

Amended  
Restrictions  
Bk 1811 Pg. 94 JSM

BK 712PG842

Filed for record 5-19-94  
Date 2:50 o'clock P. M.  
Time  
JOY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
HERMITAGE PLACE SUBDIVISION

HARCREST  
Development Group  
Atty: 121E. Phifer St.  
#1: MONROE, NC 28110

Reylene  
PJS

THIS DECLARATION, made on the date hereinafter set forth, by Harcrest Development Group, a North Carolina General Partnership, hereinafter referred to as "Declarant," and any and all persons, firms, or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina, which is more particularly described by plate thereof recorded in Plat Cabinet D, File No. 603-464 in the Union County Public Registry, to which reference is hereby made for a more complete description; and

WHEREAS, Declarant has 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.

RECORDED  
and  
VERIFIED  
BGS

NOW, THEREFORE, Declarant hereby declares that all of the property described on 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.

ARTICLE 1.

025450

DEFINITIONS

Section 1. "Association" shall mean and refer to the Hermitage Place Homeowners Association, its successors and assigns.

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

Section 3. "Property" shall mean and refer to that certain property shown on plates recorded in Plat Cabinet D, File No. 603-464 in the office of the Union County Register of Deeds, and shall also mean and refer to such

additions or revisions thereto as may hereafter be made by Declarant by subsequent recorded instrument, which additional phases shall become a part of the subdivision.

Section 4. "Lot" shall mean and refer to any plot of land or tract shown upon any recorded subdivision plat of the Property or any subsequent combination of lots or portions of lots into a single lot.

Section 5. "Dwelling Unit" shall mean and refer to the separate ownership of enclosed living quarters upon a lot if the same is owned by means of unit ownership, townhouse, or other similar type of ownership.

Section 6. "Declarant" shall mean and refer to HarbCrest, its successors and assigns, if such successors or assigns should acquire one or more undeveloped lot from the Declarant for the purpose of development, and if the obligations of the Declarant are expressly assumed by such successors or assigns.

Section 7. "Common Property" shall mean all existing or future entrance ways, roads and right-of-way shared by the owners, plus signs and other property as may be purchased or provided for the common use and benefit of the owners.

#### ARTICLE II.

##### PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

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

(a) The right of the Association to establish an assessment to be paid by each owner for the maintenance, upkeep and repair of all entrance ways and any other common property, and miscellaneous supplies necessary to maintain the Association. The assessment shall be set initially by the Board of Directors and may be increased by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten (10%) percent 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 assessment if the increase exceeds the assessment for the previous year by more than (10%) percent.

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Not later than December 1 of the year in which 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 of the common area; 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 dwelling units and owners of unimproved lots, provided that any difference is reasonably and equitably determined.

(b) 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

(c) The suspension of the voting rights of an owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said owner.

Section 2. Association shall, in addition to responsibility for maintenance, provide such other programs and benefits for the owners as the members thereof by a seventy-five (75%) percent vote deem appropriate.

In the event that the owner of any lot or dwelling unit fails and refuses, after demand by the Association, to pay said annual or special assessments, then the Association shall have a lien against said lot and/or dwelling unit and may enforce collection of said assessments, together with reasonable attorneys' 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 or dwelling unit.

#### ARTICLE III.

##### MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of an unimproved lot, and/or a dwelling unit which 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 or dwelling unit which is subject to assessment.

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

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot or dwelling unit owned. When more than (1) person owns an interest in a lot or dwelling unit, all such persons shall be members. The vote for such lot or dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or dwelling unit.

Class B. The Class B member shall be the Declarant, 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 Declarant 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 occurs earlier:

- (a) January 1, 1997; or
- (b) At such time as Declarant voluntarily relinquishes majority control of the Association by instrument duly recorded in the Union County Public Registry.

Section 3. There shall be three (3) 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 (2) directors.

ARTICLE IV.

CONVEYANCE OF COMMON PROPERTY

Declarant by deed will convey its right, title and interest in an over the street rights-of-way and any other common property within the property to the Association for the purpose of maintenance of the streets and rights-of-way as private streets and for the maintenance of any other common property by the Association.

BK 712PG846

ARTICLE V.

GENERAL RESTRICTIVE COVENANTS

Declarant does 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 hereby as Exhibit "A" and incorporated herein by reference. Additional phases, if added to the subdivision, shall also be subject to restrictive covenants to be recorded at such time as such phase(s) is added.

