditions hereby shall O H i n

undersigned 27th day ĬZ WITNESS O.fr have September, caused WHEREOF, 1982 this MILLIAM instrument TROTTER Ċ эd duly executed COMPANY and this the

WILLIAM TROTTER COMPANY

ATTEST:

ATTEST:

ASSISTANT Secretary

William H. Trotter, President

Max I. Gouge, Jr.

Cheryl Moore Gouge

(SEAL)

	Candace J. Tackett	David Allen Tackett	Lackel of Thewsom, I Goebel W. Newsom, I Melmal C. Newson
	CKELL (SEAL)	touteth (SEAL)	III (SEAL)

 \sum_{i}

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WILLIAM TROTTEN instrument in writing and that said writing are said writing and that said writing are said writing and the said writing are said writing are said writing are said writing are said writing and the said writing are said writing and the said writing are said writing said Co William deed of Trotter, who, beauty was WILLIAM TROTTER COMPANY, Notary said Corporation. $\frac{1}{2}$ Trotter acknowledged y Public in and to y Public in and to y no, being by me duly s day Was O.fr 57. September, d for said the signed authority sworn, says the the seal affix corporate seal the and y duly given. said writing t County 1982, sealed 2, personally came beforty and State, William is President affixed to the foregoing Йq of the him, to be in Corporation, in behalf of And the said the foregoing act before and 0

Score J. Jehnnal)
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/29/85

STATE OF WORTH CAROLINA

COUNTY OF MECKLENBURG

I, Public day and instrument. GOUGE, JR. for and CHERYL acknowledged said ra County MOORE and the GOUGE tate, due do hereby personally execution came certify 0 T the before that Ωι foregoing t MAX L. me this Notary

September, Witness ss my 1982. hand and notarial seal, this day 0

Notary

[NOTARIAL SEAL]

My Commission Expires: 1/24/85

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ment. I, Public day NEWSOM, and for acknowledged said and AARLOTTE DEBORAH C. the and due State, do nerewy NEWSOM personally ca 0RNES certify came foregoing before that GOEBEL W. me this instru-Notary

October Witness my ober , 1982. hand and notarial seal, this day 0 H3

Lexbelle Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Public instrument. this ALLEN day TACKETT for and CHARLOTTE Cald County and ETT and CANDACE acknowledged and 9 J. the State, BARNES tate, do TACKETT due execution personally of hereby certify came the that before ø foregoing Notary DAVID mе

Witness my October', 1982. hand and notarial seal, this ST day Off

[NOTARIAL SEAL]

My Commission Expires: Que, 12, 1986

REAL ESTATE PAUL

4608 0031

PRESENTED FOR REGISTRATION

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Distant By 2nd 11 of 151 to 1815 to 18

Dec 22 REGISTER OF DEEDS
HECKLENBURG CO. H.C. 11 12 AH 82

SECOND AMENDMENT TO DECLARATION OF AND RESTRICTIONS

S

COUNTY OF MECKLENBURG

STATE

OF NORTH CAROLINA

recorded Declaration Declaration recorded in WILLIAM Public ļ O.F Book Book 4584 of Covenants, Registry, as TROTTER Covenants, 4555 COMPANY כן טו 9 follows: Page Page Conditions Conditions does 380 403 O Ha hereby and and and the Restrictions Amendment to Restrictions Mecklenburg amend the

the which this Conditions and Restrictions Township, Mecklenburg their heirs, interest binding C) and Article III of Covenants, Restrictions, benefit particularly described as follows: Pursuant 9 д. Э the Amendment a11 O H the successors and ç said Declaration of Covenants, Conditions each foregoing Section 3 parties following the following lots County, applies owner having of Article and and lots Declaration assigns, thereof. North Carolina, and being p. Amendment to Declaration Restrictions Located 9 any and shall inure any are Ħ right, The and 0 H hereby annexed part İ'n property Section Providence Conditions Covenants, shall title thereof, ç ç 8 ٥ م O.f.

