

4524-390

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4524 0390PRESENTED
FOR
REGISTRATION

Nov 6 2 16 PM '82

AMENDMENT OF SUPPLEMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FOUR SEASONS SUBDIVISION
SECTIONS 1-C and 1-D

CHARLES L. WYDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

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This Amendment of Supplement to Declaration of Covenants, Conditions, and Restrictions, made this 30th day of November, 1981, by and between the Property Owners who own lots in Four Seasons Subdivision, Sections 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 3-A and 3-B, Charlotte, Mecklenburg County, North Carolina:

STATEMENT OF PURPOSE

(1) That all of the above-listed Sections of the Four Seasons Subdivision, and each lot in each Section, are subject to the original Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision dated August 20, 1971, and recorded in Book 3347 at Page 215 in the Mecklenburg County Public Registry (hereinafter the "Original Declaration");

(2) And that the above-listed Sections are subject to or affected by additional Supplementary Declarations to the Original Declarations, all of which Supplements are duly recorded in the Mecklenburg County Public Registry;

(3) And that the Supplementary Declarations, and the property described in said Supplementary Declarations, were made subject to the provisions of the Original Declarations by reference, and all of the property described in said Supplementary Declarations has been held, sold, and conveyed as if the Original Declarations were set out in their entirety in each Supplementary Declaration.

(4) And that the Original Declarations provide, in Article IX, GENERAL PROVISIONS, Section Three, as follows:

"Section Three. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than nlr. by (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any such amendment shall not be effective until said instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to 'additions' as provided in Article II, Section Two."

Drawn by and mail to:
William B. Burroughs, Jr.
Civic Center, et al
1100 Cameron-Burke Building
Charlotte, North Carolina 28204

(5) And that "Article IV, MEMBERSHIP AND VOTING RIGHTS, Section Two (a) of the Original Declaration provides that there shall be one vote per lot, to be cast as the owners of such lot among themselves determine, unless the voting rights of the members owning such lot have been suspended by the Board of Directors or a committee thereof pursuant to "Article IV, Section Three, SUSPENSION OF RIGHTS" of the Original Declaration;

(6) And that the undersigned, who represent "not less than ninety (90) percent of the Lot Owners" in the above-noted Sections of Four Seasons Subdivision, are all currently seized and possessed and duly authorized Lot Owners in the Four Seasons Subdivision whose voting rights have not been suspended.

(7) And that the undersigned, pursuant to the signing of this instrument, desire to Amend the "Supplement to Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision Section 1-C" and the "Supplement to Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision Section 1-D" in the form and manner that follows, in order to create a standing Committee of the Association which will be empowered to take and do each and every action the Homeowners' Association is entitled to take or do as hereinafter provided with respect to the Common Area(s) and Lots within Section 1-C, and to consolidate such Committee with the presently existing Committee governing Section 1-D of the Four Season's Subdivision.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, AND PURSUANT TO THE STATEMENT OF PURPOSE HEREIN, THE UNDERSIGNED LOT OWNERS HEREBY AGREE that the Supplement to Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision Section 1-C, recorded in Book 3508, Page 273-280 and pages 461-462, be and they hereby are AMENDED by adding to said restrictions and revising said restrictions as follows:

ARTICLE V

MODIFICATIONS TO DECLARATION FOR SECTION 1-C

The following modifications are hereby made to the Declaration as said Declaration shall apply to the additional property identified in Article I above and made subject thereto:

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Article I, Definitions, of the Declaration is amended by adding a new subparagraph 10 to the end of said Article I as follows:

10. "Committee" shall mean a standing committee of the Association composed of all Owners in Sections 1-C and 1-D, which committee shall have the responsibility and powers as provided in Article III, Section Three below to do any and all things necessary to perform such duties and to levy and collect assessments from Owners within Sections 1-C and 1-D, in addition to the assessments of the Association set out in Article V, Section Two (a) and (b), to insure perpetuation of Developer's scheme for the maintenance and repair of those certain improvements within said Sections 1-C and 1-D more particularly set out in Article V, Section Two (c).

11. "Committee Common Area" shall mean those Common Areas within Section 1-D indicated as Committee Common Areas on the plat of Section 1-D recorded in the Mecklenburg County Public Registry, and those Common Areas within Section 1-C indicated as Common Area Tracts D, E, F and G on Maps 1, 2, 3 and 4 for Section 1-C recorded in the Mecklenburg County Public Registry.

Article III, Property Rights, is hereby amended by adding the following new and additional Section Three at the end thereof as follows:

Section Three. Powers of Committee - Sections 1-C and 1-D.

The Committee shall have all rights, powers, duties, and obligations as are hereinabove vested in the Association, or as may hereafter be declared by any Supplementary Declaration, the Association Articles of Incorporation or By-Laws, or rules and regulations duly adopted by the Association, to take and do each and every action the Association is entitled to take or do as provided in Sections One and Two of this Article III with respect to the Committee Common Area(s) and Lots within Sections 1-C and 1-D. Provided, however, the foregoing delegation and grant of rights and powers to the Committee is conditional and shall continue in force and effect only so long as the Committee shall reasonably and faithfully perform the duties, obligations and responsibilities otherwise imposed on the Association

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by this Declaration, or any Supplementary Declaration hereto, the Association's Articles of Incorporation or By-Laws, or any rules and regulations from time to time duly adopted by the Association, for the levy and collection of maintenance assessments and enforcement of the maintenance and use restrictions as provided in Articles V and VI respectively. If the Committee shall fail or refuse to fulfill or diligently prosecute the rights, powers, duties and obligations herein granted or bestowed upon it, the Association may by two-thirds vote of each class of members assume sole responsibility for enforcing the provisions of this Declaration or any Supplement hereto imposed as Restrictions upon Sections 1-C and 1-D to the end that Developer's scheme for continued repair and maintenance of the improvements made within said Four Seasons Sections 1-C and 1-D can be perpetuated.

Article IV. Membership and Voting Rights, of the Declaration is amended by adding the following new and additional Sections Four, Five and Six as follows:

Section Four. Committee Membership.

Every Owner of a Lot within Sections 1-C and 1-D shall be a member of the Committee, subject to and bound by the Association Articles of Incorporation, By-Laws and such other additional rules and regulations as may from time to time be adopted by the Association or the Committee with respect to all Common Areas and Lots in Sections 1-C and 1-D. Membership shall be appurtenant to and may not be separated from ownership of such Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot in Sections 1-C or 1-D merely as security for the performance of an obligation. When a Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing or more Lots under a contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Five hereinbelow.

Section Five. Committee Voting and Voting Rights.

