

STATE OF NORTH CAROLINA

THIRD SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SMITH CORNERS

COUNTY OF MECKLENBURG

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Third Supplement") is made this 9th day of March, 2000 by **PANOS/SMITH HOTEL GROUP - REAMES ROAD, LLC**, a North Carolina limited liability company (hereinafter referred to as "Panos/Smith"), **RI77, INC.**, a North Carolina corporation (hereinafter referred to as "RI77"), and **SPEEDWAY BOULEVARD, LLC**, a North Carolina limited liability company (hereinafter referred to as "Speedway"). These three entities are hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Panos/Smith is the owner of Lots 1, 6, 7, & 9 of Revised Panos/Smith Hotel Group - Map 2 as shown on map recorded in Map Book 30 at Page 427 in the Mecklenburg County Public Registry, which property was conveyed as acreage to Panos/Smith in Deeds recorded in Book 9311 at Page 481 and Book 9478 at Page 880 in the Mecklenburg County Public Registry, and as acreage in Deed from RI77 to Panos/Smith recorded in Book 10710 at Page 257 in the Mecklenburg County Public Registry; and

WHEREAS, Panos/Smith is also the owner of Lot 8 of Revised Panos/Smith Hotel Group - Map 2 as shown on map recorded in Map Book 30 at Page 427 in the Mecklenburg County Public Registry, which was conveyed to Panos/Smith from Panos/Smith Hotel Group Comfort - Harris, LLC in Deed recorded in Book 11146 at Page 224 in the Mecklenburg County Public Registry; and

WHEREAS, Lots 1, 6, 7, 8 & 9 of Revised Panos/Smith Hotel Group - Map 2 as shown on map recorded in Map Book 30 at Page 427 in the Mecklenburg County Public Registry are subject to Declaration of Covenants, Conditions and Restrictions for Smith Corners dated March 18, 1999 and recorded in Book 10330 at Page 893 in the Mecklenburg County Public Registry, as amended by First Supplement to Declaration of Covenants, Conditions and Restrictions for Smith Corners (hereinafter referred to as the "First Supplement") recorded in Book 10562 at Page 40 in the Mecklenburg County Public Registry and by Second Supplement to Declaration of Covenants, Conditions and Restrictions for Smith Corners (hereinafter referred to as the "Second Supplement") recorded in Book 10595 at Page 824 in the Mecklenburg County Public Registry (the original Declaration as amended by the First Supplement and the Second Supplement shall hereinafter referred to as the "Declaration"); and

WHEREAS, Panos/Smith is also the owner of the 28.69 acre tract, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "28.69 Acre Tract"), which was conveyed to Panos/Smith by Smith Corners, LLC by Deed recorded in Book 10710 at Page 261 in the Mecklenburg County Public Registry and which is a portion of

J. Christopher Oates, Esquire
Clayton S. Curry, Jr., Esquire
Horack, Talley, Pharr & Lowndes, P.A. (BOX 194)
2600 One First Union Center
Charlotte, NC 28202-6038

DRAWN BY:
MAIL TO:

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the Smith Corners Property, as defined in the Declaration, which can be added to the Declaration pursuant to Article II of the Declaration; and

WHEREAS, Lots 1, 6, 7, 8 & 9 of Revised Panos/Smith Hotel Group – Map 2 as shown on map recorded in Map Book 30 at page 427 in the Mecklenburg County Public Registry and a portion of the 28.69 Acre Tract have been reconfigured as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of A Revised Record Map Showing 49.314 Acres Total, Smith Corners, Phase 1, Map 1 recorded in Map Book 32 at Page 835 in the Mecklenburg County Public Registry (this map hereinafter referred to as the “Revised Map”); and

WHEREAS, Declarant desires to add the 28.69 Acre Tract to the Declaration; and

WHEREAS, Declarant desires also to further amend the Declaration and has entered into this Third Supplement for such purposes; and

WHEREAS, Article X, Section 3 of the Declaration allows the Declaration to be amended by an instrument signed by the Owners, as said term is defined in the Declaration, with at least fifty-one percent (51%) of the total votes and with the written approval of Declarant, so long as it owns any portion of the Property, said term defined in the Declaration; and

WHEREAS, the Declarant is an Owner and has more than fifty-one percent (51%) of the total votes; and

