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 Caldwell County, NC
 Lois Greene Register of Deeds
BK 1479 PG 178-181

BOATSLIP CORRECTION AGREEMENT

STATE OF NORTH CAROLINA
CALDWELL COUNTY

DRAWN BY:  KIRBY KEPFORD, ATTORNEY, HICKORY, NC

THIS BOATSLIP CORRECTION AGREEMENT ("Correction Agreement") is made by and between Lake Norman Properties, Inc. (hereinafter referred to as "Lake Norman") and Ernest G. Faison III and wife, Nancy D. Faison (hereinafter referred to as "Lot Owner").

Statement of Purpose

- A. Lake Norman is the Declarant under the Declaration of Covenants, Conditions and Restrictions – Anchors Landing Subdivision, recording in Book 1239, Page 100 and 107, Caldwell County Registry and as shown in Book 1405, Page 1718 and 1728, Caldwell County Registry (collectively, the "Declaration").
- B. Lot Owner is the owner of Lot No. 169 of Anchors Landing Subdivision, Section Six, as shown on map recorded in Plat Book 20 at Pages 156-160, Caldwell County Registry (the "Lot"). Lake Norman conveyed the Lot to Lot Owner by deed recorded in Book 1407, Page 623, Caldwell County Registry (the "Deed"), together with, as an appurtenance to the Lot, the exclusive right to use Boatslip No. 13B as described in Book 1405, Page 730, Caldwell County Registry. Lake Norman now wishes to change the designation of Boatslip No. 13B to 27 as described in Book 1405, Page 730, Caldwell County Registry, by transferring to Lot Owner the exclusive right to use the Boatslip No. 27; and, in consideration for Lake Norman's changing of the designation from Boatslip No. 13B to 27, Lot Owner has agreed to transfer simultaneously to Lake Norman, as Declarant under the Declaration, all of Lot Owner's right, title and interest in and to Boatslip No. 13B to the same extent as if it never been designated in the Deed.

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NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to change the designation of the Boatslip appurtenant to the Lot as set forth in the Deed, Lot Owner does hereby transfer to Lake Norman, as Declarant, all of Lot Owner's right, title and interest in and to the Boatslip No. 13B, and Lake Norman, as Declarant, does hereby transfer to Lot Owner, as an appurtenance to the Lot, the exclusive right to use the Boatslip No. 27, all as described in the Declaration, and subject to the provisions of the Declaration.

TO HAVE AND TO HOLD all Lot Owner's right, title and interest in and to the Boatslip No. 13B unto Lake Norman and Lake Norman's successors and assigns, and all privileges thereto belonging, as Declarant under the Declaration, upon the terms and conditions and for the uses set forth in the Declaration.

TO HAVE AND TO HOLD the right to use the Boatslip No. 27, as an appurtenance to the Lot, unto the Lot Owner, its heirs, successors and assigns, and all privileges thereto belonging, upon the terms and conditions and for the uses set forth in the Declaration.

Lot Owner covenants with Lake Norman that Lot Owner has done nothing to impair such right, title and interest in and to the Boatslip No. 13B as Lot Owner received from Lake Norman, and Lot Owner will warrant and defend Lot Owner's right, title, and interest in and to the Old Boatslip against the lawful claims of all persons claiming by, under or through Lot Owner.

IN WITNESS WHEREOF, Lake Norman has caused this Boatslip Correction Agreement to be signed in its corporate name by its duly authorized officers by authority of the Board of Directors, and Lot Owner has set their hands and seals.

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LAKE NORMAN PROPERTIES, INC.

BY: *Steve A. Collins*
President

LOT OWNERS:

Ernest G. Faison III (SEAL)

Ernest G. Faison III

Nancy D. Faison (SEAL)

Nancy D. Faison

STATE OF NORTH CAROLINA
COUNTY OF *Mecklenburg*

I, *Jill M. Mazzotta*, the undersigned Notary Public, certify that *Ernest G. Faison III and Nancy D. Faison* personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand

and official stamp or seal, this *27* day of *October*, 2003.

Jill M. Mazzotta
Notary Public
My Commission Expires: *Nov 16, 2003*



STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, certify that Ernest G. Faison III and Nancy D. Faison, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

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STATE OF NORTH CAROLINA
COUNTY OF Duham

I, Maxine W. Turner the undersigned Notary Public, certify that
Rita A. Collins, personally came before me this
day and acknowledged that he is the President of Lake Norman Properties,
Inc., a North Carolina or corporation and that by authority duly given and as the
act of such entity, he signed the foregoing instrument in its name on its behalf as
its act and deed. Witness my hand and official stamp or seal, this 10 day of

November 2003
Maxine W. Turner

Notary Public

My Commission Expires: 6-20-2008

Maxine W. Turner
Notary Public, State of N.C.
Union County
Expires: June 20, 2008

NORTH CAROLINA
CALDWELL COUNTY

THE CERTIFICATE OF:

J. M. Mazziotto, and
Maxine W. Turner, Notary Public
IS CERTIFIED TO BE CORRECT.

LOIS GREENE, REGISTER OF DEEDS

BY: Julia Wilson