On all matters which the Committee is entitled to vote pursuant to the Declaration, By-Laws, or rules and regulations of the

Association, the Committee shall be governed by the following voting rules:

(a) When more than one person holds an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Provided, however, meetings of Committee Members and voting on all matters shall be in accordance with Association By-Laws and any rules and regulations hereafter adopted by the Association or Committee.

Section S.1. Suspension of Rights by Committee.

During any period in which a Committee member shall be in default in the payment of any annual, special or other periodic assessment levied by the Committee or the Association, the voting rights and right to the use of Common Areas or any other services, including without limitation, utilities, or facilities which the Committee or Association provide may be suspended by the Committee until such assessment is paid. In the event of violation by a Committee member of any rules or regulations established by the Committee, such member's voting and use rights may be suspended by the Committee after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Committee after giving member ten (10) days' prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority of the subcommittee appointed to rule on such matters pursuant to the Association By-Laws.

Article V, Covenant for Maintenance Assessments, of the Declaration is hereby amended by adding the following new and additional provisions hereafter set forth as follows:

Section One, Purpose of Assessment.

A new paragraph shall be added to the end of Section One, Article V as follows:

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The assessments levied by the Committee on Lots within Sections 1-C and 1-D of Four Seasons, described and shown on the recorded plats or maps thereof, as provided in Section Two below shall be used to establish a maintenance fund (hereinafter referred to as the "Committee Maintenance Fund") which shall be used by the Committee solely for the expenses of repair and maintenance of improvements within Four Seasons Sections 1-C and 1-D including Committee Common Areas, all fences, if any, (whether in the Common Area(s) shown on the recorded maps or on an Owner's Lot), and the exterior surfaces of residential dwellings upon each Lot as more particularly set forth in Section Two. The Committee Maintenance Fund shall also be used for collection and payment of charges made by the public utility furnishing water and sewer service to the Association for the benefit and account of Owners within Section 1-D. The Committee Maintenance Fund may be used for such other purposes, to the extent of funds available, as may hereafter be authorized and allowed by any Supplementary Declaration hereto or as the Committee may hereafter approve by a vote of two-thirds (2/3) of its members.

Section Two, Creation of the Lien and Personal Obligation of Assessments.

A new subparagraph (c) shall be added within Section Two, Article V as follows:

(c) The Owner of each Lot within Four Seasons, Sections 1-C and 1-D, covenants, and every subsequent owner of any such lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association for the benefit of the Committee the following described assessments in addition to the assessments provided for in subparagraphs (a) and (b) above:

(1) Annual assessments of charges in the amounts hereinafter set forth for the creation and continuance of a fund which shall be used by the Committee for the purposes set forth in Article V, Section 1 above.

(2) Special assessments as may be approved by the Committee, to be established and collected as hereinafter provided.

Section Four, Maximum Annual Assessments.

The following shall be added at the end of the introductory paragraph of Section Four:

Of the Assessment, for each lot designated as a Lot on which a single-family attached Patio House is or may be constructed, \$180.60 per annum shall be the Committee Maintenance Fund referred to in Article V, Section One, which shall be collected by the Association for the benefit of the Committee. In addition, each Owner within Section 1-D shall pay to the Association an assessment for payment by the Association of water and sewer service (Utility Assessment) to Section 1-D at the rate of \$90.00 per annum.

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Section Four (a). The following shall be added to Section Four (a):

Provided, however, the Committee Maintenance Fund may be increased by the Committee independent of the maximum annual assessment for maintenance of Common Areas to an amount which will be sufficient, in the sole judgment of the Committee, to provide funds required by the Committee to carry out its stated purposes and functions for the ensuing calendar year as set forth in its budget, but said Committee Maintenance Fund assessments shall not be increased in any one (1) year above the previous year's assessment more than the percentage increase in the federal government's "Consumer Price Index for all Urban Consumers", published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D. C. 20212, for the immediately preceding year, without a vote of Committee Members as provided in subparagraph (b) hereof; however, should the Consumer Price Index for the immediately preceding calendar year increase in a percentage less than 5%, the maximum Committee Maintenance Fund assessments may nevertheless be increased not more than 5% above the maximum Committee Maintenance Fund assessments for the previous year without a vote of Committee Members.

Section Four (b). The following shall be added to Section Four (b):

Provided, however, the maximum assessments for the Committee Maintenance Fund may be increased above that level described in Section Four (a) by a vote of two-thirds (2/3) of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose under procedures set forth in the Association By-Laws.

Section Five. Special Assessments.

The following shall be added at the end of Section 5:

In addition to the annual and special assessments authorized above, the Committee shall have the right to levy special assessments independent of any special assessments which the Association may levy provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose. Further, provided, however, the Committee shall have the right to levy such special assessment without the consent and assenting vote of Committee Members hereinabove required in the event of exterior maintenance or repairs of an extraordinary nature requiring the expenditure of moneys in excess of the Committee Maintenance Fund then available, provided, however, that such special assessments shall not exceed the amount of such extraordinary expenses.

Section Nine. Effect of Non-Payment of Assessment: Remedies of the Association.

A new paragraph shall be added to the end of said Section Nine, Article V as follows:

In addition to the foregoing, the entire unpaid annual assessment for the Committee Maintenance Fund established in Section Two (c) of this Article V shall become due and payable in the event the assessment levied on any lot within Four Seasons, Sections 1-C or 1-D is not paid within sixty (60) days after the due date thereof, such acceleration to be effective upon the sending of notice to Owner of such Lot regardless of the receipt thereof, and the Committee shall have the right to suspend Owner's voting rights and right to the services or repair and maintenance furnished by the Committee or Association for the benefit of the Committee in consideration for the assessments levied against Owner's lot.

Section Eleven. Powers of Committee.

A new and additional Section Eleven shall be added to Article V as follows:

Section Eleven. Powers of Committee.

The rights, powers, duties and obligations granted or imposed upon the Association in this Article V shall be exercised by the

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Association for the benefit of the Committee as they relate to the assessments levied or fixed by the Committee under authority contained herein or any Supplementary Declaration hereto, or the Association By-Laws.

Article VI. Architectural, Maintenance and Use Restrictions, is hereby amended by adding the following new and additional provisions hereinafter set forth as follows:

Section Twelve. Maintenance.