These restrictions are to run with the land and shall inure to and be binding on all parties, their heirs, successors and assigns, claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an 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. At any time said restrictions may be amended by a seventy-five (75%) percent majority of the voting membership of the Association as described in Article III.

HARRCREST DEVELOPMENT GROUP

By: Mary McDevitt  
General Partner

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day Mary McDevitt, General Partner of Harrcrest Development Group and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

This the 19<sup>th</sup> day of May, 1994.



My Commission Expires October 3, 1998

Tina Walker Rushing  
Notary Public

The foregoing certificate for 119  
Walter, Rushing, Nancy, Public  
Union Co., N.C.

It is certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Notary Q. Price BY: Walter A. Meadows  
Notary of Deeds  
Union County, NC

## EXHIBIT "A"

## RESTRICTIVE COVENANTS FOR HERMITAGE PLACE SUBDIVISION

1. Each lot shall be used for residential purposes only and no structures shall be erected, placed, altered or permitted to remain on any lot other than one detached, single family dwelling, together with outbuildings customarily incidental to the residential use of each lot.
2. No single-family dwelling shall be erected and maintained on any of said lots with a heated living area of less than 1,350 square feet, excluding porches, carports, garages, and basements. Any split-level residence or two story or more residence shall contain a minimum of 700 square feet of enclosed heated living area on the ground floor (main entry level), excluding the basement. Single family residences with two car garages of a minimum size of 20 x 20 feet shall be allowed with a minimum heated living area of not less than 1,250 square feet. No residence shall be more than two and one-half stories in height, plus a basement. Construction shall be started within six months from the date of purchase of the lot and completed within twelve months from date of purchase.
3. If any original lot purchaser shall fail to construct a new residence within twelve (12) months from the date of the lot purchase, HartCrest shall have a continuing option to repurchase the said lot from the original purchaser for the original purchase price.
4. No dwelling shall be located on any lot nearer than the front, rear and side setback lines established by the appropriate governmental entity. The "front street" of any corner lot shall be the shorter of the two property lines along the two adjoining streets.
5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit in this subdivision. No structures, principal residence, garage, carport or outbuilding placed on any lot shall have any portion of its exterior constructed of either concrete or cinder block. Any damage done to the streets and/or other utilities during construction shall be repaired by the responsible lot owner.
6. No residence shall be erected, placed or altered on any lot unless the construction plans, specifications, exterior color scheme, and a plot plan of proposed construction have been approved in writing by HartCrest.

HartCrest shall have thirty (30) days after receipt of the plot plan and the plans, specifications, and color scheme for the proposed construction to accept or reject the same in whole or in part, and if HartCrest fails to accept or reject the same within the said thirty (30) days, the plans, specifications and plot plan shall be deemed to be approved. After permission for construction is granted by HartCrest, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by HartCrest for construction pursuant to this covenant shall not constitute or be construed as an approval by HartCrest of the structural stability, design or quality of any building.

7. Carports and/or garages are to be constructed in substantial conformity with the construction of the residence, and be built with the same exterior building materials as the principal single-family dwelling on said lot.

8. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, mobile home, modular home or other outbuilding, shall be used on any lot at any time as a residence, either temporary or permanently.

9. No modular home (pre-constructed living unit), mobile home or mobile home park shall be allowed or maintained upon any of the subdivision lots. No motor homes, campers, travel trailers or other similar vehicles shall be parked on any subdivision street right of way or lot, except in a garage, carport or in the rear yard behind the residence. Further, no bus or semi-truck shall be parked on any lot or the right of way of any subdivision street. No all terrain vehicles (ATV) or similar motor vehicles shall be permitted in the subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other usual household pets. There shall be no commercial raising of animals.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No non-organic trash, garbage or other waste can be burned on any lot in the subdivision.

11. No inoperable, stripped, partially wrecked, or junk motor vehicles, or part thereof, shall be permitted to be parked or kept on any subdivision street, right of way, or lot.
12. Every satellite reception dish or device larger than 24 inches in diameter, above-ground swimming pool, or outdoor clotheslines shall be located in the rear yard and screened from view by adjoining lots, the subdivision streets, and any common areas in the subdivision by means of landscaping or attractive screening material.
13. No subdivision of any lot shall be permitted which reduces the original subdivision lot to an area of less than 10,000 square feet.
14. No sign of any kind shall be displayed to the general view on any lot, except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.
15. Only wood fences and split-rail fences with woven wire (but not chicken wire, hog wire or chain link) shall be permitted only along the side and rear lot lines of each lot, provided such fences do not exceed four feet in height. All other type fences and any fence in excess of four feet in height must be approved in writing by Declarant prior to installation or construction. No fence shall be located nearer to the street right of way than the front corners of the principal residence.
16. No outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot except as constructed according to the plans, specifications and exterior color scheme adopted by HarbCrest. A copy of these plans and specifications are available from HarbCrest at a nominal charge and must be adhered to until amendment by HarbCrest or its successors.
17. (a) Declarant reserves an easement in and right at any time in the future to grant a fifteen (15) foot wide right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.  
(b) Declarant also reserves an easement in and right at any time in the future to grant a seven and one-half (7.5) foot wide right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 16(a) above.

