

STATE OF NORTH CAROLINA

May 1, 2002 (dr)

COUNTY OF UNION

18551

DECLARATION OF RESTRICTIVE COVENANTS FOR  
THE BROOKS SUBDIVISION

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Deeds  
North Carolina

WHEREAS, Dan Moser Company, Inc., P.O. Box 350, Mineral Springs, North Carolina is the owner of a certain tract of land located on Charmwood Road, Wesley Chapel, North Carolina, Sandy Ridge Township, Union County, North Carolina and described in a plat recorded in the Office of the Register of Deeds of Union County, North Carolina, in Cab G, Files 934-940, and designated as The Brooks Subdivision.

WHEREAS, Dan Moser Company, Inc. now desires for the use and benefit of their Company, its heirs, successors and assigns and its future grantees and lessees, to place and impose certain restrictive covenants on the Subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Dan Moser Company, Inc., for their Company, its heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each lot shown on the above referenced plat and included in the subject property the following restrictive covenants for the period ending 20 years from the date hereof.

1. Land Use. All lots shall be known and described as residential purposes and are devoted exclusively to dwelling use. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling, not to exceed two and one-half stories height, excluding finished basements.
2. Building Lines. No building shall be located nearer to the front or sidelines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to any front, side, or rear setback line as required by the City of Wesley Chapel's Zoning Ordinances.
3. Subdivision of Lots. No person or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of the Declarant and must be in compliance with City Subdivision Regulations.
4. Size of Structure. No residential structure shall be erected or placed having a total finished heated area of less than 1,800 square feet in the instance of a one-story dwelling. Any multi-story dwelling must contain a minimum of 2,200 square feet of enclosed heating area. Only a single family dwelling and its ancillary buildings may be erected on a lot. No building, as aforementioned, may be erected until construction of the dwelling has been begun. Any dwelling or ancillary building shall be set back according to the set back lines as shown on the recorded Cab G, Files 934-940, of the Union County Registry. Any ancillary building or storage building must be constructed

MAIL TO - Dan Moser  
Dan Moser Company  
PO Box 350  
Mineral Springs, 27108

from material matching the house on the lot. All homes must have a minimum 2 car garage which may be detached.

5. The Exterior Walls. All homes must have a brick foundation and at least 75% of the front should be brick. In all cases floor plans and blue prints must be approved by Dan Moser Company.

6. The majority of all roof areas on any house shall have a minimum 6/12 roof Pitch.

7. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Developer, or its designated agent or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

8. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

9. Residence. No mobile homes, manufactured houses, relocation of existing older homes, no metal buildings, basement, tent, shack, garage, barn, or other outbuilding erected on the Properties shall be at any time used as a dwelling or residence, temporarily or permanently, nor shall any structure of a temporary character be used as a dwelling or residence.

10. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the rear corners of any dwelling erected on the lot:

- (a) Free standing radio or television transmission or reception towers and antennas, satellite dishes must be less than three (3) feet in diameter and they must not be visible from in front of the house.
- (b) Swimming pools (above ground pools prohibited), Jacuzzis, or hot tubs.
- (c) Trampolines.
- (d) Fences or walls, including invisible fencing. All perimeter fencing shall be either 2 or 3 rail split rail with a maximum height of 4' or ornamental aluminum with a maximum height of 5'. Privacy fencing shall be allowed to enclose a patio, hot tub, or pool. No structures including fences) shall be built or placed on berm. The following fencing would be prohibited:  
chain link and/or chicken wire.

11. Harmony of Structures. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures on the Properties including storage buildings, out buildings or detached garages.

12. Easements. A perpetual easement is reserved over the rear 10 feet of each Lot for utility installment and maintenance and/or as shown on recorded map. A perpetual

easement is reserved over the side 5 feet and rear 10 feet of each Lot for public storm drain and/or as shown on recorded map. Any water, sewer, or storm drain easements shall also be used as reserved easements.

**13. Animals.** 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 that they are not kept, bred, or maintained for any commercial purpose.

