

BK 0588 PG 0403

630

NORTH CAROLINA
CURRITUCK COUNTYRESTRICTIVE COVENANTS FOR
BRADY LANDING

KNOW ALL MEN BY THESE PRESENTS:

That THOMAS W. BRADY, GERALDINE B. BUDD AND ELIZABETH B. BROTSCH, and JANET M. BRADY, herein sometimes referred to as "Developers", do hereby covenant and agree to and with all other person, firms, or corporations hereafter acquiring Parcels 1A, 2A, 3A and 1B, as shown on a certain plat dated February 15, 2000 prepared by Edward T. Hyman, Jr., entitled: "Private Access Subdivision of Brady Landing Airpark, Crawford Township, Currituck County, North Carolina, recorded in Plat Cabinet G, Slide 336, in the Office of the Register of Deeds of Currituck County, North Carolina, that Parcels 1A, 2A, 3A and 1B as shown on said plat shall be subject to the following restrictions as to the use thereof, running with the properties by whomsoever owned, to wit:

1. As this is an aviation community, owners understand and agree that owner, their heirs or assigns relinquish any right to complain, object or take any legal remedies to stop aviation-related activities in the development. All lot owners are subject to the terms of Brady Landing Residential Airpark Easement Agreement with Currituck County, which is registered and recorded in the office of the Register of Deeds of Currituck County in Deed Book 588, Page 394.

2. All parcels shall be used for residential airpark purposes only. No building shall be erected, altered, placed upon or permitted to remain upon any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, one private garage, and one hanger. No commercial activity shall be conducted or carried on any lot, except home occupations, which have been approved by the Association and subject to such restrictions, as the Association shall establish.

3. No single story dwelling shall be constructed or allowed to remain on said lots containing less than 1500 square feet of living space in heated areas, exclusive of porches, exterior storage, and attached garages. No two story dwelling shall be constructed or allowed to remain on any lot having less than 1800 square feet of living space in heated areas, exclusive of porches, exterior storage and attached garages. In determining "living space" the exterior walls of the building, exclusive of garage and porch area(s) will be used to compute living space.

4. The owners of the lots, excluding lots owned by Developers and/or their heirs, are required to become members of the Brady Landing Homeowners Association. At such time as the membership in the Homeowners Association exceeds five (5) members, a non-profit

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corporation shall be formed through the office of The Secretary of State of North Carolina. The lot owners, excluding the Developers and/or their heirs, shall be subject to the rules, regulations and bylaws adopted by the Association including the levying of assessments for the purpose of maintaining streets or other subdivision amenities. In determining the affairs of the Homeowners' Association, each owner shall be allotted one vote. Developers and/or their heirs will not be members of the Association, nor will the Developers and/or their heirs, or any lots owned by Developers and/or their heirs, be liable for any assessments as long as the Developers own the lots.

For the purpose of maintaining the Brady Landing Airpark, there will be an annual assessment for each lot payable January 1 of each year. The amount of the assessment will be established by the Homeowners' Association and shall be reviewed on an annual basis and adjusted as determined by the Homeowners' Association.

5. Any construction on a dwelling or private garage and/or hanger on said parcels within the subdivision shall be completed within two years (2) of the date construction is commenced.

6. No parcel of land that is subject to these restrictive covenants may be subdivided into lots or parcels of land having dimensions smaller than the parcels as originally platted. However, nothing herein contained will prevent a lot being subdivided and combined with an adjoining lot to form one larger residential unit. If such a division were to occur, the title to the portion of the divided lot could pass only when conveyed with the lot with which it is combined. In the event of a division of a lot as herein provided or the combination of two or more lots, the side lot building setbacks would apply to the outside boundaries of the resulting lot.

7. No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted upon said property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The discharging of firearms within the subdivision is specifically prohibited unless for the protection of person or property.

All motorized vehicles operating on the roadways/taxiways within the development must be properly muffled, properly licensed and must be operated only by a properly licensed person. Each owner shall provide, as a part of his dwelling unit, or as part of an accessory building thereof, an enclosed garage, or other approved enclosure, suitable for the parking, out or public view, of two full-sized automobiles.

Outside garbage and trash accumulation shall be maintained in closed, sturdy containers as inconspicuously as possible and they shall be emptied regularly. No signs of any kind or

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advertising posters shall be permitted on any parcel, except signs not more than 5 square feet used by a builder to advertise the property during construction, or a sign advertising the property for sale.