WHEREAS, Declarant also desires by this Third Supplement to subject a portion of Lot 1 and all of Lots 6, 7, 8 & 9 of Revised Panos/Smith Hotel Group - Map 2 as shown on map recorded in Map Book 30 at Page 427 in the Mecklenburg County Public Registry and all of the 28.69 Acre Tract to additional specific prohibited uses; and

WHEREAS, RI77 has conveyed all of the RI77 Property, as defined in the Declaration, to Panos/Smith and desires to assign all of its Declarant rights and obligations under the Declaration to Panos/Smith; and

NOW, THEREFORE, the Declarant by this Third Supplement does hereby declare as follows:

1. Pursuant to the provisions of Article II of the Declaration, Declarant does hereby subject the 28.69 Acre Tract to the Declaration, to the end that the 28.69 Acre Tract shall be within the scheme of said Declaration and the jurisdiction of the Association and the 28.69 Acre Tract shall be subject to the terms, benefits, agreements, restrictions, and obligations set forth in the Declaration. Pursuant to Article II, Section 2c. of the Declaration, the 28.69 Acre Tract is hereby subjected to all cross easements in Article IX of the Declaration for the benefit of each and every person, partnership, trust, corporation or other entity hereafter owning any portion of the Panos/Smith Property, the RI77 Property, the Speedway Property, the Smith Corners Property, or any additional property annexed pursuant to Article II, and their licensees, invitees, agents, successors and assigns.

2. The Declaration is hereby amended, modified, supplemented and changed by deleting Section 5 of ARTICLE I and inserting in lieu thereof the following:

“Section 5. ‘Association Easement Areas’ shall be (a) all private drives, roads and streets within the Properties; (b) areas within ten feet (10’) of the margin of the private drives, roads and street or public rights or way, if any, within the Properties; (c) areas within four feet (4’) of the Properties perimeter boundaries which front on Statesville Road, W.T. Harris Boulevard or Interstate 77, provided with respect to such four foot (4’) area lying within the boundaries of the real property conveyed to Ethan Allen Inc. by deed recorded subsequent to this Third Supplement, which real property is more particularly described as being all of Lot 6 of the Revised Map (the “Ethan Allen Lot”), neither Declarant nor the Association shall be permitted to install, operate, repair or maintain light poles or lighting fixtures or signage of any kind within said four foot (4’) area on the Ethan Allen Lot; (d) planted or landscaped areas lying outside of the Properties perimeter boundaries which front on W.T. Harris Boulevard and Interstate 77 and within the rights of way of W.T. Harris Boulevard and Interstate 77 (excluding any paved areas, curb or gutter and any controlled-access fencing); (e) those areas designated Association Easement Areas on maps of portions of the Properties, presently or hereinafter recorded; (f) medians located within the private drives, roads and streets within the Properties; (g) any detention ponds or storm water drainage areas within the Properties; and (h) all areas for entrance signs.”

3. The Declaration is hereby amended, modified, supplemented and changed by deleting Section 8 of ARTICLE I and inserting in lieu thereof the following:

“Section 8. ‘Designated Maintenance Items’ shall mean certain items which are now or in the future located within the Association Easement Areas, but excluding any items maintained by the appropriate governmental authority or any items which, pursuant to the regulations of any governmental authority, are required to be maintained by the Owner of a Lot, as follows:

- a. Plants (including, but not limited to, trees, shrubs, flowers, ground cover and grass), including plants within an Association Easement Area on any Lot after an Owner’s installation thereof.
- b. Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.
- c. Sprinkler and irrigation systems (excluding sprinkler and irrigation systems installed by an Owner).
- d. Signage relating to the operation and identification of the entire Smith Corners located on entry monumentation and signage located elsewhere in Smith Corners utilized as traffic or directional signage to all developments within the Properties, excluding signs relating only to particular buildings or particular areas or developments with the Properties.

- e. Sidewalks, including sidewalks within an Association Easement Area on any Lot after an Owner's installation thereof.
- f. Utility lines, including, but not limited to, electrical, sanitary sewer, storm-water drainage and natural gas lines, which serve or are necessary to the operation of Designated Maintenance Items.
- g. Structural portions of detention ponds, pipes, drains, drainage water lines and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control."

