

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

RESTRICTIVE COVENANTS WINDSONG PHASE III SINGLE FAMILY SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, AND EASEMENTS, dated for purposes of reference only this ______ day of _______, 1999, by WEYERHAEUSER REAL ESTATE COMPANY, a corporation of the State of Washington, and duly qualified to do business in the State of North Carolina (hereinafter "Declarant").

RECITALS:

Declarant has, by recordation of a subdivision plat, subdivided certain property shown on said plat into lots intended for utilization for construction of single family homes. The subdivision plat is recorded in Plat Cabinet F, Slides 40 + 10 through 47 + 12,3, Beaufort County Registry, and all property shown thereon is hereinafter referred to as the "Subdivision". Each numbered lot shown on the recorded plat is referred to herein as a "Lot".

The roads within the Subdivision are constructed to state standards and will be included in the road system of the State of North Carolina. Access to each Lot within the Subdivision is over the roads shown on the recorded plat of the Subdivision.

In order to maintain the roads providing access to the Subdivision as shown on the recorded plat, and in order to enforce

these Restrictive Covenants and to provide an organization for the benefit of the owner of each Lot within the Subdivision, Declarant has chartered a North Carolina non-profit corporation named Campbell Creek at Windsong III Homeowners Association, Inc., (the "Association"). The owner of each Lot is a member of the Association, and the owner of each Lot is obligated to pay dues and assessments to the Association for the benefit of the Association and the owner of each Lot within the Subdivision. The organization and operation of the Association is described in these Restrictive Covenants and in the By-Laws of the Association.

It is the desire and intention of Declarant, for its benefit and with the intent of preserving the value of each Lot, to restrict the utilization of and improvements on each Lot within the Subdivision in accordance with guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Restrictive Covenants for the use and benefit of all present and future Lot owners within the Subdivision.

All of Lots One (1) through Thirty-six (36) and the Common Area as they are shown on that map prepared by Norwood Martin Mayo, Registered Land Surveyor, dated June 19, 1999, and identified by the following legend: "SURVEY FOR: WINDSONG PHASE III." This map is duly of record in Plat Cabinet $\frac{1}{F}$, Slides $\frac{46}{9}$, Slides of through $\frac{47}{1,2,3}$ in the Office of the Register of Deeds of Beaufort County. Further reference is hereby made to said map for a more complete and accurate description of this property by metes and bounds.

- 2. <u>ADDITIONAL PROPERTIES</u>. Declarant reserves the right to subject additional property to the terms and provisions of these Restrictive Covenants.
- 3. <u>SINGLE FAMILY UTILIZATION</u>. These Restrictive Covenants restrict all numbered Lots subjected to their terms to use only for single family residential purposes. No home or other structure constructed within the Subdivision shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within the Subdivision for purposes of assisting in the sale of Lots within the Subdivision.
- 4. <u>BUILDING AND SITE RESTRICTIONS</u>. The Architectural Control Committee must give prior approval of any removal of any tree of a size of six inches in diameter or greater from any Lot or the construction of any improvement or structure on any Lot in accordance with the procedures described in Paragraph 5 of these Restrictive Covenants. In addition, the following restrictions shall apply:
- (a) No detached garage, storage shed, or carport or other structures shall be permitted unless architecturally compatible with the primary dwelling structure on the Lot.
 - (b) No more than one (1) single family house shall



be allowed per Lot.

- All living units must be constructed accordance with standards for single family homes included in the North Carolina Uniform Residential Building Code, notwithstanding whether or not such homes are constructed in whole or in part on site. No homes may be moved onto any Lot if such home has previously been occupied and used as a residential living unit mobile home (home built in accordance with Nomanufactured home standards imposed by the Federal Construction and Safety Standards Act) or other structure designed for transportation on attached axles and wheels shall be located on any Lot.
- (d) No "For Rent" or similar sign shall be allowed on any Lot, or shall be placed so as to be visible from any public or private street.
- (e) No "For Sale" sign shall be allowed, unless said sign is of a size no greater than four (4) square feet in size, and the number of such signs shall be limited to one (1) sign per adjoining road front and one (1) sign per adjoining navigable waterway, each such allowed sign to face a different road or a waterway.
- (f) The minimum square footage of heated, enclosed living space for each approved residential structure shall be 1,600 square feet; a minimum of 1,000 square feet of such space must be located in the first living floor of the residential structure. Carports, garages, attics, porches, patios and decks

shall not be considered heated, enclosed living space.