A new and additional sub-paragraph (a) (3) shall be added within Section Twelve, Article VI as follows:

(a) (3) Responsibility of Committee. The Committee shall provide, subject to assessments hereunder, exterior maintenance to the dwelling upon each Lot within Sections 1-C or 1-D as follows: paint, repair damage caused by ordinary wear and tear of the elements, stain, varnish, replace and care for roof surfaces, gutters and downspouts, if any, exterior building surfaces (including fences, whether or not upon a Lot). Such exterior maintenance shall not include glass surfaces. In addition to maintenance of exterior surfaces of residential dwellings as herein described, the Committee shall also provide for repair and maintenance of Committee Common Areas. In the event that a majority of the Committee shall determine that the need for maintenance or repairs by the Committee is caused through the willful or negligent act of an Owner, his family, guests or invitees, then the costs, both direct and indirect of such maintenance and repairs shall be added to and become a part of the assessment to which such Lot is subject.

Such maintenance, upkeep and repairs, if any, as may be performed by the Committee hereunder shall be without personal liability to the Association or the Committee, or their respective officers, directors, agents or employees.

Article VII, Easements, of the Declaration is hereby amended by adding the following new and additional Section Four as follows:

Section Four. Maintenance.

The Committee shall have the irrevocable right, to be exercised by the members thereof, their agents, employees and designees, to have access to each Lot and the improvements thereon located in Four Seasons, Section 1-D, such right of access to be

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exercised from time to time during reasonable hours as may be necessary for the main tenance, repair and replacement herein provided for, or for making emergency repairs or taking such action as may be necessary or required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

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ARTICLE II OF THE SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOUR SEASONS SUBDIVISION, SECTION 1-C, RECORDED IN DEED BOOK 3508 at PAGES 273-280, IS HEREBY REPLACED AND DELETED AND IN LIEU THEREOF THE FOLLOWING ARTICLE III IS ADDED:

ARTICLE III

ADDITIONAL RESTRICTIONS

The property described on said Rider A is hereby made subject to the following additional covenants, conditions, easements, and restrictions as follows:

Section 1. Use of Lot; Common Area Parking and Walkway(s).

Each Owner of a Lot upon which a party wall, as defined in Article VIII, Section One, of said Declaration dated August 20, 1971, is located shall be entitled to the exclusive ownership and possession of his Lot as shown and described on the four (4) separate recorded maps comprising Four Seasons, Section 1-C and the property described on Rider A, and shall also enjoy a non-exclusive easement and the right to the use and benefit of Common Area parking facilities and walkways or other Common Areas between Owner's Lot and the nearest dedicated public street shown on any recorded plat of the property described on Rider A, provided Owner's use thereof shall be in accordance with the purpose for which such Common Area improvements were intended - to provide ingress and egress to Owner's Lot - without hindering or encroaching upon the lawful rights of other Owners. Each Owner shall be entitled to the exclusive use and benefit of sufficient Common Area parking space to accomodate at least two standard-size vehicles, the location and use of such Common Area parking space subject to such reasonable rules and regulations as the Association may from time to time publish. All parking space and walkway(s) located within the Common Area shown upon any recorded plat of the

property described in Rider A shall be deemed Common Area as defined in Article I of said Declaration of August 20, 1971.

Section 2. Encroachment.

Each Owner of a Lot upon which a party wall, as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located shall acquire title to such Lot subject to the right and reciprocal easement of the adjoining Lot Owner(s) to have the building or any part thereof as originally constructed by Developer on the adjoining Lot to remain standing and Owner shall be deemed to consent, grant, and to secure unto the adjoining Lot Owner(s) the right to have any part of the improvements built as part of the original construction on the adjoining Lot to overlap and extend beyond the interior lot line of Owner as shown on the recorded map thereof and to encroach over and above Owner's Lot to the same extent and in the same manner as the improvements overlap and encroach upon Owner's Lot upon completion of initial construction by Developer. Owner of such Lot covenants and agrees for himself, his heirs, executors, administrators, and assigns that he will not break, cut, disturb, destroy, or remove any part of the improvements overlapping and encroaching upon or over his Lot so long as said improvements remain standing and are similar in materials and appearance to the original construction of improvements made by Developer.

If any portion of the Common Area now encroaches upon any Lot subject hereto, or if any building improvement upon a Lot now encroaches upon any other Lot or upon any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of (1) repair alteration or reconstruction of the Common Area made by or with the consent of the Association; (2) repair or reconstruction of a Residential dwelling or dwellings upon one or more Lots following damage by fire or other casualty; or (3) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Association shall approve of same and the property described on Rider A shall remain subject hereto.

Section 3. Utility Easement.

Each Owner of a Lot upon which a party wall, as defined in Article VIII, Section One of said Declaration dated August 20, 1971,

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is located shall have an easement in common with the adjoining Lot Owner(s) to use all pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, located on such adjoining Lot and serving Owner's residential dwelling. Each such Lot shall also be subject to an easement in favor of the Owner of any other Lot to use the pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, serving such other Owner's dwelling and located on such Lot.

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Each Owner of such Lot upon which a party wall as above described is located shall also have and enjoy the benefit of a ten (10) foot easement appurtenant to said Lot through and under that portion or strip of land within the Common Area adjoining Owner's Lot as shown on the recorded map thereof, said easement for the installation and maintenance of utility lines and laterals serving Owner's dwelling. Developer hereby modifies or extinguishes the utility and drainage easements along Owner's Lot lines reserved in said Declaration of August 20, 1971, to the extent that adequate reserved easements are otherwise herein available to Owner. Provided, however, maintenance of all utility lines and laterals serving Owner's Lot shall be at Owner's sole cost and expense, notwithstanding same is in the Common Area.

Section 4. Right of Access.

The Committee shall have the irrevocable right and privilege, to be exercised by the members thereof, their agents, employees and designees, to have access to each Lot and improvements located thereon in Four Seasons, Section 1-C, such right of access solely for the purpose of making emergency repairs or taking such action as may be necessary and required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

Section 5. Prohibited Work on Patio Lot.

No Owner of a Lot upon which a party wall, as defined in Article VIII, Section One of said Declaration, dated August 20, 1971, is located shall do any work which would jeopardize the soundness or safety of the party wall, reduce the value of the adjoining attached dwelling or impair any easement or other right of the adjoining Lot Owner(s) without, in every such case, the prior approval and consent of the adjoining Lot Owner affected by such work.

Section 6. Hazard Insurance.

Each Owner of a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration, dated August 20, 1971, is located covenants to secure and maintain in full force and effect at Owner's expense one or more insurance policies containing waivers of subrogation and of any defense based on co-insurance or of invalidity arising from any act(s) of the insured endorsements insuring Owner's Lot and the improvements thereon for the full replacement costs, against loss or damage from all hazards and risks normally covered by a standard "extended coverage" policy, including fire and lightning, vandalism and malicious mischief. The amount of insurance to be obtained by Owner shall be determined by an annual appraisal by Owner's insurance carrier of the replacement cost of the dwelling located upon Owner's Lot without regard to depreciation; provided, however, the policy may contain "inflation-guard" endorsement in lieu of such annual appraisal by Owner's insurance carrier if approved by the Committee and Association Board of Directors.

Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and that the Association will be given thirty (30) days' notice prior to the expiration or cancellation of Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association or Committee may, but shall not be obligated to, through its agent or representative, secure and maintain such insurance coverage hereinabove described for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association or Committee against Owner and Owner covenants to pay such special assessment upon demand. All such hazard insurance policies covering such Lot (and the dwelling thereon) separated from an adjoining Lot by a party-wall built as part of the original construction of improvements made thereon by Developer shall be written in the name of Owner with endorsement naming the Association as additional insured and Trustee for Owner with stipulation that proceeds from such policies for loss or damage to the property be payable to said Association, its successors or other designees, and such proceeds shall be held for the use and benefit of Owner and

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adjoining Lot Owners, their respective mortgagees, and the Committee, as their interests may appear, such proceeds to be applied or distributed in accordance with the provision hereinafter set forth. Provided, however, no mortgagee of any such Lot(s) or any dwelling located upon such Lot(s), shall have any right to determine or participate in the determination as to whether or not such Lot and the improvements thereon shall be repaired, replaced or reconstructed.

The Association or Committee may cause a copy of this Article to be delivered to any mortgagee of record of a Lot subject hereto.

Nothing herein contained shall be construed to prohibit Owner(s) of such Lot(s) from carrying other insurance for Owner's benefit, provided such policies contain waivers of subrogation and further provided that the liability of the insurance carriers under policies procured by any other Lot Owner(s) shall not be affected or diminished by reason of Owner's other insurance.

To the extent the covenants, conditions and restrictions set forth in this Section 6 conflict with or modify Article VIII, Section Three and Section Six of those restrictions for Four Seasons Sub-division, Sections 1-A and 1-B recorded in Book 3347 at Page 215, in the Mecklenburg County Public Registry, Owner, upon acquiring title to a Lot subject hereto, agrees that the provisions herein shall prevail as to the hazard insurance policy to be secured and maintained by Owner insuring Owner's dwelling and Owner's liability for property damage under such policies notwithstanding Owner's negligence or willful acts or omissions.

Section 7. Repair and Restoration.

In the event of fire or other disaster to a Lot upon which a party-wall, as defined in Article VIII, Section One of said Declaration, dated August 20, 1971, is located, the proceeds from any insurance obtained by Owner, the Association Board of Directors, its successor or other designee, or such other Trustee as may come into possession of such proceeds in accordance with the provisions herein or By-Laws of the Association, shall, except as may otherwise be provided herein or in the By-Laws of the Association, be applied to the repair, replacement or reconstruction, as the case may be, of the improvements built as part of the original construction of the

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dwelling on the Lot by Developer. If insurance proceeds are in excess of the cost of repair, replacement or reconstruction, then such excess proceeds shall be paid and distributed by Trustee to Owner and to Owner's mortgagees, as their respective interests may appear. If such proceeds covering the loss or damage are not sufficient to pay for the repair, replacement or reconstruction of the improvements upon such Lot, the uncovered portion of the rebuilding costs shall be paid by Owner. In case of fire or other disaster to the improvements on any such Lot, Owner shall cooperate with the Association Board of Directors and shall join in the execution of any document reasonably required to obtain insurance proceeds from Owner's insurer and cause same to be applied to the rebuilding of the dwelling upon Owner's Lot.

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Section 8. Common Area.

Common Areas with respect to the additional property hereby made subject to said Declaration of August 20, 1971, to be owned by the Association at the time of the conveyance of the first Lot from such additional property is more particularly and further described on Rider B attached hereto and by reference made a part hereof.

Section 9. Additional Property.

Developer hereby reserves the right, exercisable at any time, to subject other real property to the restrictions set forth herein in order to extend the scheme of this Supplementary Declaration to other property to be developed as part of Four Seasons Subdivision, provided that the annexation of such additional property is in accord with Developer's general plan of development and the dwellings constructed on the property are substantially similar in value to the dwellings constructed on the property subject hereto.

Section 10. Miscellaneous.

A. Severability.

The provisions of this Supplementary Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

B. Compliance.

Each Owner shall comply strictly with the Association By-Laws and the rules and regulations adopted pursuant thereto, as

either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth herein or in the deed to the Lot of such Owner. Failure to comply with any of the same shall be ground for an action to recover sums due, or damages or injunctive relief, or both, maintainable by the Association Board of Directors on behalf of the Association, their successor or designee, or in a proper case, by an aggrieved Owner.

Section 11.

That certain "Amendment of Supplement to Declaration of Covenants, Conditions and Restrictions for Four Seasons Subdivision Section 1-C," made December 12, 1972, and recorded in Deed Book 3508 at Pages 461-462, being repeated herein and thereby rendered unnecessary, is hereby cancelled and revoked in full.

AND, FURTHER, IN CONSIDERATION OF THE PREMISES, AND PURSUANT TO THE STATEMENT OF PURPOSE HEREIN, THE UNDERSIGNED LOT OWNERS HEREBY AGREE that the "Supplement to Declaration of Covenants, Conditions and Restrictions for Four Seasons Subdivision Section 1-D," recorded in Book 3615 at Page 302-314, be and they hereby are AMENDED to read as follows:

Article II of the aforesaid Supplement to Declaration is hereby omitted and revoked, and the following Article II is inserted in lieu thereof:

ARTICLE II

MODIFICATIONS TO DECLARATION FOR SECTION 1-D

The following modifications are hereby made to the Declaration as said Declaration shall apply to the additional property identified in Article I above and made subject thereto:

Article I, Definitions, of the Declaration is amended by adding a new subparagraph 10 to the end of said Article I as follows:

10. "Committee" shall mean a standing committee of the Association composed of all Owners in Sections 1-C and 1-D, which committee shall have the responsibility and powers as provided in Article III, Section Three below to do any and all things necessary to perform such duties and to levy and collect assessments from Owners within Sections 1-C and 1-D, in addition to the assessments of the Association set out in

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Article V, Section Two (a) and (b), to insure perpetuation of Developer's scheme for the maintenance and repair of those certain improvements within said Sections 1-C and 1-D more particularly set out in Article V, Section Two (c).

11. "Committee Common Area" shall mean those Common Areas within Section 1-D indicated as Committee Common Areas on the plat of Section 1-D recorded in the Mecklenburg County Public Registry, and those Common Areas within Section 1-C indicated as Common Area Tracts D, E, F and G on Maps 1, 2, 3 and 4 for Section 1-C recorded in the Mecklenburg County Public Registry.

