

TO BE  
PICKED UP

P. Hunt

NORTH CAROLINA  
GUILFORD COUNTY

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRANDT VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by Brandt Village Associates, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Center Grove Township, County of Guilford, State of North Carolina, which is more particularly described as:

56961

All of that certain parcel of land shown on the plat entitled Brandt Village, Section One, which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 73, Page 73, which is more particularly described in the attached Exhibit A, which is herein incorporated by reference.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Brandt Village Homeowners Association, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property, together with all improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the First Lot is described as follows:

All that land designated "Common Area" as shown and described on the plat entitled Brandt Village, Section One, which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 73, Page 73.

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

Section 6. "Declarant" shall mean and refer to Brandt Village Associates, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

Section 8. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

## ARTICLE II

### PROPERTY RIGHTS

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

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

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

(c) the right of the Association to grant easements and rights of way, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (including any entity authorized by the appropriate governmental agency to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication

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or transfer shall be effective unless an instrument signed by a majority of the Board of Directors, agreeing to such dedication or transfer, has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area, and specifically including the right to make regulations concerning the use thereof;

(e) the right of the Association 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; and

(f) the right of the Association to grant easements over portions of Common Area for the purpose of eliminating unintentional encroachments of living units or other improvements onto portions of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules and regulations as may be established from time to time by the Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Member(s) shall be (i) Brandt Village Associates, its successor or assigns (hereinafter referred to as "Declarant"), as to Lots once rented or leased by it to single-family occupants, and (ii) all Owners other than the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, specifically including those in any properties annexed to Brandt Village and brought within the jurisdiction of the Brandt Village Homeowners Association

as to which it is not a Class A Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that the Class B membership shall be reinstated if, after such conversion and before the time stated in subparagraph (b) below, additional properties are annexed to Brandt Village and bought within the jurisdiction of the Brandt Village Homeowners Association pursuant to provisions of Article X, Section 4, of the Declaration, containing a sufficient number of Lots to give the Class B Member a total number of votes in excess of the Class A Members; or

(b) on December 31, 1985.

#### 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 for any Lot, by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) to the appropriate governmental taxing authority: (a) a pro rata share of ad valorem taxes levied against the Common Area; and, (b) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months, all as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

##### Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for

the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon the Lots and all walkways crossing any Lot or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise including providing community television antenna system of cable television service is not available and the payment of charges for garbage collection service for the properties.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be seventy dollars (\$70.00) per month, which shall be deemed to be a rate of the maximum annual assessment of eight hundred and forty dollars (\$840.00) per Lot per year.

(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed five percent (5%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit

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by a vote of two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article shall be sent to all Members not less than fifteen (15) 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 percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Annual Assessment. With the exception set forth in this section, Article V and Article VII, both annual and special assessments must be fixed at a uniform rate. The annual assessment for any Lot owned by the Declarant and unoccupied as a residence shall be assessed for both annual and/or special assessments at one-fourth (1/4) or twenty-five percent (25%) of the assessment for lots owned by Owners other than the Declarant, but such twenty-five percent (25%) assessment ratio for a particular Lot owned by the Declarant shall terminate immediately upon the transfer of said Lot from the Declarant to an Owner other than the Declarant or once any Lot owned by the Declarant is leased or rented and thereafter, the full one hundred percent (100%) assessment for such Lot shall apply. The Declarant has considered that the dwellings erected on different Lots to some degree vary in size and external building materials, but that the degree of this difference is not significant and the interest of all Owners in having effective exterior maintenance provided to all Units dictates a uniform assessment rate for all Lots.

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Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence for each Lot conveyed by the Declarant to an Owner on the first day of the first month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after conveyance of such Lot. The annual assessments for Lots owned by Declarant and unoccupied as a residence shall be in an amount established in accordance with the provisions of Article IV, Section 6 and shall commence as to a particular Lot at the time the dwelling situated on that Lot is completed and ready for occupancy.

At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, 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 assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding section. 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 for such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit 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, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after notification of the submission of plans and specifications has been given, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant. As a condition to the granting of approval of any request made under this Article, the Board of Directors or architectural committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Board of Directors or architectural committee. Thereafter, the Owner, and any subsequent Owner of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that any cost of maintenance and repair of such improvement shall be a



part of the annual assessment or charge set forth in Article IV, Section 1, and subject to the lien rights described in said Article IV.

