

BK 1145PG0417

*see amended,*  
BK 1161  
pg 22

RECORDED

AND

VERIFIED

JT

*201*  
*[Signature]*

Drawn by & return to:  
Henry, Bundy, Pyle & Long, LLP

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Filed for record  
Date 12-16-98  
Time 1:00 o'clock PM  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe North Carolina

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 16<sup>th</sup> day of September, 1998, by and between RON R. RUSHING and wife, BELINDA KAY RUSHING and ROY H. HILL and wife, SYBIL C. HILL of Union County, hereinafter referred to as the parties of the first part; and PROSPECTIVE PURCHASERS of all lots in subdivision known as WAVERLY PLACE SUBDIVISION, Section I as shown on plat recorded in Plat Cabinet F, File 252, 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, repair, 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

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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 1250 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 1400 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 1500 square feet, outside measurement, of enclosed floor heated area, 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 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. The exteriors of all dwellings must be constructed of brick, no other exterior materials being permissible. 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. 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.

**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 fifteen 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 five (5) 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.

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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.
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. Union 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. Private Drives - Grant of Easements - Shared Maintenance. Where on the recorded subdivision plat there is shown a private drive or driveway to be shared by two or more lots, the lot or lots over which all or a part of the drive or driveway runs shall be subject to an easement therefor as shown on the plat, and the lot or lots being served thereby are hereby granted a permanent, joint and nonexclusive easement and right of way for use of same for ingress and egress, which is

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appurtenant to and runs with the land. Maintenance and upkeep of any such drive or driveway shall be at the sole expense of the owners of the lot or lots being served thereby, which expense shall be paid prorata. By purchase of any lot served by any such shared private drive or driveway, the owner(s) and subsequent owners, successors and assignees covenant and agree to maintain said shared drive or driveway in good condition, adequate and usable in all whether conditions for all seasons. Purchasers of any lot served by a private drive or driveway are hereby put on notice that, unless otherwise notified, the reason for such drive is because of access to the public road being limited by government authorities.

18. 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 16<sup>th</sup> day of September, 2018, 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.


19. 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.

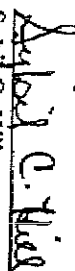
20. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

**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.

  
Roy Hill (SEAL)

  
Ron R. Rushing (SEAL)

  
Sybil C. Hill (SEAL)

  
Belinda Kay Rushing (SEAL)

By:   
Ron R. Rushing, Attorney-in-Fact for  
Belinda Kay Rushing (SEAL)

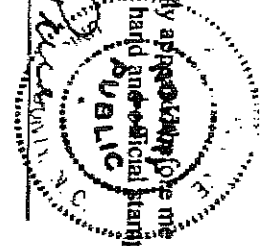
BR1145PG0421

**NORTH CAROLINA - Union County**

I, a Notary Public, of said County and State certify that **Ron R. Rushing** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 16th day of September, 1998.

My Commission expires: 7-29-2001

*Karen B. Price*  
Notary Public

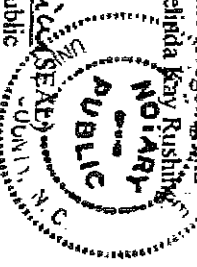


**NORTH CAROLINA - Union County**

I, a notary public of the County of Union and State of North Carolina, do hereby certify that **Ron R. Rushing, Attorney-in-Fact for Belinda Kay Rushing**, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of **Belinda Kay Rushing** and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in Record Book 830, page 363 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and the said **Ron R. Rushing** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **Belinda Kay Rushing**. Witness my hand and official seal, this 16th day of September, 1998.

My commission expires: 7-29-2001

*Karen B. Price*  
Notary Public



**NORTH CAROLINA - Union County**

I, a Notary Public, of said County and State certify that **Roy H. Hill and wife, Sylvia C. Hill**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 16th day of September, 1998.

My Commission expires: 7-29-2001

*Karen B. Price*  
Notary Public



**THE FOREGOING CERTIFICATE** of Karen B. Price, N.P. of Union Co. N.C. 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: *Cindy B. Bodwin*  
Deputy/Assistant Register of Deeds



BK 1161PG0022

11. 9. 21.