4. The Declaration is hereby amended, modified, supplemented and changed by adding to Section 3 of ARTICLE III an additional sentence as follows:

"If subsequent to the date this Third Supplement is recorded and in reliance on the provisions of this Section 3, Declarant desires to amend the Declaration either (a) without the joinder and consent of the other Owners or (b) utilizing the fifty-one percent (51%) majority this Section 3 provides because Declarant otherwise does not have a sufficient number of the Total Votes to affect such an amendment, Declarant shall not amend this Declaration so as to (i) materially and adversely affect the use of any Lot(s); (ii) materially and adversely increase the financial obligations of the Owner(s) of such Lot(s) beyond what is presently contemplated by the provisions of Article V hereof, or (iii) bring within the scheme of the Declaration, Association Easement Areas (other than as defined in Article I, Section 5 of the Declaration) which do not benefit the Owners as a whole, without the prior written consent of the Owner(s) of such Lot(s) affected by Declarant's amendment. The aforesaid limitation on Declarant's ability to amend the Declaration shall not be construed to prohibit the amendment of the Declaration by an amendment entered into by the Owners with the approval of Declarant pursuant to the provisions of Section 3 of Article X hereof."

5. The Declaration is hereby amended, modified, supplemented and changed by deleting the second sentence of Section 2 of ARTICLE IV and inserting in lieu thereof the following:

"This easement shall be for the purpose of installing (which installation shall be the obligation of Declarant during the period of time that Declarant controls the Association (unless otherwise required by governmental authority) and subsequent thereto, the obligation of the Association if such installation is performed pursuant to the provisions of Article V), maintaining, repairing, replacing, operating and administering Designated Maintenance Items located within Association Easement Areas which have been installed by Declarant or Association or which have been installed by an Owner and for which Association has accepted responsibility in accordance with the provisions of Article VIII."

6. The Declaration is hereby amended, modified, supplemented and changed by deleting the fourth sentence of Section 2 of ARTICLE IV and inserting in lieu thereof the following:

“Unless maintained by Declarant during the period of time that Declarant controls the Association, the Association shall maintain the Designated Maintenance Items which have been installed by Declarant or Association or which have been installed by an Owner and for which Association has accepted responsibility in accordance with the provisions of Article VIII.”

7. The Declaration is hereby amended, modified, supplemented and changed by adding to Section 4 of ARTICLE IV an additional sentence as follows:

“If Declarant has not exercised such right to cause the Association to maintain the Association Easement Areas, Declarant shall maintain the Association Easement Areas in good repair and condition.”

8. The Declaration is hereby amended, modified, supplemented and changed by deleting the third sentence of Section 5 of ARTICLE IV and inserting in lieu thereof the following:

“Declarant reserves the right to extinguish or, with the prior written consent (such consent not to be unreasonably withheld or delayed) of the Owner(s) affected by such modification, modify the herein reserved easements when in its reasonable discretion adequate easements are otherwise not available for the installation of drainage facilities, and/or utility service lines.”

9. The Declaration is hereby amended, modified, supplemented and changed by adding subsection d. to ARTICLE VII, USES AND CONSTRUCTION OF IMPROVEMENTS, Section 1. Specific Prohibited Uses. as follows:

“d. All of Lot 1, less and except that portion of Lot 1 described on Exhibit B attached hereto and incorporated herein by reference, all of lots 6, 7, 8 & 9 of Revised Panos/Smith Hotel Group - Map 2 as shown on map recorded in Map Book 30 at page 427 in the Mecklenburg County Public Registry and the 28.69 Acre Tract (hereinafter collectively referred to as the “Haverty’s Restricted Property”) shall be subject to the following restrictions for a period of fifteen (15) years from the date of recording of this Third Supplement, provided that at all times during such period any of Haverty’s Furniture Companies, Inc. (“Haverty’s”), Sofa Connection, LaZBoy or Ethan Allen, Inc. (“Ethan Allen”), continues to maintain a retail operation with at least 80% of floor space devoted to retail sales on any portion of Lots 6, 7, 8 and 9 of the Revised Map: Except for the operation of Haverty’s, Sofa Connection, LaZBoy and Ethan Allen, no portion of the Haverty’s Restricted Property shall be devoted to: 1) a retail furniture store with 15,000 square feet or more showroom space; or 2) a retail store engaged primarily in the sale of beds or mattresses; or 3) a retail store engaged primarily in the sale of upholstered furniture, including leather covered furniture, without the

prior written consent of Haverty's and Ethan Allen, their successors or assigns, which consent shall not be unreasonably withheld.

