

BK 997 PCL 60

DRAWN BY A RETURN TO: **RECORDED**

AND

STATE OF NORTH CAROLINA **VERIFIED**
COUNTY OF UNION MKH

Filed for record
Date 8-5-97
Time 1:10 o'clock Pm
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

DECLARATION OF RESTRICTIVE COVENANTS

Peter MKH

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 5th day of August, 1997, by and between D & R DEVELOPERS, L.L.P., a N. C. General Partnership in Union County, hereinafter referred to as the parties of the first part; and PROSPECTIVE PURCHASERS of all lots in subdivision known as PROSPECT POINTE as shown on plats recorded in Plat Cabinet E, Files 252, 253, 254 & 255, Union County Registry, incorporated herein by reference.

WITNESSETH:

WHEREAS, the said parties of the first part intend to convey each of said lots as the same are shown and delineated on the above-mentioned maps, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall be inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which the said parties of the first part may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all of a numbered lot on said map may combine with such numbered lot, parts or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. See, also, Paragraph 16.
2. **Land Use and Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any subdivision lot is prohibited, and the remodeling, reparation, renovation or conversion of any building moved and placed on any subdivision lot, for use as a dwelling, is prohibited. No mobile or manufactured or modular home may be erected, placed or permitted to remain upon any Lot. A private garage and outbuilding are permitted on each lot, provided they are erected incidental to the residential use of the subdivision lot. Any such outbuilding or garage that has an entrance fronting on a subdivision street or public road, or in which the contents or interior of the same are visible from the subdivision street or public road, shall have a door or doors which shall be maintained in good working order and which shall be used to conceal the contents and interior. It is provided, however, that the party of the first part, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such model home may be maintained in the subdivision.

3. Dwelling Size.

(a) Any one-story dwelling erected upon any Lot shall contain not fewer than 1400 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

(b) Any one and one-half story dwelling erected upon any Lot shall contain not fewer than 1500 square feet outside measurement of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not fewer than 900 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

(c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not fewer than 1600 square feet, outside measurement, of enclosed floor heated are, exclusive of open porches and garages. Such dwelling shall contain not fewer than 800 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. Construction Quality. All house plans must be approved by D & R Developers, L.L.P. prior to beginning construction. All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. All dwellings must be constructed of brick exterior on the front. "Front" of the residence or garage is deemed to be that portion or portions that face one or more of the subdivision streets, including a residence located on a corner lot where a side of the residence is facing a street, in which case the side shall also be considered as "front." The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroof siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any Lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No barn shall be located on any Lot except on Lots 19 & 20. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot; however, a new storage shed constructed of pre-finished (painted) metal shall be permitted. Any storage shed or outbuilding must be located behind the dwelling house (behind the building line of the back side of the dwelling). Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions. No residence shall be constructed on a concrete slab foundation.

5. Setback Lines. No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. No building shall be located nearer than ten feet to any side line or nearer than forty (40) feet to the rear line of any Lot. It is provided, however, that eaves, steps, scoops and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat. The Union County Zoning Ordinance shall control and supersede all setbacks herein where the recorded plats do not show same or where county zoning setbacks require greater distance than are herein required.

6. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement ten (10) feet in width is reserved along each sideline of each Lot. Additional drainage easements, utility, and watershed easements are reserved as may be more particularly shown and delineated on the recorded map of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit any easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition.
8. **Antennas and Satellite Dishes.** No freestanding antenna shall be permitted on any Lot. Any satellite dish placed on any Lot must be located behind the rear line of the residence, and placement and location of a satellite dish, otherwise is prohibited.
9. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "Lot" shall include subdivision street.
10. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
11. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, on sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.
12. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes; provided, however, horses may be stabled and maintained on Lots 19 and 20, only.
13. **Restriction Against Fences.** No fence may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. No fence which exceeds six (6) feet in height may be erected on any portion of the Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area.
14. **Business.** No business of any nature, commercial or otherwise, shall be permitted in the subdivision, except customary home occupations as defined and approved by the Union County Land Use Ordinance, now, and as from time to time amended.
15. **Outside Access to Streets.** No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining to the subdivision's streets.
16. **Combination of Lots; Further Subdivision.** More than one (1) Lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to resubdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or resubdivided lots.
17. **Changes and Time Period.** These restrictive covenants are subject to being altered, modified, changed or cancelled any time by written document executed by the Declarants (if Declarants still own any lot at such time) and by the then-owners of not fewer than 75% of the total lots shown on the above-referenced plats, and recorded in the office of the Register of Deeds of Union County, North Carolina.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned Lots up to and including the day of August, 2016, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless by written instrument executed by a majority of the then-owners of said Lots, and duly recorded in the office of the Register of Deeds of Union County no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agreed to change or cancel in whole or in part.

