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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, WITH STRICT ONLY OF BRIDGE WATER SUBDIVISION

THIS PROPERTY OF THE PROPERTY OF BRIDGE WATER SUBDIVISION

THIS DECLARATION, made on the 13th day of March, 2000, by Billy F. Norwood and Robert M. Morrison, Managers of Lake Lee Partners, LLC, hereinafter referred to as "Declarants" and any and all persons, firms or corporations hereafter acquiring any of the within described property.

#### WITNESSETH:

WHEREAS, Declarants, on behalf of Lake Lee Partners, LLC, own and manage certain property in Union County, North Carolina which is more particularly described by plat thereof recorded in Plat Cabinet F, File 922 and 923, in the Union County Public Registry, to which reference is hereby made for a more complete description; and

WHEREAS. Declarants have agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof.

NOW, THEREFORE, Declarants hereby declare that all of the property described or said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

#### DEFINITIONS ARTICLEI

Section 1. "Association" shall mean and refer to the Bridgewater Homeowner's Association, Inc., its successors and assigns. Until such time as the Association is incorporated, it shall be known as the Bridgewater Homeowner's Association.

Section 2. "Owner" shall mean and refer to contract buyers and/or the record owner, whether one or more persons or entitles, of a fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

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Seglion 3. "Property" shall mean and refer to that certain property shown on plat recorded in Plat Cabinet F, File 922 and 923 in the Office of the Union County Register of Deeds, and shall also mean and refer to such revisions thereto as may hereafter be made by Declarants by subsequent recorded instrument.

Section 4. "Lot" shall mean and refer to any plat of land or tract shown upon any recorded subdivision plat of the property.

Section 5. "Declarants" shall mean and refer to Billy F. Norwood and Robert M. Morrison, Managers of Lake Lee Partners, LLC, their heirs, successors and assigns, if the obligations of the Declarants are expressly assumed by such heirs, successors and assigns.

Section 6. "Common Property" shall mean all existing rights of way shared by the ners, plus signs and other property and amenities as may be purchased or provided for common use and benefit of the owners and conveyed to the Association.

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# ARTICLE II PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

his family, licensees and invitees, subject to the following provisions: Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress over the road within the property to be used in common with others, for the purposes of providing access to lots owned by the owner for himself.

(a) The right of the Association to establish an annual assessment to be paid by each owner for the maintenance, upkeep and repair of the road right of way, entrance way, landscaped and any other common property, and miscellaneous supplies necessary to traintain the Association, unless same is maintained by a local governing body; provided, however, that the Declarants, on behalf of Lake Lee Partners, LLC, shall be exempt from the requirement of paying any assessments with regard to lots owned by Lake Lee Partners, LLC, and with respect to assessments already accrued on lots that Lake Lee Partners, LLC obtains title to either due to a breach of sales contract, a deed in lieu of foreclosure, or by foreclosure.

(b) Commencing at the time Declarants no longer control the Association as provided in Article III beteafter, the annual assessment shall be one hundred dollars (\$100.00) per owner of each improved or unimproved lot, which annual assessment shall be due and payable on January I of each year of at such other time or times as hereinafter provided by the Board of Directors of the Association. In addition, a one-time assessment of fifty dollars (\$50.00) shall be gaid by each owner for each lot owned as of June I, 2000, for the calendar year 2000. The annual assessment may be increased by the Board of Directors of the Association without a vote of the membership to an amount not more than 10% in excess of the assessment for the previous year. A majority of the members of each class of the Association must approve an increase in the yearly assessments if the increase exceeds the assessment for the previous year by more than 10%. Furthermore, a majority of the members of each class of the Association must approve any decrease in the yearly assessment provided herein.

Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the road, road right of way and other common areas; provided, that any such special assessments shall have the assent of a majority of each class of the members of the Association at a duly called meeting. A special assessment may differ in amount as between owners of improved lots and owners of unimproved lots, provided that any difference is reasonably and equitably determined.

The Declarants and their successors or assigns shall continue maintenance of the road, road right of way and other common areas for such period of time and in such manner as the Declarants deem necessary, provided that the Association shall have full responsibility for such maintenance and repair after Declarants no longer control the Association.