**14. Trash Disposal.** All rubbish, trash, garbage, or waste of any kind shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

**15. Sight Line Limitations.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 35 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended, or as shown on the Recorded Plat. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

**16. Parking of Vehicles.** No truck over one ton, school bus, camper, trailer, boat or boat trailer, recreation vehicles, craft or watercraft shall be parked in the street, in a driveway, in the front yard, in a side yard, or in the back yard of any Lot, or anywhere else outside of garage, except as expressly permitted by the Developer. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed on property. There will be no dirt bikes, mopeds, 4-wheelers, or go-carts allowed on streets and vacant lots. The preceding restriction shall not affect parking of passenger cars, S.U.V.'s, or light trucks, except there shall be no parking on streets with the exception of overnight guests.

**17. Mailbox and Newspaper Box.** No masonry mailbox supports shall be permitted. Declarant shall designate the type of mailbox and newspaper box that may be installed on the Properties, and no other type of mailbox or newspaper box may be installed on any Lot. No planting of trees, shrubs, or any other objects may be placed on the street right-of-ways.

**18. Basketball Goal Support.** No basketball goal supports shall be erected or placed within any street right-of-way.

**19. Construction of Driveway.** All homes shall have a concrete driveway. If the house has no garage, then a 9' wide concrete driveway will begin from the back of the curb to the front foundation of the house. If the house has an attached garage, a 9' wide driveway will begin at the back of the curb until it joins the garage. If the house has a detached single garage, a 9' wide concrete driveway will begin at the back of the curb where it adjoins the garage. If the house has a detached double garage, then a 9' driveway will begin at the back of the curb and flare to 16' where it adjoins the garage.

**20. No Access from Chambwood Road.** No driveway, accessway, curbcut, or other vehicular access shall be permitted between any lot abutting Chambwood Road and connecting directly to Chambwood Road and all lots shall access to Chambwood Road only by streets within the property.

**ARTICLE VIII  
EASEMENTS**

Easements for the installation and maintenance of fences, driveways, walkways, parking areas, water lines, gas lines, telephone, cable TV, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat and as further described in Section 12 of this instrument. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. A 10' easement is hereby reserved for Declarant, Developer, and their Assigns for construction purposes.

**ARTICLE IX  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Developer or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by the Developer or any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Effect of Restrictions and Amendment.** The covenants and restrictions of this Declaration shall bind only to the land specifically herein described and shall run with and bind that land. This Declaration may be amended prior to December 31, 2004, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and by the Declarant, so long as the Declarant still owns any Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

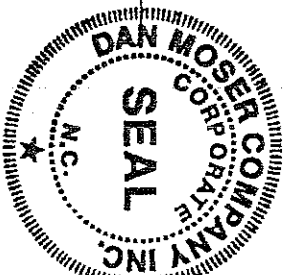
IN WITNESS THEREOF, the parties hereto have executed this Declaration under seal as of the 2nd day of May, 2002.

Dan Moser Co., Inc.

BY: Dan L. Moser  
Dan L. Moser

ATTEST:

Dorinda S. Rickard  
Secretary



NORTH CAROLINA, FAYTON COUNTY  
The Notary Public in and for the County of  
Dorinda S. Rickard

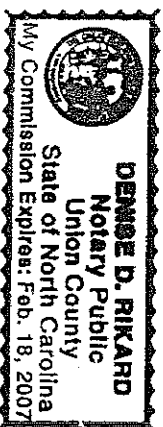
ATTEST:

STATE OF NORTH CAROLINA  
COUNTY OF UNION

DEEDS & RECORDS DIVISION  
BY: Deanna C. Potts  
ASST. CLERK

I, Dorinda S. Rickard, a Notary Public of the County and State  
aforesaid, certify that Dorinda S. Rickard personally came before  
me this day and acknowledged that she is secretary of Dan Moser Co., Inc., a North  
Carolina corporation, and that by authority duly given and as the act of the corporation,  
the foregoing instrument was signed in its name by its President, sealed with its  
corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 2nd day of  
May, 2002.



Notary Public (SEAL)

My Commission Expires: February 18, 2007

06453

Filed for recording  
Date: 2/11/2003 2:11 PM  
Office of Deeds  
Charlotte, North Carolina

Drawn By and Mail to:  
C. Hunter  
10800 Sikes Place, Suite 205  
Charlotte, NC 28277

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE BROOKS SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
is made this 3<sup>rd</sup> of FEBRUARY, 2003 by DAN MOSER COMPANY, INC., a North  
Carolina Corporation, hereinafter referred to as "Declarant," and The DUBLIN BUILDING  
GROUP, LTD., and ALANA HOWIE HOMES, INC., hereinafter referred to as "Builder."