4:-

BEING all of Lo 24, 25, 26, 27 SARDIS FOREST P on map thereof; Registry. 0 the Mecklenburg of Lots 26, 27, Lots 17, 18, 19, 20, 27, 28, 29, 30, 31, and PATIO HOMES, PHASE II, frecorded in Map Book 20 Book 20 and as shown 2, 23, 32 of Page

Page remain the Conditions Conditions and Restrictions Š 380 and amended Ö same and remain and Amendment the Restrictions above, Mecklenburg ő the in full force recorded in Book Declaration Declaration recorded County i, Public and effect O Hij O Ffi Book 4555 , Covenants, Covenants, Registry 4584 at Page

5.55 5.55 5.55 5.55 5.55

11:20 12/22/32 #8505 000

BOOK PAGE

4608 0032

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

day of Dacumbus, 1982. caused Z this WITNESS instrument WHEREOF, ç WILLIAM TROTTER ьe duly executed COMPANY this Day has

WILLIAM TROTTER COMPANY

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STATE OF NORTH CAROLINA COUNTY, OF MECKLENBURG

1982, personally haing by me duly

and State, hereby certify that the foregoing he a true copy STATE OF MORTH CAROLINA, COUNTY OF MECKLENBURG) WITHESS BY same is found recorded in Necklenburg County, North Carolina, hand and Official CHARLE Seal, this the 22 day JO BOIETO sala b 旧名toria ä Book Register : Ago en Deputy

State of North Carolina, County of Mecklenburg
The foregoing certificate(x) of ______Peggy_F. Schmal

a Notary(183) Public of Meck LenburgCounty and State North is & certified to be correct. This 22 day of December of Charles E. Crowder, Register of Deeds, By Charles E. Crowder, Register of Deeds, B

4607 J 8 J

'AROLINA DEC 22:82 Real Estate Excise Tax တ ф (3)

RRESENTED FOR REGISTRATION

Dec 22 28, HV 2T 11

CHARLES E TOUNCER REGISTER OF CENDS HECKLENBURG FO. N.C.

	Recording Time, Book and Page
Tax Lot No.	Tax Lot No.
Verified by	
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Not of the second	
recording to	13,00 steer recording to
	EDUS A PLEASE OF THE PROPERTY
This instrument was prepared to	This instrument was prepared to the first state of
Stine President St.	Displaced by State of the State
river description for the Index	23.51
	SARDIS FOREST PATIO HOMES, TI.
	ı

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of December Charlotte, WILLIAM TROTTER COMPANY 1221 East Morehead Street GRANTOR 19.82 , by and between GRANTEE

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

గై

28204

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

certain lot or parcel of land situated in the City of 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 The designation Grantor and Grantce as used herein shall include said partics, their heirs, successors, and assigns, shall include singular, plural, masculine, feminine or neutor as required by context.

Mecklenburg County, North Carolina and more particularly described as follows: Providence. Township,

225.0 feet, an ar of Berry Ridge R South 49-45 Fast having thence margin Beginning a Road, said Block 5 of ç to a point; the least Court, thence South 45.37 feet t of 160.05 feet circular 229 of feet to a point; a radius of 20. point the with the arc of a c feet, an arc distance the of feet 0 West Point and place of point and place of place of place of place North 70-20. Berry 2) C† point also being SARDIS FOREST,
Mecklenburg Pub to a point in the arc of a ve to the right having a rad et to a point; thence South 6 70-49-44 East 65.32 feet to Ľ, 242.00 feet to a point; thence in the southeasterly margin 110.00 Road Ridge also being having 20.00 feet, and southeasterly rg Public Kedister. Road ne in thence 70-20-00 the circular curve to ...

circular curve to a point in the ...

e of 0.55 feet to a point in the ...

the northwesterly margin of Nolley Court; thence

to a point in the southeasterly margin of Nolley

of BEGINNING; thence South 49-45 East 11.55 feet

of BEGINNING; thence South 66-04-44 West 251.80 feet

n-20-00 East 164.20 feet to a point; thence south

force South 66-04-44 West 251.80 feet circular 0 toward Exc., End stry; and Ending processing processing the second control of the second contro with the of a curve; then radius of 286.56 that the curve; then the curve; then the curve; the cu and process and process and process thence with the arc of a dius of 286.56 feet, an arc distance 63-20-35 East 29.72 feet to a point; a point; thence South 67-45-17 East of a point; thence south 67-45-17 East of the left arc of a the northerly margine the southeasterly command in and proceed in feet, a circulr of 26.72 e right ha margin of curve 2 feet corner Map of Berry Ridge er of Lot 8 in Book 18, Page the northerly ę ę

PAGE

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, 26, 27, 28, 29, 30, 31 and 32, containing 0.26 acres. and Lots 24, 25,