(c) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of the same; and

(d) The right of the Association to suspend the voting rights of an owner who is a contract buyer for any period of time during which payments to the Declarants pursuant to

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the terms of said contract are delinquent, during which period of time the Declarants shall succeed to the voting rights of said owner.

Section 2. Association shall, in addition to responsibility for road and other common area maintenance not maintained by a local governing body, provide such other programs and benefits for the owners as the members thereof by a 75% vote deem appropriate. The Declarants shall have no obligation for any such assessment or other costs or expenses with regard to any improved or unimproved to owned by Lake Lee Partners, LLC, or with respect to assessments accrued as to any improved lot or unimproved lot that Declarants, for Lake Lee Partners, LLC, obtain title to either due to a breach of sales contract, a deed in lieu of foreclosure or by foreclosure.

# ARTICLE III MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section....... Every owner of an unimproved lot and/or improved lot which lot is subject to assessment, shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot, which is subject to assessment. As additional lots in Bridgewater Subdivision are sold, the owners of said lots shall be members of the Association.

# Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each lot.

Class B. The Class B members shall be the Declarants, who shall be entitled to a number of votes equal to the total number of votes of all Class A members plus one, so that the Declarants will have a number of votes which shall constitute a majority of the total votes of all members of the Association.

Class B membership shall cease and terminate and be converted to Class A membership in the happening of either of the following events, whichever event occurs earlier:

a. January 1, 2005; or

At such time as Declarants voluntarily relinquish majority control of the Association by instrument duly recorded in the Union County Public Registry.

Section 3. There shall be three members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two Directors.

## ARTICLE IV MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street, right of way and common property maintenance, repairs and improvements as provided in Article II with each owner being responsible for such annual assessment.

Any assessment not paid within 30 days after the due date shall bear interest at the rate per annum as shall be determined by the Board of Directors of the Association, which rate shall not exceed the highest rate of interest allowed by law.

In the event that the owner of any lot fails and refuses, after demand by the

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Association, to pay any annual or special assessments, then the Association shall have a lien against said lot and may enforce collection of said assessments, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the said lot.

It is understood and agreed that the judgment as to whether or not the road or any common property areas are in need of maintenance and repair, and the judgment as to what expenditures, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his jot.

Notwithstanding the foregoing, each owner of a lot shall be solely responsible for any repairs to the street or street right of way or other common property necessitated by the negligent act or acts of said owner, his or her invitees, agents or guests. It shall be a negligent act for any building material to be unloaded on any street or street right of way.

# ARTICLE V CONVEYANCE OF COMMON PROPERTY

Declarants will convey by deed, their right, title and interest in and over the street right of way and any other common property areas within the property to the Association for the purpose of ownership and maintenance thereof by the Association.

#### ARTICLE VI GENERAL RESTRICTIVE COVENANTS

Declarants hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property, that the property is hereby subject to RESTRICTIVE COVENANTS as to the use thereof, which restrictions are attached hereto as Exhibit A.

IN WITNESS WHEREOF Declarants have hereunto set their hands and scals on the day and year first above written.

LAKE LEE PARTNERS, LLC:

Billy F. Norwood, Manager

Robert M. Morrison, Manager

| COUNTY OF INION | STATE OF NORTH CAROLINA | • |
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| County and State aforesaid, certify that Pill E NOCUDDO Public for the personally came before me this day and acknowledged that he is a Manager of Lake Lee Partners, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Manager. |
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STATE OF NORTH CAROLINA COUNTY OF UNION Witness my hand and official stamp or sea My Commission expires: day of March, 2000.

county and State aforesaid, certify that KDEQ + M Morary Public for the personally came before me this day and acknowledged that he is a Manager of Lake Lee Partners, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Manager. County and State aforesaid, certify that its Manager

Witness my hand and official stamp or seal, this My Commission expires: day of March, 2000.

The foregoing Certificate(3) of 1. Kinses, NO

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is/are tertified 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 FOR STATE OF COUNTY.