## ARTICLE VI

### PARTY WALLS

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

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

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

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

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

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

## ARTICLE VII

### EXTERIOR MAINTENANCE

Section 1. Types of Maintenance. In addition to mainte-

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nance upon the Common Area, the Association shall provide exterior maintenance upon each Lot, except exterior decks or patios or any part thereof including railings, supports and steps, which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, steps, stoops and other exterior improvements. Such exterior maintenance shall not include glass surfaces or screens for windows or doors. Water used in the maintenance of the grounds will be obtained from spigots located in the outside walls of individual Living Units, and groundskeeping personnel will make every effort to evenly distribute such use among the Living Units. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Section One.

Section 2. Costs Subject to Assessments. In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guest or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotion, aircrafts, the cost of such maintenance, replacement or repairs, unless undertaken and completed by Owner in a reasonable time, shall be added to and become a part of the assessment to which such Lot is subject.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes and temporary use as a sales office and/or model by Declarant, and his assigns. No rooms may be rented except as part of the entire Living Unit, and no transient tenants may be accommodated. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family patio home dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration relating to architectural control.

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Section 2. Dwelling Specifications. No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches, of less than 800 square feet for a one-story dwelling nor a ground area of less than 450 square feet for a dwelling of more than one story.

Section 3. Trees and Shrubs. No trees, shrubs, or other vegetation or ground cover may be planted or maintained on any Lot by the Owner of that Lot unless approved by the Board of Directors of the Association, or by a groundskeeping 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 a request for planting within thirty (30) days after such request for planting within thirty (30) days after such request has been submitted to it, a notification of the submission of a request for planting should be given to the Board, or its designated committee. In the event said Board, or its designated committee, fails to approve or disapprove such a request for planting with thirty (30) days after notification of the submission of a request has been given, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, that the Owner of a Lot may plant flowers or ornamental shrubbery in harmony with the general landscape design of the Properties within four (4) feet of the Living Unit, or any deck or patio appurtenant thereto, constructed on the Lot if the Owner maintains the bed or beds in which such planting occurs. Nothing in this Article shall be construed to prevent the Association or its authorized agents from planting or maintaining any tree, shrub or other vegetation or ground cover on the Lot in furtherance of the general landscape design of the Properties.

Section 4. Alteration and Attachments. No Owner shall make structural alterations or modifications of a Living Unit or of the Common Area, including the erection of antennas, aerials, or awnings, the placement of any reflective or other material in the window (other than draperies, blinds, or ordinary shades), or other exterior attachments, without the written approval of the Board of Directors of the Association. The Board of Directors of the Association shall not approve of any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Properties.

Section 5. Signs. No signs or other advertising devices shall be displayed so as to be visible from the exterior of any Living Unit or be posted in the Common Area, with the exception of a single "For Sale" sign, without the written permission of the Board of Directors of the Association. Provided that nothing herein contained shall prevent the Declarant from erecting signs necessary to the promotion and marketing of units.

Section 6. Animals. No pets other than household pets shall be kept in or on the Properties at any time. No savage or dangerous animal shall be kept. No pets may be raised or bred for sale or maintained for commercial purposes. Further, the Board of Directors of the Association may require the permanent removal of

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any pet causing or creating a nuisance or unreasonable disturbance or noise and such a decision of the Board of Directors of the Association shall be absolute and final. Moreover, the Board of Directors of the Association may promulgate such further rules and regulations concerning pets kept in or on the Property as it deems just and proper. Any cleaning or repair of the Common Area as a result of damage or soiling by a pet shall be the responsibility of the Member who owns that pet, and, upon the failure of that Member to promptly clean or repair such damage, the Board of Directors of the Association is authorized to have such cleaning or repair performed and collect the cost thereof from that Member.

Section 7. Prohibition on Use. The Common Area and that portion of any Lot not occupied by the Living Unit, or any deck or patio appurtenant thereto, constructed on the Lot shall not be used for storage of supplies, personal property, or trash or refuse of any kind, except that trash or refuse may be stored or disposed of in accordance with the rules and regulations adopted by the Association. Neither shall the Common Area or the unoccupied portion of any Lot be used in any way for the drying, shaking or airing of clothing or other fabrics. Steps, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way, nor shall unauthorized persons or pets play therein or thereon or use them for other than their intended purposes. In general, no activity shall be carried on nor any condition maintained by any Owner, upon either a lot or the Common Area, which despoils the appearance of the Properties.