The foregoing Certificate(s) of P State of State of Use Black take till tare harde. Use Black take of Uharlog E	ASSISTANT Secretary ASSISTANT Secretary ASSISTANT NO. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		The property hereinabove de Book 4567, Para Bo
NORTH CANOLINA, MECKLENBURG I, a Notary Public of the County and State aforesaid, certify that Marie B. Smith Registering personally came before me this day and arknowledged that S he is ASSISTANT WILLIAM TROTTER COMPANY Registering a North Carolina corporation, and that by authority duly a North Carolina corporation, and that by authority duly is resident, scaled with its corporation, the foregoing instrument was signed in its name by its serious my hand and official stamp or scal, this 21St day of December Witness my hand and official stamp or scal, this 21St day of December North Carolina North Carolina Notary Public Schmal Notary Public Schmal Notary Public Schmal Notary Public Of Mecklenburg County and the Book and Page shown on the Defentless from Mecklenburg County Littered This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the Legister of December December December 1982 Notary Public Schmal Notary Public Schmal Notary Public Of Mecklenburg County and December Decemb	Otter President President Secretary (Corporate Seat) NORTH CAROLINA, NORTH CAROLINA, Secretary Fublic of the County and State aforesald, certify that A A A A A A A A A A A A A	STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG) I. Charles E. Crowder, Register of Deeds for aforesald Count and State, hereby certify that the foregoing is a true copy of the same is found recorded in the Office of the Register peeds for Mecklenburg County, North Carolina, in Book Haller Page 16.1. WITHESS my hand and Official Scal this the deal day of the State of S	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 Book20

COUNTY OF MECKLENBURG

Book 4655 Page 925

THIRD AMENDMENT TO DECLARATED OF COVENANTS, CONDITIONS AND RESTRICATIONS AND THE SAME OF THE COVENANTS OF TH

pue Mecklenburg Covenants, WILLIAM TROTTER COMPANY does hereby amend the Conditions County Public and Amendment recorded and Registry, as follows: Restrictions to Declaration of Covenants, in Book 4584 at recorded in Book 45557 at Page Declaration of 380 Conditions O.f. r h e

Carolina, and being more particularly described as follows: located successors and assigns, and shall interest Amendment to Declaration of the Declaration following Pursuant to Section 3 of Article thereof. 6 said Declaration of Covenants, Conditions and Restrictions, 'n in the following binding of Covenants, Providence lots The 9 property to which this are al1 hereby annexed Township, lots Covenants, Conditions and Restrictions parties having Conditions OH, inure any part Mecklenburg 1-4 rt O and Section 0 and any thereof, their heirs, Amendment the that right, Restrictions benefit County, the N applies 0 title foregoing O H Article North each and ۲. ن 0 K

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.

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

Declaration of WILLIAM owner TROTTER Covenants, Q Ħ Ø portion COMPANY Conditions and Restrictions. o f executes the property covered this instrument Λq ង said the

Drawn By and Mail Tor Louis A. RESPOSE IN. Prodestry to Activision In SAI Patter Charles Societies Charleste, Martin Commission Land

instrument H WITNESS WHEREOF, ţ о О duly executed WILLIAM TROTTER COMPANY has this agy day о Н and caused this

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WILLIAM TROTTER COMPANY

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

before me that he is seal affi duly corporate sealed given. .. This affixed μ. Ω seal of d by him 1 by nim ...
1. And the said
1. And the act and WILLIAM H. the President ç TROTTER, Who, ident of WILLIAM 7 e company, and that said writing we behalf of said corporation, by its a said WILLIAM H. TROTTER acknowledged deed of said IN Deling by me duly swo a, IAM TROTTER COMPANY and that instrument in writing is and that said writing was si and that said writing was si aid corporation, by its authors the manner of the company of corporation. y swo. 1, s authority d the said 15 signed says the came

Commission Expires: Notary Public

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

a Notary(1835, Public of MecklenburgCounty and State North Carolina is xee certified to be correct. This 25 day of April 1983.

Charles E. Crowder, Register of Deeds, By: 15/ Sara B. Johnson DEPUTY

STATE OF NORTH CAROLINA, COUNTY OF MECKLEMBURG)

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,

Page WITNESS by Land ; ni. o Page 925 Mecklenburg as the same jo Conditions and Restrictions County, North entigares. ä the Register Book

oficial & <u>.</u> t1)13 the... 25 .day of

CHARLES E. CHANDER, REGISTER

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0343

4722

COURT BELLEVOR, IN LOCAL PROPERTY SUPER STATE ST

NORTH CAROLINSER H 4 27 84 183

CHARLES LEEDS DECLARATION OF COVENANTS, REGISTER OF ALEGIS DECLARATION OF COVENANTS, REGISTER OF ALEGALETICAL AND RESTRICTIONS AND RESTRICTIONS らいて