- (q) There are absolute building no setback requirements other than those that may be imposed by a local government or those shown on the recorded plat of the subdivision. However, no structure will be allowed within fifty (50') feet of any street right of way, ten (10') feet of any side Lot line or seventy-five (75') feet of any waterway unless the Architectural Control Committee determines that a variance with these suggested setbacks will impose no hardship on any owner of any other Lot, and further finds that the particular features of the Lot upon which the structure is sought to be constructed is best utilized by allowing construction at variance with the suggested setbacks contained herein. Notwithstanding any suggested setback, the Architectural Control Committee shall have complete authority to determine the appropriate building site on each and every Lot. Accordingly, there is no presumption that such approved building location shall be within ten (10') feet of any side Lot line, within fifty (50') feet of any street right of way or within seventy-five (75') feet of any waterway.
- (h) Bulkheads, piers and the utilization of other riparian rights by construction of improvements or structures shall only be allowed after approval by the Architectural Control Committee and all applicable governmental agencies, and no such structures will be allowed unless said structures are compatible with similar or proposed improvements on other Lots and after a finding that the construction of such structures will not unduly

interfere with the riparian rights or reasonable propert expectations of the owners of other Lots within the Subdivision. The type of construction utilized for bulkheads may be controlled by the Architectural Control Committee based on appearance, function and environmental engineering criteria.

It is expressly understood that the purchaser of a Lot on the water can have only one pier located on the Lot (that is running out into Campbell Creek or its tributaries from the Lot) and this pier can have no more than two (2) boat slips. The boat slips shall be for the sole use of Lot owners and their quests.

- (i) The heights of structures shall be subject to approval of the Architectural Control Committee in accordance with the standards set out in Paragraph 5 hereunder.
- of the Architectural Control Committee as to location, style, materials, and height. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. Absent an extraordinary showing of need by the owner of a Lot, no fence shall be allowed along any Lot line or closer to any water line than the nearest residential structure. The Architectural Control Committee shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot and does not unreasonably impede the view of any water course or other attractive feature from any other Lot.
 - k) No satellite receiving dish, radio antennae o

other similar device shall be located on any Lot except in a location approved by the Architectural Control Committee. The Architectural Control Committee shall approve the location of such device only upon making an affirmative finding that the location of the device on the Lot is in the area of minimum visibility from any surrounding Lot or from any street, and upon a further finding that the proposed location will not significantly detract from the aesthetic values of the Subdivision.

- (L) A barn may be constructed on Lot One (1), Lot Fifteen (15), and Lot Thirty-six (36) after written approval by the Architectural Control Committee. Site location and access for the barn on any of these lots shall be per the Building Guidelines site plan. Following the construction of a barn on Lot One (1), or Lot Fifteen (15), or Lot Thirty-six (36) horses may be maintained on any of these lots on which a barn has been constructed for personal use only. Commercial activity involving horses is expressly prohibited.
- (M) No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Paragraph 16 of these Restrictive Covenants to adopt rules regarding conduct and use of any Lot; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Restrictive

Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Restrictive Covenants or by an adopted rule, the Association shall give written notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated.

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES. At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the chairman of the Architectural Control Committee a survey of the Lot, showing each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks and walkways, well and septic tank, including drain fields. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The survey site plan and building elevations shall be prepared in a professional manner and There shall be submitted two (2) copies of all to scale. information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in

writing to the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Association may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approved by the owner of the Lot of the conditions imposed.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

- (a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision:
- (b) that all required specific building standards and other conditions contained within the Restrictive Covenants and other applicable legal documents have been complied with;
- (c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the Subdivision; and,
 - (d) the natural features of the Lot have been

retained to the maximum extent feasible.

Any owner of any Lot disagreeing with the finding of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving Chairman of the Architectural Control opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

6. ASSOCIATION AND ASSOCIATION PROPERTY AND MAINTENANCE.

The owner or owners of every Lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot; to

the extent that there is more than one owner of any Lot, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote allocated to said Lot. If the owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners of the Lot. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws.

The Association shall have the responsibility of maintaining in good condition the road within the Subdivision.

The Association shall have the obligation to provide for itself and for the benefit of the owner of each Lot all necessary professional services to promote the proper maintenance of all streets and other common areas and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of the Subdivision and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. These purposes may include the stabilization or improvement of any shoreline. The Association shall also have an affirmative obligation to maintain all roads and other common elements in good condition, utilizing its funds to do so, notwithstanding the

utilization or lack of utilization of such facilities by any or all Lot owners.

The Board of Directors of the Association may maintain a capital reserve fund if deemed necessary by said Association, but shall be under no obligation to do so if, in the reasonable opinion of the Board of Directors of the Association, annual maintenance of streets and other common areas is sufficient to make unlikely significant and unexpected expenditures within a five (5) year period from the due date of the current regular assessment.

In order to fund its obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (a) annual charges or dues; and
- (b) special assessments.

