

PREPARED BY: WILLIAM E. McFIFINS, JR.
ATTORNEY-AT-LAW
P.O. BOX 1300
ROBBINSVILLE, NC 28771

133-669

STATE OF NORTH CAROLINA

COUNTY OF GRAHAM

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, TERMS AND CONDITIONS made and entered into
this the 28th day of OCTOBER, 1988 by;

CROSS CREEK PROPERTIES
A North Carolina General Partnership
Owner and Developer of Cross Creek Properties

W I T N E S S E T H :

WHEREAS, said Developer is the owner and developer of a subdivision known as Cross Creek Properties, in Cheoah Township, Graham County, North Carolina, and intends to deed and convey many lots from said subdivision subject to the specific covenants, restrictions, reservations, terms and conditions hereafter set out; and

WHEREAS, said Developer or the Assignor or said Developer previously recorded in the Office of the Register of Deeds of Graham County, a DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS and two amendments thereto, said original Restrictive Covenants being recorded at Deed Book 121, at Page 265 and the amendments thereto being recorded at Deed Book 122, at Page 731 and Deed Book 125, at Page 169, Graham County Registry; and

WHEREAS, it being the intent of the Developer to publish and adopt the following set of Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions for that residential subdivision known as Cross Creek Property and burdening that real property as hereinafter set forth and it being the further intent of said Developer to incorporate herein by reference those previous Restrictive Covenants and amendments to said Restrictive Covenants as hereinbefore stated and to further add Covenant Numbered 20, to those Restrictive Covenants as previously adopted.

WHEREAS, the following covenants, restrictions, easements, reservations, terms and conditions are designed for the mutual benefit of the Developer and the respective owners of said lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that said Developer, for full value received, and in consideration of the obligations of said Developer to subsequent purchasers, does hereby adopt, publish and declare the following covenants, restrictions, easements, reservations, terms and conditions as effective immediately as covenants running with the land and binding upon all persons hereinafter claiming under Developer until amended or terminated as provided hereunder or by operation of law, to-wit:

1. These covenants shall apply to all lots sold from the following described land:

PARCEL NO. 1:

BEING that certain tract or parcel of land lying in Cheoah Township, Graham County, North Carolina, and being more particularly described on that plat of survey drawn by TPC and approved by James T. Herron RLS 1-907, 5/18/82, and being more particularly described as follows:

BEGINNING at a point in the center of North Carolina State Road 11142 and runs thence with the 1817 contour line the following courses and distances:
S41-14-27W 34.14 feet, S18-49-28W 28.80 feet, S01-19-31E 19.98 feet,
S10-23-35W 68.58 feet, S21-24-58W 66.36 feet to a monument; thence N48-14-43W and crossing a 10 foot dirt road 94.61 feet to an iron found; thence S89-41-42W 138.72 feet to an iron found; thence S25-21-33W 54.50 feet to a point, said point being set in the line of that 350 foot Nantahala Power & Light Company transmission easement; thence S25-21-33W 135.44 feet to an iron

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found; thence, S25-43-14E 269.12 feet to an iron found; thence N83-49-27W 126.88 feet to an iron found; thence N84-21-46W 73.45 feet to a monument; thence N84-29-55W 884.87 feet to a monument, said monument being a corner common to Tapoca, Inc.; thence with the line of Tapoca, Inc., the following courses and distances: N00-30-11E 19.00 feet to a monument, N44-37-55W 94.96 feet to a monument, S87-19-07W 25.49 feet to a monument, S12-46-46E 80.55 feet to a monument, said monument being a corner common to that property owned by the U.S.F.S. and in the line of that property owned by Tapoca, Inc.; thence with the line of the U.S.F.S. N85-44-24W 676.36 feet to a monument; thence N85-44-24W 107.54 feet to a point, said point being set S10-49-22E 3.99 feet from a 6-inch sourwood on a ridge; thence with said ridge top the following courses and distances: N10-49-22W 178.63 feet, N21-04-26W 197.73 feet, N51-55-33W 284.92 feet to a monument, said monument being set in the line of the U.S.F.S.; thence with the line of the U.S.F.S. and a ridge top the following courses and distances: N22-02-22E 20.52 feet to an iron found; N07-46-04E 199.90 feet to a 24-inch black oak, N13-11-39W 211.82 feet to a 30-inch black oak, N08-09-43W 175.90 feet to a 20-inch black oak, N03-53-07E 123.18 feet to a 15-inch dead oak, N12-53-17E 201.77 feet to a 20-inch black oak, said point being a corner common to that property owned by the U.S.F.S. and that property owned by Hill; thence with the line of Hill and said ridge, the following courses and distances: N62-06-23E 177.98 feet to a monument, N57-49-48E 104.81 feet to an iron found; N81-45-38E 296.16 feet to an iron found, S66-28-14E 88.41 feet to an iron found, S59-50-35E 248.82 feet to an iron found, N86-10-56E 132.29 feet to a monument, N88-18-35E 115.74 feet to a point set in a fence line, N87-47-39E 72.15 feet to a point, S73-09-33E 187.30 feet to a point, S37-14-26E 138.29 feet to an iron, S10-12-46W 453.26 feet to an iron set, N46-12-02E 836.81 feet and passing an iron at 793.09 feet to a point in the center of NCSR #1142; thence with the center of NCSR #1142 the following courses and distances: R. 324.60/L. 152.08 feet to a point, S30-57-29E 1053.94 feet to the BEGINNING. Containing 73.842 acres more or less.