8. Each parcel owner shall keep his lot free of tall grass, dead trees, trash and rubbish and shall properly maintain the parcel so as to present a well kept appearance, including during the construction phase of any such dwelling, garage and/or hanger. In the event any parcel owner fails to properly maintain his lot as herein provided, then, and in that event, after thirty days of written notice from the Association, the Association will have the right but not the obligation to provide (a) maintenance upon any lot (b) maintenance upon any dwelling unit or other residential unit, which is subject to assessment under item 4 hereof. Such maintenance includes (but is not limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, removal of signs in violation of this declaration, and exterior improvements on any dwelling unit or residential unit. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs or the removal of trash and litter. The cost of any such maintenance shall be assessed against the lot, dwelling unit or residential lot upon which such maintenance is done and shall be added to and become a part of the regular annual assessment or charge to which such lot, dwelling unit or other residential lot is subject to and as part of such regular annual assessment or charge, it shall be a lien against any such lot, dwelling unit or residential unit as heretofore defined and limited, and a personal obligation of the owner and shall become due and payable in all respects as provided herein.

Any inoperative vehicles must be stored inside of a garage or other approved enclosure, out of public view. No abandoned vehicles, school buses, or commercial equipment may be stored or placed on any lot.

9. The open space area at the southeast end of the 60 foot right of way designated as "Happy Landing Drive) adjacent to Lots 1A, 2A and 3A is dedicated as an open space area and is to remain clear of further development or use without approval of developer(s) and adjacent lot owners.

10. In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing shall be enforced:

A. On all lots other than corner lots, no fence shall be installed in front of the rear lines of any house, and those fences in locations where erection is permissible shall not be more than four (4) feet in height.

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B. On all corner lots, no fence shall be installed in front of the rear line of any house nor shall any fence be installed closer to the side street curb than the side line of any house. All fence sections, where permissible, shall not exceed four (4) feet in height.

C. Any variations to the above must be reviewed and approved by the Homeowners' Association.

11. No more than 25% of any lot shall be covered by structures. This covenant is intended to insure continued compliance with storm-water runoff rules adopted by the State of North Carolina and therefore, the State of North Carolina may enforce benefits.

12. No mobile home, trailer, doublewide mobile home, prefabricated home, old old home moved from any other locations or pre-existing homes or modular home of any type, kind or description or modular home of any type, kind and description shall be placed on or allowed to remain on any lot shown on the aforementioned plat. Off site system built homes of a design and quality that are equal to or superior to on site constructed homes are allowed if approved by the homeowners association as shown in Item 16. It is the expressed intent of this provision that all dwellings, garages and/or hangars be of excellent design and quality and be constructed or assembled on site.

13. No structure of a temporary character shall be placed upon any portion of any lot. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes shall not at any time be used as a temporary residence except during the construction period which shall mean no longer than two (2) years from the date construction is commenced. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored so as not to constitute a visual nuisance and are to be stored on the rear of the lot. However, the total number of campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature, which are stored outside of a garage, or other approved enclosure, shall not be in excess of three (3).

14. All telephone, electric and other utility lines in connection between the main utility lines and residence shall be concealed and located underground where possible, so as not to be visible.

15. No outside toilet shall be erected on said property and all toilets shall be connected with approved sanitary sewage systems. During construction, the placement on the lot of a single, self-contained, properly maintained, portable toilet will be permitted.

16. Trees measuring 3 inches or more in diameter, at a point 2 feet above ground level, and any flowering trees or shrubs above 5 feet in height may not be removed except for

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construction of dwelling, buildings, garage, hangar, driveway, walkway, pool, patio, garden area reasonable yard space, septic system or to obtain safe clearance for vehicular movement on the lot.

17. No dwelling unit, wall, driveway, or building may be constructed, nor any exterior addition to any dwelling unit, wall, driveway or building, be started, nor any site work shall be commenced, or maintained upon any lot or residential unit in the development, until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes, location on site, and driveway therefore (all of which is hereinafter referred to collectively as the "Plans") shall have been submitted to, and expressly approved by the Homeowners' Association (the "Association") as to harmony of external design. All plans must comply with all laws, codes and local ordinances. The Association shall have the absolute and exclusive right to refuse to approve any such Plans which are not deemed suitable or desirable in the opinion of the Association for any reason, which in the sole discretion of the Association shall be deemed sufficient; provided that the Association shall not refuse to approve any Plans which are substantially similar to any other Plans and specifications which previously have been approved. In no event will the Association approve any Plans in which the dwelling unit at the highest point on its roof, exceeds 40 feet in height, measured from the finished grade or the original grade, whichever grade is lower. Furthermore, the Association shall not approve any plans which do not meet the front, side and rear lot setbacks forth in Item 17.