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessments are made. Liens shall be perfected in the manner of a mechanics or materialmens' lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale.

as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association said power of sale.

Annual assessments shall be in an amount determined by a majority vote of the Directors of the Association. Except as hereinafter set out, the initial annual assessment per Lot shall be as follows:

Three Hundred Fifty and NO/100 Dollars (\$350.00).

The fiscal year of the Association shall be the calendar year; dues for the first year of the Association, prorated by date of closing, shall be payable to the Association at closing. Declarant shall pay dues for all unsold Lots beginning on the first day of the month following the first conveyance of a Lot to a third party by Declarant.

A special assessment may be levied from time to time by vote of a minimum of seventy (70%) percent of the total votes cast in any regular or special meeting, called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable.

Notwithstanding any provisions of these Restrictive Covenants, including this Paragraph 6, the Board of Directors shall have authority to levy any special assessment if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted in case of an emergency,

such as a storm causing severe erosion. In such event, the Directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the owners of Lots.

As used herein the term "Association Property" shall mean any property deeded to the Association. Association Property shall specifically include, without limitation, the Common Area designated on the map heretofore referred to, no matter for what purpose said properties are to be utilized, and shall further include all improvements constructed by Declarant the Association thereon. The Association shall have the responsibility of maintaining in good condition all Association Property and improvements thereon when and if conveyed to the Association im accordance with the provisions of these Restrictive Covenants, and thereafter shall be responsible for adopting rules and regulations governing utilization of such Association Property (subject to the limitations contained herein). To the extent deeded to the Association, the Association shall be obligated to ownership as Association Property the Common Area designated on the Map of Windsong Phase III, heretofore referred to, and the improvements located thereon as well as adjacent thereto. The Association shall also maintain in good condition any signage and landscaping approved by the Association within the Easement located at the entrance to Windsong III. Declarant covenants to and with the Association that it will construct on the Common Area

as the same is shown on the map heretofore referred to a pier running into Campbell Creek, access thereto and limited parking, and a shelter. Further, the Declarant warrants and represents that such improvements will be constructed and operational no later than December 31, 2000.

- 7. ENFORCEMENT. These Restrictive Covenants, including any amendment hereto, may be enforced by any individual Lot Owner; by the Association, upon action by its Board of Directors; or by Declarant, as long as Declarant owns any Lot within the Subdivision. Appropriate remedies shall include, but not be limited to, specific performance. In any action to enforce these Restrictive Covenants, including any action collect to assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional assessment. In addition, interest at the highest rate allowed by the Laws of the State of North Carolina shall be collected from the due date of any assessment, until the assessment is paid in full.
- 8. <u>SETBACKS</u>. All setback and building restriction areas, and allowable building areas, as shown on the recorded subdivision plat of the Subdivision, shall be incorporated herein by reference.
- 9. <u>AMENDMENTS</u>. These Restrictive Covenants shall continue in full force and effect until 12:00 noon on January 1, 2009, at which time they shall automatically extend for additional

successive periods of ten (10) years, unless a document terminating or modifying these Restrictive Covenants is recorded prior to any renewal date in the office of the Register of Deeds of Beaufort County, which amendment shall require approval of eighty (80%) percent of the Lots subjected to these Restrictive Covenants.

- 10. <u>BINDING EFFECT</u>. All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Restrictive Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Restrictive Covenants, jointly, separately, and severally.
- right to utilize all streets and roads within the Subdivision for purposes of ingress and egress to Lots within such Subdivision owned by it, or for purposes of providing access to other contiguous properties owned by it. This right shall be assignable by Declarant to successors in interest to it of other contiguous properties. However, the Assignee of any such Assignment or Assignments shall have the responsibility to pay for their use of said streets and roads in proportion to their use of same. Any utility easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized

utility companies, or by the owner of any Lot within the Windsong III Subdivision, for purposes of providing utility services or necessary drainage.

The utility lines located on the entrance road and the roads within the Windsong III Subdivision will be overhead, except where Declarant determines otherwise in the initial installation. The utility lines running from the point of delivery by Declarant in the initial installation to the various Lots will be underground.