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

Carolina, located successors and assigns, and shall inure to the benefit interest shall Amendment to Declaration of Covenants, Conditions and Restrictions Declaration the of said Declaration of Covenants, Conditions and Restrictions, following Pursuant thereof. Ç, in the r T and being more particularly described as follows: binding O Th Providence to Section 3 lots The following lots or Covenants, 9 property are all hereby Township, of Article parties Conditions ő which annexed any part thereof, their heirs, Mecklenburg having 1-1 this and Section 2 ប O and any right, Amendment that Restrictions County, the applies of Article title foregoing of each North j...

Public, BEING all of Lots 50, 51 57, 58, 59, 60, 61, 62, of SARDIS FOREST PATIO shown on Page 3 Registry. 384 thereof 50, 51, 52, 53, 54, 55, 56, 62, 63, 64, 65, 66 and 67 PATIO HOMES, PHASE IV, as reof recorded in Map Book of the Mecklenburg County

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

Declaration of present owner TROTTER Covenants, Conditions 0 ø portion COMPANY O D executes the and Restrictions Property this instrument covered in in the

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6, 50 6, 50

#4303 000

16:24 03/11/83

0344

instrument IN WITNESS ď be duly executed this WHEREOF, WILLIAM TROTTER COMPANY has FA day of Carrete S caused this

(Corporate

er, President

WILLIAM TROTTER COMPANY

Sealj

ATTEST:

STATE Ö NORTH CAROLINA

COUNTY OF MECKLENBURG

corporate and sealed before me that he is seal affi writing porer by ha given. A This affixed WILLIAM H. TROTTER, who, being by me duly the President of WILLIAM TROTTER COMPANY him the 0 of the company, and that said writing war in behalf of said corporation, by its a the said WILLIAM H. TROTTER acknowledged act and deed of said corporation. writing was duly sworn, so PANY and that a writing is a personally duly sworn. the said says t the

Notary Public

My Commission Expires: 1139 35

[Notarial Seal]

State of North Caroling, County of Mecklenburg
The foregoing certificate(x) of ____Reggy_R_Schmal

STATE OF MORTH CAROLINA, COUNTY OF MECKLEMBURG)

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

Deeds for and Restrictions Baue Mecklenburg is found recorded County, North Carolina, in tho Office of the Register arelina, in Book 4722

WITNESS my hand and Official Scal, this the 14th day of

19....ВЗ ... сномрен. RECISTER OF DEEDS

2 Bz: 1 Assistant 1

Excise Tax \$29.50 Recording Time, Book and Page Tax Lot No. Parcel Identifier No. Parce	9.50 Recording Time, Book and Page Parcel Identifier No. Day of day of day of 19 1.47 acres-SARDIS FOREST PATIO HOMES IV
	arcel Identifier No
Mail after recording to	
This instrument was prepared by	OREST PATIO HOMES IV
NORTH CAROLINA GENERAL WARRANTY DEED	RAL WARRANTY DEED
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 snid 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 Mecklenburg 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 South 70-20 West 140.42 feet to a N.I.P.; thence with the 15-31-57 West 34.72 feet to a point; thence South 65-04-44 West 251.80 feet to a point, the point and place of BEGINNING. Containing 85,778 square feet 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, 5 60, 61 (containing taining 0.17 acres) 53, 54, 55, 56 19 0.11 acres), 56, , 57 (containing 0.22 acres), Lots 62, 63, 64, 65, 66 65, Lots and 8 58, 59, 67 (con-

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Title to the property hereinabove described is subject to the following exceptions: Restrictions and easements of record.	And the Grantor covenants with the Grantee, that Grantor is selzed of the premises in fee simple, has the right to convide same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant are defend the title against the lawful claims of all persons whomseever except for the exceptions hereinafter stated.	TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging the Grantee in fee simple.	A map showing the above described property is recorded in Plat Book20	Book 4647, Page 548 of the Mecklenburg Public Registry	The property hereinabove described was acquired by Grantor by instrument recorded in
--	--	---	---	--	--