Filed for record  
 Date 10.27.98  
 Time 4:50 o'clock P  
 JUDY G. PRICE, Register of Deeds  
 Union County, Moore, North Carolina

Drawn by & return to:  
 Perry, Bundy, Plyler & Long, L.L.P.  
 STATE OF NORTH CAROLINA  
 COUNTY OF UNION

RECORDED  
 AND  
 VERIFIED  
 JGP

AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS

This amendment to Declaration of Restrictive Covenants, made and entered into this 26th, day of October, 1998, by and between RON R. RUSHING and wife, BELINDA KAY RUSHING; and, ROY H. HILL and wife, SYBIL C. HILL, all of Union County, North Carolina, hereinafter referred to as parties of the first part; and PROSPECTIVE PURCHASERS of all lots in Section 1 of WAVERLY PLACE SUBDIVISION, as shown on plat recorded in Plat Cabinet F, File 252, Union County Registry, incorporated herein by reference.

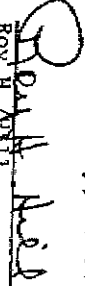

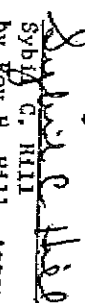
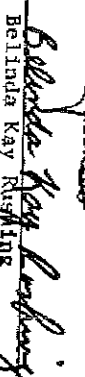
Witnesseth:

It is the desire and intent of parties of the first part to amend Item 12 (paragraph 12) of the Declaration of Restrictive Covenants recorded by them in the Union County Registry in Book 1145, Pg. 0417; that they are presently owners of more than 75% of the lots in Section 1 of Waverly Place Subdivision as shown on plat recorded in Plat Cabinet F, File 252, Union County Registry, and that in accordance with the provisions in the Declaration of Restrictive Covenants, Item 12 (paragraph 12) is amended as follows:

"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, further, however, that a horse or horses may be kept, boarded and maintained on any lot located in Section 1 of the subdivision as shown on plat recorded in Plat Cabinet F, File 252, provided that such horse(s) are kept and maintained in accordance with and in compliance with all Union County Health Department and Union County Zoning Regulations as well as land use regulations as from time to time promulgated and made effective; provided further, that any lot upon which such horse or horses are kept and maintained must consist of more than one (1) acre."

Except for the above amended restrictive covenant, all other restrictions, terms and conditions set forth in those restrictive covenants and conditions recorded in the Union County Registry in Book 1145, Pg. 0417 et seq. are hereby incorporated by reference and made a part hereof, and shall and do remain in full force and effect. The above amendment shall, with all other restrictions, 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.

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

<p>          Roy H. Hill          (SEAL)</p>	<p>          Ron R. Rushing          (SEAL)</p>
<p>          Sybil C. Hill          (SEAL)</p> <p>by Roy H. Hill, Attorney-In-Fact          for Sybil C. Hill</p>	<p>          Belinda Kay Rushing          (SEAL)</p> <p>by Ron R. Rushing, Attorney-In-Fact          for Belinda Kay Rushing</p>

*Roy H. Hill*  
Roy H. Hill, Attorney-In-Fact

(SEAL)

*Ron S. Koshing*  
Ron S. Koshing, Attorney-In-Fact

(SEAL)

BK 1161PG0023

NORTH CAROLINA - Union County

I, a Notary Public of said County and State certify that Ron R. Rushing and Roy H. Hill personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal or stamp this the 26th, day of October, 1998.

My Commission Expires: 10/27/98

*Trena S. Sims*  
Notary Public

NORTH CAROLINA - Union County

I, a Notary Public of said County and State do hereby certify that Ron R. Rushing, Attorney-In-Fact for Belinda Kay Rushing, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Belinda Kay Rushing and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in Record Book 830, page 363 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and the said Ron R. Rushing acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Belinda Kay Rushing. Witness my hand and official seal or stamp, this the 26th, day of October, 1998.

My Commission Expires: 10/27/98

*Trena S. Sims*  
Notary Public

NORTH CAROLINA - Union County

I, a Notary Public of said County and State do hereby certify that Roy H. Hill, Attorney-In-Fact for Sylvia C. Hill, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Sylvia C. Hill and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in Record Book 1154, Pg. 0592 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and the said Roy H. Hill acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Sylvia C. Hill. Witness my hand and official seal or stamp, this the 26th, day of October, 1998.

My Commission Expires: 10/27/98

*Trena S. Sims*  
Notary Public

NORTH CAROLINA - Union County

The foregoing certificate(s) of Trena S Sims, MP of Union Co, NC Notary Public of Union County, NC, is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 1161 Page 30, this 27th, day of October, 1998, at 4:50 o'clock P.M. at

JUDY G. PRICE, REGISTER OF DEEDS, by: Deanna Clocco  
Deputy/Assistant  
Register of Deeds

BK 1989 PG 277

46871

Filed for record  
PL 11,877,2002  
18:10  
Union County, North Carolina  
Register of Deeds  
Union County, North Carolina, NC.

