

Doc ID: 008104020018 Type: CRP  
Recorded: 02/10/2004 at 12:36:40 PM  
Fee Amt: \$65.00 Page 1 of 18  
Iredell County, NC  
Brenda D. Bell Register of Deeds  
BK 1524 PG 211-228

**RECORD OF POOR QUALITY DUE TO CONDITION  
OF THE ORIGINAL DOCUMENT  
AMENDED G.S. 161-14**

NORTH CAROLINA

IREDELL COUNTY

*✓ Hold: Mark Childers*

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOODLAND HILLS, SECTION 10  
AND PLATS RECORDED AT MAP BOOK 42, PAGE 9; MAP BOOK 42, PAGE 33; AND  
MAP BOOK 43, PAGE 39**

*18/4*

THIS AMENDMENT is entered into this 15 day of January, 2004, by and between **RYON-WEST DEVELOPERS, LLC**, a North Carolina limited liability company with its principal office and place of business at 215 Crystal Circle, Mooresville, NC 28117 (the "Developer"); **WOODLAND HILLS SECTION 10 HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association"); **SPEAR BUILDERS, INC.**, a North Carolina corporation; **CAROLYN K. AMATANGELO**, a citizen and resident of Iredell County, North Carolina; **JODI R. SIX**, a citizen and resident of Iredell County, North Carolina; **RICHARD A. VOGEL** and wife, **JUSTINE B. VOGEL**, citizens and residents of Wallingford, PA; **INTEGRA BUILDERS, INC.**, a North Carolina corporation; **VICTOR C. BROWN** (unmarried), a citizen and resident of Wilkes County, NC; **NEXHOMES, LLC**, a North Carolina limited liability company; **VASILE LAZAR** and wife, **DOINA LAZAR**, a citizen and resident of Iredell County, NC; **S&L HOMES, INC.**, a North Carolina corporation; **TEGLAND-BROWN CONSTRUCTION, INC.**, a North Carolina corporation; **MARGIE A. IVESTER** (unmarried), a citizen and resident of Mecklenburg County, NC; **KIMBERLY JAMES HOMES, INC.**, a North Carolina corporation; **JERONE J. KADELA** and wife, **BONNIE M. KADELA**, citizens and residents of Cabarrus County, NC; and **KRISTEN A. KADELA** and husband, **MICHAEL PEREZ**, citizens and residents of Iredell County, NC (collectively, the "Lot Owners").

**WITNESSETH:**

**WHEREAS**, Developer has heretofore platted, planned and recorded a certain map of a subdivision of real property owned by Developer in Iredell County, North Carolina known as **WOODLAND HILLS, SECTION 10** (the "Development"), as recorded in the Office of the Iredell County Register of Deeds at Map Book 42, Page 9 (the "Original Map") and revised at

Map Book 42, page 33 (the "First Revised Map")(the Original Map and the First Revised Map are collectively referred to herein as the "Old Maps");

**WHEREAS**, Developer presently retains ownership of certain Lots in the Development and has heretofore conveyed to the Lot Owners certain Lots in the Development, having described said Lots in the respective deeds therefor by reference to the Old Maps, said Lots having been conveyed as follows:

<u>Lot Owner</u>	<u>Lots</u>	<u>Deed Book/Page</u>
Spear Builders, Inc.	#23	1433/2015
Carolyn K. Amatangelo	#25	1478/1479
Jodi R. Six	#24	1501/1514
Richard Vogel <i>et ux.</i>	#10	1435/1258
Integra Builders, Inc.	#17, 20	1441/2551; 1450/1074
Victor C. Brown	#1	1445/489
Nexhomes, LLC	#7, 19	1448/1755; 1448/1763
Lazar Vasile <i>et ux.</i>	#21	1455/109
S&L Homes	#11, 15, 16	1456/2227
Tegland-Brown Construction, Inc.	#2, 3, 4, 5, 6	1459/1389
Margie A. Ivester	#18, 22	1463/2509
Kimberly James Homes, Inc.	#13, 14, 28	1464/2735; 1488/1323
Jerone J. Kadela <i>et ux.</i>	#9	1478/948
Kristen A. Kadela <i>et ux.</i>	#8	1478/973

