

DRAWN BY AND MAIL TO
BRADLEY, GITHNEY, TURNER & CO
900 CAMERON BROWN BLDG.
301 S. McDOWELL ST.
CHARLOTTE, NC 28204

STATE OF NORTH CAROLINA
COUNTY OF UNION
RECORDED
and
VERIFIED
JTM

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
GREYLYN

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made and entered into this 12th day of June, 1986, by Brandywine Properties, Inc., a North Carolina corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of a tract of land located on Forest Lawn Drive, in Union County, North Carolina, said tract being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is the desire of the Declarant to provide for a uniform scheme of development on the Properties, and to impose certain restrictions and conditions on the use and occupancy of the Properties for the protection of the properties and the future owners thereof; and

WHEREAS, the Declarant has set aside certain property as common area for the exclusive use and benefit of all of the owners and residents of the lots located within the Properties; and

WHEREAS, the Declarant has deemed it advisable to create an organization to repair, maintain and manage the common area and to perform services in connection with the Properties and to enforce the covenants, conditions and restrictions set forth herein, and is causing to be incorporated under the laws of the State of North Carolina, a non-profit corporation named Greylyn Homeowners Association, Inc. for the purposes of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant, by this Declaration, does hereby declare that all of the property described in Article I hereof, 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 shall be binding on all parties having any right, title or interest in the property described in Article I or any part thereof and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to the

provisions of this Declaration, is located in Union County, North Carolina, and is more particularly described as follows:

A tract of land containing approximately 54 acres which is described by metes and bounds on the attached Exhibit A and is shown on plats of Greylyn, Sections I and II which plats are recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, file numbers 240B and 268A.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Greylyn Homeowners Association, Inc.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 the property described in Article I.

Section 4. "Common Area" shall be that portion of the Properties shown on the plat of Greylyn, Section II, prepared by Carroll L. Rushing entitled "Common area to be owned by Homeowners Association," which plat is duly recorded in the Union County Public Registry in Plat Cabinet B, File no. 268A.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties, and bearing lot numbers with the exception of any dedicated street or right-of-way shown on any recorded map.

Section 6. "Declarant" shall mean and refer to Brandywine Properties, Inc., its successors or assigns.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot 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. Voting Rights. The Association shall have two classes of voting membership:

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

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1990.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Rights In The Common Area. The Association and every owner shall have an easement and right-of-way for ingress, egress and regress to the Common Area for the purpose of maintaining, repairing, landscaping or otherwise improving any portion of the Common Area and for the use and enjoyment of said Common Area for recreational purposes only, provided that any use and enjoyment of the Common Area, or ingress, egress and regress thereto shall be subject to the reasonable regulations promulgated by the Association. Provided that the rights enjoyed hereunder shall not interfere with the right of any Lot owner to ingress, egress or regress to a Lot from a public right-of-way. The rights herein contained shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each owner's right and easement of enjoyment in and to the Common Area shall be subject to the following provisions:

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

(b) The right of the Association to suspend the voting right and right to use of the recreational facilities by an owner for any period during which any assessment against said owner's

Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

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

Section 2. Title to Common Area. Title to the Common Area shall be vested in Greylyn Homeowners Association, Inc.

Section 3. Obligations of the Association and Owners. With regard to the Common Area, in addition to any other obligations herein contained, the Association and the Owners shall have the obligation to maintain adequate liability insurance coverage therefor for the protection of the Association and lot owners, and the Association shall have the obligation to maintain, repair, landscape and otherwise improve the Common Area and keep it in a neat and orderly fashion, in accordance with good property management standards, so that the condition of the Common Area shall benefit and improve the character and appearance of the Properties.

Section 4. Delegation of Rights and Obligations. The Association and any Owner shall have the right to delegate any of its rights and obligations regarding the Common Area to any agent or family member, but such delegation shall not relieve the Association or the Owner of its obligations as set forth herein. Nothing herein contained shall be deemed to allow a lot owner to sell or convey his interest in the Common Area, except as the same may be done in conjunction with the sale of the lot.