(Cressmon) Deputy/Assistant-Register of Deeds

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#### ATIBITA

## STATE OF NORTH CAROLINA

COUNTY OF UNION

#### RESTRICTIVE COVENANTS

#### FOR BRIDGEWATER

WHEREAS, LAKE LEE PARTNERS, LLC (hereinafter called "Developer") is the owner of a certain tract located in Union County, North Carolina, as shown on a plat thereof entitled BRIDGEWATER recorded in Plat Cabinet F, File 922 and 923, Union County Registry; and

WHEREAS. Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of the individual owners, their successors and assigns and future owners of the lots in said subdivision.

NOW, THEREFORE, Developers hereby impose the following restrictions upon each and all of the lots in said subdivision: WOW. covenants and

- single family residential purposes only. Single Family Residential Only. The lots in said subdivision shall be used for
- 2. Minimum Square Feet (Heated). No residence on any lot shall be smaller than 2,200 square fect of heated space if it consists of a single-story design. If it is a story and one-half or two-story design, it shall not be smaller than 2,400 square feet of heated space if located on any interior lot (lot numbers eighteen (18) through forty-four (44)). Any residence on any lot with lake frontage (lots one (1) through seventeen (17)) shall have minimum heated square footage of 2,500 square feet, regardless of design or the number of stories. Any square-footage below grade of in a basement, shall not be considered towards these minimum square footage requirements.
- shall be commenced, crecited or maintained upon any lot, nor shall any exterior change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of same have been submitted to and approved in writing by the Developers (the term Developers, when used herein shall include their heirs or assigns). Such things as harmony of external design and location in relation to surrounding structures and topography shall be taken into consideration. Developers reserve the right to appoint any agent or committee for architectural review and control and to delegate responsibility for such to said person or persons (the "Architectural Review Committee, or approval shall be after submission of the plans to the Architectural Review Committee, or approval shall be deemed granted. However, the Architectural Review Committee, or approval shall be proposed structure and the time for reaching a decision shall run from the time that such additional information is submitted. proposed structure and the time for additional information is submitted.
- Exterior Materials. Any residence or other structure located on any lot shall be constructed of brick, stone or stucco, or combinations of said materials.

# Iniversals. Any residence located on any lot shall have a paved or concrete driveway (bituminous surface treatment, or better).

- 6. <u>Foundations</u>. No residence shall be constructed except with a crawl-space foundation. That is, no concrete slab foundations shall be permitted, except those portions of any residence that are considered basement or garage areas.
- 7. Mailboxes. Each residence shall have an on-street mailbox. All mailboxes shall be of a wrought-iron design, made of aluminum or other non-corrosive material, and shall be uniform in design and appearance. The Architectural Review Committee shall electronine the particular design and choice of the mailboxes. At the closing for each lot sold, collection shall be made for the cost of the approved mailbox and instructions given for how and where the buyer(s) of said lot shall obtain the mailbox for each individual lot. The mailbox for each residence shall be installed within thirty (30) days of occupancy of The mailbox is said residence
- 8. Garages. All residences shall have an attached garage of sufficient size to garage at least two standard size vehicles. No garage shall face a dedicated street or right-of way, except as herein noted. That is, all garages shall be "side-load" or "rear-load" only and must have a garage door or doors. However, any residence on a lot, which adjoins two dedicated streets, shall be permitted to have its garage(s) facing the secondary street. Charages may be constructed only of a material and design substantially similar to the materials and design of the residence.
- 9. Other Structures Not Permitted. No trailer, modular home, mobile home, tent, shack, butn or similar structure shall be erected anywhere on said tract.
- 10. Detached Structures. Any detached structures or outbuildings approved by the Architectural Review Committee shall be erected to the rear of the main dwelling and no closer than 15 feet from a side lot line or rear lot line.
- 11. Setback Lines. No residence shall be located on any lot nearer to the front lot then the minimum building setback line shown on the recorded plat, nor nearer to the side lot line than 15 feet. No residence shall be located nearer the rear lot line than 40 feet (for lots 18 through 44), nor nearer than 50 feet to the high water line, as shown on the recorded plat, for lots 1 through 17.
- 12. Utility and Drainage Easements. Easements seven and one-half feet (7½) along all side lot lines and rear lot lines (lots 18 through 44), and from the high water line (lots I through 17) are hereby reserved for installation and maintenance of utilities, including the right to keep such easements free and clear of all obstructions. These easements along the trat and side lot lines are also reserved as drainage casements.
- being the intent of this covenant and restriction of new dwellings shall be permitted, it being the intent of this covenant and restriction to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit. Any dwelling constructed upon a lot in the subdivision must be completed within one year subsequent to the commencement of construction; provided, Developers may give written consent to extensions of time due to circumstances reasonably beyond the control of the owner of said lot.
- No Chain-Link Fences.
   subdivision. No chain-link fences shall be permitted within the