(c) Declarant reserves an easement in and right at any time in the future to grant a fifteen (15) foot wide right of way over, under and along the property line abutting on any street right of way for the same uses and purposes as set forth in Paragraph 16(a) above.

18. Each lot owner in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the developer. Any damage to such installations of the developer caused by any act or failure of any owner of a lot shall be repaired by such owner who shall save and hold the developer harmless from any loss or liability whatsoever on account thereof.

19. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

20. Invalidation of any one or more of these covenants by judgment or by court order shall not adversely affect the balance of the said covenants, which shall remain in full force and effect.

BY AND FOR THE  
HOLDERS, LESSORS, PA.  
NO. 28110099

BK787PG904

RECORDED

and

VERIFIED

BCS

Filed for record 6-8-95  
Date 7-25-95 8:25 a.m.  
Time 7:25 a.m.  
JUDY G. PRICE, Register of Deeds  
Union County, North Carolina

AMENDMENT TO  
RESTRICTIVE COVENANTS  
OF  
HERMITAGE PLACE

THIS AMENDMENT TO THE RESTRICTIVE COVENANTS for Hermitage Place

Subdivision, as recorded in Deed Book 712 at page 842 of the Union County Register of Deeds Office, made this 31st day of May, 1995, by and between Dean's Landscaping, Inc., a North Carolina corporation with its principal office in Union County, North Carolina, and successor to Hartcrest Development Group, a North Carolina General Partnership, hereinafter referred to as "Declarant", NationsBank, N. A. (Carrolline), a national banking association, hereinafter referred to as "Beneficiary", and Jake C. Reider, Trustee, a resident of Union County, North Carolina, hereinafter referred to as "Trustee", and individual lot owners in Hermitage Place Subdivision who have indicated their assent to the amendment of the restrictions for Hermitage Place Subdivision by execution of this Amendment;

W I T N E S S E T H :

050352

WHEREAS, Restrictive Covenants pertaining to the subdivision known as "Hermitage Place Subdivision", as shown on plat recorded in Plat Cabinet D, File Nos. 663 - 666, in the office of the Register of Deeds for Union County, was recorded in Deed Book 712 at page 842 of the Union County Register of Deeds Office; and

WHEREAS, the parties hereto desire to amend said Restrictions by removing certain provisions in said restrictive covenants, and specifically Articles I, II, III and IV in their entirety and amending Article V.

WHEREAS, Article V of the current restrictions provide that the same may be amended by an instrument executed by the seventy-five per cent (75%) majority of the voting membership; and

WHEREAS, the Declarant and the undersigned lot owners are the owners of more than 75 per cent of the lots shown upon said recorded plat.

NOW, THEREFORE, in consideration of the premises and for the purpose aforesaid, the parties hereto, for themselves, their heirs, successors and assigns, and their future grantees and lessees, do hereby amend said

CRIPPIN, CALDWELL,  
HELDEN & LEE, P.A.,  
ATTORNEYS-AT-LAW  
MONROE, N.C.

restrictive covenants as follows:

- (1) By deleting in their entirety Articles I, II, III and IV.
- (2) By substituting in lieu of Article V, the following language:

GENERAL RESTRICTIVE COVENANTS

Declarant does 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 hereof, which restrictions are attached hereto as Exhibit "A" and incorporated herein by reference. Additional phases, if added to the subdivision, shall also be subject to restrictive covenants to be recorded at such time as such phase(s) is added.

These restrictions are to run with the land shall inure to and be binding on all parties, their heirs, successors and assigns, claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an 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. At any time said restrictions may be amended by a seventy-five (75) per cent majority vote of the lot owners. Each lot shall be entitled to one vote and a lot is defined as any plot of land or tract shown upon the recorded plat of Hermitage Place Subdivision.

DEAN'S LANDSCAPING, INC.