ARTICLE V

COVENANTS 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the assessments to be established and collected as hereinafter provided. Any such assessment or charge, 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 or corporate obligation of the

person(s), firm(s) or corporation(s) owning such property at the time the assessment fell due. Delinquent assessments shall not pass to his successors unless expressly assume by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to enhance the appearance, increase the value and preserve the quality of all lots within the Properties, and in particular, for the improvement and maintenance of Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1, 1990, the maximum annual assessment shall be \$60.00 per lot.

(a) From and after January 1, 1990, the maximum annual assessment may be increased, effective January 1 of each year, without the vote of the membership, but subject to the limitation that the percentage of 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 the twelve (12) month period ending the preceding January 1.

(b) From January 1, 1991, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds of the votes appurtenant to each lot, cast in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article V.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all lots. The annual assessments shall be payable in advance annually. The date for payment of the special assessment shall be set by the Association.

Section 6. 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 Sections 3 or 4

shall be sent to all Members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes appurtenant to each lot 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, but adequate notice of the new quorum requirements shall be given each Member. No such subsequent meeting shall be held less than thirty (30) days nor more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. The annual assessments provided for herein shall commence as to all lots on the first day of January, 1987. From and after January 1, 1987, at least thirty (30) days before September 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot for the next year and at least fifteen (15) days before September 1 of each year the Board shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments 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 ten percent (10%) per annum. In addition, all assessments not paid by the due date shall be subject to a late charge of Fifteen Dollars (\$15.00). The Association may bring an action of 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 for 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, or first deed of trust. 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 first mortgage or first deeds of trust.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, lamppost, streetside mailbox, driveway, walkway or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change, or alteration therein, including any substantial change in the exterior color of any structure be made until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or any committee appointed by the Board. The Board or committee shall review the plans and specifications to assure that the exterior design and appearance and the location of the structure are in harmony with and aesthetically compatible with the surrounding structures and topography of the land. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and the Owner submitting such plan shall be conclusively deemed to have complied with the provisions of this Article VI. Nothing herein contained shall be construed or interpreted to permit interference with development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE VII

GENERAL MAINTENANCE

Section 1. Association's Responsibility. The Association shall be responsible for improving, maintaining, repairing, cleaning and operating the Common Area including applicable parking areas, recreational facilities, utilities and other property owned by the Association for the benefit of its Members. It may care for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association for the general benefit of its Members. To carry out these responsibilities the Association may hire such persons and pay such expenses and costs as it deems necessary and desirable.

Section 2. Easement. The agents or employees of the Association are authorized to enter upon any Lot or property in the subdivision at reasonable times, without damage to the Lots or property, for the purpose of carrying out any of its responsibilities.

Section 3. Owners' Responsibilities. Owners of Lots shall be responsible for providing exterior maintenance upon their residences, including staining and/or painting of the exterior of their residence, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, decks, and all other exterior improvements. The owner shall also maintain all enclosed portions of his Lot including fences, trees, shrubs, flowers, grass and other improvements in the fenced, walled or enclosed portions.

Section 4. Rights of Association. If, in the opinion of a majority of the Board of Directors of the Association any Owner fails to properly maintain his residence or yard in a neat and orderly manner, or any part thereof, the Association shall have the right but not the duty to perform maintenance that the Board of Directors deems necessary and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

RESTRICTIONS

Section 1. Residential Use of Property. All lots in the tract shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars and other outbuildings incidental to residential use of this land. Provided that this restriction shall not prevent the Declarant from maintaining a sales office, construction office and facilities or model homes on the Properties during the period of development of the Properties. Provided, further, that Declarant reserves the exclusive right to construct a roadway over any tract of land owned by it within the Properties in order to grant access to owners of any adjacent property, and in such case, the remainder of any such tract of land not used for roadway purposes shall remain subject to this Declaration.