WHEREAS, the Old Maps depicted certain well lots, together with certain easements appurtenant thereto (the "Old Well Lots"), said Old Well Lots being formerly owned by Hydraulics, Ltd. (successor by merger to Piedmont Water Systems, Inc.);

WHEREAS, since the Development is adequately served by an existing private well lot, rendering the Old Well Lots unnecessary for providing adequate residential water service to the Development, the Old Well Lots have, since the recordation of the Old Maps, been conveyed to Developer by Deed recorded at Book 1441, page 1976 in the Office of the Iredell County Register of Deeds and incorporated into the Development as building Lots and common area as shown upon a revised map of the Development recorded at Map Book 43, page 39 in the Office of the Iredell County Register of Deeds (the "Second Revised Map");

WHEREAS, an additional revised map of the Development has now been recorded at Map Book 44, page 35 (the "Third Revised Map"), whereupon the area formerly depicted upon the Old Maps and the Second Revised Map as "Lot 26 Common Open Space" has now been replatted as a buildable residential Lot, due to a recent change in the "open space" requirements of the Iredell County Subdivision Ordinance;

WHEREAS, the Developer, the Association and the Lot Owners desire now to enter into this Agreement to reflect the permanent release, relinquishment, quitclaim and termination of any and all restrictions, requirements, servitudes, easements, licenses or obligations of any and every kind previously imposed upon the Well Lots that purported to restrict the use of the Well Lots to the installation and use of residential water wells to serve the Lots in the Development,

and desire to relinquish, quitclaim and terminate any and all easements appurtenant to their respective Lots in the Development regarding the use of, and access to, the Old Well Lots;

WHEREAS, the Developer, the Association and the Lot Owners further desire to permanently release, relinquish, quitclaim and terminate any and all restrictions, requirements, servitudes, easements, licenses or obligations of any and every kind previously imposed upon the property described and depicted as Lots 21, 28, 26, and 27 on the Third Revised Map that purported to restrict the use of the said Lots to common areas or open space for the Development, and desire to relinquish, quitclaim and terminate any and all easements appurtenant to their respective Lots in the Development regarding the use of, and access to, the said former common areas;

NOW, THEREFORE, in consideration of One Dollar, the mutual premises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each and all of the parties hereto, the Developer, the Association and the Lot Owners, for themselves, their heirs, successors and assigns, do hereby agree as follows:

1. Any and all restrictions, requirements, or obligations set forth upon any deed, map or other instrument heretofore recorded in the Office of the Iredell County Register of Deeds that imposed, or purported to impose, either expressly or implicitly, upon the Well Lots a use restriction, servitude, easement, license or requirement of any kind restricting or limiting the use of the Well Lots to the installation and use of residential water wells to serve the Lots in the Development, together with all easements appurtenant to all Lots in the Development regarding said use, are hereby permanently terminated, waived, cancelled, quitclaimed and relinquished and shall upon recordation of this Amendment be deemed of no further force and effect whatsoever.

2. Any and all restrictions, requirements, or obligations set forth upon any deed, map or other instrument heretofore recorded in the Office of the Iredell County Register of Deeds that imposed, or purported to impose, either expressly or implicitly, upon the property described and depicted as Lots 21, 28, 26, and 27 on the Third Revised Map a restriction, servitude, easement, license, requirement or limitation upon the use of said Lots to common areas or open space for the Development, together with all easements appurtenant to all Lots in the Development regarding said use, are hereby permanently terminated, waived, cancelled, quitclaimed and relinquished and shall upon recordation of this Amendment be deemed of no further force and effect whatsoever.

3. The Declaration of Covenants, Conditions and Restrictions for Section 10 of Woodland Hills, as recorded in Book 1433, page 1937 in the Office of the Iredell County Register of Deeds, as same may be amended or supplemented from time to time (the "Declaration"), is hereby amended and supplemented to the extent necessary to give effect to the intent of the parties hereto in entering into this Amendment, and the Declaration, as amended and supplemented hereby, is hereby imposed and effective upon, and shall run with the title to, all of the Lots in the Development, as platted, planned and depicted upon the First Revised Map and

the Third Revised Map. In the event of a conflict between the contents of the Declaration and the contents of this Amendment, the contents of this Amendment shall control.