The Haverty's Restricted Property shall be held, transferred, sold, conveyed and occupied subject to the above restrictions, which shall run with the Haverty's Restricted Property and shall be binding on all parties owning any rights, title, or interest in the Haverty's Restricted Property or any part thereof, their heirs, successors or assigns.

10. The Declaration is hereby amended, modified, supplemented and changed by deleting the second sentence of Section 2 of ARTICLE VII and inserting in lieu thereof the following:

"Any Lot's use may be further restricted by the Declarant at the time of its sale by the Declarant to the initial Owner thereof, which restrictions may be personal in nature or may run with the Lot so conveyed, and the Declarant and the Association shall have the full right and authority to enforce restrictions applicable to the Lot." After a Lot has been conveyed to the initial Owner by the Declarant, the Lot's use may not be further restricted by the Declarant or the Association without the consent of the then present Owner of the Lot.

11. The Declaration is hereby amended, modified, supplemented and changed by deleting ARTICLE VIII and inserting in lieu thereof the following:

"ARTICLE VIII
MAINTENANCE AND REPLACEMENT OF
ASSOCIATION EASEMENT AREAS

Each Owner of a Lot shall install, at its sole cost and expense, landscaping and sidewalks according to the Final Plans approved in writing by the Architectural Review Committee within the Association Easement Area located on its Lot. Upon such installation, the Association shall maintain, reconstruct, replace, repair, replenish and operate the Designated Maintenance Items located within all Association Easement Areas on the Lot and pay the cost thereof and it and its agents and contractors shall have the full right and authority to go upon such property at any time and from time to time for the purpose of performing the Associations' obligations hereunder in such manner as the Association reasonably deems in the best interest of the development. All maintenance, reconstruction, replacement, repair, replenishment and operation of Designated Maintenance Items located within all Association Easement Areas, whether performed by Declarant or the Association, shall be performed with minimum interference to the business of the Owner on whose Lot the work is being conducted and, except in the case of such Owner's negligence, recklessness or willful misconduct, in which case the Owner shall be responsible for the cost of maintenance and repairs necessitated by Owner's conduct, the Declarant or the Association, as the case may be, shall fully repair all damage to such Owner's Lot following any installation, maintenance or repair at the Declarant's or the Association's, as the case may be, sole cost and expense."

12. RI77 has conveyed to Panos/Smith all of the RI77 Property, as defined in the Declaration, and pursuant to Section 6 of Article I of the Declaration, hereby transfers to Panos/Smith all of its Declarant rights and obligations under the Declaration.
13. Except as amended, modified, supplemented or changed herein, the Declaration shall remain in full force and effect as written.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed under seal by authority duly given by the day and year first above written.

DECLARANT:

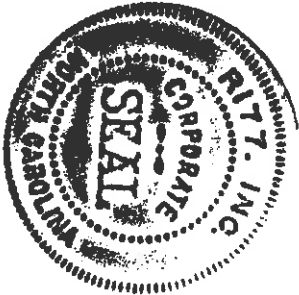
PANOS/SMITH HOTEL GROUP - REAMES ROAD, LLC,
a North Carolina limited liability company

By:  (SEAL)
Manager

ATTEST:


Secretary

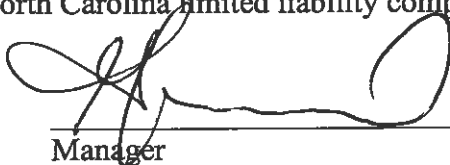
[Corporate Seal]



RI77, INC.,
a North Carolina corporation

By: 
President

SPEEDWAY BOULEVARD, LLC,
a North Carolina limited liability company

By:  (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Margaret A. Ludwick, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 9th day of March, 2000, Greg P. Panos, manager of a limited liability company, personally appeared before me and, being by me duly sworn, said that he is a manager of PANOS/SMITH HOTEL GROUP - REAMES ROAD, LLC, a North Carolina limited liability company, that the statements contained in the foregoing instrument are true, and he acknowledged said instrument to be the duly authorized act and deed of said company.



WITNESS my hand and notarial seal.