Section 2. Building Setbacks. No residential building shall be located on any residential lot nearer to any street line or any

adjoining property line than the building setback lines shown on the recorded map.

Section 3. Lot Area and Width. Lot areas and widths shall be as shown on the recorded plat. No lot may be subdivided by sale or otherwise. However, more than one lot may be combined to form one single building lot, and in such event, the restrictions herein shall apply to such lots as combined. Provided, Declarant, its successors and assigns, reserves the right to subdivide any tract which it owns. Upon combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side and front lines of such tract as combined or subdivided.

Section 4. New Residential Buildings, Temporary Structures and Off-Street Parking. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a tract and remodeling or converting the same into a dwelling unit. No structure placed on any Lot shall have an exterior of either block or cement block. Any dwelling constructed on a Lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, which written consent Declarant, its successors or assigns agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract. No metal storage buildings will be allowed on any tract. No tent, shack, trailer, bus, camper or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any Lot or parked on the street or road adjacent thereto.

Section 5. Nuisances. No noxious, offensive or illegal activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units. The provisions of this paragraph shall not apply to lots upon which houses are under construction.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling

except that dogs, cats, or other household pets may be kept or maintained, provided they are not kept or maintained for commercial purposes.

Section 7. Dwelling Size. Any single-family dwelling, one story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than two-thousand two-hundred (2,200) square feet. Any one and one-half story buildings or tri-level or split-level type dwelling erected or maintained on any of the lots, shall have an enclosed, heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than two-thousand four-hundred (2,400) square feet. Any two-story dwelling erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than two-thousand six-hundred (2,600) square feet. Any multi-level or multi-story dwelling erected or maintained on any of said tracts, shall have an enclosed heated area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than one-thousand two-hundred (1,200) square feet at ground level. Garages or carports must be attached to said residences, may be constructed only on the side or rear of said residences and shall have only a rear or side car entrance, said carports must be constructed in substantial conformity with the construction of the residence.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than three square feet advertising the property for sale or rent, except signs used by the Declarant and any builder to advertise the property during the construction and sales period. An entrance sign identifying the subdivision is permitted under this Paragraph if it conforms to applicable zoning requirements.

Section 9. Fences. No fence or wall shall be maintained or permitted on any tract between the front of the house and the street line. No chain link or fences of metal construction shall be permitted on any lot and the design, location and construction of all fences shall be approved in accordance with the provisions of Article VI hereof.

Section 10. Driveways. All driveways and driveway pipes shall be installed in accordance with those standards established by the North Carolina Department of Transportation.

Section 11. Water Levels. No Lot or any portion thereof may at any time be altered in a manner which would affect the elevation of the water level in any pond located on the Property, without the express written permission of Declarant.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. In addition, easements twenty (20) feet in width along and in addition to Forest Lawn Drive road right-of-way and easements twenty (20) feet in width along the exterior subdivision boundary lot lines ten (10) feet in width along the interior lot lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions.

Section 13. Unintentional Violations. In the event of the unintentional violation of any of the building line restrictions herein set forth, the 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 ten percent (10%) of the marginal requirements or such building restrictions.

Section 14. Attractive Premises. Garbage containers, trash cans, wood piles, dog houses, pet yards or cages, and clothes drying areas must be so located that they will not be visible from the front street. The yards of each Lot shall be maintained so as to be neat and clean at all times.

Section 15. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association. In addition to such regulations of the use of the Common Area as may be adopted by the Association, motorized vehicles are specifically prohibited from being operated in the Common Area.

Section 16. Access to Lot. The Association, its agents or employees shall have access to all Lots from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Area. The Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area.

Section 17. Satellite Dishes or Antennas. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than customary antennae which shall not

extend more than ten (10) feet above the top roof line ridge of the house and shall be located on the rear side of the house. In no event shall free-standing transmission or receiving towers or discs or dishes be permitted on any lot unless they are constructed in such a manner as not to be visible from the street. In no event shall free-standing transmission or receiving towers or discs or dishes be permitted in the front yard of any lot. In addition to the above restrictions, the design and construction of any radio or television transmission or reception tower, antennae or disc shall be approved in accordance with the provisions of Article VI hereof.