FOR SOURCE OF TITLE, see Deed Book 36 at Page 94 and Deed Book 33 at Page 500, Graham County Registry,

PARCEL NO. 2:

Being that certain tract or parcel of real property being more particularly described on that plat of survey as drawn by Allen Stevenson and approved by Kenneth O. Pankow, R187-2257, dated the 21st day of September, 1988, and recorded at Plat Book 5, at Page 243, Graham County Registry.

BEGINNING at a concrete monument located on a ridge being a corner common to Perkins and the U.S. Forest Service, Corner No. 8 Tract 1047; and runs thence, along a ridge and a line common to Perkins,
 S. 51-55-33 E. 284.92 feet to a point; thence,
 S. 21-04-26 E. 197.73 feet to a point; thence,
 S. 10-49-22 E. 178.63 feet, passing a six inch sourwood at 174.64 feet to a point in the line of U.S. Forest Service; thence, along a line common to said USFS tract,
 N. 83-44-41 W. 753.49 feet to a monument, being a corner common to Turner, USFS and Tapoca, Inc., thence along a line common to Tapoca, Inc.,
 N. 63-28-54 W. 47.91 feet to a monument; thence,
 N. 73-54-41 W. 44.93 feet to a monument; thence,
 N. 88-07-22 W. 26.76 feet to a monument; thence,
 S. 80-58-55 W. 33.19 feet to a monument; thence,
 S. 75-43-05 W. 40.24 feet to a monument; thence, being a corner common to Turner, Tapoca, Inc., and USFS Tract No. 1047I; thence, along a line common to said USFS tract,
 N. 83-33-30 W. 192.62 feet to a monument on a ridge; thence, along said ridge,
 N. 00-20-38 W. 289.82 feet to a monument; thence,
 N. 18-50-11 E. 273.73 feet to a monument; thence,
 S. 74-59-08 E. 178.04 feet to a monument; thence,
 N. 88-33-16 E. 77.29 feet to a monument; thence,
 N. 84-09-03 E. 173.97 feet to a monument; thence,
 S. 61-33-05 E. 209.97 feet to a monument; thence,
 S. 84-23-36 E. 102.99 feet to the BEGINNING.

Containing 12,250 acres,

PARCEL NO. 3:

Being that certain tract or parcel of real property lying in Cheoah Township, Graham County, North Carolina, and being more particularly described on that plat of survey drawn by Alan C. Carver, R.S. L-2969 dated April of 1988 and being more particularly described as former U.S.A. Tract N-736-a and being more particularly described as a portion of U.S. Forest Service Tract 1047-1 to be exchanged to Cross Creek Properties and said plat of survey being recorded at Plat Book 5, at Page 245, Graham County Registry, reference being made to said plat of survey for a more accurate description of said real property and said real property being more particularly described as follows:

Beginning on a standard U.S. Forest Service aluminum pipe, said standard U.S. Forest Service aluminum pipe being set in the line of Cross Creek Properties and being set in the line of that parcel of real property being designated as former U.S. Forest Service Tract 1047-o and runs thence in the line of that parcel of property designated as former U.S. Forest Service Tract 1047-o 532-37-47W 42.72 feet to a point, said point being in the 1817 foot Contour line of Lake Santeetlah; thence with the 1817 foot Contour line of Lake Santeetlah the following courses and distances: N55-26-41W 12.82 feet, N71-34-16W 35.13 feet, N79-03-59W 39.67 feet, S81-57-16W 64.09 feet, S49-01-01W 23.88 feet, S32-44-03W 28.19 feet, S36-08-50W 37.43 feet, S35-37-46W 38.58 feet, S30-15-11W 55.05 feet, S21-15-05W 54.72 feet, S06-14-51W 34.85 feet, S00-00-31W 29.37 feet, S00-09-29E 32.70 feet, S14-48-51W 36.43 feet, S25-16-56W 34.06 feet, S33-16-51W 24.17 feet, S48-12-31W 31.00 feet, S81-27-21W 30.58 feet, N69-44-01W 28.81 feet, N39-07-03W 12.23 feet, N03-24-16W 33.43 feet, N02-15-55E 40.53 feet, N14-45-42W 40.55 feet, N23-14-21W 35.16 feet, N52-59-37W 39.34 feet, N68-47-59W 39.58 feet, N10-24-15W 20.52 feet, N05-04-30W 45.88 feet, N04-52-49W 29.23 feet, N15-43-18W 25.00 feet, N51-42-51W 24.17 feet to a point, said point being set in the 1817 foot Contour line and said point being further designated as Corner 18A of U.S.A. Tract 1047-1; thence in the line of U.S.A. Tract 1047-1 N53-25-38E 220.42 feet and passing a set standard U.S. Forest Service aluminum pipe in the line at 32.16 feet to Corner No. 15 of U.S.A. Tract 1047-1, said Corner being a corner common to Cross Creek Properties; thence with the line of Cross Creek Properties S83-41-17E 194.33 feet to a standard U.S. Forest Service aluminum pipe; thence with the line of Cross Creek Properties and the 1827 foot Contour line as per Carolina Aluminum Co. Datum the following courses and distances: N79-02-11E 38.52 feet, N76-30-15E 33.14 feet to a standard U.S. Forest Service aluminum pipe, S88-10-30E 26.75 feet to a standard U.S. Forest Service aluminum pipe, S73-55-11E 44.96 feet to a standard U.S. Forest Service aluminum pipe, S62-39-46E 47.73 feet to the Beginning. Containing 2.34 acres more or less.

PARCEL NO 4:

Being that certain tract or parcel of real property lying in Cheoah Township, Graham County, North Carolina, and being more particularly described on that plat of survey drawn by Allen Stevenson and approved Kenneth Parkow RLSL-2565, dated 9/1/88 and being more particularly described as former U.S.F.S. Tract No. 1047-o exchange property to Cross Creek Properties, Inc. and being more particularly described at Plat Book 5, at Page 242, Graham County Registry, reference being made to said plat of survey for a more accurate description of said real property and said plat of survey being incorporated herein by reference and said real property being more particularly described as follows:

BEGINNING on a point, said point being a corner common to that parcel of property being known as the former U.S.F.S. Tract No. 1047-1 and runs thence with the line of Cross Creek Properties, Inc. the following courses and distances: S. 81-07 E. 861.03 feet to a standard U.S.F.S. aluminum pipe, S. 83-06 E. 676.36 feet to a standard U.S.F.S. aluminum pipe, N. 10-09 W. 80.56 feet to a standard U.S.F.S. aluminum pipe, N. 89-57 E. 25.49 feet to a standard U.S.F.S. aluminum pipe S. 42-00 E. 94.96 feet to a standard U.S.F.S. aluminum pipe, S. 11-08 W. 19.00 feet to a standard U.S.F.S. aluminum pipe, S. 81-52 E. 886.06 feet to a concrete monument; thence S. 45-25 E. 185.86 feet to a concrete monument, said concrete monument being set in the 1817 foot contour line of Santeetlah Lake; thence with the 1817 foot contour line of Santeetlah Lake the following courses and distances: S. 51-32 W. 93.20 feet, N. 78-28 W. 41.00 feet, N. 59-51 W. 38.41 feet, N. 41-28 W. 32.50 feet, N. 72-22 W. 36.00 feet, N. 83-10 W. 55.73 feet, N. 55-35 W. 62.54 feet, S. 63-05 W. 50.71 feet, N. 89-24 W. 42.82 feet, N. 67-38 W. 50.67 feet, N. 59-08 W. 63.17 feet, N. 51-45 W. 48.01 feet, N. 36-59 W. 69.41 feet, N. 61-22 W. 24.41 feet, N. 80-44 W. 41.62 feet, S. 72-18 W. 49.20 feet, S. 61-22 W.