IN WITNESS WHEREOF

Deputy/Assistant - Register af Deeds	By
REGISTER OF DEEDS FOR	***************************************
7807	la/arm certified t
	*
	The foregoing C
E President, sealed with it corporate seal and attested by DEE	
Here and as the set of the company the forestern between the fores	
NORTH CAROLINA, MECKLENBURG	2 - 7 - 8.
My commission expiret:	
D hand and official stamp or seal, this day of day of lb Ib	
owledged the execution of the foregoing instrument. Wi	
I. a Notary Public of the County and State aforesaid, certify that	
STAMP NORTH CAROLINA,	SEAL-STAMP
Secratary (Corporate Beat)	·····Assistant
BLAC)	ATTEST:
William H. Trotter K	Milli.
Corporate Name)	4 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
WILLIAM TROTTER COMPANY	WILLIAM TE
eorporate mane by its duly anthorized officers and its seal to be hersunto affixed by suthority of its Board of Directors, the day and year ful above written.	above written.

PRESENTED FOR REGIS ON INN

STATE OF NORTH FEB 70 LIN 20 PM 184 COUNTY OF MECK-SPARIES E. CROWDER REGISTER OF DEEDS MECKLENBURG CO. N.C.

4795 0208

FIFTH AMENDMENT TO DECLARATION OF COVERAN. C CONDITIONS AND RESTRICTIONS

Covenants, Conditions Page 403 and Amendment to Declaration of Covenants, Conditions County Public Restrictions HILLIAM TROTTER COMPANY does hereby amend the Declaration recorded in Registry, as and Restrictions Book 4584 at follows: Page 380 of the Mecklenburg recorded <u>,,,</u> Book 4555 and) H () (†

Declaration Carolina, and being more particularly described as follows: CATHER interest shall Amendment located successors and following Pursuant thereof. ö said Declaration of Covenants, Conditions and Restrictions, ij 7 to Declaration of Covenants, Conditions and Restrictions binding <u>t</u> Ö ť Providence lots assigns, The property following Section 3 of Article Covenants, on all are hereby and shall inure lots Township, parties having Conditions ő 9 annexed which any part Mecklenburg I and Section this Amendment et O Ö And O any thereof, that the benefit Restrictions right, the. County, N their of Article applies foregoing title of each heirs, Morth and 9

BEING all of Lots 68, 69, 70, 71, 72, 73, 74, 75 and 76 of SARDIS POREST PATIO HOMES, PHASE V, as shown on map therwof recorded in Map Book 20 Page 531 of the Mecklenburg County Public Registry.

and Restrictions recorded in Book 4555, Page 403, and Amendment to Declaration of Covenants, remain the same and remain in full force **458** amended at Page above, 38:0 of the Declaration of Covenants, Conditions and Restrictions the Macklenburg and effect County Public recorded Conditions Registry ä

Declaration of Covenante, Conditions and Restrictions. MILLIAM OWNER TROTTER 0 90 portion COMPANY 0 M executes the property this instrument covered Š 靈 Baid d 5

FEE 6.59

\$ 5.50

\$128 \$1266 \$90 \$2/28/\$4

DELES A 0 4 Marl đ Bledsoe + Recse, .

LINE TOWNSON 7 WITNESS to be duly executed this 28th day of February, WHEREOF, WILLIAM TROTTER COMPANY ក្នុងខ caused

WILLIAM TROTTER

CCMPANY

(ediposate Seal)

William H. Trotter, President

Speretary An Jone

STATE OF HORTE CAROLINA

COUNTY OF MECKLENBURG

t)e 28th day of February, a instrument said writing COMPANY and sworn, says the corporate

Quaga Jahah Massic

Expires: 13918

socifical Seal!

State of Morth Carolina, County of Mecklenburg
The foregoing certificate(*) of Fraky F. Schasi

Notary (MR) Rubi's of ______ \$10 _____ County and State______ \$10 ft.

Recentified to bu correct. 1 - 28 ft. of February ______ \$10 ft.

Recentified to Convictor, Register of Locals, By _______ REPUTION |

STATE State, OF NORTH CAROLINA, COUNTY OF MECKLENBURG) Charles E. refered Q,73 festicy that I foregoing

Deeds, for Woklenburg Same found hand 19 Official recorded County, North in the Seal, Carolina, Office this <u>و</u> the. the Book: day. 얹

CHARLES E. CHOWDER, REGISTER OF DEEDS

S

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

A MAY | 4 40 PM '84 SIXTH AMENDMENT TO CHARLES & CROWNERCLARATION OF COVENANTS, REGISTER OF DECEMBERIZIONS AND RESTRICTIONS HECKLENBURG CO. N. C