Section 18. 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 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 Association upon request.

Section 18. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Association. Grading shall be maintained at all times so as to conduct irrigation and surface water away from the buildings and so as to protect foundations and footings from excess moisture.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, an Owner or any other person, firm or corporation owning any interest in the Properties 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 to enforce any covenants or restrictions 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 way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Effective Period and Amendment. The covenants, conditions 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 the Owners of at least ninety percent (90%) of the lots, and thereafter by an instrument signed by the Owners of at least seventy-five percent (75%) of the lots. Any amendment must be recorded in the Office of the Union County Public Registry. Notwithstanding anything to the contrary contained herein, the Declarant, in its sole discretion and without the consent of any Owner, Member or the Association shall have the right to amend this Declaration by deleting in whole or in part any portion of Articles II, III, IV and V, provided that such amendment is made no later than December 31, 1986.

Section 4. FHA/VA Approval. As long as the Declarant owns a lot, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of additional Common Area, and amendment of this Declaration.

Section 5. Headings. Article and section headings are inserted for reference convenience and are not to be construed as substantive parts of the paragraphs to which they refer.

Section 6. Dedication of Streets. Declarant hereby dedicates and establishes the streets shown on the plats of Greylyn, Sections I and II as described in Article I hereof for the use and benefit of any and all persons, firms or corporations acquiring any of the property shown on said maps and for the use and benefit of the general public for street or road purposes.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed to be effective the day and year first above written.

DECLARANT

BRANDYWINE PROPERTIES, INC.

BY: William L. Bryant
William L. Bryant, President

ATTEST:

Deborah Knight
Secretary

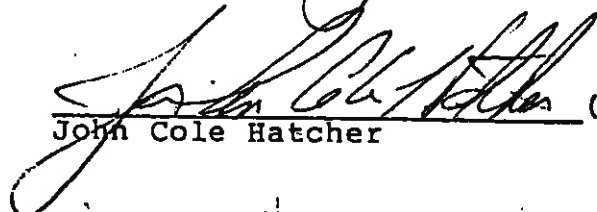
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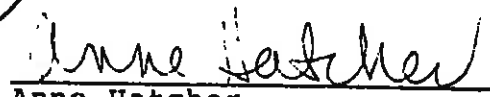
CONSENT OF MORTGAGEE

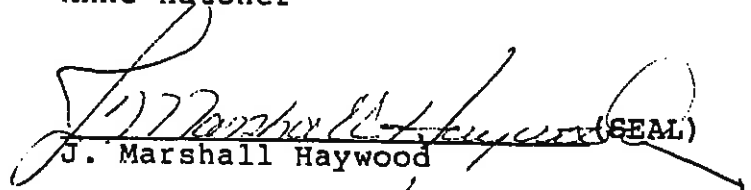
For value received, H. Morrison Johnston, Trustee and John Cole Hatcher and wife, Anne Hatcher and J. Marshall Haywood and Leslie W. Haywood, beneficiaries in that certain Deed of Trust from Brandywine Properties, Inc. dated June 21, 1985, and recorded in Book A371, Page 300 in the Office of the Register of Deeds for Union County, North Carolina, do hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the purpose of subordinating the lien and operation of said Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions, reserving, however, all of the rights, title and interest in said Deed of Trust, except as to this subordination.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this 12th day of June, 1986.

 (SEAL)
H. Morrison Johnston, Trustee

 (SEAL)
John Cole Hatcher

 (SEAL)
Anne Hatcher

 (SEAL)
J. Marshall Haywood

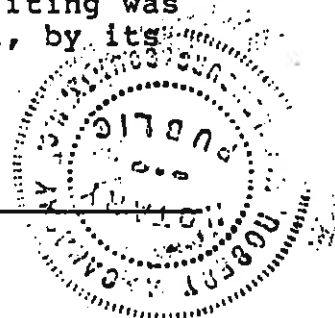
 (SEAL)
Leslie W. Haywood

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 12 day of June, 1986, personally came before me William L. Bryant, who, being by me duly sworn, says that he is the President of Brandywine Properties, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given.