Section 8. Nuisances. No nuisance shall be allowed upon the Properties and no person shall engage in any use, practice or activity upon such Properties which is noxious, offensive or a source of annoyance to any Owner or which interferes with the peaceful possession and proper use of the Properties by an Owner. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, and no fire hazard shall be allowed to exist. No Owner shall permit any use of his Living Unit or make any use of the Common Area which will increase the rate of insurance upon the Properties or cause the insurance to be subject to cancellation.

Section 9. Damages. All damages to any portion of the Common Area caused by an Owner, his family, friends, guests or servants shall be paid for by the Owner.

Section 10. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or dwelling within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural committee.

## ARTICLE IX

### EASEMENTS

Section 1. Utilities. Easements for installation and main-

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tenance of utilities (including cable television service) and drainage facilities are reserved as shown on the recorded plat. In addition, easements for installation and maintenance of utilities servicing individual Living Units will be taken as necessary by the providers of utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the appropriate governmental authority over all Common Areas as may be reasonably necessary for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer and drainage facilities, for affording police protection, and for the fighting of fires and collection of garbage.

Section 2. Unintentional Encroachments. In the event that any improvements on a Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

Section 3. Walkway. Easements for walkways crossing any lot and not located within the Common Area as shown on the recorded plat of the properties are reserved for the Declarant and his assigns and all Owners, their guests and invitees. Within these easements no structures, planting or other material shall be placed or permitted to remain which would interfere with the use thereof.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. The 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 the Declaration. Failure by the 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. Annexation. Additional property may be annexed to the Properties and made subject to this Declaration and the jurisdiction of the Association in accordance with the following procedures:

(a) Except as otherwise provided in subparagraph (b) of this Section 4, annexation of additional property shall require the consent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

(b) If within ten (10) years of the date of incorporation of this Association, the Declarant shall develop additional lands within the area described in the metes and bounds description attached hereto as Exhibit B and incorporated by reference, such additional lands may be annexed to said Properties without the assent of the Class A members. The Declarant shall have the authority to determine the number of acres to be annexed, the size and number of Lots, types and sizes of dwellings erected thereon and other matters incident to the development of such additional land.

(c) As long as there is Class B membership, annexation of additional properties, dedication of Common Area and amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration; provided however, that no such approval shall be required for annexation of

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additional properties or dedication of Common Area provided such properties and Common Area are included within the property described on Exhibit B as such has previously been approved by the said Federal Housing Administration and Veterans Administration in the overall development scheme of Brandt Village.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized representative, this the 28th day of September, 1983.

BRANDT VILLAGE ASSOCIATES

BY: SIEGAL DEVELOPMENT CORPORATION,  
General Partner

BY: Baumhigal  
President

Attest:

Jane W. Farrell  
Asst. Secretary

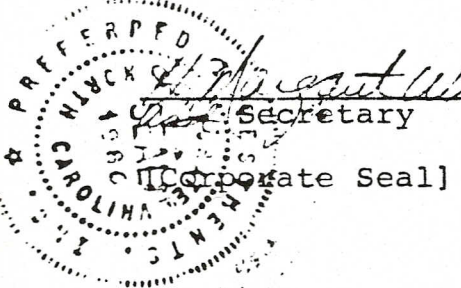


BY: PREFERRED INVESTMENTS, INC.  
General Partner

BY: Danny S. Love  
President

Attest:

Robert W. Williams  
Secretary



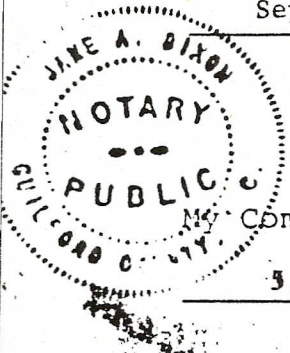
[Corporate Seal]

NORTH CAROLINA

GUILFORD COUNTY

I, Jane A. Dixon, a Notary Public, do hereby certify that Janet W. Farrell <sup>Asst.</sup> personally came before me this day and acknowledged that she is Secretary of Siegal Development Corporation and that, by authority duly given and as the act of the corporation as general partner of Brandt Village Associates, a North Carolina general partnership, the foregoing instrument was signed in its name by its        President, sealed with its corporate seal, and attested by its <sup>Asst.</sup> Secretary.

Witness my hand and official seal, this the 28 day of September, 1983.