18. No building shall be erected or maintained on any parcel closer than forty (40) feet from the front (street/taxiway) property line, twenty five (25) feet from the back property line or 15 feet from any side property lines. For the purpose of this covenant, eaves, steps and open porches shall be considered a part of a building. All private garages and/or hangers shall comply with the street setback set forth in this item but shall be required to observe only 10 feet setback from rear and side boundary lines.

19. Easements are reserved along and within fifteen (15) feet of all front property lines and ten (10) feet from all rear and side property lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains and other public and quasipublic utilities, and for the trimming of any trees which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress, egress and regress from and across said premises to duly authorized maintenance personnel. In addition, easements are reserved along

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and within fifteen (15) feet of each front property line, and along and within ten (10) feet of each rear and side property line for the maintenance of drainage ditches and tiles where necessary.

20. All buildings, structures and repair appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, said premises are to be cleared and debris removed within ninety (90) days of such casualty.

21. No animals may be kept on any lot except the usual household pets, not in excess of three, so long as they are not kept for breeding or any other commercial purposes. To ensure animals do not wander onto the airport, animals shall not be allowed to leave any lot except on a leash and under the control of the owner. Such animals may not defecate on any other lots or in the common areas unless the waste is promptly removed by the owner.

Except as otherwise permitted herein, or in any amended declaration, no plants, animals, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may tend to diminish or destroy the enjoyment of any other lot or dwelling unit owners, or tenants and guests thereof, may be maintained on a lot or dwelling unit.

22. No fuel trucks/trailers or fuel tanks shall be used on or upon the lots to store and/or self-fuel aviation grade and Jet A fuel.

23. Prior to commencement of construction of improvements, or clearing of any lot, other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. All driveways to be completed by the completion date of construction and are to be constructed of concrete or asphalt materials of permanent nature. All driveway culverts must be installed to meet specifications of North Carolina Department of Transportation.

24. No activity of any kind shall be permitted within the right of way except that a driveway may be placed to access the adjacent lot and landscaping as part of that adjacent lot. No part of any lot owner's driveway or landscape shall cross over the extended property lines of his/her lot. The driveway location and landscape within the right of way must be approved by the Association. No parking shall be permitted within the right of way.

25. No obstructions will be placed or allowed along the roadways to impede aircraft from safely taxing within Brady Landing Airpark. A minimum sixty-foot (60') roadway clearance, as measured thirty feet (30') from either side of the roadway centerline, shall remain clear of obstacles that would impede aircraft traffic.

26. No satellite dish/antenna shall be placed on the property except in the rear of the lot or parcel and it shall be adequately screened from view of others by shrubbery/fence with the

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exception that satellite dishes not exceeding 24 inches in diameter may be attached to the house. No tower shall be placed on the property exceeding thirty feet (30') in height.

27. All dismantled aircraft and parts will be hangared. Aircraft maintenance must be performed on the lot owner's property. Additionally, parts of aircraft may not be stored in yards but must be stored inside of the hangar.

Signage, as approved by the NC Department of Transportation, will warn all vehicular traffic that there is no access into the airport from the community (via the taxiway).

All aircraft shall have the right of way when taxiing on the roadways. Aircraft shall "run up" in designated areas, but in any event, the "run up" shall not be done in such a manner as to cause inconvenience or damage to the property of others.

No parking is allowed on street or taxiways.

28. Owners shall access the airport by the Brady Landing Airpark easement through a secure gate provided and maintained by Brady Landing Airpark. The gate shall remain closed and secure while not in active use. The airport access shall be limited to aircraft and maintenance equipment. Any other use, i.e., motorized vehicles, pedestrians, pets, bicycles, etc. shall be prohibited.

29. Aircraft on approach to landing or taking off on the runway shall have the right of way over the Brady Landing Residential Airpark access. Owners shall adhere to and follow the duly adopted Currituck County Airport Rules and Regulations procedures for through the fence developments. Owners shall close and secure the gate immediately after each use to prevent intrusions onto the airport and into Brady Landing Residential Airpark. Prior to entering the airport, the User shall stop and make a visual check for air traffic landing, making landing approach or taxiing from the airport facilities for take off. Before entering the airport property, the User shall announce User's intentions over the Unicom. When taxiing from the airport facilities across the runway into Brady Landing Airpark subdivision, the User shall announce User's intentions over the Unicom.

These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of any such period an instrument signed by the owners of record of a majority of the parcels of "Brady Landing" has been recorded revoking or modifying said restrictions.

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Any owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

IN TESTIMONY WHEREOF, Developers have hereunto set their hands and seals, this the 2nd day of April, 2002.