Robert A. Canaday
Notary Public



My commission expires: 7-21-90

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Standa A. Thomas, a Notary Public for said County and State do hereby certify that H. Morrison Johnston, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12th day of June, 1986.



Standa A. Thomas
Notary Public

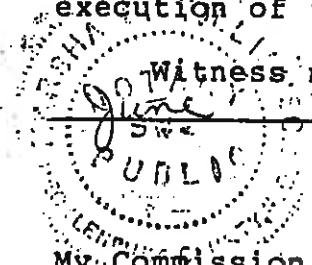
My Commission Expires: 8/30/87

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Marsha B. Williamson, a Notary Public for said County and State do hereby certify that John Cole Hatcher personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12 day of June, 1986.



Marsha B. Williamson
Notary Public

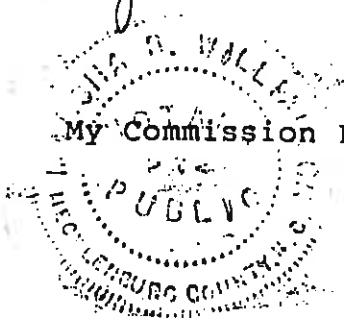
My Commission Expires: 11-18-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Marsha B. Williamson, a Notary Public for said County and State do hereby certify that Anne Hatcher personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12 day of June, 1986.



Marsha B. Williamson
Notary Public

My Commission Expires: 11-18-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Marsha B. Williamson, a Notary Public for said County and State do hereby certify that J. Marshall Haywood personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12 day of June, 1986.

Marsha B. Williamson
Notary Public

My Commission Expires: 11-18-86

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Marsha B. Williamson, a Notary Public for said County and State do hereby certify that Leslie Haywood personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12 day of June, 1986.

Marsha B. Williamson
Notary Public

My Commission Expires: 11-18-86



STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificates of Marsha B. Williamson, Robert A. Conley
and Wade W. Thomas

Notary (Notaries) Public of Meck. County, State of NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 406 Page 551, this the 19 day of June, 1986 at 4:46 o'clock P.M.

Mary B. Carriker-Register of Deeds By: James J. Meane Deputy

-----BEING a tract of land containing 54.377 acres, the same being located in Vance Township, Union County, North Carolina and bounded, now or formerly, by natural boundaries and/or lands owned by and/or in the possession of persons as follows: North by lands of E. M. Renfrow; Northeast by Rain Forest Subdivision; East by a creek and certain land retained by and owned by John Cole Hatcher and J. Marshall Haywood; South by Wilma M. Pressley; Southwest by Forest Lawn Drive (formerly Potter Road, S. R. 1358); and on the West by several small tracts belonging to Frank O. Winchester, Hugh H. Moore, Olin W. Moore, and Peggy M. Autry; said tract being described according to map of boundary survey dated June 13, 1985, by Carroll L. Rushing, R. L. S., and more particularly described as follows: BEGINNING at a set nail in the center line of Forest Lawn Drive, which nail is indicated by a concrete monument found at 25.68 feet in the following line, a common corner with the Frank O. Winchester tract (Deed Book 313, pg. 402), and running thence with Winchester's southeast line, N. 44 deg. 51 min. 44 sec. E. (passing a concrete monument found at 25.68 feet as heretofore identified) 757.55 feet to a concrete monument found, Winchester's easternmost corner; thence with the lines of Winchester, Hugh H. Moore, Olin W. Moore, and Peggy M. Autry, in northwesterly direction, N. 40 deg. 22 min. 06 sec. W. 760.82 feet to a found concrete monument, common corner of the E. M. Renfrow property (Deed Book 84, pg. 259); thence with three (3) of Renfrow's lines as follows: 1st., N. 73 deg. 45 min. 05 sec. E. 283.98