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- 15. Signs. No signs of any description shall be displayed upon any lot with the exception of "For Sale" signs, which signs shall not exceed two (2) feet by three (3) feet in size.
- 16. No Trash or Dumping. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers and the grounds and shrubs shall be kept neatly trimmed at all times.
- 17. No Unsightly Vehicles, etc. No unsightly personal property of any type including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on any lot or street on a regular or frequent basis. Provided however, motorized travel trailers, camper trailers, motor homes and motor boats owned by the lot owners may be kept on said lot provided the same are parked to the rear of said lot and away from public view
- 18. No Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms and similar activities. No animals or poutry of any kind may be kept or maintained on any of said lots except customary household pets such as dogs and cats; provided, no household pets shall be kept within said subdivision for commercial or for breeding purposes.
- thereof may thereof may be combining Lots. More than one 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 Developers and in such event the building line requirements prescribed herein shall apply to such combined lot. Developers reserve the right to re-subdivide any portion or all of the subdivision owned by the Developers. Upon combination or resubdivision of said lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such combined or re-subdivided lots.
- 20. No Additional Rights-of-Way. No right of way or easement for ingress and egress shall be granted by the owner of any lot to create access by adjoining landowners to the subdivision's streets without the express written approval of the Developers.
- 21. Erosian Control. Each owner of lot(s) in the subdivision shall be responsible for the control of crossion and sedimentation on each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developers. Any damage to such installations of the Developers caused by the failure of any owner of a lot shall be repaired by such owner who shall save Developers harmless and indemnify Developers from any loss or liability whatsoever on account thereof.
- 22. No Other Property Affected. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Developers other than the property described herein.
- 23. <u>Enforcement and Attorney's Fees.</u> These restrictive covenants may be enforced in law or equity by any aggrioved party owning a lot in the subdivision jointly or severally, and the invalidation of any one of these restrictive covenants by judgment of a court shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect. Further, the prevailing party in any such action shall be entitled to reasonable attorney's fees as a part of such action.
- 24. Modification of Restrictions. These Restrictions may be changed in whole or in part, by affirmative vote of at least seventy-five (75%) of the owners of the lots within the subdivision. Provided, however, Developers reserve the right to amend, delete or change these restrictive covenants, in whole or in part until fifty percent (50%) of the lots

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in said subdivision have been sold. Developers further reserve the right to waive any setback restriction which is inadvertently violated, by up to ten percent (10%) of the setback restriction.

shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless any instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Developers have hereunto set their hands and the  $13^{\rm th}$  day of March, 2000. seals, this

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Rasen M. Morrison, Manager

#### STATE OF NORTH CAROLINA COUNTY OF UNION

| duly given and as the act of   | Line Fartners, LLC; a North  | personally came before me  | County and State aforesaid, | I                       |
|--|--|--|-----------------------------|-------------------------|
| the company, the foregoing   | Carolina Limited Liability Co  | his day and acknowledged t   | STATE TO LL C.              | 200                     |
| duly given and as the act of the company, the foregoing instrument was signed in its | Lac Partners, LLC; a North Carolina Limited Liability Company, and that by authority | personally came before me this day and acknowledged that he is a Manager of Lake | Norwood                     | a Notary Public for the |

Witness my hand and official stamp or day of March,

NOTARY PI

My Commission expires: 126/2000

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## STATE OF NORTH CAROLINA COUNTY OF UNION

County and State aforesaid, certify that KOLX (4/1) 1000 (150 County and State aforesaid, certify that KOLX (4/1) 1000 (150 Company), and that by authority duly, given and as the act of the company, the foregoing instrument was signed in its by its Manager.