Margaret A. Ludwick
Notary Public

My Commission Expires: 3/28/2002

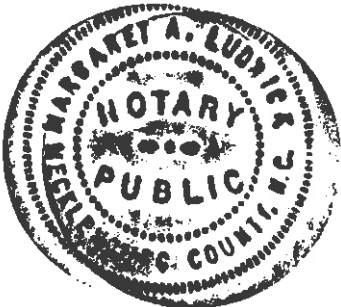
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 9th day of March, 2000, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Greg P. Panos, who, being duly sworn, says that he is _____ President of RI77, Inc., a North Carolina corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Assistant Secretary acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 9th day of March, 2000.

Margaret A. Ludwick
Notary Public

My Commission Expires: 3/28/2002



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Margaret A. Ludwick, a Notary Public in and for the County and State of North Carolina, do hereby certify that on this 9th day of March, 2000, George John Plumides, Susan C. Hall, manager of a limited liability company, personally appeared before me and, being by me duly sworn, said that he is a manager of SPEEDWAY BOULEVARD, LLC, a North Carolina limited liability company, that the statements contained in the foregoing instrument are true, and he acknowledged said instrument to be the duly authorized act and deed of said company.

WITNESS my hand and notarial seal.


Notary Public

My Commission Expires: 3/28/2002

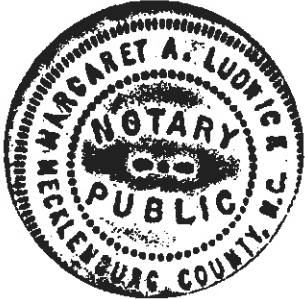


EXHIBIT A

BEGINNING at a point on the westerly 150 foot right-of-way margin of Statesville Road, U.S. Highway 21 and at an existing sanitary sewer manhole, said BEGINNING point being S. 06-04-40 W. 268.11 feet from a concrete monument at the northeasterly corner of the property acquired by Smith Corners, LLC, by Deed recorded in Book 9478, Page 874 in the Mecklenburg County Registry and also being the southeasterly corner of the property of Mark H. Silverman (now or formerly) acquired by Deed recorded in Book 3562, Page 96 in the Mecklenburg County Registry, thence, from said BEGINNING point with the westerly 150.0 foot right-of-way margin of Statesville Road, U.S. Highway 21 S. 06-04-40 W. 1,989.12 feet to a new iron rebar; thence N. 83-37-02 W. 1,246.91 feet to a new iron rebar on the westerly sideline of the said Smith Corners, LLC property acquired in the above-described Deed; thence, with the westerly sideline of said Smith Corners, LLC property two (2) calls and distances as follows: (1) N. 19-24-42 E. 363.78 feet to a concrete monument and (2) N. 21-10-54 E. 150.92 feet to a point; thence, S. 54-14-01 E. 16.21 feet to a point in the centerline of a 15 foot wide sanitary sewer and waterline easement described in instrument recorded in Book 3566, Page 306 in the Mecklenburg County Registry; thence, with the centerline of said 15 foot wide sanitary sewer and waterline easement six (6) calls and distances as follows: (1) N. 72-37-33 E. 283.51 feet to an existing sanitary sewer manhole, (2) N. 57-34-52 E. 234.88 feet to an existing sanitary sewer manhole, (3) N. 32-05-09 E. 591.32 feet to an existing sanitary sewer manhole, (4) N. 34-44-27 E. 506.11 feet to an existing sanitary sewer manhole, (5) N. 26-25-20 E. 230.03 feet to an existing sanitary sewer manhole and (6) N. 70-11-57 E. 92.96 feet to an existing sanitary sewer manhole at the point or place of BEGINNING, being 28.69 acres and shown as Tract 2 of Sketch Plan for Smith Corners, LLC property, dated July 19, 1999 and prepared by Russell Courtney & Associates, Registered Surveyors.

