

Ellis  
12

NORTH CAROLINA

ONSLow COUNTY

DECLARATION

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 23rd day of November, 1983, by FERGUSON CONSTRUCTION COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "DECLARANT"; and J. MARSHALL TETTERTON, Trustee, and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., a North Carolina Corporation;

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall insure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, the said J. MARSHALL TETTERTON, Trustee, and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., join in the execution of this Declaration for the purpose of subordinating the lien of that certain deed of trust dated November 7, 1983, recorded in Book 672, Page 541, in the Office of the Register of Deeds of Onslow County.

NOW, THEREFORE, the said Ferguson Construction Company, Inc., hereby declares that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the protective covenants hereinbelow set forth, and J. MARSHALL TETTERTON, Trustee, and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., hereby declare that the lien of the deed of trust hereinbefore referred to shall be and is subordinate to said protective covenants.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the numbered lots shown on that map entitled, "WEST RIVER, SECTION I", dated September, 1983, recorded in Map Book 22, Page 49, Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other out-buildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

The Declarant reserves for itself, its successors or assigns an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer service.

ARTICLE V

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE VI

BUILDING LOCATION: No building shall be located on any corner lot nearer than 25 feet to the front line nor nearer than 20 feet to any side street line. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer than 25 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VII

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VIII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

ARTICLE IX

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, 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 obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

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 that they are not kept, bred or maintained for any commercial purposes.

ARTICLE XI

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA No. 300), Federal Housing Administration.

ARTICLE XII

ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XIII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL: 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XV

SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All sight distance shall be maintained in accordance with current North Carolina Department of Transportation standards.

ARTICLE XVI

TEMPORARY STRUCTURES : No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVII

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successor in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

ARTICLE XXI

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XXII

EASEMENT OR ACCESSION FOR UNDERGROUND ELECTRIC CABLES AND STREET LIGHTS: The Declarant or its assigns reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, FERGUSON CONSTRUCTION COMPANY, INC. and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., have caused this instrument to be executed in their corporate names and the said J. MARSHALL TETTERTON, Trustee, has hereunto set his hand and seal, all the day and year first above written.

FERGUSON CONSTRUCTION COMPANY, INC.

BY: [Signature]  
Bobby L. Ferguson, President

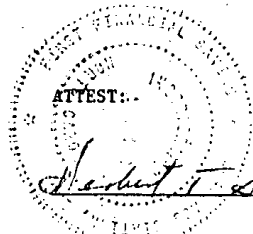


[Signature]  
Vera H. Ferguson, Secretary

[Signature] (SEAL)  
J. Marshall Tetterton, Trustee

FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC.

BY: [Signature] President



[Signature] Secretary

NORTH CAROLINA  
ONSLOW COUNTY

I, [Signature], a Notary Public, do hereby certify that VERA H. FERGUSON personally appeared before me this day and acknowledged that she is Secretary of FERGUSON CONSTRUCTION COMPANY, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its secretary.

Witness my hand and notarial seal, this 28 day of NOV, 1983.

[Signature]  
NOTARY PUBLIC

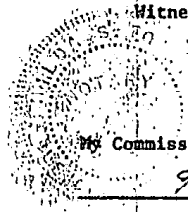
My Commission Expires:  
December 7, 1986

BOOK 674 PAGE 550  
-5-

NORTH CAROLINA  
COUNTY OF Lenoir

I, Hilda S. Power, a Notary Public, do hereby certify that Robert J. Long personally appeared before me this day and acknowledged that he is Secretary of FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and notarial seal, this 22 day of November, 1983.



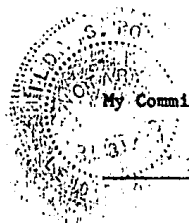
Hilda S. Power  
NOTARY PUBLIC

My Commission Expires:  
9-15-86

NORTH CAROLINA  
COUNTY OF Lenoir

I, Hilda S. Power, a Notary Public, do hereby certify that J. MARSHALL TETTERTON, Trustee, personally appeared before me this date and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22 day of November, 1983.



Hilda S. Power  
NOTARY PUBLIC

My Commission Expires:  
9-15-86

NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Abby K. Morton and Hilda S. Power

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 674 Page 546 This 30 day of November 1983 A.D. at 10:00 o'clock A. M.  
Michael M. Power By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

2:00 PM

Approved by: [Signature]

Ellis

BOOK 727 PAGE 327

NORTH CAROLINA:  
ONSLow COUNTY:

DECLARATION

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 15 day of March, 1985, by FERGUSON CONSTRUCTION COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "DECLARANT"; and J. MARSHALL TETTERTON, Trustee, and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., a North Carolina corporation; and HAROLD L. WATERS, Trustee, and CHARLES RAWLS and wife, MYRTIE P. RAWLS;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall insure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, the said J. MARSHALL TETTERTON, Trustee, and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., join in the execution of this Declaration for the purpose of subordinating the lien of that certain deed of trust dated November 7, 1983, recorded in Book 672, Page 541, in the Office of the Register of Deeds of Onslow County.

WHEREAS, the said HAROLD L. WATERS, Trustee and CHARLES RAWLS and wife, MYRTIE P. RAWLS join in the execution of this Declaration for the purpose of subordinating the lien of that certain deed of trust dated November 7, 1983 and recorded in Book 672, Page 547, in the Office of the Register of Deeds of Onslow County.

NOW, THEREFORE, the said Ferguson Construction Company, Inc., hereby declares that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the protective covenants hereinbelow set forth, and J. MARSHALL TETTERTON and HAROLD L. WATERS, Trustees and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC. and CHARLES RAWLS and wife, MYRTIE P. RAWLS hereby declare that the liens of the deeds of trust hereinbefore referred to shall be and are subordinate to said protective covenants.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of the numbered lots shown on that map entitled, "WEST RIVER, SECTION II-A", dated September 20, 1984, recorded in Map Book 22, Page 229, Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other out-buildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

The Declarant reserves for itself, its successors or assigns an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property line of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer service.

ARTICLE V

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE VI

BUILDING LOCATION: No building shall be located on any corner lot nearer than 25 feet to the front line nor nearer than 20 feet to any side street line. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer than 25 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VII

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VIII

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE IX

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, 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 obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

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 that they are not kept, bred or maintained for any commercial purposes.

ARTICLE XI

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA No. 300), Federal Housing Administration.

ARTICLE XII

ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XIII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL: 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XV

SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All sight distance shall be maintained in accordance with current North Carolina Department of Transportation standards.

ARTICLE XVI

TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVII

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said



BOOK 727 PAGE 330

covenants shall be automatically extended for successive periods of ten 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.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successor in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may later or amend these covenants without consent of anyone.

ARTICLE XXI

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XXII

EASEMENT OR ACCESSION FOR UNDERGROUND ELECTRIC CABLES AND STREET LIGHTS: The Declarant or its assigns reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

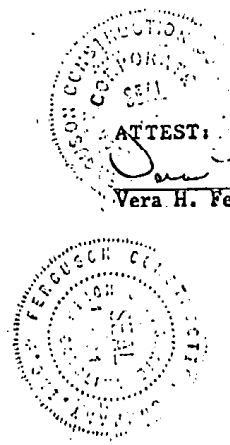
IN TESTIMONY WHEREOF, FERGUSON CONSTRUCTION COMPANY, INC. and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., have caused this instrument to be executed in their corporate names and the said J. MARSHALL TETTERTON and HAROLD L. WATERS, Trustees, and CHARLES RAWLS and wife, MYRTIE P. RAWLS have hereunto set their hands and seals all as of the day and year first above written.

FERGUSON CONSTRUCTION COMPANY, INC.

By: Bobby L. Ferguson  
Bobby L. Ferguson, President

ATTEST:  
Vera H. Ferguson  
Vera H. Ferguson, Secretary

J. Marshall Tetterton (SEAL)  
J. Marshall Tetterton, Trustee  
Harold L. Waters (SEAL)  
Harold L. Waters, Trustee  
Charles Rawls (SEAL)  
Charles Rawls



BOOK 727 PAGE 331

Myrtle P Rawls (SEAL)  
Myrtle P. Rawls

FIRST FINANCIAL SAVINGS & LOAN  
ASSOCIATION, INC.

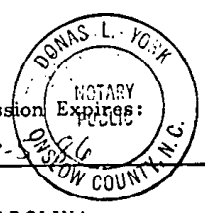
By: William C. Welby, Jr.  
VICE President

ATTEST:  
[Signature]  
Secretary

NORTH CAROLINA:  
ONSLow COUNTY:

I, Donas L. York, a Notary Public, do hereby certify that VERA H. FERGUSON, personally appeared before me this day and acknowledged that she is Secretary of FERGUSON CONSTRUCTION COMPANY, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its secretary.

Witness my hand and notarial seal, this 15 day of March, 1985.



Donas L. York  
NOTARY PUBLIC

NORTH CAROLINA:  
ONSLow COUNTY:

I, Alcea S. Power, a Notary Public, do hereby certify that W.C. Welby, Jr. personally appeared before me this day and acknowledged that he is ASST. Secretary of FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal, and attested by himself/herself as its ASST. Secretary.

Witness my hand and notarial seal, this 19 day of March, 1985.

Alcea S. Power  
NOTARY PUBLIC

My Commission Expires:  
9-15-86

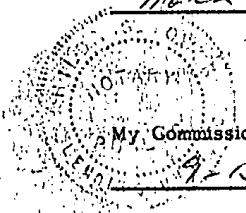
BOOK 727 PAGE 332

NORTH CAROLINA:

ONSLow COUNTY:

I, Hilda S Power, a Notary Public, do hereby certify that J. MARSHALL TETTERTON, Trustee, personally appeared before me this date and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18 day of March, 1985.



Hilda S Power  
NOTARY PUBLIC

My Commission Expires:

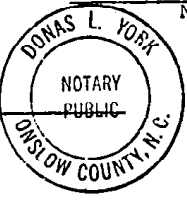
9-15-86

NORTH CAROLINA:

ONSLow COUNTY:

I, Donas L. York, a Notary Public, do hereby certify that HAROLD W. WATERS, Trustee, personally appeared before me this date and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 15 day of March, 1985.



Donas L. York  
NOTARY PUBLIC

My Commission Expires:

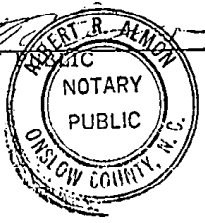
3-5-86

NORTH CAROLINA:

ONSLow COUNTY:

I, Albert R. Almon, a Notary Public, do hereby certify that CHARLES RAWLS and wife, MYRTIE P. RAWLS, personally appeared before me this date and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 16 day of March, 1985.



Albert R. Almon  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires April 2, 1988

23G

NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Donas L. York, Hilda S. Power, Albert R. Almon

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 727 Page 327 This 20 day of March 19 85 A.D., at 2:00 o'clock P. M.  
Michael M. Skyles By \_\_\_\_\_  
Register of Deeds, ONSLOW COUNTY Register of Deeds