43.98 feet, S. 77-30 W. 47.39 feet, N. 85-59 W. 85.41 feet, N. 55-18 W.
 31.42 feet, N. 35-18 W. 25.70 feet, N. 45-28 W. 49.32 feet, N. 73-24 W.
 47.90 feet, N. 61-49 W. 37.45 feet, S. 77-27 W. 23.01 feet, S. 22-18 W.
 55.24 feet, S. 20-12 W. 65.32 feet, S. 13-42 W. 44.40 feet, S. 18-18 W.
 71.93 feet, S. 35-06 W. 70.01 feet, S. 15-07 W. 43.61 feet, S. 29-33 W.
 25.12 feet, S. 51-24 W. 40.52 feet, S. 73-35 W. 70.33 feet, S. 89-38 W.
 53.37 feet, N. 60-20 W. 50.70 feet, N. 76-34 W. 81.55 feet, S. 66-08 W.
 81.88 feet, S. 77-48 W. 49.04 feet, N. 89-02 W. 72.74 feet, S. 89-01 W.
 74.32 feet, N. 86-57 W. 71.34 feet, N. 64-51 W. 71.95 feet, S. 66-44 W.
 46.39 feet, S. 36-33 W. 34.68 feet, S. 45-56 W. 42.38 feet, S. 76-39 W.
 98.98 feet, S. 89-32 W. 52.65 feet, N. 69-17 W. 40.53 feet, N. 68-52 W.
 58.87 feet, N. 70-15 W. 94.63 feet, N. 48-14 W. 35.31 feet, N. 06-13 W.
 56.89 feet, N. 16-15 E. 52.47 feet, N. 06-49 W. 35.61 feet, N. 08-23 W.
 53.26 feet, N. 05-37 W. 125.20 feet, N. 12-12 W. 51.24 feet, S. 64-37 W.
 26.02 feet, S. 35-33 W. 53.15 feet, S. 16-58 W. 66.86 feet, S. 21-41 W.
 65.28 feet, S. 46-50 W. 73.14 feet, N. 34-44 W. 18.19 feet, N. 13-19 E.
 32.60 feet, N. 10-38 E. 37.80 feet, N. 13-51 E. 49.98 feet, N. 19-13 E.
 26.91 feet, N. 06-12 W. 40.47 feet, N. 57-21 W. 84.95 feet, N. 48-00 W.
 20.95 feet, N. 15-10 W. 21.38 feet, N. 25-35 E. 57.49 feet, N. 31-15 E.
 47.62 feet, N. 32-12 W. 58.01 feet, N. 59-47 W. 30.00 feet, N. 74-09 W.
 44.95 feet to a point, said point being set in the 1817 foot contour
 line of Santeetlah Lake; thence N. 35-11 E. and with the line of that
 real property known as the former U.S.F.S. Tract 1047-1 42.72 feet to
 the BEGINNING. Containing 19.33 acres more or less.

2. Lots shall be used only for residential purposes. The use of any lot for commercial purposes is expressly prohibited without the prior written consent of the Developer.

3. The outside structure and roof area on any dwelling upon any lot or lots must be completed within two (2) years of the commencement of said construction.

4. An Architectural Review Board shall be formed and appointed by the Developer. Each lot owner shall provide said Architectural Review Board a copy of construction plans and specifications for that dwelling to be constructed upon lot owner's property. Prior to the commencement of construction by any lot owner, construction plans and specifications must meet the approval of said Architectural Review Board. Upon approval of construction plans and specifications, the Architectural Review Board shall provide written notice of approval to said lot owner. Those standards for approval of construction plans and specifications for the construction of a residential dwelling at Cross Creek Properties are as follows:

a. Plans must provide for the dwelling to meet state requirements as to the electrical system, heating and cooling systems, and plumbing installation.

b. The outward appearance of the proposed dwelling must conform to the natural surroundings of the area and the proposed dwelling must meet the aesthetic qualifications of the Architectural Review Board.

The Architectural Review Board is also granted the power to set further, more specific guidelines and requirements in construction of dwellings on the lots of Cross Creek Properties.

After such time as a property owners' association is created pursuant to these covenants and restrictions as hereinafter set forth, the Architectural Review Board shall be made up of two (2) residents and the Developer, each having one vote in matters brought to a vote before said board. Further, the Developers reserve the right to appoint a third resident to the Architectural Review Board in their stead, should it be the Developer's desire to take such action.