4. The parties hereto further acknowledge and agree that the Third Revised Map supercedes and replaces in its entirety the Second Revised Map and amends the First Revised Map, and henceforth from the date of recordation of this Amendment, all documents or instruments of record encumbering, conveying or otherwise affecting title to any of the Lots in the Development shall refer to the Book and Page numbers of the Third Revised Map (Book 44, Page 35) and the First Revised Map (Book 42, Page 33) in the property descriptions thereof.

IN WITNESS WHEREOF, the parties have set forth their respective duly authorized signatures hereinbelow effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DEVELOPER:**

~~RYON-WEST DEVELOPERS, LLC, a North Carolina limited liability company~~

By: \_\_\_\_\_  
Michael L. Ryon, Manager

By: \_\_\_\_\_  
John P. West, Manager

**LOT OWNERS:**

~~SPEAR BUILDERS, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President

\_\_\_\_\_  
~~CAROLYN K. AMATANGELO~~

\_\_\_\_\_  
~~JODI R. SEX~~

\_\_\_\_\_  
~~RICHARD A. VOGEL~~

\_\_\_\_\_  
~~JUSTINE B. VOGEL~~

the Third Revised Map. In the event of a conflict between the contents of the Declaration and the contents of this Amendment, the contents of this Amendment shall control.

4. The parties hereto further acknowledge and agree that the Third Revised Map supercedes and replaces in its entirety the Second Revised Map and amends the First Revised Map, and henceforth from the date of recordation of this Amendment, all documents or instruments of record encumbering, conveying or otherwise affecting title to any of the Lots in the Development shall refer to the Book and Page numbers of the Third Revised Map (Book 44, Page 35) and the First Revised Map (Book 42, Page 33) in the property descriptions thereof.

IN WITNESS WHEREOF, the parties have set forth their respective duly authorized signatures hereinbelow effective this 15 day of January, 2004.

DEVELOPER:

RYON-WEST DEVELOPERS, LLC, a North Carolina limited liability company

X By: Michael L. Ryon  
Michael L. Ryon, Manager

X By: John F. West  
John F. West, Manager

LOT OWNERS:

~~SPEAR BUILDERS, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President

x Carolyn K. Amatangelo  
CAROLYN K. AMATANGELO

x Jodie R. Six  
JODIE R. SIX

\_\_\_\_\_  
RICHARD A. VOGEL

\_\_\_\_\_  
JUSTINE B. VOGEL

the Third Revised Map. In the event of a conflict between the contents of the Declaration and the contents of this Amendment, the contents of this Amendment shall control.

4. The parties hereto further acknowledge and agree that the Third Revised Map supercedes and replaces in its entirety the Second Revised Map and amends the First Revised Map, and henceforth from the date of recordation of this Amendment, all documents or instruments of record encumbering, conveying or otherwise affecting title to any of the Lots in the Development shall refer to the Book and Page numbers of the Third Revised Map (Book 44, Page 35) and the First Revised Map (Book 42, Page 33) in the property descriptions thereof.

IN WITNESS WHEREOF, the parties have set forth their respective duly authorized signatures hereinbelow effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DEVELOPER:**

~~RYON WEST DEVELOPERS, LLC, a North Carolina limited liability company~~

By: \_\_\_\_\_  
Michael L. Ryon, Manager

By: \_\_\_\_\_  
John P. West, Manager

**LOT OWNERS:**

~~SPEAR BUILDERS, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President

~~CAROLYN K. AMATANGELO~~

~~JODI R. SIX~~

Richard A. Vogel  
RICHARD A. VOGEL

Justine B. Vogel  
JUSTINE B. VOGEL

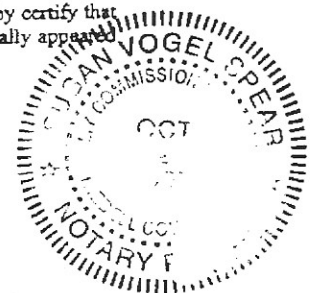
NORTH CAROLINA  
Franklin COUNTY

I, Sharon Vogel Spear, a Notary Public of Franklin County, North Carolina, do hereby certify that Richard A. Vogel and wife, Justine B. Vogel, citizens and residents of Wallingford, Pennsylvania, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24 day of July, 2004

