

5979 0768

REGISTRATION

V 100

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
WILLOW POND AT LAKE NORMAN

89 MAR -6 PM 12:42

JANE A. POWERS
REGISTERED CLERK OF DEEDS
FAYETTEVILLE, N.C.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this the 3rd day of December, 1988, by CLAH, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on the attached EXHIBIT "A" and desires to create thereon an exclusive residential community of single-family houses to be named WILLOW POND AT LAKE NORMAN; and

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

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

WHEREAS, Declarant has incorporated under North Carolina law WILLOW POND HOMEOWNERS ASSOCIATION as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property described on the aforesaid EXHIBIT "A" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

This document is being re-recorded to correct the inadvertent error in the name of the non-profit corporation in Article I, Section 1.

CLAH, INC.

By:

David P. Dalton
David P. Dalton, President

CLAH, INC. 6525 W. 117th St. DeArmed, Bluffs

5979 0769

ARTICLE I

DEFINITIONS

CLAH, INC.
by P.P.D.

Section 1. "Homeowners Association" shall mean and refer to WILLOW POND AT LAKE NORMAN HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to the Property described on EXHIBIT "A" attached hereto.

Section 4. "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the owners. Common Areas, with respect to the property subject to this Declaration, shall be shown on the maps of WILLOW POND AT LAKE NORMAN recorded or to be recorded in the Mecklenburg Public Registry and designated thereon as "Common Areas," but shall exclude all lots as hereinafter defined and all public streets shown thereon.

Section 5. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to CLAH, INC. and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to CLAH, INC. shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed), but no longer.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A. Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots, or

(2) On December 31, 1992, whichever is earlier.

Section 3. In the event that the Owner of any residence ceases to occupy that residence as his own personal living quarters or in the event that any property within the development is leased for rental purposes to tenants, then, in such event, the vote as expressed by rental tenants, if voted in a block, shall not be entitled to any weight greater than forty-nine (49%) percent on any matter pending before the Homeowners Association.

ARTICLE III

PROPERTY RIGHTS

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

(a) The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties as their principal residence in Mecklenburg County, North Carolina, and to their families, tenants, contract purchasers, and guests, as provided in Section 2 of this Article III.

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

(c) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Homeowners Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each Lot owned within the properties, hereby covenants and

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

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement, or additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners Association, when necessary, and such other needs as may arise.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ per Class A Lot and _____ per Class B. Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessments above established may be increased, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for all Cities over the immediately preceding twelve (12) month period which ended on the previous October 1.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum monthly assessments may be increased without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessments at amounts not in excess of the maximum, but the ratio of the assessment established for each Class A Lot to the assessment established for each Class B Lot shall always be _____ to _____.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both monthly and special assessments must be fixed at a uniform rate for all Lots within each class and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments; Due Dates; Certificate of Payment. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Homeowners Association of the Common Area.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of monthly and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is greater. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Homeowner's Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE VI

USE RESTRICTIONS

Section 1. Land Use. All lots in the tract shall be known and described as residential lots. No lot may be subdivided except with the written recorded permission of CIAH, INC. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars. Each one-story dwelling must have a minimum of 1650 square feet of heated living area. Any accessory structure must be attached to the rear of the residential structure or garage.

Section 2. Building Lines. No building shall be located nearer to the front, rear or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In the event, no setback lines are shown, the minimum front setback shall be 35' and the minimum rear setback shall be 40'. No building, except a detached garage located more than 50' from the front building setback line, shall be located nearer than 10' to any side lot line.

In the event of the unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed 10 percent of the marginal requirements of such building restrictions.

Section 3. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Homeowners Association, or its designated agent or representative.

Section 4. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Homeowners Association.

Section 5. Cloths Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties.

Section 6. Regulations. Reasonable regulations governing the use of the Common Area may be made and amended from time to time by the Board of Directors of the Homeowners Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Homeowners Association upon request.

Section 6A. Boats, Trailers, Campers. No boats, trailers or campers shall be permitted beyond the furthest back corner of any house and shall be effectively screened from view from the street. No boats, trailers or campers shall be allowed on corner lots. No parking of commercial vehicles shall be allowed on any lot or street. All motor vehicles must have current vehicle license plates.

amendments thereto shall be furnished to each Member by the Homeowners Association upon request.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Harmony of Structures. No structure shall be constructed on any lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 10. Easements. A perpetual easement is reserved over the rear 10 feet of each lot for utility installment and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 13. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Fences. No chain link fence shall be erected on any lot, and no fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, except with permission of the Developer.

Section 15. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ³⁵5 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet

from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. DRIVEWAYS. All driveways shall be constructed of concrete and all lots without garages must have a concrete parking apron for two cars.

Section 17. BUFFER. An area 20 feet wide around the entire perimeter of the property described on Exhibit "A", except as may be located within any street or road, and any area designated "Buffer" on any recorded map or maps of the property described on Exhibit "A" shall remain in its natural state to be maintained by the owner(s) of the lot(s) containing such Buffer.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land, and shall be binding on all parties hereto and persons claiming under them, until January 1, 2013, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described terminate.

If the parties hereto, any of them, or their heirs or assigns shall violate any of the covenants or restrictions contained in this Article before January 1, 2013; it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either to prevent them or him so doing or to recover damages or other damages for such violations.