Jane A. Dixon  
Notary Public

My Commission Expires:  
5/17/84

555#30#5944 #0002950 DC  
555#30#5944 #0000100 FE

NORTH CAROLINA

GUILFORD COUNTY

I, Kay L. Misenheimer, a Notary Public, do hereby certify that M. Margaret Willett's <sup>Asst.</sup> personally came before me this day and acknowledged that she is Secretary of Preferred Investments, Inc. and that, by authority duly given and as the act of the corporation as general partner of Brandt Village Associates, a North Carolina general partnership, the foregoing instrument was signed in its name by its        President, sealed with its corporate seal, and attested by its <sup>Asst.</sup> Secretary.

Witness my hand and official seal, this the 28<sup>th</sup> day of September, 1983.



Kay L. Misenheimer  
Notary Public

My Commission Expires:  
7/29/1986

RECORDED  
KAY F. PATSEAVOURAS  
REGISTER OF DEEDS  
GUILFORD COUNTY, N.C.

NORTH CAROLINA - GUILFORD  
The foregoing certificate(s) of Jane A. Dixon & Kay L. Misenheimer  
(are) certified to be correct.

SEP 30 1983  
8:13AM @

This Kay F. Patsevouras, Register of Deeds  
Cathiea Summers  
Deputy, Register of Deeds

BK3318 PG0390



EXHIBIT "A"

CENTER GROVE TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA:

BEGINNING at an existing concrete monument located in the eastern margin of the right of way of Lake Brandt Road (S.R. 2347) (60 foot width), from said beginning point along the margin of said right of way a circular curve to the left having an arc distance of 131.97 feet and a chord course and distance of North 36°46'30" East 131.91 feet to an iron pipe; thence continuing along the margin of said right of way North 33°46'00" East 363.02 feet to an iron pipe located in said margin at its intersection with the southern margin of the right of way of Century Road (60 foot width); thence along the southern margin of the right of way of Century Road a circular curve to the left having an arc distance of 148.96 feet and a chord course and distance of South 69°02'10" East 147.71 feet to an iron pipe; thence continuing along the margin of said right of way South 81°56'20" East 129.33 feet to an iron pipe; thence leaving the margin of said right of way South 15°10'25" East 36.91 feet to an iron pipe; thence South 03°02'20" East 150 feet to an iron pipe; thence South 40°28'40" West 158.76 feet to an iron pipe; thence South 78°21'00" East 73.50 feet to an iron pipe; thence South 11°39'00" West 24.99 feet to an iron pipe; thence South 23°33'00" West 155.78 feet to an iron pipe located in the northern line of James Joyner; thence with Joyner North 71°57'06" West 490.10 feet to an iron pipe, the point and place of beginning and containing .346 acres, more or less, according to a plat entitled "Brandt Village, Section One, dated March 18, 1983 and prepared by Trulove Engineers, Inc., which plat is recorded in Plat Book 73, page 73 in the Office of the Register of Deeds of Guilford County, North Carolina.

BK3318 PG0391

EXHIBIT "B"

CENTER GROVE TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA:

BEGINNING at an existing concrete monument located in the eastern margin of the right of way of Lake Brandt Road (S.R. 2347) (60 foot width), from said beginning point along the margin of said right of way a circular curve to the left having an arc distance of 131.97 feet and a chord course and distance of North 36°46'30" East 131.91 feet to an iron pipe; thence continuing along the margin of said right of way North 33°46'00" East 363.02 feet to an iron pipe located in said margin at its intersection with the southern margin of the right of way of Century Road (60 foot width); thence along the southern margin of the right of way of Century Road a circular curve to the left having an arc distance of 148.96 feet and a chord course and distance of South 69°02'10" East 147.71 feet to an iron pipe; thence continuing along the margin of said right of way South 81°56'20" East 129.33 feet to an iron pipe; thence leaving the margin of said right of way with the eastern terminus of said road North 08°04'40" East 45 feet to a iron pipe in the southern margin of Lot 2 of Century Forest Subdivision as per plat thereof recorded in Plat Book 30, page 82 in the Guilford County Registry; thence with the southern line of Lot 2 South 81°54'30" East 192.49 feet to an iron pipe; thence North 03°08'30" East 117.16 feet to an iron pipe located at the southwestern corner of Fortune-Holderness Properties; thence with the southern line of Fortune-Holderness South 86°45'50" East 186.70 feet to an iron pipe; thence continuing with the line of Fortune-Holderness North 00°12'30" East 98.92 feet to an iron pipe located in the southern line of Ann Pettway Neese; thence with the southern line of Neese South 89°42'00" East 305.02 feet to an existing concrete monument; thence continuing with the southern line of Neese South 89°24'20" East 273.75 feet to an iron pipe located in the western line of Lot 14, Section One of Coldspring Subdivision as per plat thereof recorded in Plat Book 43, page 17 in the Guilford County Registry; thence with the western line of Lots 14 and 15 South 00°24'30" West 228.42 feet to an iron pipe located in the line of DeWitt Murray; thence with the line of Murray North 88°41'44" West 275.41 feet to an iron pipe; thence continuing with the line of Murray and Sunstates Corporation (formerly, Kenyon Investment Corporation) South 00°49'18" West 643.11 feet to an existing concrete monument; thence continuing with the line of Sunstates North 88°46'30" West 297.03 feet to an existing concrete monument; thence with the northern line of James Joyner North 71°55'40" West 180.30 feet to an iron pipe; thence continuing with the northern line of Joyner North 71°55'40" West 200.10 feet to an iron pipe; thence continuing with the northern line of Joyner North 71°57'06" West 600.32 feet to the point and place of beginning and containing 17.852 acres, more or less, according to a map of survey entitled "Brandt Village" prepared by Trulove Engineers, Inc., dated February 21, 1983.