Sharon Vogel Spear  
Notary Public

My Commission Expires: October 2, 2007



INTEGRA BUILDERS, INC., a North Carolina corporation ✓

By: [Signature]  
President

VICTOR C. BROWN

X NEXHOMES, LLC, a North Carolina limited liability company ✓

By: [Signature]  
Member/Manager

By: [Signature]  
Member/Manager

VASILE LAZAR

DOINA LAZAR

~~S & L HOMES, INC., a North Carolina corporation~~

By: [Signature]  
~~President~~

X TEGLAND-BROWN CONSTRUCTION, INC., a North Carolina corporation ✓

By: [Signature]  
President

~~INTEGRA BUILDERS, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President

\_\_\_\_\_  
~~VICTOR C. BROWN~~

~~NEXHOMES, LLC, a North Carolina limited liability company~~

By: \_\_\_\_\_  
Member/Manager

By: \_\_\_\_\_  
Member/Manager

\_\_\_\_\_  
~~VASILE LAZAR~~

\_\_\_\_\_  
~~DOINA LAZAR~~

~~S & L HOMES, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President

~~TEGLAND-BROWN CONSTRUCTION, INC., a North Carolina corporation~~

By: \_\_\_\_\_  
President



X Margie A. Ivester ✓  
MARGIE A. IVESTER

~~KIMBERLY JAMES HOMES, INC., a  
North Carolina corporation~~

By: [Signature]  
~~President~~

X Jerome J. Kadela  
JEROME J. KADELA

X Bonnie M. Kadela ✓  
BONNIE M. KADELA

X Kristin A. Kadela  
KRISTIN A. KADELA

X [Signature]  
MICHAEL PEREZ

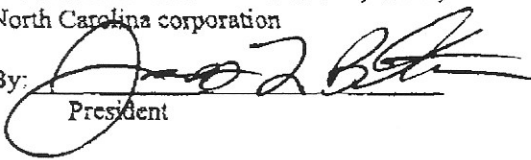
ASSOCIATION:

WOODLAND HILLS SECTION 10  
HOMEOWNERS ASSOCIATION, INC., ✓  
a North Carolina non-profit corporation

X By: [Signature]  
President

~~MARGIE A. IVESTER~~

~~KIMBERLY JAMES HOMES, INC., a  
North Carolina corporation~~

By:   
~~President~~

~~JERONE J. KADELA~~

~~BONNIE M. KADELA~~

~~KRISTIN A. KADELA~~

~~MICHAEL PEREZ~~

~~ASSOCIATION:~~

~~WOODLAND HILLS SECTION 10  
HOMEOWNERS ASSOCIATION, INC.,  
a North Carolina non-profit corporation~~

By: \_\_\_\_\_  
~~President~~

NORTH CAROLINA  
MCKENNA COUNTY

I, SHERI WOODLEY, a Notary Public of MCKENNA County, North Carolina, do hereby certify that Michael L. Ryon, manager of Ryon-West Developers, LLC and John F. West, manager of Ryon-West Developers, LLC a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004.

Sheri Woodley  
Notary Public



My Commission Expires: May 22, 2004

NORTH CAROLINA  
MCKENNA COUNTY

I, SHERI WOODLEY, a Notary Public of MCKENNA County, North Carolina, do hereby certify that May Spakky, president of Spear Builders, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004.

Sheri Woodley  
Notary Public



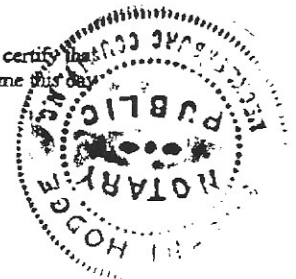
My Commission Expires: May 22, 2004

NORTH CAROLINA  
MCKENNA COUNTY

I, SHERI WOODLEY, a Notary Public of MCKENNA County, North Carolina, do hereby certify that Carolyn K. Amatangelo, a citizen and resident of Iredell County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23<sup>rd</sup> day of January, 2004.