Thomas W. Brady (SEAL)
Thomas W. Brady

✓ Geraldine B. Budd
Geraldine B. Budd

✓ Elizabeth B. Brotsch by
Geraldine B. Budd (SEAL) Attorney
Elizabeth B. Brotsch by in fact
Geraldine B. Budd her attorney in fact

Janet M. Brady (SEAL)
Janet M. Brady

NORTH CAROLINA

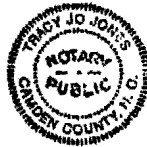
CURRITUCK COUNTY

I, a Notary Public of the County and State aforesaid, certify that Thomas W. Brady and wife, Janet M. Brady personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 13 day of May, 2002.

(SEAL)

My Commission Expires:
10-29-2002



Tracy Jo Jones
Notary Public

STATE OF VIRGINIA

COUNTY/CITY OF Chesapeake

I, a Notary Public of the County and State aforesaid, certify that Geraldine B. Budd personally came before me this day and acknowledged the due execution of the foregoing

Witness my hand and notarial seal, this the 2nd day of April, 2002.

(SEAL)

My Commission Expires:
1.31.2004

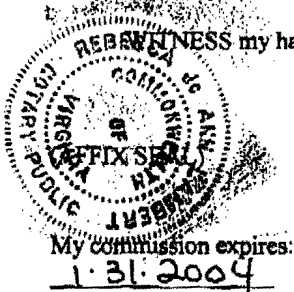
Rebecca Lambert
Notary Public

STATE OF VIRGINIA

COUNTY/CITY OF Chesapeake

I, the undersigned Notary Public, do hereby certify that Geraldine B. Budd, Attorney-in-fact for Elizabeth B. Brotsch, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of Elizabeth B. Brotsch and that this authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and filed for registration in the Office of the Register of Deeds of Currituck County, North Carolina, recorded on the 15 day of May, 2002, in Book 588, Page 401, and that this instrument was executed on behalf of Elizabeth B. Brotsch under and by virtue of the authority given by said instrument granting her power of attorney; that the said Geraldine B. Budd acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Elizabeth B. Brotsch.

IN WITNESS my hand and notarial seal, this the 2nd day of April, 2002.



Geraldine B. Budd attorney in fact
for Elizabeth B. Brotsch
Notary Public
Rebecca Jo Lambert
Notary Public

NORTH CAROLINA, CURRITUCK COUNTY

The foregoing certificate(s) of Tracy Jo Jones-Notary of Camden Co., NC and Rebecca Jo

Ann Lambert-Notary of the Commonwealth of VA is (are) certified

to be correct. This instrument was presented for registration at 4:52 o'clock PM, on May 15

20 02, and recorded in Book 588, Page 403.

Charlene W. Dancy
Register of Deeds
By Natalie R. Swiddy
Assistant Deputy Register of Deeds

NORTH CAROLINA
CURRITUCK COUNTY

*Just recently
Recorded*

AMENDMENT TO RESTRICTIVE COVENANTS FOR BRADY LANDING

Know all men by these presents:

That Thomas W. Brady and wife, Janet M. Brady, Geraldine B. Budd and Elizabeth B. Brotsch herein after referred to as "Developers" filed restrictive covenants in Deed Book 588, Page 403 applicable to Parcels 1A, 2A, 3A and 1B as shown on a plat recorded in plat Cabinet G, Slide 336; and whereas Developers sold Lot 2A to Shoreline Structures, Inc., hereinafter referred to as "Shoreline" by deed recorded in Deed Book 588, Page 414; and whereas Developers recorded a second plat entitled "Amended Private Access Subdivision for Brady Landing Airpark, Crawford Township, Currituck County, North Carolina" recorded in Plat Cabinet C-2, Slide 377 delineating Lots 2A, 3A, 1B and 4B; and whereas the parties hereto desire to rescind and revoke the plat recorded in Plat Cabinet C-2, Slide 377 and to adopt a plat entitled "Private Access Subdivision of Brady Landing Airpark, Crawford Township, Currituck County, North Carolina" recorded in Plat Cabinet C-2, Slide 399; and further the parties desire to amend the Restrictive Covenants recorded in Deed Book 588, Page 403;

Now, therefore Developers and Shoreline do hereby amend the Restrictive Covenants recorded in Deed Book 588, Page 403 as follows:

1. The restrictive covenants, as amended, shall apply to all of the lots or parcels of land shown and delineated on the plat entitled "Private Access Subdivision for Brady Landing Airpark, Crawford Township, Currituck County, North Carolina", recorded in Plat Cabinet C-2, Slide 399.