2000 Witness my hand and official stamp or seal, this day of March,

My Commission expires:

NOTARY

The foregoing Certificate(s) of S. Shayo, M

Assare certified to be correct. This instrument and this certificate arc 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 FOR Loies COUNTY

Sereno Ciaco Deputy/Assistant-Register of Deeds

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STATE OF NORTH CAROLINA

COUNTY OF UNION

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Date 5.70 COCK
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AUDY G. PRICE, Register of Deeds
Union County, Moreone North Caroling

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## REVISIONS AND MODIFICATIONS TO RESTRICTIVE COVENANTS FOR BRIDGEWATER SUBDIVISION

Whereas, the Restrictive Covenants for Bridgewater subdivision (hereinafter referred to as the "original restrictions") are set forth as Exhibit A, recorded as part Declaration of Covenants, Conditions and Restrictions of Bridgewater Subdivision, recorded in Book 1365, at Page 380, of the Union County Registry;

Whereas, Paragraph 24 of the original restrictions provided for revisions and modifications of the Restrictive Covenants from time-to-time;

Now, pursuant to the authority reserved to the developers and the Declarants, the Restrictive Covenants of Bridgewater subdivision as set forth in the referenced Exhibit A, are hereby revised and modified as follows:

Paragraph 3: In addition to its other duties and responsibilities, the Architectural Review Committee shall have ongoing authority and responsibility to oversee changes or proposed changes to the exterior of any dwellings or structures, including but not limited to, changes with respect to color schemes, or changes in the exterior design of any dwelling or structure

Architectural Review Committee cedar shakes Paragraph 4: aph 4: Other exterior materials, such as vinyl trim, handi-plank, wood, etc. may be permitted, but only as approved by, and in the discretion of the

Paragraph 8: The term "attached double garage" shall include double basement garages, or larger. Further, single attached garages shall be permitted, as long as they are in addition to an attached double garage, as defined in the original restrictions or these revisions.

Paragraph 9: No manufactured housing or homes shall be permitted within the subdivision. It is the express intent of the original restrictions and these revisions, to prohibit the erection of any mobile home, modular home, manufactured housing or similar structures within the subdivision. Such structures shall not be erected or allowed under any circumstances and the cost of removal and reasonable attorney fees incurred by the Association, to enforce this restriction, shall be borne by the lot owner constitute a lien upon the subject lot.

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· President

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5 Paragraph 10: Any and all such detached structures, such as storage buildings, greenhouses, swimming pools, gazebos or other similar structures, shall be subject Architectural Review Committee's review and approval.

Paragraph 26: Swimming Pools and Satellite Dishes. No "above-ground" pools shall be permitted. Satellite dishes shall be permitted as long as they meet appropriate design, size, placement and screening criteria, as determined on a case-by-case basis, by the Architectural Review Committee.

this the IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals,

LAKE LEE PARTNERS, LLC

By: Billy vood, Manager

Robert M. Morrison, Manager

## STATE OF NORTH CAROLINA

COUNTY OF UNION

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County and State aforesaid, certify that was signed in its name by given and as the act of the company, the foregoing instrument was signed in its name by its Manager, County and State aforesaid, cer 5 A Notary Public for the

Witness my hand and office stains or seal, this NOTARL 30 th day of May, 2000.

NOTARY PUBLIC

My commission expires

COUNTY:

SITER

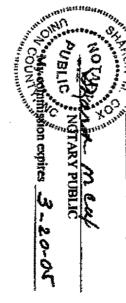
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#### STATE OF NORTH CAROLINA

COUNTY OF UNION

County and State aforesaid, certify that Hobert 19. Manager of Lake Lee Partners, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp (%) \$441, this 307 h day of May, 2000.



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The foregoing Certificate(s) of Sharon M. Cox Jeture 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.

COUNTY. REGISTER OF DEEDS FOR \_ LIDICA

By: Jobbusno Ciocca Deputy/Assistant Register of Deeds