In the event a property owners' association is created as hereinafter set forth and residents of the subdivision serve as members of the Architectural Review Board, residents as board members shall serve three (3) year terms.

5. No outbuildings or fences shall be constructed without first receiving the approval of the Architectural Review Board.

6. Each lot owner must provide for adequate parking space for three (3) automobiles in a private drive and off of subdivision streets and roadways.

7. All residential dwellings must be set back a minimum of ten (10) feet from the sidelines of the lot, and set back a minimum of thirty (30) feet from the edge of the subdivision streets and roadways. Any variance in those set back requirements as hereinbefore set forth may be granted by the Architectural Review Board.

8. Upon sale and conveyance of two (2) or more lots by the Developer, an association of property owners may be formed and each property owner covenants and agrees that he, his executors, heirs and assigns shall be bound by the by-laws, rules and regulations as duly adopted for and by said association, including the payment of annual dues and assessments imposed by said association. Each lot owner shall be a member of said property owners' association.

9. An annual assessment shall be collected by the Developer until such time as a property owners' association is created as hereinbefore set forth. Provided, however, when a property owners' association is created, said property owners' association shall be fully responsible for collecting said assessment, and said assessment may not be reduced from that original amount as hereinafter set forth prior to July 10, 1992. The annual assessment to be collected from each lot owner shall be \$160.00. Said annual assessment shall be expended by either the Developer or subsequently the property owners' association as follows:

- a. \$10.00 per year for general business expenses;
- b. \$50.00 per year to fund an account to maintain recreational facilities of said subdivision;
- c. \$100.00 per year to fund an account to maintain the subdivision's streets and roadways.

Those portions of the annual assessments received from each property owner for the maintenance of recreational facilities and roads shall be placed in separate escrow accounts with Wachovia Bank & Trust Company of Robbinville, in an interest-bearing account, and shall be withdrawn by the Developer, or subsequently, the property owners' association for the sole purpose of maintaining recreational facilities or maintaining subdivision roads.

In the event a property owners' association is created as hereinbefore set forth, said property owners' association shall have the authority by the vote of a simple majority to increase said annual assessment as hereinbefore set forth at any time.

10. The Developer expressly reserves the right to convey all subdivision streets and highways, any or all recreational facilities, any improvements to said subdivision, such as a community water system, or any other improvements made by the Developer to said subdivision unto a property owners' association for said subdivision, should a property owners' association be created as hereinbefore set forth; until such time as any or all improvements as hereinbefore set forth are conveyed and transferred to a property owners' association, should a property owners' association be created as hereinbefore set forth, the Developer retains complete control over said improvements.

The Developer expressly reserves a sixty (60) foot right-of-way, being thirty (30) feet from center of all subdivision roadways over and across all subdivision roadways. Developer further reserves the right to grant a perpetual easement and execute all legal documents as may be necessary in the event the Department of Transportation for the State of North Carolina makes a determination that either a part or all subdivision roadways qualify to be made a part of The North Carolina State Highway System.

11. In the event a property owners' association is created as hereinbefore set forth, said property owners' association shall meet on the third Monday in June of each year. This meeting date may be changed by a vote of a simple majority of the membership of said property owners' association.

12. Each lot owner shall pay to the Developer a fee of \$1,200.00 for water connection to the lot owner's respective lot. This fee shall be due at such time as lot owner hooks onto the water system. The subdivision water system shall be the property of the Developer, unless the Developer should choose to convey title to said water system to a property owners' association as hereinbefore set forth. Further, each lot owner shall pay unto the Developer, or subsequently to the property owners' association, should the Developer transfer title to said water system to said property owners' association the sum of \$240.00 per year for water service. This amount shall be due and payable on or before January 1 of each calendar year.

Provided, further, the Developer expressly reserves an easement in and to each lot in said subdivision for purposes of installation of water taps from subdivision water lines.

13. The Developer and subsequently a property owners' association, in the event a property owners' association is created as hereinbefore set forth, shall have the right to place a lien on the property of any lot owner for the amount of any dues or assessments that remain unpaid, which lien may be recorded in the same manner as a laborer's or materialman's lien. Provided further, the Developer reserves the right to have a lien upon the property of any lot owner for arrearages in dues or assessments for the annual assessment as hereinbefore set forth or the water service assessment as hereinbefore set forth.