Article III, Property Rights, is hereby amended by adding the following new and additional Section Three at the end thereof as follows:

Section Three. Powers of Committee - Sections 1-C and 1-D.

The Committee shall have all rights, powers, duties, and obligations as are hereinabove vested in the Association, or as may hereafter be declared by any Supplementary Declaration, the Association Articles of Incorporation or By-Laws, or rules and regulations duly adopted by the Association, to take and do each and every action the Association is entitled to take or do as provided in Sections One and Two of this Article III with respect to the Committee Common Area(s) and Lots within Sections 1-C and 1-D. Provided, however, the foregoing delegation and grant of rights and powers to the Committee is conditional and shall continue in force and effect only so long as the Committee shall reasonably and faithfully perform the duties, obligations and responsibilities otherwise imposed on the Association by this Declaration, or any Supplementary Declaration hereto, the Association's Articles of Incorporation or By-Laws, or any rules and regulations from time to time duly adopted by the Association, for the levy and collection of maintenance assessments and enforcement of the maintenance and use restrictions as provided in Articles V and VI respectively. If the Committee shall fail or refuse to fulfill or diligently prosecute the rights, powers, duties and obligations herein granted or bestowed upon it, the Association may by two-thirds vote of each class of members assume sole responsibility for enforcing the

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provisions of this Declaration or any Supplement hereto imposed as Restrictions upon Sections 1-C and 1-D to the end that Developer's scheme for continued repair and maintenance of the improvements made within said Four Seasons Sections 1-C and 1-D can be perpetuated.

Article IV. Membership and Voting Rights, of the Declaration is amended by adding the following new and additional Sections Four, Five and Six as follows:

Section Four. Committee Membership.

Every Owner of a Lot within Sections 1-C and 1-D shall be a member of the Committee, subject to and bound by the Association Articles of Incorporation, By-Laws and such other additional rules and regulations as may from time to time be adopted by the Association or the Committee with respect to all Common Areas and Lots in Sections 1-C and 1-D. Membership shall be appurtenant to and may not be separated from ownership of such Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot in Sections 1-C or 1-D merely as security for the performance of an obligation. When a Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more Lots under a contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Five hereinafter.

Section Five. Committee Voting and Voting Rights.

On all matters which the Committee is entitled to vote pursuant to the Declaration, By-Laws, or rules and regulations of the Association, the Committee shall be governed by the following voting rules:

(a) When more than one person holds an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the

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Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Provided, however, meetings of Committee Members and voting on all matters shall be in accordance with Association By-Laws and any rules and regulations hereafter adopted by the Association or Committee.

Section Six. Suspension of Rights by Committee.

During any period in which a Committee member shall be in default in the payment of any annual, special or other periodic assessment levied by the Committee or the Association, the voting rights and right to the use of Common Areas or any other services, including without limitation, utilities, or facilities which the Committee or Association provide may be suspended by the Committee until such assessment is paid. In the event of violation by a Committee member of any rules or regulations established by the Committee, such member's voting and use rights may be suspended by the Committee after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Committee after giving member ten (10) days' prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority of the subcommittee appointed to rule on such matters pursuant to the Association By-Laws.

Article V, Covenant for Maintenance Assessments, of the Declaration is hereby amended by adding the following new and additional provisions hereafter set forth as follows:

Section One. Purpose of Assessment.

A new paragraph shall be added to the end of Section One, Article V as follows:

The assessments levied by the Committee on Lots within Sections 1-C and 1-D of Four Seasons, described and shown on the recorded plats or maps thereof, as provided in Section Two below shall be used to establish a maintenance fund (hereinafter referred to as the "Committee Maintenance Fund") which shall be used by the Committee solely for the expenses of repair and maintenance of improvements within Four Seasons Sections 1-C and 1-D including Committee Common Areas, all fences, if any, (whether in the Common Area(s) shown on the

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recorded maps or on an Owner's Lot), and the exterior surfaces of residential dwellings upon each Lot as more particularly set forth in Section Two. The Committee Maintenance Fund shall also be used for collection and payment of charges made by the public utility furnishing water and sewer service to the Association for the benefit and account of Owners within Section 1-D. The Committee Maintenance Fund may be used for such other purposes, to the extent of funds available, as may hereafter be authorized and allowed by any Supplementary Declaration hereto or as the Committee may hereafter approve by a vote of two-thirds (2/3) of its members.

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Section Two, Creation of the Lien and Personal Obligation of Assessments.

A new subparagraph (c) shall be added within Section Two, Article V as follows:

(c) The Owner of each Lot within Four Seasons, Sections 1-C and 1-D, covenants, and every subsequent owner of any such lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association for the benefit of the Committee the following described assessments in addition to the assessments provided for in subparagraphs (a) and (b) above:

(1) Annual assessments of charges in the amounts hereinafter set forth for the creation and continuance of a fund which shall be used by the Committee for the purposes set forth in Article V, Section 1 above.

(2) Special assessments as may be approved by the Committee, to be established and collected as hereinafter provided.

Section Four, Maximum Annual Assessments.

The following shall be added at the end of the introductory paragraph of Section Four:

Of the Assessment for each lot designated as a Lot on which a single-family attached Patio House is or may be constructed, _____
\$180.60 per annum _____ shall be
the Committee Maintenance Fund referred to in Article V, Section One, which shall be collected by the Association for the benefit of the Committee. In addition, each Owner within Section 1-D shall pay to the Association an assessment for payment by the Association of water and sewer service (Utility Assessment) to Section 1-D at the rate of \$90.00 _____ per annum.

Section Four (a). The following shall be added to Section Four (a):

Provided, however, the Committee Maintenance Fund may be increased by the Committee independent of the maximum annual assessment for maintenance of Common Areas to an amount which will be sufficient, in the sole judgment of the Committee, to provide funds required by the Committee to carry out its stated purposes and functions for the ensuing calendar year as set forth in its budget, but said Committee Maintenance Fund assessments shall not be increased in any one (1) year above the previous year's assessment more than the percentage increase in the federal government's "Consumer Price Index for all Urban Consumers," published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D. C. 20212, for the immediately preceding year, without a vote of Committee Members as provided in subparagraph (b) hereof; however, should the Consumer Price Index for the immediately preceding calendar year increase in a percentage less than 5%, the maximum Committee Maintenance Fund assessments may nevertheless be increased not more than 5% above the maximum Committee Maintenance Fund assessments for the previous year without a vote of Committee Members.

Section Four (b). The following shall be added to Section Four (b):

Provided, however, the maximum assessments for the Committee Maintenance Fund may be increased above that level described in Section Four (a) by a vote of two-thirds (2/3) of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose under procedures set forth in the Association By-Laws.