**AMENDMENT TO RESTRICTIVE COVENANTS**

This Amendment is to Declaration of Restrictive Covenants, made and entered into this November, 25, 2002, by and between Ron R. Rushing and wife, Belinda Kay Rushing; Roy H. Hill and wife, Sybil C. Hill; Ty Simpson and wife, Christie Simpson; Brian Keith Griffin; Travis R. Hartley and wife, Lisa Hartley; Daniel Williams; Randy James Nance; and William Jackson Culp, Jr., all of Union County, North Carolina, hereinafter referred to as parties of the first part; and Prospective Purchasers of all lots in Section 1 of WAVERLY PLACE SUBDIVISION, as shown recorded on map in Plat Cabinet F, File 252, Union County Registry, which is incorporated herein by reference.

Witnesseth:

Drafted by: return to:  
Perry, Bundy, Pyle & Long  
Monroe, NC

It is the desire and intent of the parties of the first part to amend Item 13. Restriction Against Fences as set forth on page 3 (page 0419 of the recorded document), as recorded in the Declaration of Restrictive Covenants recorded in the Union County Registry in Book 1145, Pg. 0417, at Pg. 0419, as the covenants apply to Sec. 1, Waverly Place, as shown recorded in Plat Cabinet F, File 252, Union County Registry. The undersigned parties of the first part are the original developers of Waverly Place, along with seventy-five (75%) per cent of the owners of all lots in Sec. 1 as shown on said recorded plat.

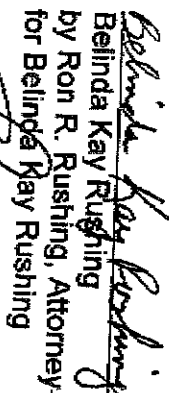
Item or Paragraph 13. Restriction Against Fences. is hereby amended by deleting the first sentence in the paragraph. to-wit: "No fence may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot." And, in lieu of the above deletion, the following is inserted in its place and stead: No fence may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such any such Lot that consists of less than one (1) acre.

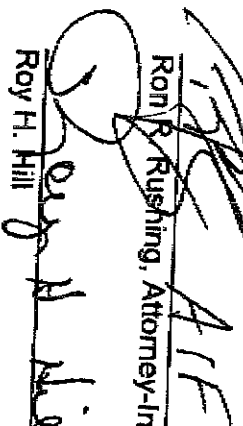

Item or paragraph 13 is amended, only, as above, and the remaining terms in said paragraph shall remain unchanged. Except for the above amended restrictive covenant, all other restrictions, terms and conditions set forth in those restrictive covenants and conditions recorded in the Union County Registry in Book 1145, Pg. 0417 et seq. and in that prior amendment recorded in Book 1161, Pg. 0022 et seq. are hereby incorporated by reference and made a part hereof, and shall and do remain in full force and effect. The above amendment shall, with all other restrictions, 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. This amendment is limited to and is confined to Section

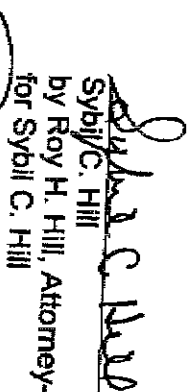
1 of Waverly Place Subdivision as shown on plat recorded in Plat Cabinet F, File 252, Union County Registry.

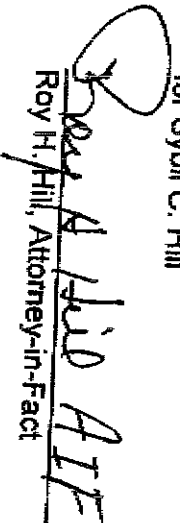
IN WITNESS WHEREOF, parties of the first part have set their hands and seals this the day, month and year above written.