By *R. D. Small*

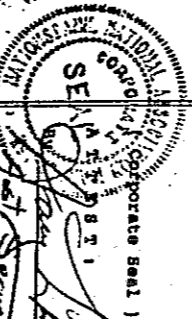
(Corporate Seal)

WITNESSES:

By *David W. Rushing*

NationsBank, N. A. (Carrollinas)

By *Small & Brown, Jr.*



By *David W. Rushing*

Jack C. Holder, Trustee

(SEAL)

GRIFFIN, CALDWELL,  
HILDEN & LEE, P.A.  
ATTORNEYS-AT-LAW  
MEMPHIS, N. C.

BK 787PG906

SIGNATURES OF LOT OWNERS OF HERMITAGE PLACE SUBDIVISION  
TO AMENDMENT TO RESTRICTIVE COVENANTS OF HERMITAGE PLACE SUBDIVISION

Lot No.	Signatures of Lot Owners	Signature of Witness
1	[Signature]	"
2	[Signature]	"
3	[Signature]	"
4	[Signature]	"
5	[Signature]	"
6	[Signature]	"
7	[Signature]	"
8	[Signature]	"
9	[Signature]	"
10	[Signature]	"
12	[Signature]	"
13	[Signature]	"
16	[Signature]	"
24	[Signature]	"
25	[Signature]	"
26	[Signature]	"

GRIFFIN, CALDWELL,  
HELDEN & LEE, P.A.,  
ATTORNEYS AT LAW  
MOORE, N.C.

BK787PG907

SIGNATURES OF LOT OWNERS OF HERMITAGE PLACE SUBDIVISION  
TO AMENDMENT TO RESTRICTIVE COVENANTS OF HERMITAGE PLACE SUBDIVISION

Lot No.	Signatures of the Owners	Signature of Witness
27	<i>R.D. Stewart</i>	<i>Dana Walker Rushing</i>
28	<i>R.D. Stewart</i>	"
29	<i>R.D. Stewart</i>	"
30	<i>R.D. Stewart</i>	"
31	<i>R.D. Stewart</i>	"
32	<i>R.D. Stewart</i>	"
33	<i>R.D. Stewart</i>	"
34	<i>R.D. Stewart</i>	"
35	<i>R.D. Stewart</i>	"
36	<i>R.D. Stewart</i>	"
37	<i>R.D. Stewart</i>	"
44	<i>R.D. Stewart</i>	"
45	<i>R.D. Stewart</i>	"
46	<i>R.D. Stewart</i>	"
47	<i>R.D. Stewart</i>	"
48	<i>R.D. Stewart</i>	"

GRIFFIN CALDWELL  
HENDER & LEE, P.A.  
ATTORNEYS-AT-LAW  
MEMPHIS, N.B.

BK787PG908

SIGNATURES OF LOT OWNERS OF HERMITAGE PLACE SUBDIVISION  
TO AMENDMENT TO RESTRICTIVE COVENANTS OF HERMITAGE PLACE SUBDIVISION

Lot No.	Signature of Lot Owner	Signature of Witness
49		Jim White-Rubing
50		"
51		"
52		"
53		"
54		"
55		"
57		"
64		"
65		"
66		"
67		"
68		"
69		"
70		"
71		"

BK 787 PG 909

SIGNATURES OF LOT OWNERS OF HERMITAGE PLACE SUBDIVISION  
TO AMENDMENT TO RESTRICTIVE COVENANTS OF HERMITAGE PLACE SUBDIVISION

Lot No.	Signatures of Lot Owners	Signature of Witness
72	<i>R.D. Hand</i>	<i>Walter Lee Rushing</i>
73	<i>R.D. Hand</i>	"
74	<i>R.D. Hand</i>	"
76	<i>R.D. Hand</i>	"
77	<i>R.D. Hand</i>	"
78	<i>R.D. Hand</i>	"
79	<i>R.D. Hand</i>	"
80	<i>R.D. Hand</i>	"
81	<i>R.D. Hand</i>	"
83	<i>R.D. Hand</i>	"
84	<i>R.D. Hand</i>	"
86	<i>R.D. Hand</i>	"
87	<i>R.D. Hand</i>	"
88	<i>R.D. Hand</i>	"
89	<i>R.D. Hand</i>	"
90	<i>R.D. Hand</i>	"

BK787PG910

SIGNATURES OF LOT OWNERS OF HERMITAGE PLACE SUBDIVISION  
TO AMENDMENT TO RESTRICTIVE COVENANTS OF HERMITAGE PLACE SUBDIVISION

Lot No.	Signatures of Lot Owners	Signature of Witness
22	<i>[Signature]</i>	<i>[Signature]</i>
61	<i>[Signature]</i>	<i>[Signature]</i>
38	<i>[Signature]</i>	<i>[Signature]</i>
39	<i>[Signature]</i>	<i>[Signature]</i>

ATTEST:  
*[Signature]*  
SECRETARY OF GARY D. SMITH HOMES, INC.  
OWNER OF LOTS 22, 61, 38 AND 39



ORIPPIN, CALDWELL,  
HILDER & LEE, P.A.,  
ATTORNEYS-AT-LAW  
MORRISTOWN, N. J.

BK787PG911

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby  
that R. D. Caldwell personally  
appeared before me this day, and after first being duly sworn, stated  
that in his/her presence he/she/they signed the foregoing instrument and  
acknowledged the execution thereof.

Witness my hand and notarial seal this 31<sup>st</sup> day of May, 1995.

Dina Walker Ruckrieg (SEAL)  
Notary Public



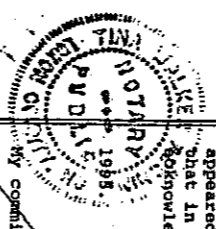
My Commission Expires October 3, 1998  
STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby  
that Ernest D. Smith personally  
appeared before me this day, and after first being duly sworn, stated  
that in his/her presence he/she/they signed the foregoing instrument and  
acknowledged the execution thereof.

Witness my hand and notarial seal this 31<sup>st</sup> day of May, 1995.

Dina Walker Ruckrieg (SEAL)  
Notary Public



My Commission Expires October 3, 1998  
STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby  
that \_\_\_\_\_ personally  
appeared before me this day, and after first being duly sworn, stated  
that in his/her presence he/she/they signed the foregoing instrument and  
acknowledged the execution thereof.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires:

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby  
that \_\_\_\_\_ personally  
appeared before me this day, and after first being duly sworn, stated  
that in his/her presence he/she/they signed the foregoing instrument and  
acknowledged the execution thereof.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires:

GRIFFIN, CALDWELL,  
HEIDER & LEE, P.A.  
ATTORNEYS-AT-LAW  
MORRIS, N.C.

BK787PG912

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

Before me, a Notary Public, personally appeared this day Tim W. Kishlas, who, being duly sworn, says that he/she is the Secretary and that E.D. HARRIS is the President of Dean's Landscaping, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 31<sup>st</sup> day of May, 1995.

My commission expires: 5/24/97

Cinnamon E. Little  
Notary Public

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

Before me, a Notary Public, personally appeared this day Garry L. Williams, who, being duly sworn, says that he/she is the Asst. Secretary and that Raymond S. McGowan is the Vice President of Nationalsbank, N.A. (Carolinas), the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Asst. Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 31<sup>st</sup> day of May, 1995.

My commission expires: 5/24/97

Cinnamon E. Little  
Notary Public

STATE OF NORTH CAROLINA,  
COUNTY OF UNION.

Before me, a Notary Public of said county and state, personally appeared this day Jake C. Halder, Trustee, and acknowledged the execution of the foregoing instrument for the use and purposes therein expressed.

Witness my hand and notarial seal, this 31<sup>st</sup> day of May, 1995.

My commission expires: 5/24/97

Cinnamon E. Little  
Notary Public



GRIFFIN, CALDWELL,  
HELDER & LEE, P.A.  
ATTORNEYS-AT-LAW  
MONROE, N.C.

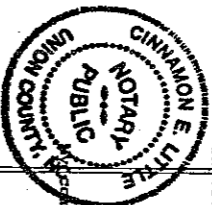
BK787PG913

STATE OF NORTH CAROLINA

COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Roblin T. Smith who, being duly sworn, says that he/she is the \_\_\_\_\_ Secretary and that Garry D. Smith is the \_\_\_\_\_ President of Garry D. Smith Homes, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said \_\_\_\_\_ President and attested to by the said \_\_\_\_\_ Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 31st day of May, 1995.



Commission expires: 5/20/97

Cinnamon E. Little  
Notary Public

The foregoing certificate(s) of Tina Walker  
Wishing And Cinnamon E. Little, N.P.  
of Union Co. N.C.  
are certified to be correct. This instrument  
and certificate are duly registered at the date  
and time and in the Book and Page shown on  
the first page hereof.

Judy G. Price B.Y. Wally D. Madams  
Register of Deeds Assistant/Deputy  
Union County, NC

GRIFFIN, CALDWELL,  
WELDEN & LEE, P.A.,  
ATTORNEYS-AT-LAW  
MOORE, N.C.