18. **Enforcement.** Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of any side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages.

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

IT IS HEREBY DECLARED THAT the above described Lots as shown on the above-referenced recorded map shall be and are subject to the above-described restrictive covenants and conditions, and this Declaration and the Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration.

IN WITNESS WHEREOF, parties of the first part have set their hands and seals this day, month and year above written.

D & R DEVELOPERS, L.L.P.

By: *Johnny Frank Davis* (SEAL)
Johnny Frank Davis, General Partner

By: *William Andy Rushing* (SEAL)
William Andy Rushing, General Partner

NORTH CAROLINA - Union County
I, a Notary Public, of said County and State certify that Johnny Frank Davis and William Andy Rushing, **DMETA Partners of D & R Developers, L.L.P.** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of August, 1997.
My Commission expires: 1-29-2001

Kenny B. Price
Notary Public

THE FOREGOING CERTIFICATE of Kenny B Price, JP of Union Co, NC
is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

JUDY G. PRICE, REGISTER OF DEEDS OF UNION COUNTY

By: *Deanna Price*
Deputy/Assistant Register of Deeds

DRAWN BY & RETURN TO:

FERRY, BUNDY, PEYLER & LONG, L.L.P.

RECORDED

BK 997 PG 460

STATE OF NORTH CAROLINA VERIFIED
COUNTY OF UNION MKH

Filed for record
Date 8-5-97
Time 4:10 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

DECLARATION OF RESTRICTIVE COVENANTS

Peterson
MKH

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 5th day of August, 1997, by and between D & R DEVELOPERS, L.L.P., a N. C. General Partnership in Union County, hereinafter referred to as the parties of the first part; and PROSPECTIVE PURCHASERS of all lots in subdivision known as PROSPECT POINTE as shown on plats recorded in Plat Cabinet E, Files Z52, Z53, Z54 & Z55, Union County Registry, incorporated herein by reference.

WITNESSETH:

WHEREAS, the said parties of the first part intend to convey each of said lots as the same are shown and delineated on the above-mentioned maps, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms, and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said lots to the end that the restrictive and protective covenants and conditions herein set out shall be inure to the benefit of each person, firm or corporation which may acquire title to any and all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which the said parties of the first part may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

⁰¹⁴⁶¹⁸
NOW, THEREFORE, in consideration of the premises, parties of the first part hereby covenant and agree with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions:

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all of a numbered lot on said map may combine with such numbered lot, parts or portions of another numbered lot or lots and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. See, also, Paragraph 16.
2. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. The moving and placement of any existing or prior constructed building or portion thereof to be used as a dwelling upon any subdivision lot is prohibited; and the remodeling, reparation, renovation or conversion of any building moved and placed on any subdivision lot, for use as a dwelling, is prohibited. No mobile or manufactured or modular home may be erected, placed or permitted to remain upon any Lot. A private garage and outbuilding are permitted on each lot, provided they are erected incidental to the residential use of the subdivision lot. Any such outbuilding or garage that has an entrance fronting on a subdivision street or public road, or in which the contents or interior of the same are visible from the subdivision street or public road, shall have a door or doors which shall be maintained in good working order and which shall be used to conceal the contents and interior. It is provided, however, that the party of the first part, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such model home may be maintained in the subdivision.

3. Dwelling Size.

- (a) Any one-story dwelling erected upon any Lot shall contain not fewer than 1400 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.
- (b) Any one and one-half story dwelling erected upon any Lot shall contain not fewer than 1500 square feet outside measurement of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not fewer than 900 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.
- (c) Any two-story/two and one-half story dwelling erected upon any Lot shall contain not fewer than 1600 square feet, outside measurement, of enclosed floor heated are, exclusive of open porches and garages. Such dwelling shall contain not fewer than 800 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. **Construction Quality.** All house plans must be approved by D & R Developers, L.L.P. prior to beginning construction. All dwellings, garages and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. All dwellings must be constructed of brick exterior on the front. "Front" of the residence or garage is deemed to be that portion or portions that face one or more of the subdivision streets, including a residence located on a corner lot where a side of the residence is facing a street, in which case the side shall also be considered as "front." The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroil siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any Lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No barn shall be located on any Lot except on Lots 19 & 20. Any storage shed shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot; however, a new storage shed constructed of pre-finished (painted) metal shall be permitted. Any storage shed or outbuilding must be located behind the dwelling house (behind the building line of the back side of the dwelling). Storage sheds, utility buildings and outbuildings are considered the same for purposes of these restrictions. No residence shall be constructed on a concrete slab foundation.