Sheri Woodley  
Notary Public



My Commission Expires: May 22, 2004

NORTH CAROLINA  
McKENNA COUNTY

I, SHERRI HODGE, a Notary Public of McKENNA County, North Carolina, do hereby certify that Jodi R. Six, a citizen and resident of Iredell County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23<sup>RD</sup> day of January, 2004

Sherri Hodge  
Notary Public



My Commission Expires: May 22, 2007

NORTH CAROLINA  
~~COUNTY~~

~~I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that Richard A. Vogel and wife, Justine B. Vogel, citizens and residents of Wallingford, Pennsylvania, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_~~

~~\_\_\_\_\_  
Notary Public~~

~~My Commission Expires:~~

NORTH CAROLINA  
McKENNA COUNTY

I, SHERRI HODGE, a Notary Public of McKENNA County, North Carolina, do hereby certify that Tom Brackley, president of Integra Builders, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 21<sup>ST</sup> day of January, 2004.

Sherri Hodge  
Notary Public



My Commission Expires: May 22, 2007

NORTH CAROLINA  
NICKLEBURGH COUNTY

I, SHERRI HODGE, a Notary Public of NICKLEBURGH County, North Carolina, do hereby certify that Victor C. Brown, a citizen and resident of Wilkes County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004

Sherri Hodge  
Notary Public

My Commission Expires: May 22, 2007



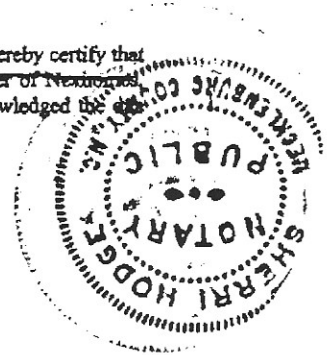
NORTH CAROLINA  
NICKLEBURGH COUNTY

I, SHERRI HODGE, a Notary Public of NICKLEBURGH County, North Carolina, do hereby certify that Paraford LLC, member/manager of Nexhomes, LLC and \_\_\_\_\_, member/manager of Nexhomes LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004

Sherri Hodge  
Notary Public

My Commission Expires: May 22, 2007



NORTH CAROLINA  
NICKLEBURGH COUNTY

I, SHERRI HODGE, a Notary Public of NICKLEBURGH County, North Carolina, do hereby certify that Vasile Lazar and wife, Doina Lazar, citizens and residents of Iredell County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004.

Sherri Hodge  
Notary Public

My Commission Expires: May 22, 2007



NORTH CAROLINA  
MECKLENBURG COUNTY

I. Frank W. Williams a Notary Public of Mecklenburg County, North Carolina, do hereby certify that Mark Williams, president of S & L Homes, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 15 day of Jan, 2004  
I. Frank Williams  
Notary Public

My Commission Expires: Notary Public, Mecklenburg County, NC  
My Commission Expires August 3, 2007

NORTH CAROLINA  
MECKLENBURG COUNTY

I. Sherri Hodges a Notary Public of Mecklenburg County, North Carolina, do hereby certify that Maki Williams, president of Tegland-Brown Construction, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004  
Sherri Hodges  
Notary Public

My Commission Expires:



NORTH CAROLINA  
MECKLENBURG COUNTY

I. Sherri Hodges a Notary Public of Mecklenburg County, North Carolina, do hereby certify that Margie A. Ivester, a citizen and resident of Mecklenburg County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004  
Sherri Hodges  
Notary Public

My Commission Expires: Nov 22, 2007



NORTH CAROLINA  
~~MECKLENBURG~~ COUNTY

I, ~~Frankie R. Wiley~~, a Notary Public of ~~Mecklenburg~~ County, North Carolina, do hereby certify that ~~Kimberly James Homes, Inc.~~, a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.