**WITNESSETH:**

**WHEREAS**, Declarant and Builder desire to insure the attractiveness of the subdivision  
and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and  
enhance the values and amenities of all properties within the subdivision and to provide for the  
maintenance and upkeep of any Common Area, street lighting, entrance monuments and other  
neighborhood amenities; and to this end desires to subject the said real property to the covenants,  
conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is  
and are for the benefit of said property and each owner thereof, and

**WHEREAS**, Declarant has incorporated or will incorporate under North Carolina law  
**The Brooks Homeowners Association, Inc.** as a nonprofit corporation for the purpose of  
exercising and performing the aforesaid functions.

**NOW, THEREFORE**, Declarant and Builder, by this Declaration of Covenants,  
Conditions, and Restrictions, does declare that all of the property described in Article II hereof is  
and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions,  
restrictions, easements, charges, and liens set forth in this Declaration which shall run with the  
real property and be binding on all parties owning any right, title, or interest in said real property  
or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each

owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Homeowners Association" shall mean and refer to **THE BROOKS HOMEOWNERS ASSOCIATION, INC.**, a nonprofit corporation, its successors and assigns

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (as hereinafter defined) which is a part of the Properties, including contract sellers, but excluding Declarant Builder and those having such interests merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to the property described in Article II hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Homeowners Association.

**Section 4.** "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the Owners, street lighting, entrance monuments and any additional neighborhood amenities.

**Section 5.** "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties.

**Section 6.** "Declarant" shall mean and refer to **DAN MOSER COMPANY, INC.**

**Section 7.** "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

**Section 8.** "Builder" shall mean and refer to **THE DUBLIN BUILDING GROUP, LTD.** and **ALANA HOWIE HOMES, INC.**

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
AND WITHIN THE JURISDICTION OF THE  
HOMEOWNERS ASSOCIATION**

**Section 1.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and shall be within the jurisdiction of the Homeowners Association is located in, UNION County, North Carolina, and is more particularly described on the Final Plat of **THE BROOKS** Subdivision, dated MARCH 14, 2002 and recorded in PLAT CABINET G FILES 934, 935 AND 936 of the Union County Public Registry, (The Map) and any property described in Deed Book 1475 at Page 675 in the Union County Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of and made subject to this Declaration and the Homeowners Association by the Declarant.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Every owner of a Lot shall notify the Homeowners Association of the owner's acquisition of title to a Lot within fifteen (15) days after title is acquired.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights and assessments:

(a) Class A Lots. Class A Lots shall be all Lots Except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A Lot.

(b)) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in (1) below. The Declarant shall be entitled to three votes for each Class B Lot owned by it. The Class B. lots shall cease to exist and shall be converted to Class A Lots as the Class B Lots are sold by the Builder to the Owner.

Section 3. Notwithstanding the provisions of Section 1 and Section 2 above, the total votes cast by any nonresident Owners, other than the Declarant, shall not exceed forty-nine percent (49%) of all votes cast on any matter for action by the Owners or the Homeowners Association.

ARTICLE IV  
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, entrance monuments, street lighting and any neighborhood amenities, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreation facilities situated upon the Common Area and to



limit the use of facilities to owner using their lots as their principle residence in Union County, North Carolina, and to their families, tenants, contract purchasers, and guests, as provided in Section 2 of this Article IV.

(b) The right of the Homeowners Association to suspend the voting rights and rights to the use of the recreational facilities of any Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments and (2) special assessments, such assessments to be established and collected as hereinafter provided. Any such assessment, together with interest, costs and reasonable attorney's fees shall be in charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2 Purposes of Assessments.** The assessments levied by the Homeowners Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Common Area, entrance monuments, street lighting and any neighborhood amenities including, but not limited to, the cost of maintenance, repair, replacement, or additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, the payment of taxes assessed against the Common Area, or neighborhood amenities, the procurement and maintenance of insurance in accordance with the Bylaws of the Homeowners Association, the employment of attorneys to represent the Homeowners Association, when necessary, and such other needs as may arise.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be **Two Hundred Fifty Dollars (250.00) per Class A Lot. Any lots owned by the Declarant and or Builder not be subject to assessments.**

(A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum annual assessments may be increased without limitation, if such increase is approved by two-thirds (2/3) of the votes of all Members present in person or by proxy at a meeting duly called for this purpose.