County Public Registry, as Restrictions recorded in Book 4584 at Page 403 and Amendment to Declaration of Covenants, Covenants, WILLIAM TROTTER COMPANY does hereby amend the Declaration Conditions and Restrictions follows: Page recorded in Book 380 of the Mecklenburg Conditions **4**555 and o ct O Hi

Carolina, and being more particularly described as located successors interest in Amendment Declaration of said Declaration of Covenants, Conditions and Restrictions, following Pursuant thereof. be binding Ľ, to Declaration of Covenants, Conditions and Restrictions and assigns, and shall inure to the benefit the O H Providence to Section 3 of Article 1 and Section lots The following lots or any part Covenants, 9 property are all Township, hereby parties ć Conditions which annexed having Mecklenburg this Amendment applies is SO and thereof, their any that Restrictions right, follows: County, <u>ተ</u>ከе Ŋ О Н title or foregoing of each Article heirs, North and

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.

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

Declaration of Covenants, Conditions and WILLIAM owner TROTTER o f Ω noitrod COMPANY O. executes the property Restrictions this instrument covered O) said the

#8/10/30	85.15 31.53				
##* 20	25,54#				
	900	25	\$	HH	•
		6,50	6.5a	£. 50	

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and Mail to: 4 Reesa, P.A.
1057 E. Wordsond Street
Charlotte, No Eszoy

Drawn

REAL ESTATE BOOK PAGE

4831 0514

instrument IN WITNESS WHEREOF, to be duly executed this LSE day of May, 1984. WILLIAM TROTTER COMPANY has caused this

WILLIAM TROTTER COMPANY

[Corporate Seal}

ATTEST:

COUNTY OF MECKLENBURG

STATE OF NORTH CAROLINA

This /at 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 LLIAM H. deed of said corporation.

Jacob J. Johnson

My Commission Expires:

a. nin

[Notarial Seal]

State of North Carolina, County of Mecklenburg
The foregoing certificate(%) of ______Peggy_F, Schmal

a Notary(lex): Public of sald Counts and certified to be correct. This 1 day of Charles E. Crowder, Register of Deeds, By: County and State

N

PRESENTED FOR REGISTRATION

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2 52 円 18년

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

ć

COUNTY OF MECKLENBURG STATE OF NORTH CAROLINA

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Page Book tion follows: ants, WILLIAM 4555 0 f 380 Conditions Covenants, ርተ οf TROTTER Page the and 403 Mecklenburg Conditions COMPANY Restrictions and Amendment does and County recorded hereby Restrictions Ċ C† Declaration Public amend ä Book Registry, the recorded 0 4584 Declara-Covengu rt i, ಚಿತ

being Providence shall Conditions having Restrictions Restrictions, part Pursuant more foregoing inure any III ç particularly thereof, and Township, right, O.f. ç and the which ç Restrictions said Declaration the Section title following Amendment their heirs, Declaration this Mecklenburg described as benefit ဝူ w Amendment interest shall lots O.f. Off, ç OĦ, Article County, North successors of Covenants, are follows: Covenants, 99 Declaration each μ. applies binding hereby the Н owner and following and annexed μ. Κ ä Conditions 0 thereof. Conditions Carolina, Section assigns, all located Covenants, SO lots parties N that and The and and and or O H

shown on map at Page 533 c Registry. BEING all of 89 of SARDIS Lots 83, 84, 85, 86, 87, FOREST PATIO HOMES, PHASI thereof recorded in Map 1 of the Mecklenburg County PHASE V, as 1 Map Book 20 7 mnty Public

trictions Amendment tions force and and County amended recorded Restrictions Public effect. Declaration above, ij Registry Book recorded the of f 4584 Declaration remain Covenants, in Book C† Page the 4555 O Th 380 Conditions same Covenants, a t ij and Page the remain 11 and 403 Mecklen-Condi-Resand

10/08/84 8:24 000 MS24# C 같

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DRAWN BY AND MAIL TO:
BILDSUE & ELERE, P.A.
1057 EAST MODERAD ST.
EHARLOTTE, NORTH CAROLINA 2 28204

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REA' ESTATE BOL PAGE

0889

ation of Covenants, Conditions and Restrictions. present owner of a portion of the property covered by said Declar-WILLIAM TROTTER COMPANY executes this instrument S) the

instrument IN WITNESS ç å b WHEREOF, ďulγ executed this WILLIAM TROTTER COMPANY 1 4 đау O H has Oc1060r caused this