Section Four (d). A New Section Four (d) shall be added as follows:

From and after January 1 of the year immediately following the conveyance of a lot to an Owner in Section 1-D, each Owner shall pay (as a Utility Assessment) an equal pro rata share of the total charges to the Association by the utilities providing water and sewer to Section 1-D.

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Section Five. Special Assessments.

The following shall be added at the end of Section 5:

In addition to the annual and special assessments authorized above, the Committee shall have the right to levy special assessments independent of any special assessments which the Association may levy provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose. Further, provided, however, the Committee shall have the right to levy such special assessment without the consent and assenting vote of Committee Members hereinabove required in the event of exterior maintenance or repairs of an extraordinary nature requiring the expenditure of moneys in excess of the Committee Maintenance Fund then available, provided, however, that such special assessments shall not exceed the amount of such extraordinary expenses.

Section Nine. Effect of Non-Payment of Assessment: Remedies of the Association.

A new paragraph shall be added to the end of said Section Nine, Article V as follows:

In addition to the foregoing, the entire unpaid annual assessment for the Committee Maintenance Fund established in Section Two (c) of this Article V shall become due and payable in the event the assessment levied on any Lot within Four Seasons, Sections 1-C or 1-D is not paid within sixty (60) days after the due date thereof, such acceleration to be effective upon the sending of notice to Owner of such Lot regardless of the receipt thereof, and the Committee shall have the right to suspend Owner's voting rights and right to the services or repair and maintenance furnished by the Committee or Association for the benefit of the Committee in consideration for the assessments levied against Owner's Lot.

Section Eleven. Powers of Committee.

A new and additional Section Eleven shall be added to Article V as follows:

Section Eleven. Powers of Committee.

The rights, powers, duties and obligations granted or imposed upon the Association in this Article V shall be exercised by the

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Association for the benefit of the Committee as they relate to the assessments levied or fixed by the Committee under authority contained herein or any Supplementary Declaration hereto, or the Association By-Laws.

Article VI. Architectural, Maintenance and Use Restrictions, is hereby amended by adding the following new and additional provisions hereinafter set forth as follows:

Section Twelve. Maintenance.

A new and additional sub-paragraph (a) (3) shall be added within Section Twelve, Article VI as follows:

(a) (3) Responsibility of Committee. The Committee shall provide, subject to assessments hereunder, exterior maintenance to the dwelling upon each Lot within Sections I-C or I-D as follows: paint, repair damage caused by ordinary wear and tear of the elements, stain, varnish, replace and care for roof surfaces, gutters and downspouts, if any, exterior building surfaces (including fences, whether or not upon a Lot). Such exterior maintenance shall not include glass surfaces. In addition to maintenance of exterior surfaces or residential dwellings as herein described, the Committee shall also provide for repair and maintenance of Committee Common Areas. In the event that a majority of the Committee shall determine that the need for maintenance or repairs by the Committee is caused through the willful or negligent act of an Owner, his family, guests or invitees, then the costs, both direct and indirect of such maintenance and repairs shall be added to and become a part of the assessment to which such Lot is subject.

Such maintenance, upkeep and repairs, if any, as may be performed by the Committee hereunder shall be without personal liability to the Association or the Committee, or their respective officers, directors, agents or employees.

Article VII, Easements, of the Declaration is hereby amended by adding the following new and additional Section Four as follows:

Section Four. Maintenance.

The Committee shall have the irrevocable right, to be exercised by the members thereof, their agents, employees and designees, to have access to each Lot and the improvements thereon

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located in Four Seasons, Section 1-D, such right of access to be exercised from time to time during reasonable hours as may be necessary for the main tenance, repair and replacement herein provided for, or for making emergency repairs or taking such action as may be necessary or required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

Except as herein specifically AMENDED, the "Supplement to Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision", Sections 1-C and 1-D, recorded in Book 3508, Pages 273-280, and in Book 3615, at Pages 302-314, in the Mecklenburg County Public Registry, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FOUR SEASONS HOMEOWNERS ASSOCIATION, INC.

By: *James Henry Baker*
Vice President



FEE 9.50
() 9.50
CASH 9.50

14:41 #3640 000
04/06/82

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 29th day of March, personally came before me James Henry Baker who, being duly sworn, says he is the Vice President of the Four Seasons Homeowners Association, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said James Henry Baker acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and notarial seal, this 29th day of March, 1982.

Nancy H. Stokes
NOTARY PUBLIC

Commission Expires: March 19, 1984

FEE 60.00
() 60.00
CASH 60.00

14:42 #3641 000
04/06/82

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State of North Carolina, County of Mecklenburg
The foregoing certificate of Nancy W. Stokes

a Notary Public of said County and State
is ~~not~~ certified to be correct. This 6 day of April, 1987
Charles E. Crowder, Register of Deeds, By: Martha B. Adams
DEPUTY

See pages 415 thru 434

PROPERTY OWNERS

<u>SIGNATURE</u>	<u>ADDRESS</u>
Delinquent (SEAL)	6400 Bonneybrook Lane
Delinquent (SEAL)	6401 Bonneybrook Lane
Attached (SEAL)	6406 Bonneybrook Lane ✓
<i>Philip Dean</i> (SEAL)	6407 Bonneybrook Lane
<i>A. L. Smith</i> (SEAL)	6200 Cross Creek Lane
Attached (SEAL)	6201 Cross Creek Lane
Delinquent (SEAL)	6206 Cross Creek Lane
<i>Ronald E. Jewell</i> (SEAL)	6207 Cross Creek Lane
Delinquent (SEAL)	6212 Cross Creek Lane
(SEAL)	6215 Cross Creek Lane
<i>Wade Roberts</i> (SEAL)	6218 Cross Creek Lane
Attached (SEAL)	6221 Cross Creek Lane ✓
Attached (SEAL)	6224 Cross Creek Lane ✓
<i>Bill Wade</i> (SEAL)	6227 Cross Creek Lane
Attached (SEAL)	6230 Cross Creek Lane ✓
<i>Reuben Dugg</i> (SEAL)	6233 Cross Creek Lane
Delinquent (SEAL)	6236 Cross Creek Lane
<i>Alvin Gibson</i> (SEAL)	6237 Cross Creek Lane
Attached (SEAL)	6245 Cross Creek Lane ✓
<i>Edwin Wilson</i> (SEAL)	5115 Farm Pond Lane
(SEAL)	
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PROPERTY OWNERS