BK3318 PG0392

HOLLEMAN  
PICK-UP

DRAWN BY: L. Worth Holleman, Jr., Attorney at Law  
Tuggle Duggins Meschan & Elrod, P.A.

NORTH CAROLINA  
GUILFORD COUNTY

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
BRANDT VILLAGE

THIS AMENDMENT, made on the date hereinafter set forth by the owners of Brandt Village, Section One, hereinafter referred to as "Owners".

W I T N E S S E T H:

83223

WHEREAS, Owners are the record owners of fee simple title to certain lots of Brandt Village, Section One, as per plat thereof recorded in Plat Book 73, Page 73 in the Office of the Register of Deeds of Guilford County, North Carolina.

WHEREAS, Brandt Village Associates as Declarant, caused that certain Declaration of Covenants, Conditions and Restrictions for Brandt Village to be duly recorded in Book 3318, Page 0375 in the Office of the Register of Deeds of Guilford County, North Carolina on September 30, 1983 hereinafter referred to as the "Declaration", covering all lots of Brandt Village, Section One.

WHEREAS, the Declaration provides that it may be amended pursuant to Article X, Section 3 thereof by execution of an instrument of amendment signed by not less than ninety percent (90%) of the Owners thereof.

WHEREAS, amendments to the Declaration have been proposed and duly approved, as evidenced by the execution hereof of not less than ninety percent (90%) of the Owners of all lots in Brandt Village, Section One.

NOW, THEREFORE, Owners hereby amend the Declaration as hereinafter set forth.

AMENDMENTS TO ARTICLE II

Paragraph (c) of Section 1 is hereby deleted. The following is hereby added as Paragraph (c) of Section 1.

555 31 3230 200023.50  
555 31 3230 200001.03

(c) the right of the Association to grant easements and rights of way, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (including any entity authorized by the appropriate governmental agency to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded;

Paragraph (f) of Section 1 is hereby deleted. The following is hereby added as Subparagraph (f) of Section 1.

(f) the right of the Association to grant easements over portions of Common Area for the purpose of eliminating unintentional encroachments of living units or other improvements onto portions of the Common Area. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

Except as hereinabove amended, all the covenants, conditions and restrictions set forth in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Owners, have caused this instrument to be executed this the 8th day of March, 1984.

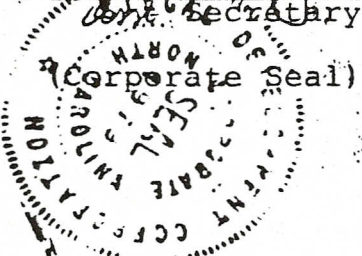
OWNERS:

BRANDT VILLAGE ASSOCIATES  
(OWNER, LOTS 1, 3, 10, 15, 17 and 19)