[Corporate Seal] WILLIAM TROTTER COMPANY Trotter, 3

President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

before me that he is seal affi writing to corporate sealed by affixed WILLIAM H. the nin TAM H. TROTTER, who, being by me dul President of WILLIAM TROTTER COMPANY the the in b said e company, and that said writi behalf of said corporation, by said WILLIAM H. TROTTER acknowl foregoing deed of said corporation instrument acknowledged writing y sworn, say, and that the was signed authority came

State of North Carolina, County of Mockleniurg Schmal, The foregoing certificate of Peggy F. Schmal, Romming & ion Expires: 1/30 Notary Public

Notary (XXXXXXXX) E. Crowder, o be correct. Register of Public of This 8th Deeds By. County and State 19

Deputy

BY-LAWS OF SARDIS FOREST PATIO HOMES ASSOCIATION

ARTICLE

"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 Mecklenburg, as may be designated by the Board of Directors. The name of the corporation is Sardis Forest Patio Homes Association, hereinafter referred to as the

ARTICLE II - DEFINITIONS

- "Association" shall mean and refer to Sardis Forest Patio Homes Association, its successors
- Section 2. Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. "Properties" shall mean and refer to that certain real property described in the Declaration of
- enjoyment of the Owners "Common Area" shall mean all real property owned by the Association for the common use and
- 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 excluding those having such interest merely as security for the performance of an obligation the fee simple title to any Lot which is a part of the Properties, including contract sellers, but "Owner" shall mean and refer to the record owner, whether one of more persons or entities. ₫,
- Section 6 such successors or assigns should acquire more than one undeveloped lot from the Declarant "Declarant" shall mean and refer to William Trotter Company, it's successors and assigns if for the purpose of development.
- "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Mecklenburg Public Registry.
- Section 8 "Member" shall mean and refer to those persons entitled to a membership as provided in the

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 one-fourth (1/4) of all the votes of the Class A membership. Special Meetings. Special meetings of the members may be called at any uniterly uncontrolled to vote or by the Board of Directors, or upon written request of the members who are entitled to vote Special meetings of the members may be called at any time by the President
- Section 3. the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the 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 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
- Section 4. any action except as otherwise provided in the Articles of Incorporation, the Declaration, or cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for Quorum, The presence at the meeting of members entitled to cast, or of proxies entitled to , however, such quorum shall not be present or represented at any meeting

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

Section 5 automatically cease upon conveyance by the member of his Lot. <u>Proxies.</u> 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

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

- Section 1. who need not be members of the Association. The affairs of this Association shall be managed by a Board of seven (7) directors,
- Section 2 succeed previously elected directors as their terms expire. 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 Term of Office. At the first annual meeting the members shall elect three directors for a term of
- Section 3 serve for the unexpired term of his predecessor. director, his successor shall be selected by the remaining members of the Board and shall vote of the members of the Association. Any director may be removed from the Board, with or without cause, by a majority In the event of death, resignation or removal of a
- Section 4. performance of his duties. <u>Compensation.</u> 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
- Section 5 of the directors. 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 Action Taken Without a Meeting. The directors shall have the right to take any action in the

ARTICLE V -NOMINATION AND ELECTION OF DIRECTORS

- Section 1. 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 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 nominations may be made from among members or non-members. 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
- Section 2 number of votes shall be elected. Cumulative voting is not permitted entitled to exercise under the provisions of the Declaration. the members or their proxies may cast, in respect to each vacancy, as many votes as they are Election. Election to the Board of Directors shall be by secret written ballot. At such election, The persons receiving the largest

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;
- ਉ suspend the voting rights and right to use of the recreational facilities and other published rules and regulations; be suspended after notice and hearing, for a period not to exceed 60 days for infraction of default in the payment of any assessment levied by the Association. Such rights may also association services of a member during any period in which such member shall be in

- <u>ල</u> exercise for the Association all powers, duties and authority vested in or delegated to this the Articles of Incorporation, or the Declaration; Association and not reserved to the membership by other provisions of these By-Laws
- 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
- **@** 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:

- cause to be kept a compete record of all its acts and corporate affairs and to present a Class A members who are entitled to vote; special meeting when such statement is requested in writing by one-fourth (1/4) of the statement thereof to the members at the annual meeting of the members, or at any
- ਛ 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:
- advance of each annual assessment period; fix the amount of the annual assessment against each Lot at least thirty (30) days in
- subject thereto at least thirty (30) days in advance of each annual assessment period; and it may in its discretion; send written notice of any change in the amount of the assessment to every Owner
- obligated to pay the same; foreclose the lien against any property for which assessments are not paid within thirty
 days after the due date, or bring an action at law against the Owner personally
- <u>a</u> 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;
- **(P)** procure and maintain adequate liability and hazard insurance on property owned by the Association;
- 3 cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- <u>(Q</u> cause the Common Area and facilities contained therein to be maintained;
- 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. other such officers as the Board may from time to time by resolution create who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and Enumeration of Offices. The officers of this Association shall be a president and vice-president,
- Section 2. Election of Officers. The election of officers shall take planetors following each annual meeting of the members. The election of officers shall take place at the first meeting of the Board of
- Section 3. <u>Term.</u> The officers of this Association strail be elected with any and the removed, or otherwise hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise The officers of this Association shall be elected annually by the Board and each shall
- 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. secretary. Such resignation shall take effect on the date of receipt of such notice or at time specified therein, and unless otherwise specified therein, the acceptance of such <u>Resignation and Removal</u> 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 Roard, the president or the resignation shall not be necessary to make it effective Any officer may resign at any time giving written notice to the Board, the president or the ury. Such resignation shall take effect on the date of receipt of such notice or at any later

Section 6. A vacancy in any office may be filled by appointment by the Board. The officer

Section 7. special offices created pursuant to Section 4 of this Article. 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 appointed to such vacancy shall serve for the remainder of the term of the officer he replaces

The duties of the officers are as follows:

- President The President shall preside at all meetings of the Board of Directors; shall mortgages, deeds and other written instruments and shall sign checks and promissory see that orders and resolutions of the Board are carried out; shall sign all leases notes as the Board of Directors requires.
- 0 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.
- <u>ල</u> Secretary - The Secretary shall record the votes and keep the minutes of all meetings required by the Board. the Association together with their addresses, and shall perform such other duties as Board and of the members; keep appropriate current records showing the members of Association and affix it on all papers requiring said seal; serve notice of meetings of the and proceedings of the Board and of the members; keep the corporate seal of the
- <u>a</u> Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all at its regular annual meeting, and deliver a copy of each to the members budget and a statement of income and expenditures to be presented to the membership public accountant at the completion of each fiscal year, and shall prepare an annual proper books of account; cause an annual audit of the Association books to be made by a Board of Directors; shall sign all checks and promissory notes of the Association; keep monies of the Association and shall disburse such funds as directed by resolutions of the

ARTICLE IX - COMMITTEES

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

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

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 Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Common Area or its facilities or services or abandonment of his Lot. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and

ARTICLE XII - CORPORATE SEAL

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

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

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

Kathyrn 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;

July 16, 1998. 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

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,

8/4/28

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

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

PATIO HOMES; RESTRICTIONS is made this the 20 day of JUNG, 1998, by SARDIS FOREST PATIO HOMES ASSOCIATION and the undersigned OWNERS of Lots at SARDIS FOREST RESTRICTIONS is made this the 30 THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND SARDIS FOREST PATIO HOMES

WITNESSETH:

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

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

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

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

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

controlled by such individual and/or his or her spouse. 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 From and after the date of filing of this Amendment, no Lot shall be acquired by

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

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

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EIFED FOR RECISTRATION 07/16/98 15:37 JUDITH A GIBSON REG OF DEEDS HECK NC BK: 09799 PG: 0849/0899 #:0538 108.00

and the homeowners conduct has been brought into compliance with this Article acquired or leased in violation of this Article. This penalty shall be a lien on the Lot(s) owned 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 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 in violation of this Article and shall continue until the penalties assessed have been paid in full shall be paid at closing of the sale. In the event that the Lot(s) owned in violation of this Article in the multiple listings service of the Charlotte Association of Realtors. In such event, the lien until the Lot(s) owned in violation of this Article are listed for sale and sold at fair market value Association shall again impose a penalty, in the form of additional homeowners dues payable

and effect. Registry, as heretofore supplemented and amended, remain the same and remain in full force 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

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

	/ Secretary	\
President	Dinen a Storake	ly.
By: LLUXC.		
	ATTEST:	>
SARDIS FOREST PATIO HOMES John ASSOCIATION		

(CORPORATE SEAL)

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

said President, acknowledged corporation and that said writing Anthony N. Cicchetti, who be and that Sardis Forest Patio Homes On this the behalf of said corporation in writing is the the 30th day of June, seal affixed to the formandship Expires being) by me duly sworn denocal -. the said writing ьу Association its authority was signed and sealed by him --duly to be the act ROCO him and says that he me

corporation.