SIGNATURE	ADDRESS
<u>Steve Smith</u> (SEAL)	5332 Farm Pond Lane
<u>Delinquent</u> (SEAL)	6100 Honeysuckle Lane
<u>Attached</u> (SEAL)	6101 Honeysuckle Lane
<u>Jaime Heise</u> (SEAL)	6102 Honeysuckle Lane
<u>John Park</u> (SEAL)	6103 Honeysuckle Lane
<u>Diana Marie Lintche</u> (SEAL)	6104 Honeysuckle Lane
<u>Kathy Freeman</u> (SEAL)	6105 Honeysuckle Lane
<u>Rita Roberts</u> (SEAL)	6106 Honeysuckle Lane
<u>Bill Ross</u> (SEAL)	6107 Honeysuckle Lane
<u>Pat Odom</u> (SEAL)	6108 Honeysuckle Lane
<u>Frances Jenkins</u> (SEAL)	6109 Honeysuckle Lane
<u>John P. Wilson</u> (SEAL)	6110 Honeysuckle Lane
<u>Sharon Rogers</u> (SEAL)	6111 Honeysuckle Lane
<u>Elaine Pope</u> (SEAL)	6112 Honeysuckle Lane
<u>Delinquent</u> (SEAL)	6113 Honeysuckle Lane
<u>Robert J. Taulo</u> (SEAL)	6114 Honeysuckle Lane
<u>Attached</u> (SEAL)	6115 Honeysuckle Lane
(SEAL)	6116 Honeysuckle Lane
<u>Frances Crowell</u> (SEAL)	6117 Honeysuckle Lane
<u>Beverly Perry</u> (SEAL)	6118 Honeysuckle Lane
(SEAL)	
<u>Bill P. Pettit</u> (SEAL)	6119 HONEYS. LN.
<u>RL: Harford</u> (SEAL)	6123 HONEYS. LN.
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ADDRESS

47

(SEAL)	5536 Autumn End Circle
<i>Mrs. Rauld Lewis</i> (SEAL)	5537 Autumn End Circle
<i>Eul a. Sawyer</i> (SEAL)	6712 Barcliff Drive
<i>Carla Altman</i> (SEAL)	6718 Barcliff Drive
<i>Joyce Sawyer</i> (SEAL)	6724 Barcliff Drive
<i>Joseph H. Hushie</i> (SEAL)	6800 Barcliff Drive
Delinquent (SEAL)	6805 Barcliff Drive
<i>Mrs. Cheryl Leone</i> (SEAL)	6806 Barcliff Drive
<i>David D. D.</i> (SEAL)	6811 Barcliff Drive
Delinquent (SEAL)	6812 Barcliff Drive
<i>yes 142 Mark K. Claffee</i> (SEAL)	5406 Lawrence Orr Road
Delinquent (SEAL)	5407 Lawrence Orr Road
<i>John J. Collins</i> (SEAL)	5412 Lawrence Orr Road
Delinquent (SEAL)	5413 Lawrence Orr Road
<i>Cynthia C. Epps</i> (SEAL)	5419 Lawrence Orr Road
<i>yes 142 Frank T. Thomas</i> (SEAL)	5500 Lawrence Orr Road
<i>yes 142 Kenneth R. M.</i> (SEAL)	5501 Lawrence Orr Road
(SEAL)	5506 Lawrence Orr Road
Delinquent (SEAL)	5507 Lawrence Orr Road
Attached (SEAL)	5512 Lawrence Orr Road
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PROPERTY OWNERS

8

SIGNATURE

ADDRESS

James L. Dixon
Beth

(SEAL)

6811 Sun Ray Court

(SEAL)

6812 Sun Ray Court

Attached

(SEAL)

5511 Wallace Road ✓

Peggy Wacker

(SEAL)

5512 Wallace Road

One. William E. Byrd

(SEAL)

6820 Barcliff Drive

Delinquent

(SEAL)

5300 Lawrence Orr Road

Delinquent

(SEAL)

5303 Lawrence Orr Road

Mrs. Randy Hewitt

(SEAL)

5307 Lawrence Orr Road

Helma Williams

(SEAL)

5313 Lawrence Orr Road

(SEAL)

5400 Lawrence Orr Road

Delinquent

(SEAL)

5401 Lawrence Orr Road

David Barcliff

(SEAL)

6907 Barcliff Drive

John Barcliff

(SEAL)

6908 Barcliff Drive

Ed Barcliff

(SEAL)

6911 Barcliff Drive

W. Barcliff

(SEAL)

6916 Barcliff Drive

Angela Barcliff

(SEAL)

6917 Barcliff Drive

Anda Barcliff

(SEAL)

6923 Barcliff Drive

John Barcliff

(SEAL)

6924 Barcliff Drive

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ADDRESS

5121 Farm Pond Lane

5301 Farm Pond Lane

5309 Farm Pond Lane

5315 Farm Pond Lane ✓

5321 Park Pond Lane

5327 Farm Pond Lane

5301 Mock Robin Lane v

5311 Mock Robin Lane

5312 Mock Robin Lane

5317 Mock Robin Lane

5318 Mock Robin Lane ✓

5323 Mock Robin Lane

5328 Mock Robin Lane

5329 Mock Robin Lane

5334 Mock Robin Lane

5335 Mock Robin Lane ✓

340 Mock Robin Lane

341 Mock Robin Lane

340 Mock Robin Lane

347 Mock Robin Lane

1000

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Source: *U.S. Census Bureau, Current Population Reports, 1990*

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PROPERTY OWNERS

SIGNATURE

ADDRESS

12

(previously signed)	(SEAL)	6119 Honeysuckle Lane
<i>Adams, Alfred</i>	(SEAL)	6120 Honeysuckle Lane
delinquent	(SEAL)	6121 Honeysuckle Lane
Attached	(SEAL)	6122 Honeysuckle Lane
previously signed)	(SEAL)	6123 Honeysuckle Lane
<i>Charles W. Carlson</i>	(SEAL)	6125 Honeysuckle Lane
<i>Robert W. Schmitz</i>	(SEAL)	6100 Bent Tree Court
<i>Edna Louise Lane</i>	(SEAL)	6101 Bent Tree Court
Delinquent	(SEAL)	6102 Bent Tree Court
<i>R. Smith</i>	(SEAL)	6103 Bent Tree Court
Attached	(SEAL)	6104 Bent Tree Court
Delinquent	(SEAL)	6105 Bent Tree Court
<i>Annette Williams</i>	(SEAL)	6106 Bent Tree Court
<i>Nell Whitstone</i>	(SEAL)	6107 Bent Tree Court
Attached	(SEAL)	6108 Bent Tree Court
<i>Barbara K. Kull</i>	(SEAL)	6109 Bent Tree Court
<i>Barbara J. Lipisay</i>	(SEAL)	6110 Bent Tree Court
<i>Robert E. Kame Shook</i>	(SEAL)	6111 Bent Tree Court
<i>Kathryn S. Erdoudon</i>	(SEAL)	6112 Bent Tree Court
<i>Anna Smith</i>	(SEAL)	6113 Bent Tree Court
	(SEAL)	
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	(SEAL)	
	(SEAL)	
<i>Mildred Randall</i>	(SEAL)	6123 Bent Tree Ct
	(SEAL)	
	(SEAL)	
Attached	(SEAL)	6140 Bent Tree Ct
	(SEAL)	
	(SEAL)	
<i>J. F. Smith</i>	(SEAL)	5332 Farm Road Lane
	(SEAL)	
	(SEAL)	
	(SEAL)	