BY: SIEGAL DEVELOPMENT CORPORATION,  
General Partner

BY: *Barry Siegal*  
President

Attest:  
*Joseph W. McCain*  
Secretary

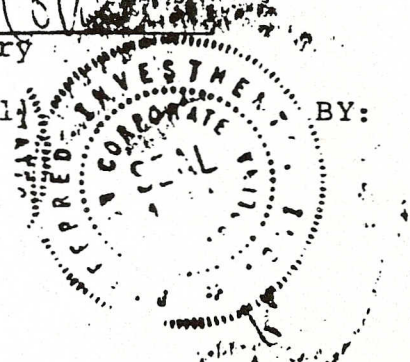


BY: PREFERRED INVESTMENTS, INC.,  
GENERAL PARTNER

BY: *Joseph W. McCain*  
Vice President

Attest:  
*Carmel P. Colwell*  
Asst. Secretary

(Corporate Seal)



BY: *William Keith McCain* (SEAL)  
WILLIAM KEITH MCCAIN  
(Owner, Lot 2)

Y: *Opal S. McIntyre* (SEAL) BY: *Danny Dale Hunt* (SEAL)  
OPAL S. MCINTYRE  
(Owner, Lot 4) DANNY DALE HUNT  
(Owner, Lot 11)

Y: *J. Richard Grove* (SEAL) BY: *Carl McDonald* (SEAL)  
J. RICHARD GROVE  
(Owner, Lot 6) CARL T. McDONALD  
(Owner, Lot 14)

Y: *Carolyn L. Grove* (SEAL) BY: *Rosemary A. McDonald* (SEAL)  
CAROLYN L. GROVE  
(Owner, Lot 6) ROSEMARY A. McDONALD  
(Owner, Lot 14)

Y: *Martin Gershon Taylor* (SEAL) BY: *David A. Hays* (SEAL)  
MARTIN GERSHON TAYLOR  
(Owner, Lot 7) DAVID A. HAYS  
(Owner, Lot 5)

Y: *Elizabeth C. Hays* (SEAL) BY: *Elizabeth C. Hays* (SEAL)  
ELIZABETH C. HAYS  
(Owner, Lot 5) ELIZABETH C. HAYS  
(Owner, Lot 5)

Y: *James S. Scherer* (SEAL) BY: *Nancy Jones* (SEAL)  
JAMES S. SCHERER  
(Owner, Lot 8) NANCY JONES  
(Owner, Lot 21)

Y: *James B. Brown* (SEAL)  
JAMES B. BROWN  
(Owner, Lot 9)

Y: *Lisa W. Brown* (SEAL)  
LISA W. BROWN  
(Owner, Lot 9)

Y: *Josephessa, Jr* (SEAL)  
JOSEPHESSA, Jr  
(Owner, Lot 13)

: [Signature] (SEAL)  
Susan K. Hollander  
(Owner, Lot 12)

BY: Jan M. Shepherd (SEAL)  
Jan M. Shepherd  
(Owner, Lot 18)

: [Signature] (SEAL)  
Patricia J. Frele  
(Owner, Lot 1)

BY: [Signature] (SEAL)  
Anna C. Shepherd  
(Owner, Lot 18)

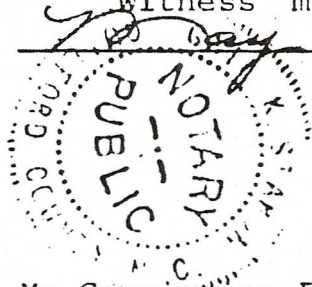
: [Signature] (SEAL)  
Donald J. Vespia  
(Owner, Lot 20)

BY: Juanita G. de Roos (SEAL)  
Juanita G. de Roos  
(Owner, Lot 16)

NORTH CAROLINA  
GUILFORD COUNTY

I, Doris L. Staron, a Notary Public, do hereby certify that Just W. Farrell personally came before me this day and acknowledged that she is Asst. secretary of Siegal Development Corporation and that, by authority duly given and as the act of the corporation as general partner of Brandt Village Associates, a North Carolina general partnership, the foregoing instrument was signed in its name by its Asst. President, sealed with its corporate seal, and attested by its Asst. Secretary.

Witness my hand and official seal, this the 22nd day of May, 1984.



Doris L. Staron  
Notary Public

My Commission Expires:  
July 23, 1986

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NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public do hereby certify that Carol P. Colby personally came before me this day and acknowledged that she is Secretary of Preferred Investments, Inc. and that, by authority duly given and as the act of the corporation as general partner of Brandt Village Associates, a North Carolina general partnership, the foregoing instrument was signed in its name by its vice President, sealed with its corporate seal, and attested by its Asst. Secretary.