14. Each property owner shall maintain his real property in a clean and orderly fashion, and the Developer or property owners' association, in the event a property owners' association is created as hereinbefore set forth, shall have the right to enter the premises of any lot owner for the purposes of maintaining said lot in a clean and orderly fashion. The Developer or property owners' association, should a property owners' association be created as hereinbefore set forth shall further have the right to assess said property owner for the cost of maintaining his lot in a clean and orderly fashion should the Developer or property owners' association have to enter lot owner's premises for said purpose, and the Developer or property owners' association shall have a right to place a lien upon lot owner's property in the event lot owner shall refuse to pay the Developer's or property owners' association's costs as set forth in this paragraph.

15. The keeping of any livestock on any lot or on any common area in said subdivision is expressly prohibited. Provided further, property owners shall be responsible for insuring that their domestic animals do not create a nuisance to other property owners in the development. Domestic animals shall not be allowed to roam at will thereby creating a nuisance to other property owners.

16. The Developer reserves the right to grant an easement over and across the subdivision roadways to adjoining property owners for purposes of ingress, egress, and regress to adjoining property owners' real property. The Developer further reserves the right to grant either a perpetual or non-perpetual easement to adjoining property owners over subdivision roadways for purposes of ingress, egress, and regress in the Developer's discretion.

17. It is strictly prohibited to construct a dwelling or any outbuildings on the following subdivision lots below that contour line which represents the M.S.L. elevation below which land will flood, should the dam impounding water within the boundaries of Cross Creek Properties fail, and the impounded water is released.

The following lots are affected by this restriction: Lots 39, 40, 43, 45, and 46 in Section 1, and Lots 26, 28, and 31 in Section 2. For specific information as to the exact location of the contour line below which no dwelling or outbuilding can be constructed, one should contact the

representative of the U.S. Soil Conservation Service in Robbinsville, North Carolina.

18. This declaration of covenants, restrictions, easements, reservations, terms and conditions shall be a part of and reservation upon all warranty deeds conveyed to any individual to purchase lots in Cross Creek Subdivision. If any part of these covenants and restrictions should be found to be illegal by the courts, then and in that event, that particular covenant or restriction shall have no force and effect, and the remainder of said covenants and restrictions shall remain enforceful.

19. The use of herbicides or pesticides shall be expressly prohibited on all real property of the Cross Creek Subdivision. Provided further, each owner shall be expressly prohibited from the use of any pesticides or herbicides which could constitute a health hazard or could pollute the water shed, public areas, or water system of Cross Creek Subdivision. Provided, however, any property owner or the Developer, or its assigns may use a herbicide or pesticide on Cross Creek Subdivision property, if use of said herbicide or pesticide has been approved in writing prior to said use by the North Carolina Department of Human Resources. The North Carolina Department of Human Resources and Health Services shall be the final authority in the determination of whether a herbicide or pesticide may be used.

20. The installation of any home satellite system including but not being limited to satellite dishes on any lot in the subdivision is expressly prohibited.

IN TESTIMONY WHEREOF, the said CROSS CREEK PROPERTIES, A NORTH CAROLINA GENERAL PARTNERSHIP, OWNER AND DEVELOPER, has hereunto set its hand and seal the day and year first above written.

Richard B. Hyman (SEAL)
Managing Partner

Robert M. Meyer (SBN 1000000000)
Managing Partner

STATE OF North Carolina
COUNTY OF Guilford

I, Mary Ann Logan, a Notary Public of said State and County do hereby certify that Richard B. Starn, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 28th day of October, 1988.

HP

MY COMMISSION EXPIRES:

June 8, 1989

Mary Ann Logan
Notary Public

STATE OF North Carolina
COUNTY OF Guilford

I, Mary Ann Logan, a Notary Public of said State and County do hereby/certify that Robert V. Mooney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

HP

Witness my hand and Notarial Seal, this the 28th day of October, 1988.

HP

MY COMMISSION EXPIRES:

June 8, 1989

Mary Ann Logan
Notary Public

NORTH CAROLINA, GRAHAM COUNTY

THE FOREGOING CERTIFICATE OF Logan

Mary Ann Logan
Notary Public/Notaries Public is/are certified to be correct.

This instrument was filed for registration on the 28th day

of October, 1988 at 12:45 o'clock

P. M., and recorded in this office in book 133

pp. 2669

Carole A. Stewart
Deputy Register of Deeds