EXHIBIT B

BEGINNING at a point in the northerly margin of the 60 foot right of way of Smith Corners Boulevard, said point being located the following five (5) courses and distances from an existing iron rebar at the intersection of the southerly margin of the 60 foot right of way of Smith Corners Boulevard and the westerly margin of the 150 foot right of way of Statesville Road (US Hwy. 21), said existing iron rebar also marking the northeasterly corner of Lot 2, as shown on map recorded in Map Book 29 at Page 693 in the Mecklenburg County Public Registry: (1) N 82-54-40 W 171.27 feet to a point; (2) N 82-53-11 W 51.23 feet to a point; (3) with the arc of a circular curve to the left having a radius of 200.00 feet, a chord bearing and distance of N 86-10-44 W 22.97 feet, an arc distance of 22.99 feet to a point; (4) N 89-28-17 W 48.39 feet to a point; and (5) crossing the right of way of Smith Corners Boulevard N 00-31-43 E 60.00 feet to the Beginning Point, and running thence from said Beginning Point, N 16-30-14 W 20.76 feet to a point; thence N 04-52-58 E 336.64 feet to a point; thence S 13-07-52 E 371.07 feet to an existing iron rebar in the northerly margin of the 60 foot right of way of Smith Corners Boulevard; thence with the northerly margin of the 60 foot right of way of Smith Corners Boulevard the following three (3) courses and distances: (1) N 82-53-11 W 29.10 feet to a point; (2) with the arc of a circular curve to the left having a radius of 260.00 feet, a chord bearing and distance of N 86-10-44 W 29.87 feet, an arc distance of 29.88 feet to a point; and (3) N 89-28-17 W 48.38 feet to the Point and Place of Beginning, and containing 0.464 acre, as shown on survey entitled "A Revised Record Map Showing 49.314 Acres Total Smith Corners Phase 1, Map 1 (formerly known as Panos/Smith Hotel Group)" dated January 11, 2000, and last revised February 7, 2000 to which survey reference is hereby made for a more particular description of the property.

CONSENT AND JOINDER

WHEREAS, First Charter National Bank (hereinafter referred to as "Beneficiary"), is the owner and holder of certain obligations secured by Deed of Trust recorded in Book 10424 at Page 821 in the Mecklenburg County Public Registry and Robert G. Fox, Jr. is Trustee under said Deed of Trust (hereinafter referred to a "Trustee");

WHEREAS, Trustee and Beneficiary have agreed, at the request of Panos/Smith Hotel Group - Reames Road, LLC to consent to the provisions of the attached Third Supplement to Declaration of Covenants, Conditions and Restrictions for Smith Corners (hereinafter referred to as the "Third Supplement").

NOW, THEREFORE, Trustee and Beneficiary, by joining herein, hereby:

- (1) Consent to the execution, delivery and recordation of the Third Supplement;
- (2) Subordinate the lien of the aforesaid Deed of Trust to the provisions of the Third Supplement with the same effect as if the Third Supplement had been executed, delivered and recorded prior to the execution, delivery and recordation of the Deed of Trust; and
- (3) Agree, notwithstanding the foreclosure of the Deed of Trust (or a conveyance in lieu thereof), that the Third Supplement and all rights therein described shall continue unabated and in full force and effect.

IN WITNESS WHEREOF, the Beneficiary and the Trustee have hereunto set their hands and seals as of this 9th day of March, 2000.

TRUSTEE:

 (SEAL)
Robert G. Fox, Jr., Trustee

BENEFICIARY:

FIRST CHARTER NATIONAL BANK

By: 
Sr. Vice President



STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Crystal D. Troutman, a Notary Public of the County and State aforesaid, hereby certify that Robert G. Fox, Jr., Trustee personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal this 9th day of March, 2000.

Crystal D. Troutman
Notary Public



Commission Expires: 4/12/2000

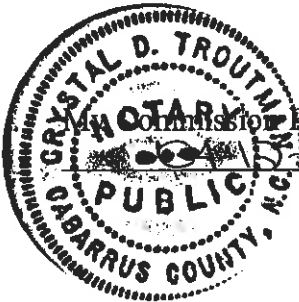
STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

This 9th day of March, 2000, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came L. Eugene Willard, who, being duly sworn, says that he is Sr. Vice President of FIRST CHARTER NATIONAL BANK, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Asst. Secretary acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 9th day of March, 2000.

Crystal D. Ingham
Notary Public



Commission Expires: 4-12-2000

4-12-2000



JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

Filed For Registration: 03/15/2000 10:09 AM
Book: RE 11146 Page: 192-207
Document No.: 2000034218
RESTR 16 PGS \$36.00

Recorder: SERENA ROSS

State of North Carolina, County of Mecklenburg

The foregoing certificate of MARGARET A. LUDWICK , CRYSTAL D. TROUTMAN Notaries are certified to be correct. This 15TH of March 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Pross
Deputy/Assistant Register of Deeds



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