Invalidation of any one of the covenants contained in this Article by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is distinctly understood and agreed that nothing contained in this Article shall be taken and construed as imposing any conditions or restrictions upon any of the remaining land of CIAH, INC. not specifically covered by these restrictions.

ARTICLE VII

EASEMENTS

Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. The Homeowners Association may reserve and grant easements for the installation and maintenance of sewerage, utility, and drainage facilities over the Properties as provided in Article IV, Section 1(c) of this instrument. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant, its successors and assigns, hereby reserves and shall have temporary easements for itself, its agents and employees over all common areas for the purpose of constructing living units and related improvements thereon, including completing development of the properties.

ARTICLE VIII

GENERAL PROVISIONS

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

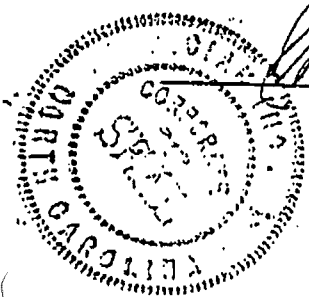
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as any Class B Lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, CIAH, INC., Declarant by virtue of the provisions of Article I, Section 6, of the aforesaid Declaration of Covenants, Conditions, and Restrictions, has caused this instrument to be executed by its President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:



[Signature]
Secretary

CIAH, INC.

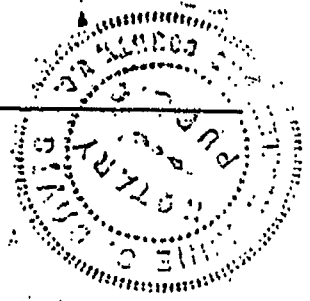
By: [Signature]
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 31st day of December, 1988, personally came before me DAVID R. DALTON, who, being by me duly sworn, says that he is the President of CIAH, INC. and that the seal affixed to the foregoing writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given; and the said President acknowledged the said writing to be the act and deed of said corporation.

Anne S. Davis
Notary Public



My Comm. Expires: NOV. 14, 1993

NGH-7/DEC-WIL

BEING located in Deweese and Lemley Townships, Mecklenburg County, North Carolina, and containing 32.05 acres, described as follows:

BEGINNING at an iron pin, Gochnauer's (Deed Book 4184, Page 690) corner in Blakely's line, and running thence with Blakely's line N 58-39-30 E 171.40 feet to an old iron pin; thence N 58-36-30 E 86.55 feet to an old iron pin; thence N 59-03-39 E 599.95 feet to an old iron pin; thence N 57-36-16 E 517.23 feet to an old iron pin, the southwesterly corner of the property of Martha Smith Croome (Deed Book 5276, Page 4973); thence with the line of Martha Smith Croome N 58-46-19 E 378.53 feet to a point in the 60' right of way shown on map of Twinbrook Subdivision recorded in Map Book 10, Page 51 of the Mecklenburg Public Registry; thence S 05-18-29 W 204.13 feet to an E.I.P. located at the common rear corner of Lots 2 and 3 in Block C of Twinbrook as shown on the aforesaid map; thence with the lines of said Block C of Twinbrook as follows: (1) S 10-23-24 W 70.26 feet; (2) S 18-47-50 W 108.62 feet; (3) S 23-39-09 W 220.09 feet; (4) S 23-33-07 W 70.34 feet; (5) S 09-28-25 W 235.18 feet; and (6) S 20-33-50 W 94.39 feet to an old iron pin, Albert Smith's corner (Deed Book 3510, Page 274); thence with Albert Smith's line, N 74-30-52 W 245.30 feet to an old iron pin; thence S 18-19-42 W 151.20 feet; thence in a southerly direction on a curve to the right having a radius of 204.61 feet, an arc distance of 120.46 feet to a point; thence S 52-03-36 W 61.27 feet; thence in a southerly direction on a curve to the left having a radius of 417.25 feet, an arc distance of 66.54 feet to an old iron pin, Scattergood's corner; thence with Scattergood's line S 50-29-34 E 205.32 feet to an old iron pin; thence with Ray's (Deed Book 4160, Page 271) and Wiggins' (Deed Book 4586, Page 716) lines, S 29-52-53 W 374.81 feet to a new iron pin; thence N 57-49-11 W 27.78 feet to an old iron pin; thence S 31-23-08 W 187.66 feet to an old iron pin; thence S 31-20-47 W 140.13 feet to an old iron pin, southwest corner of Kerns' (Deed Book 4766, Page 304) property; thence S 38-29-30 E 106.98 feet to a new iron pin in Floral Lane Extension; thence S 72-56-09 W 97.47 feet to a new iron pin; thence S 87-38-41 W 115.41 feet to a new iron pin; thence N 86-16-29 W 250.11 feet to a new iron pin; thence N 03-55-44 W 340.44 feet to a new iron pin; thence N 81-49-02 W 102.39 feet to a new iron pin; thence N 08-10-58 E 320.00 feet to a new iron pin; thence S 82-43-07 W 33.93 feet to a new iron pin; thence N 07-57-20 W 462.52 feet to the point of BEGINNING, as shown on the survey of Robert E. Rembert, dated July 8, 1988, revised October 3, 1988.

(ngh6/descr)

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Anne S. Davis

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 6th day of March 19 89.

Anne A. Powers, Register of Deeds

By: [Signature] Deputy