

NEAVER P.

2342 CASTLE ROCK Rd
Pittsboro, NC 27312

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STATE OF NORTH CAROLINA
COUNTY OF ORANGE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BEAVER VALLEY

THIS DECLARATION, made and entered into this 24th day of August, 1998, by BRUCE W. CURTIS and wife, SARA E. CURTIS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of 101.76 acres, more or less, located in Orange County, North Carolina as shown on the plat and survey of BEAVER VALLEY SUBDIVISION, SECTION ONE, as recorded in Plat 81/106-107 Orange County Registry, to which plat reference is hereby made for a more particular description of same, said land being identified herein as "Properties".

AND WHEREAS, Declarant will convey lots from the "Properties" subject to the terms and conditions of this Declaration.

NOW THEREFORE, Declarant declares the Properties and any property now owned or hereinafter acquired by the Declarant added hereto by "Phases" as described in properly recorded Amendments to this Declaration signed by the Declarant shall be held, sold and conveyed subject to the following restrictions, covenants and conditions. The purposes of said restrictions, covenants and conditions is to protect the value, desirability and attractiveness of the Properties. Said restrictions, covenants and conditions shall be appurtenant to and run with the land and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to BEAVER VALLEY HOMEOWNERS ASSOCIATION, INC., an incorporated association, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property containing 101.76 acres, more or less, located in Orange County, North Carolina as shown on the plat and survey of BEAVER VALLEY SUBDIVISION, as recorded in Plat 81/106-107, Orange County Registry, to which plat reference is hereby made for a more particular description of same, and any property now owned or hereafter acquired by the Declarant added hereto as "Phases" and described in properly recorded Amendments to this Declaration signed by the Declarant.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all of the Lot Owners in the Properties, such Common Area to be located in all Phases of the Properties as noted upon any recorded subdivision plat of each Phase of the Properties. The Common Area shall include the dedicated public and private right of ways as shown on the recorded plat (or future plats) of BEAVER VALLEY SUBDIVISION, to which plat(s) reference is hereby made for a more particular description of same.

Section 4: "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision or Phase plat of the Properties with the exception of the Common Area.

Section 5: "Phase" shall mean and refer to additional areas, if any, adjacent to and brought into the Properties. Phasing shall be accomplished by an amendment to this Declaration which shall require execution only by Declarant, or his successors and assigns. Once the phasing amendment is recorded, the new area affected thereby shall become a part of the Properties subject to this Declaration.

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Section 6: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties with the exception of the Common Area. "Owner" shall not include those who have an interest in the Lot merely as security for the performance of an obligation.

Section 7: "Declarant" shall refer to the undersigned, their successors and assigns.

Section 8: "Declaration" shall mean and refer to this instrument as executed, made applicable to the "Properties" and recorded in the Office of the Register of Deeds of Orange County.

Section 9: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area, subject however to the easement rights reserved by the Declarant as hereinafter set forth in this Declaration, which easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area by members;

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

(c) the right of the Association to borrow money for the purposes of improving the Common Area and its facilities and as security for such to impose upon the Common Area a mortgage, all in accordance with the Association's Articles of Incorporation and By-Laws.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2: Delegation of Use: Any owner, provided that such Owner is current in the payment of his Assessments as are required herein and is not in violation of any other covenants as are set forth herein, may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Conveyance of Common Area: Declarant shall, prior to the recordation of the Final Plat for each Phase, convey the Common Area for that Phase, if any, to the Association, subject to Declarant's reserved easements as set forth herein, but free and clear of all encumbrances except for street rights of way, walking trails, parking areas, and utility easements. Subject to Declarant's reserved rights, the Association, from and after the conveyance of the Common Area to the Association, shall be solely responsible for maintaining and insuring the Common Area located in each Phase.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting members:

Class A: Class A members shall be all Owners, excepting Declarant, each of whom shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; subject, however, to the provision that only one vote may be cast per Lot.

Class B: The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) on December 31, 2002.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2: Purpose of Assessments: The assessments levied by the Association shall be used solely to promote the recreation, health, safety, and welfare of the residents in the Properties, to purchase insurance policies as herein stipulated and for the improvement and maintenance of the Common Area and any improvement located thereon, of whatsoever nature or kind, payment of premiums for hazard and liability insurance on the Common Area, payment of local ad valorem real property taxes, if any, on the Common Area and the creation of adequate reserves for replacement of capital improvement located within the Common Area, and maintenance of public roads and streets in BEAVER VALLEY SUBDIVISION until such roads are accepted for maintenance by the North Carolina Department of Transportation and maintenance of all private streets and roads in BEAVER VALLEY SUBDIVISION to Orange County Class B private road standards.

Section 3: Maximum Annual Assessment: Until January 1, 2004, the maximum annual assessment shall not exceed ONE HUNDRED TWENTY AND NO/100 Dollars (\$120.00) per Lot, payable at the rate of TEN AND NO/100 Dollars (\$10.00) per month in the discretion of the Board of Directors.

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(a) From and after January 1, 2004, the maximum annual assessment may be increased each year not more than 10% above the prior year's assessment or in an amount equal to the percentage increase in the consumer price index, whichever is greater, without a vote of the membership. The maximum annual assessment may be increased by more than this amount only by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvement: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast two-thirds (2/3) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the first month following a duly called meeting of the Association wherein the Members have elected to commence the collection of such assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages: The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except that such an extinguished lien may be reallocated and assessed to all of the Lots as a common expense. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

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ARTICLE V

ARCHITECTURAL CONTROL

No building, outbuilding, fence, wall, porch, deck, patio or other structure, landscaping, or tree removal shall be commenced, erected, or maintained upon any of the Lots, not shall any exterior addition to or change or alteration therein by made until the plans and specifications showing the nature, kind, shape, height, materials, schedule of exterior color, finish, roofing, changes in topography and or elevation, landscaping, tree disturbance or removal and locations of the same shall have been submitted to and approved in writing by the Declarant, or his successors and assigns, as to harmony of external design and location in relation to surrounding structures, topography, and appearance. Declarant, or his successors and assigns, shall have the sole and absolute right to disapprove any plans or specifications so submitted and Declarant's decision shall be final and not subject to review or appeal. The Declarant, or his successor and assigns, shall have the right to inspect all construction and/or land disturbance to ensure that such work is performed in accordance with the approved plans and specifications and Declarant shall have the right to bring action to enjoin any activity taken in violation of this provision.

As of December 31, 2002, Declarant's responsibility pursuant to this Article shall pass to and become the responsibility of the Board of Directors of the Association or any Architectural Review Committee established by the Board of Directors, said committee to consist of no less than three (3) representatives appointed by the Board. The Declarant, in his sole discretion, shall have the right to convey his responsibility by written letter to the Association prior to December 31, 2002.

ARTICLE VI

EASEMENTS

Section 1: All of the property, including Lots and Common Area, shall be subject to any such easement for water lines, sanitary sewer lines, storm drainage facilities, gas lines, cable TV, telephone and electric power lines and other public utilities as shall be or shall have been granted by the Declarant or by their predecessor in title. Each Lot Owner shall have an easement in common with every other lot owner and with Declarant for access to, in, over and through the Common area for the use and enjoyment thereof. Prior to the conveyance of the Common Area to the Association by the Declarant, the Declarant shall have the exclusive right, power and authority (without the necessity of the joinder of any Owner) to grant and establish upon, over and across the Common Area such other easements as the Declarant deems appropriate and/or necessary for the development of the Properties. After the conveyance of the Common Area, the Association's Board of Directors shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2: An easement over, through and to the Common Area in each Phase is hereby reserved, conveyed and established in favor of Declarant and its duly authorized agents and assigns, during and for the purposes of construction activity, storage of construction materials, the necessary disturbance of land for construction on any Lot and installation of driveways, sidewalks, underground drainage and utilities. Said easement shall continue and exist only so long as Declarant and its duly authorized agents and assigns are actually engaged in construction within any Phase of the Properties and is limited to the Phase or Phases in which the construction is taking place. No Lot Owner shall interfere or hamper Declarant, its agents or assigns, in connection with such construction.

ARTICLE VII

USE RESTRICTIONS

Section 1: Rules and Regulations: The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area.

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Section 2: Use of Property: No Lot shall be used except for single-family residential purposes in accordance with the Zoning Ordinance of Orange County and any other rules and regulations of Orange County and in accordance with the restrictions hereinafter set forth.

(a) There shall be no further subdivision of any numbered Lot shown on any recorded plat of BEAVER VALLEY SUBDIVISION.

(b) No building shall be located on any Lot nearer to the property lines than as required by the Orange County Zoning Ordinance or within 75 feet of the street right of way abutting the front of the lot; 20 feet of the side line of the lot; and 50 feet of the rear line of the lot, whichever setback is more restrictive. Abutting chimneys, and overhanging eaves, gutters or roof lines are exempt herefrom. Areas on the Lot located within the front and interior building set back areas must remain in a natural or landscaped state. No buildings or other structures of any kind, other than the crossing of an entrance driveway shall be allowed in these areas. Relief from any violation of the setback violations may be granted by the Declarant at their sole discretion provided that compliance with the zoning ordinance of Orange County is maintained and provided that such relief or waiver is in writing and recorded in the Orange County Registry.

(c) All dwellings shall be constructed on the Lot by a building contractor licensed in the State of North Carolina. No dwelling shall be erected or allowed to remain on any Lot unless such dwelling shall contain at least 1400 square feet of heated, finished living area if a one story residence. In the case of a multi-story residence the ground floor shall contain not less than nine hundred (900) square feet of heated, finished living space, and the second floor shall contain not less than seven hundred (700) square feet of heated, finished living space. No dwelling shall exceed three stories in height. No garage constructed along with a dwelling on any Lot shall exceed the size of a three (3) car garage.

(d) No commercial, inoperative, abandoned, unlicensed motor vehicles or recreational vehicles, boats or sailing vessels, farm or construction machinery and any trailers or carriers, or like equipment or mobile or stationary trailers of any kind shall be kept or permitted to remain on any Lot, without the prior written approval of the Declarant and even with such approval, such vehicles must be stored in an enclosure away from view. Under no circumstances shall any such vehicle be parked on the streets of the BEAVER VALLEY SUBDIVISION.

(e) Swing sets, basketball goals, play houses and play areas shall be unobtrusively located on the Lot.

(f) At no time shall any Lot or parcel be stripped of its topsoil and trees, or allowed to be eroded by being excavated or neglected.

(g) Each Owner shall maintain and preserve his or her lot in a clean, orderly, and attractive condition. Maintenance and preservation of the Lot shall include, for example, the trimming of shrubs, the mowing of grass, landscaping, and the removal of trash, leaves, debris and fallen trees or limbs.

(h) No mobile home or trailers shall be allowed on any Lot. No outbuilding shall be placed on a lot unless approved by Declarant, who may reject an outbuilding without cause. No dwelling shall be moved from any other location onto a Lot.

(i) The driveway for each Lot shall be constructed of gravel, concrete or asphalt and completed prior to the occupancy of any dwelling constructed on that Lot. Each driveway must be of sufficient size to permit the off-street parking of at least two (2) automobiles.

(j) No lumber, brick, stone, excavated earth, cinder block, cement, or other materials used for building purposes shall be stored upon any Lot longer than a reasonable time for the completion of construction in which they are used. None of these materials may be stored, or heavy equipment or vehicles parked, within the dripline of any significant trees on or adjacent to the Lot during or after construction.

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(k) When the construction of any dwelling has commenced, work thereon must be prosecuted diligently and must be completed within a reasonable time not exceeding twelve (12) months from the date of commencement of construction; provided however, the Declarant may modify such requirement in their sole discretion.

(l) Each Owner shall be responsible for the costs and expenses for any road or utilities repair or other infrastructure improvement necessitated by damage done as a result of the construction of improvements upon the Owner's Lot.

(m) All utility or cable lines from the public road and within the lots shall be properly installed underground. Where practical these lines should be placed in a common trench along the boarder of the driveway leading from the street to the Lot. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the Properties which shall exceed the height of the trees on the Lot or that can be seen from the roadway or adjoining Lot(s).

(n) No street shall be laid out or opened across or through any Lot. No fences or walls shall be erected or allowed to remain on the front portion of any Lot (the portion of the Lot located between the dwelling and the street that the dwelling faces). No fences or walls shall be erected or allowed to remain on the remainder of the Lot without the prior written consent of Declarant. Any such approved fence must be constructed of natural materials, limited in height and length, and be approved in all respects by Declarant. Notwithstanding the foregoing, fencing may be placed in Common Areas by Declarant solely at Declarant's option.

(o) No noxious or offensive activity shall be conducted upon any Lot or the Common Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to neighborhood or the occupants of any adjoining Lots. No industrial, business, or commercial activity whatsoever is permitted on a Lot, including but not limited to a boarding house, fraternity or sorority house, business or manufacturing, or antique, gift, or any kind of shop. No animals other than a limited number of dogs and/or cats kept as household pets shall be kept or allowed to remain on any Lot, for any purpose. All pets must be restrained at all times. No dogs and /or cats may be kept, bred and/or maintained on the Lots for commercial purposes.

(p) No structure of a temporary character, such as but not limited to trailers, tent, shack, garage, barn or other outbuilding shall be used or permitted to remain on any Lot or the Common Area at any time as a residence, either temporarily or permanently, or for any other purpose of whatsoever nature or kind.

(q) Clotheslines and satellite or other receiving devices exceeding a dish diameter of 18" shall not be allowed or maintained on any Lot or in the Common Area.

(r) All individual mailboxes shall be of a standard size and design; and the design, size and location of such mailboxes must be approved in writing by the Declarant prior to installation of such mailbox on any Lot.

(s) Solar panels and/or collectors shall not be installed or constructed on the side of any structure constructed on a Lot that faces any street or installed or constructed anywhere on such structure if such solar panels and/or collectors are visible from any street in the subdivision.

(t) All outdoor lighting fixtures which are freestanding and thus not affixed to the house or other approved structures shall be of the type and design as specified in writing by the Declarant. Furthermore, each Lot shall have at least one of these lighting fixtures placed adjacent to the driveway entrance in a location designated by the Declarant or the Declarant's agents and/or representatives. Each Owner shall be responsible for the cost and expense of procuring and installing said lighting fixture.

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(u) Owners of each Lot shall be responsible for providing adequate garbage disposal for their property. Garbage shall not be permitted to remain uncollected on any lot for more than two successive weeks. Trash, garbage, or other refuse shall be kept in sanitary containers and out of view from the public streets in the BEAVER VALLEY SUBDIVISION. No lot shall be used or maintained as a dumping ground for trash, refuse or garbage.

Section 3: Signs: No signs of any kind except those advertising an individual lot "For Sale" or "For Rent" and those signs used by the Declarant in the advertising of the Properties, shall be displayed for public view in and about the premises.

Section 4: Items to be Approved by Homeowners Association: Without the prior written approval of the Association as to location, style, type, size and composition, no antennae, aerials, pole towers, solar collectors or similar structures, no fuel tanks or any similar type of storage receptacle, no mailboxes or newspaper containers, and no temporary structures such as sheds, mobile homes or trailers or tents may be placed upon any Lot or the Common Area. Declarant may place one or more construction trailers on any Lot or the Common Area during construction provided the same are removed within a reasonable period of time after construction in that area has been completed. No travel trailers or recreational vehicles shall at any time be used as a residence either temporarily or permanently.

Section 5: Utility Easements: Easements for installation and maintenance of utilities and for drainage are hereby reserved over and across the side ten (10) feet and the rear ten (10) feet of each Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1: Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any future right to do so.

Section 2: Reserved Right of Declarant: Declarant reserves the right to do all things reasonably necessary or proper to merge the Owners of any Lots in subsequent Phases with the BEAVER VALLEY HOMEOWNERS ASSOCIATION, INC. Any such merger, when and as it occurs, shall be subject to Declarant herein retaining control of development and construction in all Phases of the Properties, including those Phases so merged, until such time as Class B membership in the Properties shall no longer exist as set forth in Article III herein.

Section 3: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision herein contained which provisions shall remain in full force and effect.

Section 4: Amendments: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded in the Orange County Registry.

Section 5: Reserved Rights of Lot Owners: No Lot Owners shall be subject to a restraint imposed by the Association upon his right to sell, transfer, or otherwise convey his Lot. Under no circumstances shall the Association have a right of first refusal upon the sale and conveyance of any Lot. No Lot Owner shall be subject to any restraint imposed by the Association upon his right to mortgage his Lot with whomever or whatever institution and upon those terms and conditions the Lot Owner is willing to accept.

Section 6: Contracts: Any contract, lease or agreement entered into by the Association or on its behalf must be terminable by either party without cause upon not more than ninety (90) days notice to the other party. If so terminated, no termination fee shall be required to be paid to or by either party.

Section 7: Applicability of Dedication, By-Laws, Rules and Regulations: All Lot Owners, tenants and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations, as the same may be amended from time to time. These provisions shall be deemed covenants running with and appurtenant to the land.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, on the day and year first above written.

Bruce W. Curtis (SEAL)
BRUCE W. CURTIS

Sara E. Curtis (SEAL)
SARA E. CURTIS

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, Gina F. Webster, a Notary Public in and for the aforesaid county do hereby certify that BRUCE W. CURTIS and wife, SARA E. CURTIS appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes expressed therein.

Witness my hand and Notarial Seal this the 24 day of August, 1998.

[Signature]
Notary Public

My Commission Expires: 4-25-2000



State of North Carolina-Orange County
The foregoing certificate of _____

Gina F. Webster
A Notary (Notarial Public for the Designated Governmental units is (are) certified to be correct. See Filing certificate herein. This the 24th day of August, A.D. 1998

Betty June Hayes
Register of Deeds
[Signature]
By: Assistant Deputy
Register of Deeds

FILED
25 AUG 1998, at 04:34:11pm
Book 1785, Page 342 - 350
Betty June Hayes,
Register of Deeds,
Orange County, N. C.