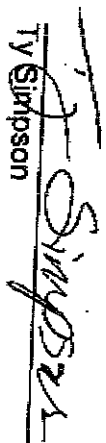
  
Ron R. Rushing (SEAL)


  
Belinda Kay Rushing (SEAL)  
by Ron R. Rushing, Attorney-in-fact  
for Belinda Kay Rushing


  
Ron R. Rushing, Attorney-In-Fact (SEAL)  
  
Roy H. Hill (SEAL)

  
Sybil C. Hill (SEAL)  
by Roy H. Hill, Attorney-In-Fact  
for Sybil C. Hill

  
Roy H. Hill, Attorney-in-Fact (SEAL)

  
Ty Simpson (SEAL)

  
Christie Simpson (SEAL)

  
Brian Keith Griffin (SEAL)

Kevin H. Griffin (SEAL) ✓  
Regina H. Griffin

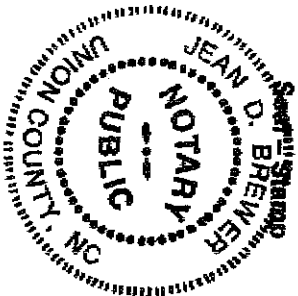
Travis R. Hartley (SEAL) ✓  
Travis R. Hartley

Lisa Hartley (SEAL) ✓  
Lisa Hartley

Daniel Williams (SEAL) ✓  
Daniel Williams

Rayd James Nance (SEAL) ✓  
Rayd James Nance

William Jackson Culp, Jr. (SEAL) ✓  
William Jackson Culp, Jr.

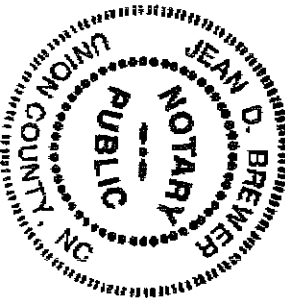


**NORTH CAROLINA, Union County**  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that **Ron R. Rushing and Roy H. Hill**, parties of the first part, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal or stamp, this the 24th. day of November, 2002.

My Commission expires: 1-11-2004

*Jean D. Brewer*  
Notary Public

Seal - Stamp

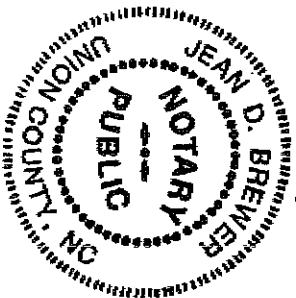


**NORTH CAROLINA, Union County**  
I, a Notary Public of the County and State aforesaid, do hereby certify that **Ron R. Rushing, Attorney-In-Fact for Belinda Kay Rushing**, party of first part, personally appeared before me this day and, being by me duly sworn says that he executed the foregoing and annexed instrument for and in behalf of **Belinda Kay Rushing** and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in **Record Book 830, page 363**, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and the said **Ron R. Rushing** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and for and in behalf of the said **Belinda Kay Rushing**. Witness my hand and official stamp or seal this the 24th. day of November, 2002.

My Commission expires: 1-11-2004

*Jean D. Brewer*  
Notary Public

Seal - Stamp



**NORTH CAROLINA, Union County**  
I, a Notary Public of the County and State aforesaid, do hereby certify that **Roy H. Hill, Attorney-In-Fact for Sybil C. Hill**, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of **Sybil C. Hill**, party of the first part, and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Union County Registry in **Record Book 1154, page 592**, and that this instrument was executed under and by virtue of the authority by said instrument granting him power of attorney; and the said **Roy H. Hill** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **Sybil C. Hill**. Witness my hand and official seal or stamp, this the 24th. day of November, 2002.

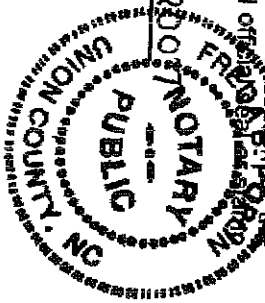
My Commission expires: 1-11-2004

*Jean D. Brewer*  
Notary Public

Seal - Stamp

NORTH CAROLINA, Union County  
I, Notary Public of the County and State aforesaid, certify that Ty Simpson and wife, Christa Simpson; Brian Keith Griffin and wife, Regina M. Griffin; Travis R. Hartley and wife, Lisa Hartley; Daniel Williams; Randy James Nance; and William Jackson Culp, Jr., parties of the first part, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal of office this the 24th day of November, 2002.

My Commission expires: May 14, 2007  
Frank B. Poplin  
Notary Public



NOTARY PUBLIC - UNION COUNTY  
Notary Public for the State of North Carolina  
Frank B. Poplin SIGNATURE OF NOTARY  
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\_\_\_\_\_  
Notary Public  
Notary Public  
Notary Public

WITNESSES:  
BY: Mary G. ...  
Mary G. ...  
ASSISTANT