5. **Setback Lines.** No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. No building shall be located nearer than ten feet to any side line or nearer than forty (40) feet to the rear line of any Lot. It is provided, however, that eaves, steps, stoops and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat. The Union County Zoning Ordinance shall control and supersede all setbacks herein where the recorded plats do not show same or where county zoning setbacks require greater distance than are herein required.

6. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities, are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement ten (10) feet in width is reserved along each sideline of each Lot. Additional drainage easements, utility, and watershed easements are reserved as may be more particularly shown and delineated on the recorded map of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. No lot owner may dedicate, convey or permit any easement or right of way for ingress and egress to land located outside the subdivision boundaries as shown on the recorded plat.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition.
8. **Antennas and Satellite Dishes.** No freestanding antenna shall be permitted on any Lot. Any satellite dish placed on any Lot must be located behind the rear line of the residence, and placement and location of a satellite dish, otherwise is prohibited.
9. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision. As herein used, "Lot" shall include subdivision street.
10. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
11. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, on sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.
12. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes; provided, however, horses may be stabled and maintained on Lots 19 and 20, only.
13. **Restriction Against Fences.** No fence may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. No fence which exceeds six (6) feet in height may be erected on any portion of the Lot. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of the subdivision as an easement area.
14. **Business.** No business of any nature, commercial or otherwise, shall be permitted in the subdivision, except customary home occupations as defined and approved by the Union County Land Use Ordinance, now, and as from time to time amended.
15. **Outside Access to Streets.** No right of way or easement or grant of any kind for egress, ingress or regress (whether by verbal permission or in writing, or through inaction, implication or otherwise) shall be granted or allowed by the owner of any lot to create access by or for an adjoining landowner or person or entity not adjoining, to the subdivision's streets.
16. **Combination of Lots; Further Subdivision.** More than one (1) Lot (as shown on the subdivision map) or part thereof may be combined to form one or more building lots with the express written consent of the Developer and in such event the building line requirements prescribed herein shall apply to such combined lot. Developer reserves the right to resubdivide any portion or all of the subdivision owned by the Developer. Upon combination or re-subdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or resubdivided lots.
17. **Changes and Time Period.** These restrictive covenants are subject to being altered, modified, changed or cancelled any time by written document executed by the Declarants (if Declarants still own any lot at such time) and by the then-owners of not fewer than 75% of the total lots shown on the above-referenced plats, and recorded in the office of the Register of Deeds of Union County, North Carolina.

These covenants are to run with the land and shall be binding on all persons and entities acquiring title to any of the aforementioned Lots up to and including the ___ day of August, 2016, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless by written instrument executed by a majority of the then-owners of said Lots, and duly recorded in the office of the Register of Deeds of Union County no later than sixty (60) days prior to any anniversary date of any such automatic renewal, it is agreed to change or cancel in whole or in part.

18. **Enforcement.** Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of any side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages.

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

IT IS HEREBY DECLARED THAT the above described Lots as shown on the above-referenced recorded map shall be and are subject to the above-described restrictive covenants and conditions, and this Declaration and the Restrictions SHALL RUN WITH THE LAND and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to this Declaration.

IN WITNESS WHEREOF, parties of the first part have set their hands and seals this day, month and year above written.

D & R DEVELOPERS, L.L.P.

By: [Signature] (SEAL)
Johnny Frank Davis, General Partner

By: [Signature] (SEAL)
William Andy Rushing, General Partner

NORTH CAROLINA - Union County
I, a Notary Public, of said County and State certify that Johnny Frank Davis and William Andy Rushing, **CHRISTA Partners of D & R Developers, L.L.P.**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14th day of August, 1997.
My Commission expires: 1-29-2001

[Signature]
Notary Public

THE FOREGOING CERTIFICATE of Karen B Price, AP of Union Co, NC
is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

JUDY G. PRICE, REGISTER OF DEEDS OF UNION COUNTY

By: [Signature]
Deputy/Assistant Register of Deeds