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PROPERTY OWNERS

SIGNATURE

ADDRESS

(SEAL)	4801 Farm Pond Lane
<i>Mr. Ray Smith</i> (SEAL)	4806 Farm Pond Lane
<i>Scott D. Tupper</i> (SEAL)	4807 Farm Pond Lane
<i>Hayle S. Fox</i> (SEAL)	4810 Farm Pond Lane
Attached (SEAL)	4811 Farm Pond Lane
<i>Rebecca Diana</i> (SEAL)	4818 Farm Pond Lane
Delinquent (SEAL)	4819 Farm Pond Lane
<i>Kurt F. Henry</i> (SEAL)	4824 Farm Pond Lane
Attached (SEAL)	4825 Farm Pond Lane ✓
<i>Margaret Wilson</i> (SEAL)	4828 Farm Pond Lane
Attached (SEAL)	4831 Farm Pond Lane ✓
(SEAL)	4834 Farm Pond Lane
<i>Charm D. Olson</i> (SEAL)	4900 Farm Pond Lane
<i>Janet B. Jenkins</i> (SEAL)	4901 Farm Pond Lane
<i>Joy M. Smith</i> (SEAL)	4906 Farm Pond Lane
<i>J. Mary M. Flannery</i> (SEAL)	4907 Farm Pond Lane
Attached (SEAL)	4915 Farm Pond Lane ✓
<i>Arney Moore</i> (SEAL)	4916 Farm Pond Lane
(SEAL)	4921 Farm Pond Lane
Attached (SEAL)	4924 Farm Pond Lane ✓
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SIGNATURE

ADDRESS

Walter L. Allen (SEAL)

4715 Farm Pond Lane

Ernest B. Gering (SEAL)

5427 Autumn End

John L. Miller (SEAL)

"

SIGNATURE

ADDRESS

L. & J. Cunningham
Barry B. Tucker (SEAL)

6201 Cross Creek Ln

Robert E. Deaton (SEAL)

6140 Bent Tree Court

Wm. L. Deaton (SEAL)

"

Leo A. Kish (SEAL)

6122 Honeysuckle Lane

Marjorie Powell (SEAL)

5220 Farm Pond Lane

James M. E. E. E. E. (SEAL)

6104 Bent Tree Court

(SEAL)

Earl E. Fleenor (SEAL)

6115 Bent Tree Court

Mr. Gary F. Huelter (SEAL)

5512 Lawrence Orr Dr.

Mr. Gary F. Huelter (SEAL)

4811 Farm Pond Lane

Mr. Gary F. Huelter (SEAL)

4915 Farm Pond Lane

Mr. Gary F. Huelter (SEAL)

4831 Farm Pond Lane

Mr. Gary F. Huelter (SEAL)

6326 Bonnybrook Lane

SIGNATUREADDRESS*Fred L. Riggall*

(SEAL)

6211 Bonnybrook Lane ✓

William A. May

(SEAL)

6101 Honeysuckle ✓

William A. May

(SEAL)

5214 Farm Pond ✓

*Walter D. Ruppel*SIGNATURE

(SEAL)

ADDRESS

6221 Cross Creek ✓

William Sidney Hartman

(SEAL)

6245 Cross Creek ✓

Gene Robinson

(SEAL)

6115 Honeysuckle ✓

W. M. Pearson

(SEAL)

5316 Farm Pond Lane ✓

Barbara B. Miller

(SEAL)

4927 Farm Pond Lane ✓

SIGNATUREADDRESS*Thomas A. Lee**Patricia Lee*

(SEAL)

6221 Cross Creek ✓

*Thomas A. Lee**Patricia Lee*

(SEAL)

5024 Farm Pond Lane ✓

*Thomas A. Lee**Patricia Lee*

(SEAL)

5353 Mock Robin ✓

*Wendell R. Smith*SIGNATURE

(SEAL)

ADDRESS

6215 Snowcrest Court ✓

Barbara B. Campbell

(SEAL)

"

John J. Dixon

(SEAL)

5511 Wallace Road ✓

*Donald W. G. G. G.*SIGNATURE

(SEAL)

ADDRESS

5301 Farm Pond ✓

PROPERTY OWNERS

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4524 0433

SIGNATURE

ADDRESS

James Q. Dyer (SEAL)5301 Mock Robin ✓

YES

John Cook (SEAL)6476 Bonnybrook ✓

YES

John Cook (SEAL)5318 Mock Robin ✓*Joelle* (SEAL)6230 Cross Creek ✓*Joelle* (SEAL)4825 Farm Pond ✓*Joelle* (SEAL)5335 Mock Robin ✓

SIGNATURE

ADDRESS

David M. Thoe (SEAL)4924 Farm Pond ✓*Candice A. McInnell Bente* (SEAL)6136 Bent Tree Court ✓*W. B. McInnell* (SEAL)6147 Bent Tree ✓*Charlene H. McInnell* (SEAL)
*Charlene H. McInnell*6151 Bent Tree Court ✓*Shad McInnis* (SEAL)6216 Bonnybrook Lane ✓*Shad McInnis* (SEAL)5715 Lawrence Orr ✓*Robert R. Rangel* (SEAL)6329 Bonnybrook Lane ✓*Gregory A. Cox* (SEAL)5315 Farm Pond Lane ✓*Gregory A. Cox* (SEAL)6639 Barcliff Drive ✓*Gregory A. Cox* (SEAL)6108 Bent Tree Court ✓

PROPERTY OWNERS

SIGNATURE

ADDRESS

Ernest H. Perry (SEAL)

6127 Bent tree ✓

SIGNATURE

ADDRESS

James F. Spivey (SEAL)

5714 Lawrence Orr ✓

SIGNATURE

ADDRESS

Eddie Ford Allen (SEAL)

6155 Bent Tree Court ✓

Lawrence Orr (SEAL)

"

(SEAL)