Witness my hand and official seal, this the 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public

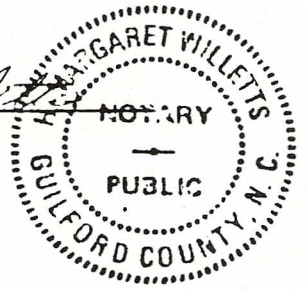
My Commission Expires:  
1-31-87

NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that William Keith McCain personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:  
1-31-87

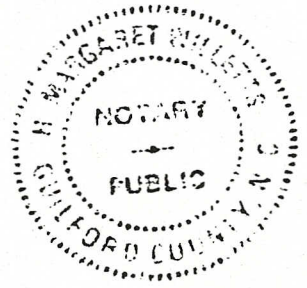
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NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Opal S. McIntyre personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29th day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:  
1-31-87

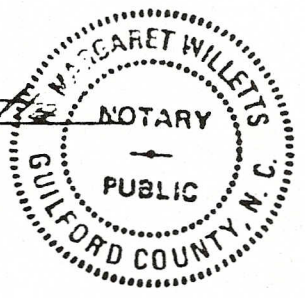


NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willets, a Notary Public, do hereby certify that J. Richard Grove personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willets  
Notary Public



My Commission Expires:  
1-31-87

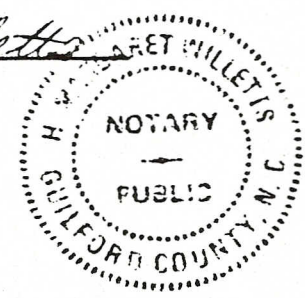
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NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willets, a Notary Public, do hereby certify that Carolyn L. Grove personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willets  
Notary Public



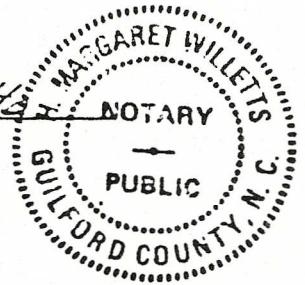
My Commission Expires:  
1-31-87

NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Martin Gershon Taylor personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:  
1-31-87

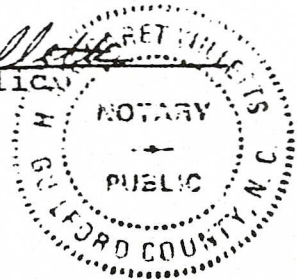
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NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that James S. Scherer personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



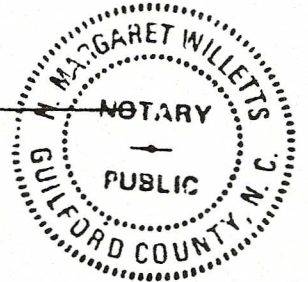
My Commission Expires:  
1-31-87

NORTH CAROLINA  
GUILFORD COUNTY

I, N. Margaret Willetts, a Notary Public, do hereby certify that James B. Brown personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

N. Margaret Willetts  
Notary Public



My Commission Expires:

1-31-87

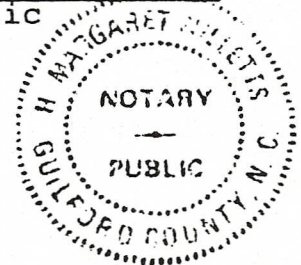
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NORTH CAROLINA  
GUILFORD COUNTY

I, N. Margaret Willetts, a Notary Public, do hereby certify that Lisa W. Brown personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

N. Margaret Willetts  
Notary Public



My Commission Expires:

1-31-87

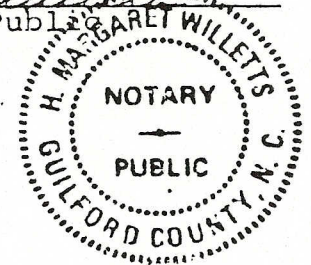
NORTH CAROLINA

WILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that David A. Hays and wife, Elizabeth C. Hays personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:

1-31-87

\*\*\*\*\*

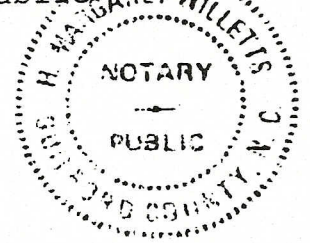
NORTH CAROLINA

WILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Nancy W. Jones personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:

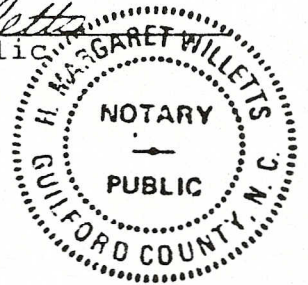
1-31-87

NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Susan K. Hollander personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:  
1-31-87

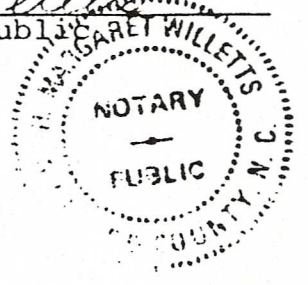
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NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Patricia J. Frele personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



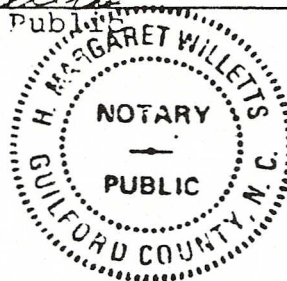
My Commission Expires:  
1-31-87

NORTH CAROLINA  
GUILFORD COUNTY

I, H. Margaret Willetts, a Notary Public, do hereby certify that Donald J. Vesbia personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:

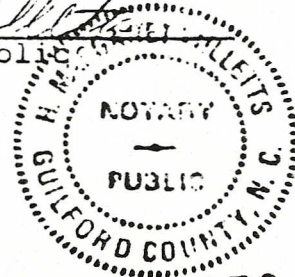
1-31-87

GUILFORD COUNTY  
NORTH CAROLINA

I, H. Margaret Willetts, Notary Public, do hereby certify that Jan M. Shepherd and wife, Anna C. Shepherd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of May, 1984.

H. Margaret Willetts  
Notary Public



My Commission Expires:

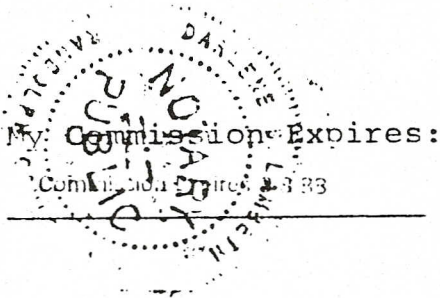
1-31-87

NORTH CAROLINA  
RANDOLPH COUNTY

I, Harlow B. Samuels, Notary Public, do hereby certify that JUANITA G. DE ROOS personally appeared before me and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 6th day of April, 1984.

Harlow B. Samuels  
Notary Public



NORTH CAROLINA  
GUILFORD COUNTY  
Randolph

I, Harlow B. Samuels, a Notary Public, do hereby certify that Joseph Essa, Jr., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of March, 1984.

Harlow B. Samuels  
Notary Public



NORTH CAROLINA

RANDOLPH COUNTY

I, Shelene B. Samlton, a Notary Public, do hereby certify that Danny Dale Hunt personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 30 day of March, 1984.

Shelene B. Samlton  
Notary Public

My Commission Expires:

3/31/88  
Commission Expires 3 8 88





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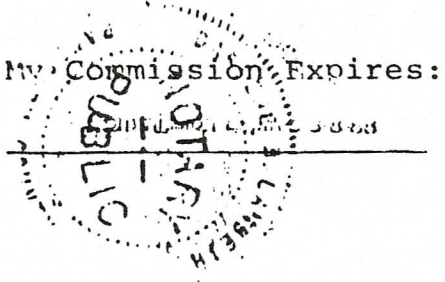
NORTH CAROLINA

RANDOLPH COUNTY

I, Marlene B Lambeth, a Notary Public, do hereby certify that Con T. McDonald and wife, Rosemary A. McDonald personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 30 day of March, 1984.

Marlene B Lambeth  
Notary Public



My Commission Expires: \_\_\_\_\_

RECORDED  
KAY F. PATSEAVOURAS  
REGISTER OF DEEDS  
GUILFORD COUNTY, N.C.

MAY 31 11 40 AM '84

14

BK3377 PGO168

NORTH CAROLINA, GUILFORD COUNTY

The foregoing (or annexed) certificate (s) of Gail K Staron, H. Margaret Willetts  
Marlene B Lambeth

~~a~~ Notary (Notaries) Public ~~is~~ (are) certified to be correct. This            day of MAY 31 1984 19          

KAY F. PATSEAVOURAS, REGISTER OF DEEDS

Patricia Puckett