12. RESUBDIVISION. No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision. Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiquous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one (1) single family residential home per redivided Lot, so that the maximum number of homes which can be constructed within the Subdivision shall not increase. Upon the recombination of any Lots to reduce the total number of allowable building Lots within the Subdivision, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot. Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as common area, or dedicated by

Declarant as a recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of Beaufort County, there shall be no further dues owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

- 13. <u>UTILITY EASEMENTS</u>. There is hereby reserved for the benefit of the Association and the owner of each Lot within the Subdivision a utility and drainage easement running parallel to each street a width of sixteen (16') feet, and parallel to each side and rear Lot line a width of five (5') feet. Utilization of such easement by anyone other than the Lot owner across which such easement runs shall be made only upon approval of the Board of Directors of the Association.
- 14. STORM WATER RUNOFF. No more than (please see the attached table identified as exhibit "A" for the maximum allowable square feet of impervious area for each Lot) square feet of any lot, including that portion of the right-of-way between the edge of pavement and the front lot line, shall be covered by impervious structure including asphalt, gravel, concrete, brick, stone, slate or similar material but not including wood decking or the surface of swimming pools. This covenant is intended to insure continued compliance with the storm water permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the State of North Carolina.

No one may fill in, pipe, or alter any roadside swale except as necessary to provided a minimum driveway crossing.

This restriction may be enforced by Declarant, the Campbell Creek at Windsong III Homeowners Association, Inc., and the State of North Carolina, and is for the benefit of Declarant, the owners of all Lots within the Subdivision, and the State of North Carolina.

- assign, shall be allowed to amend these Restrictive Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered and apparent error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recording of a "Corrected Declaration" in the office of the Register of Deeds of Beaufort County, which Corrected Declaration shall specifically reference this document, and the provision impacted.
- establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of the Subdivision and the tranquillity of the owners of Lots. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots. All such rules shall be

WINDSONG III SUBDIVISION LOT SUMMARY

| LOT # | LOT SIZE (ACRES) | MAXIMUM ALLOWABLE IMPERVIOUS AREA (SF) | % BUILT-UPON (IMPERVIOUS) AREA INCLUDING DRIVEWAY |
|-----------|------------------|--|---|
| 1 | 21.0 | 19,000 | 2.08 |
| 2 | 5.8 | 10,000 | 3.96 |
| 3 | 5.9 | 10,000 | 3.89 |
| 4 | 3.5 | 10,000 | 6.56 |
| 5 | 2.9 | 10,000 | 7.92 |
| 6 | 4.0 | 10,000 | 5.74 |
| 7 | 6.3 | 14,000 | 5.10 |
| 8 | △.6 | 10,000 | 4.99 |
| 9 | 1.9 | 10,000 | 12.08 |
| 10 | 3.4 | 14,000 | 9.45 |
| 11 | 3.5 | 16,000 | 10.49 |
| 12 | 4.5 | 10,000 | 5.10 |
| 13 | 8.0 | 10,000 | 2.87 |
| 14 | 9.8 | 20,000 | 4.69 |
| 15 | 13.0 | 14,000 | 2.47 |
| 16 | 7.7 | 10,000 | 2.98 |
| 17 | 2.0 | 10,000 | 11.48 |
| 18 | 2.2 | 10,000 | 10.43 |
| 19 | 2.8 | 10,000 | 8.20 |
| 20 | 2.7 | 10,000 | 8.50 |
| 21 | 5 .0 | 12,000 | 5.51 |
| 22 | 5.4 | 14,000 | 5.95 |
| 23 | 3.4 | 12,000 | 8.10 |
| 24 | 20 | 10,000 | 11.48 |
| 25 | 2.2 | 11,000 | 11.48 |
| 26 | 1.4 | 11,000 | 18.04 |
| 27 | 1.6 | 12,000 | 17.22 |
| 28 | 3.2 | 11,000 | 7.89 |
| 29 | 3.7 | 11,000 | 6.83 |
| 30 | 6.2 | 12,000 | 4.44 |
| 31 32 | 5.6 | 17,000 | 6.97 |
| 32 | 2.0 | 12,000 | 13.77 |
| 33 | 1.2 | 10,000 | 19.13 |
| 34 | 3.3 | 10,000 | 6.96 |
| 35 36 | 3.7 | 11,000 | 6.83 |
| 36 | <u>27.4</u> | 19,000 | 1.59 |
| LOT TOTAL | S: 192.80 | 432,000 SF | |

enforceable as though set out within these Restrictive Covenants.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused this instrument to be signed in its name by its Assistant Vice President, attested by its Assistant Secretary, with its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

Assistant Vice President

(CORPORATE SEAL)

ATTEST:

Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Cri Amri Civaci, , Notary Public, certify that Nan W. Rackley, personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

My commission expires $\frac{67-64-3665}{}$.

Witness my hand and official seal, this the STA day of Cotober, 1999.

Notary Public

(OFFICIAL SEAL)

Routh Carolina
Possfort Con to

The foregoing Certificate of Ori Ann Drad

ori Ann Grady

PREPARED BY:

R. THOMPSON, JR,

ATTORNEY AT LAW

RORA, NORTH CAROLINA

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les Emblic is/are certified to be orrect

200 o'clock o'M.

By

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