feet to a found concrete monument; 2nd., S. 75 deg. 16 min. 02 sec. E. 1102.25 feet to a found concrete monument; and 3rd., N. 31 deg. 22 min. 47 sec. E. 163.94 feet to a found concrete monument on Renfrow's line, common corner with Rain Forest Subdivision property; thence with Rain Forest Subdivision property, S. 63 deg. 59 min. 41 sec. E. 382.30 feet to a point in the center line of a creek, a new corner and being indicated by an iron set twenty (20') feet from the center line of the creek and back down the line; thence with the center line of the creek and with the boundary of property of J. C. Hatcher and J. M. Haywood (property retained by them and not conveyed) twenty-six (26) calls as follows: 1st., S. 37 deg. 45 min. 00 sec. W. 53.35 feet; 2nd., S. 27 deg. 05 min. 43 sec. E. 43.22 feet; 3rd., S. 48 deg. 28 min. 47 sec. W. 49.17 feet; 4th., S. 24 deg. 52 min. 39 sec. W. 141.30 feet; 5th., S. 12 deg. 17 min. 33 sec. E. 46.07 feet; 6th., S. 9 deg. 38 min. 16 sec. W. 32.87 feet; 7th., S. 28 deg. 39 min. 17 sec. E. 56.96 feet; 8th., S. 7 deg. 20 min. 26 sec. W. 133.17 feet; 9th., S. 40 deg. 03 min. 59 sec. W. 29.64 feet; 10th., S. 11 deg. 43 min. 11 sec. W. 34.57 feet; 11th., S. 30 deg. 02 min. 32 sec. E. 29.24 feet; 12th., S. 20 deg. 54 min. 30 sec. E. 54.23 feet; 13th., S. 52 deg. 43 min. 46 sec. W. 12.86 feet; 14th., S. 5 deg. 48 min. 23 sec. W. 102.44 feet; 15th., S. 28 deg. 52 min. 19 sec. E. 37.84 feet; 16th., S. 43 deg. 17 min. 45 sec. W. 27.76 feet; 17th., S. 1 deg. 49 min. 56 sec. W. 11.82 feet; 18th., S. 5 deg. 49 min. 47 sec. E. 20.78 feet; 19th., S. 44 deg. 47 min. 57 sec. E. 27.79 feet; 20th., S. 7 deg. 42 min. 39 sec. W. 72.27 feet; 21st., S. 55 deg. 32 min. 33 sec. E. 18.00 feet; 22nd., S. 5 deg. 09 min. 09 sec. E. 32.84 feet; 23rd., S. 17 deg. 15 min. 42 sec. W. 64.30 feet; 24th., S. 11 deg. 56 min. 02 sec. E. 72.95 feet; 25th., S. 40 deg. 10 min. 10 sec. W. 35.98 feet; and 26th., S. 18 deg. 19 min. 05 sec. W. 10.97 feet to a point in the center line of the creek and being indicated by a set iron at 20.0 feet in the following line; thence with line of the Wilma M. Pressley property (Deed Book 108, pg. 323), S. 64 deg. 09 min. 49 sec. W. (passing the iron at 20 feet as heretofore mentioned) 1327.98 feet to a set nail in the center line of Forest Lawn Drive (passing a found concrete monument located 17.20 feet from center line of the road and back down the line), common corner with said Pressley property; thence with the center line of Forest Lawn Drive, four (4) calls as follows: 1st., N. 30 deg. 48 min. 57 sec. W. 381.78 feet to a nail; 2nd., N. 31 deg. 09 min. 27 sec. W. 86.24 feet to a nail; 3rd., N. 31 deg. 35 min. 20 sec. W. 100.00 feet to a nail; and 4th., N. 32 deg. 07 min. 30 sec. W. 398.75 feet to the point of BEGINNING.