Witness my hand and official seal, this the ~~15~~<sup>15<sup>th</sup></sup> day of ~~April~~<sup>April</sup>, 2004

~~Frankie R. Wiley~~  
Notary Public

My Commission Expires: ~~April 22, 2007~~

Notary Public, Mecklenburg County, NC  
My Commission Expires August 3, 2007

NORTH CAROLINA  
~~MECKLENBURG~~ COUNTY

I, ~~Sherri Hodges~~, a Notary Public of ~~Mecklenburg~~ County, North Carolina, do hereby certify that Jerone J. Kadola and wife, Bonnie M. Kadola, citizens and residents of Cabarrus County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ~~23<sup>rd</sup>~~<sup>23<sup>rd</sup></sup> day of ~~January~~<sup>January</sup>, 2004

~~Sherri Hodges~~  
Notary Public

My Commission Expires: ~~April 22, 2007~~



NORTH CAROLINA  
~~MECKLENBURG~~ COUNTY

I, ~~Sherri Hodges~~, a Notary Public of ~~Mecklenburg~~ County, North Carolina, do hereby certify that Kristen A. Kadola and husband, Michael Perez, citizens and residents of Iredell County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ~~28<sup>th</sup>~~<sup>28<sup>th</sup></sup> day of ~~January~~<sup>January</sup>, 2004

~~Sherri Hodges~~  
Notary Public

My Commission Expires: ~~April 22, 2007~~



NORTH CAROLINA  
Mecklenburg COUNTY

J. Francisco L. Wiley Notary Public of Mecklenburg County, North Carolina, do hereby certify that Guy D. Smith, president of S & L Homes, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.



Witness my hand and official seal, this the 15 day of Jan, 2004

J. Francisco L. Wiley  
Notary Public

Notary Public, Mecklenburg County, NC  
My Commission Expires August 3, 2007

~~I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_, president of Tejjand-Brown Construction, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.~~

~~Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

~~Notary Public~~

~~My Commission Expires:~~

~~NORTH CAROLINA  
\_\_\_\_\_ COUNTY~~

~~I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that Margie A. Lester, a citizen and resident of Mecklenburg County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

~~Notary Public~~

~~My Commission Expires:~~



NORTH CAROLINA  
Mecklenburg COUNTY

I, Frankie L. Wiley a Notary Public of Mecklenburg County, North Carolina, do hereby certify that James L. Blanton president of Kimberly James Homes, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company as its duly authorized act.



Witness my hand and official seal, this the 15 day of Jan, 2004.

Frankie L. Wiley  
Notary Public

Notary Public, Mecklenburg County, NC  
My Commission Expires August 3, 2007

NORTH CAROLINA  
Mecklenburg COUNTY

I, [Signature] a Notary Public of [Signature] County, North Carolina, do hereby certify that Jerome J. Kadela and wife, Bonnie M. Kadela, citizens and residents of Cabarrus County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the    day of   , 20  .

[Signature]  
Notary Public

My Commission Expires:   

NORTH CAROLINA  
Mecklenburg COUNTY

I, [Signature] a Notary Public of [Signature] County, North Carolina, do hereby certify that Kristen A. Kadela and husband, Michael Perez, citizens and residents of Iredell County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the    day of   , 20  .

[Signature]  
Notary Public

My Commission Expires:

NORTH CAROLINA  
DECK COUNTY

I, SHERRI HODGE, a Notary Public of DECK County, North Carolina, do hereby certify that Michael RUEL, president of WOODLAND HILLS SECTION 10 HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation as its duly authorized act.

Witness my hand and official seal, this the 21<sup>st</sup> day of January, 2004

Sherri Hodge  
Notary Public



My Commission Expires: May 22, 2007

NORTH CAROLINA  
IREDELL COUNTY

The foregoing certificate(s) of Sherri Hodge & Frankie & Wiley

, Notary Public in the counties aforesaid, is/are certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Iredell County, North Carolina, in Book 1587 page 211.

This 10<sup>th</sup> day of Feb A.D., 2004 at 12:30 o'clock P. M.

Brenda D Bell  
REGISTER OF DEEDS

By: Joyce R Bess  
Deputy Assistant Register of Deeds