(B) The Board of Directors of the Homeowners Association may permit the annual assessment to be paid in installments but the ratio of the assessment established for each Class A Lot to the assessment established for each Class B Lot shall always be four to one.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, any operating cost deficit or other expense for which annual assessments receipts are insufficient or the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, entrance monuments, street lighting or other neighborhood amenities, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3 (b) of this Article.

**Section 5. Assessment Rate.** Both annual and special assessments must be fixed at a uniform rate for all Lots within each class and shall be collected on a monthly basis.

**Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4**  
Written notice of any meeting of the Homeowners Association called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called for the same purpose and subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting date.

Section 7. Date of Commencement of Annual Assessments; Due Dates:  
Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots on February 3rd, 2003.

At least thirty (30) days before January 1 of each year, the Board of Directors of the Homeowners Association shall fix the amount of monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. Failure of the Board of Directors or the Homeowners Association to fix the amount of annual assessment or to notify any Owners shall not relieve any Owner of the obligation to pay assessment when due. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of eighteen percent (18%) or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is the lesser. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot by action or by power of sale to the extent permitted under North Carolina Law, and interest, late payment fees, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer to any Lot which is subject to any first mortgage or first deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments to the extent the assessments became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local

public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments

ARTICLES VI  
GENERAL PROVISIONS

**Section 1. Enforcement.** The Homeowners Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. In any such action, the court may award reasonable attorney's fees to the prevailing party. Failure by the Homeowners Association of any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Effect of Restrictions and Amendment.** The covenants and restrictions of this Declaration shall bind only to the land specifically herein described and shall run with and bind that land. This Declaration may be amended prior to December, 2005 by an instrument signed by the Declarant and Builder, so long as the Declarant and Builder still own any Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

IN WITNESS THEREOF, the parties hereto have executed this Declaration under seal as of the 3rd day of February, 2003

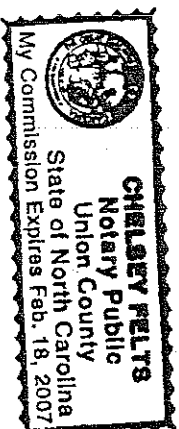
The Dublin Building Group, LTD.

Dan Moser Company, Inc.

BY: [Signature]  
President

BY: [Signature]  
Vice President





STATE OF NORTH CAROLINA

COUNTY OF UNION

I, Chelsey Felts a notary public of the County and State aforesaid, certify that John Moser personally came before me this day and acknowledged that he is President of The Dublin Building Group, LTD., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this 3 day of Feb, 2003

My commission expires:

Cheryl Just  
Notary Public Feb 18, 2007

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, Joseph H. Harward, a Notary Public of the County and State aforesaid, certify that Wanda Stafford personally came before me this day and acknowledged that he is Vice President of Dan L. Moser Company, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this 3rd day of February, 2003

Joseph H. Harward (SEAL)  
Notary Public

My Commission Expires: 10-5-2003



Alana Howie Homes Inc.

BY: Alana Howie  
\_\_\_\_\_  
President

STATE OF NORTH CAROLINA

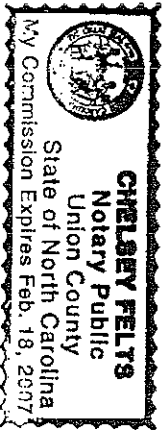
COUNTY OF UNION

I, Chelsey Felts a notary public of the County and State aforesaid, certify that Alana Howie personally came before me this day and acknowledged that she is President of Alana Howie Homes Inc, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her as its \_\_\_\_\_ President.

Witness my hand and official stamp or seal, this 6 day of Feb, 2003

Chelsey Felts  
Notary Public

My commission expires:  
Feb 18, 2007



NORTH CAROLINA-UNION COUNTY  
The following is a true and correct copy of  
Chelsey Felts and Joey  
H. Haywood

JUDY G. PRITCHARD, Notary Public  
BY: BERNARD COCCO  
ASST/DEPT