2. Restrictive Covenant 4 as contained in the restrictions recorded in Deed Book 588, Page 403 is amended as follows:

The owners of the lots are required to become members of the Brady Landing Homeowners Association. At such time as the membership in the Homeowners Association exceeds five members a non profit corporation will be formed. The lot owners shall be subject to the rules, regulations and by laws adopted by the association including the levying of assessments for the purpose of maintaining streets or other subdivision amenities. In determining the affairs of the Association, each lot will be

allotted one vote. Assessments will be made on a per lot basis, provided however that lots owned by the Developers, so long as the lots remain in the name of the Developers, will be assessed at 35 per cent of the assessment made against the lots already transferred by the Developer. Provided further that for so long as Developers own land that is yet unsubdivided but is included within the boundaries of the preliminary plans for the Brady Landing Airpark, Developers shall pay an amount to the Homeowners Association equal to full assessment for a lot within the subdivision. This assessment will be in addition to any assessment made against subdivided lots owned by the Developers. Provided further that it is understood that as to the unsubdivided property the Brady property would be subject to one assessment and the Budd/Brostch property would be subject to one assessment, each of which would end when the respective properties are fully subdivided.

The assessments herein referred to shall be annual assessments payable January 1st of each year.

In the event any assessment is not paid by the due date the amount owed shall become a lien against the lot or parcel of land upon which the assessment is due and, after due filing of a notice of lien in the office of the Clerk of Superior Court, action may be commenced to foreclose the lien in the same manner as a foreclosure of a deed of trust as set forth in Chapter 45 of the General Statutes of North Carolina.

3. Developers represent that they intent to submitted applications to the Currituck County officials for approval to develop adjoining lands that are presently intended to constitute a part of the Brady Landing Airpark. Developers will subject those lands, when developed, to the restrictive covenants recorded in Deed Book 588, Page 503 as amended by this document, provided however Developers reserved the right and privilege to incorporate minor changes in order to address particular characteristics of the lots to be platted that might not apply to the lots shown on the plat referred to herein.

4. Notwithstanding any other provisions contained herein or in the restrictions recorded in Deed Book 588, Page 414 it is expressly agreed that the Barnett house and lot as described in a deed recorded in Deed Book _____, Page _____ and the house and lot presently owned and occupied by Thomas W. Brady and wife, Janet M. Brady as their place of residence as described in Deed Book _____, Page _____

shall not be subject to assessments, nor shall their owners be members of the Homeowners Association.

5. Notwithstanding any other provisions contained herein, any lots within the Brady Landing Airpark owned by children or grandchildren of Thomas W. Brady and wife, Janet M. Brady shall be subject to a maximum annual assessment of \$100.00 from the Homeowners association.

6. Except as herein amended the restrictive covenants recorded in Deed Book 558, Page 403 shall remain in full force and effect.

In testimony whereof, Developers and Shoreline Structures, Inc. have hereunto set their hands and seals this the _____ day of October, 2002.

Thomas W. Brady

Janet M. Brady

Geraldine B. Budd

Elizabeth B. Brotsch by Geraldine B. Budd
Her attorney in fact

SHORELINE STRUCTURES, INC.

By: _____

NORTH CAROLINA
COUNTY OF CURRITUCK

I, a Notary Public of the County and State aforesaid, certify that Thomas W. Brady and wife, Janet M. Brady personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the ____ day of September, 2002.

(SEAL)

Notary Public

My Commission Expires:
10-29-2002

STATE OF VIRGINIA
COUNTY/CITY OF _____

I, a Notary Public of the County and State aforesaid, certify that Geraldine B. Budd personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the ____ day of October, 2002.

(SEAL)

Notary Public

My Commission Expires:

STATE OF VIRGINIA
COUNTY/CITY OF _____

I, the undersigned Notary Public, do hereby certify that Geraldine B. Budd, Attorney-in-fact for Elizabeth B. Brotsch, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of Elizabeth B. Brotsch and that this authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and filed for registration in the Office of the Register of Deeds of Currituck County, North Carolina, recorded on the ____ day of _____, ____ in Book _____, Page _____, and that this instrument was executed on behalf of Elizabeth B. Brotsch under and by virtue of the authority given by said instrument granting her power of attorney; that the said Geraldine B. Budd acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Elizabeth B. Brotsch.

WITNESS my hand and notarial seal, this the ____ day of October, 2002.

(AFFIX SEAL)

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY/CITY OF _____

I, a Notary Public do hereby certify that Robert L. Howsare personally appeared before me this day and acknowledged that he is Vice President of Shoreline Structures, Inc., a North Carolina Corporation, and that said writing was signed by him in behalf of said corporation by its authority duly given. And the said Robert L. Howsare acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and seal this the ____ day of October, 2002.

(SEAL)

Notary Public

My Commission Expires:
