



FOR REGISTRATION REGISTER OF DEEDS  
ELIZABETH T COOPER  
BURKE COUNTY, NC  
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INSTRUMENT # 2005010800

**COVER SHEET FOR RECORDING**

**PREPARED**

**BY** Sherri L. Brewer, Attorney at Law

**RETURN TO** Sherri L. Brewer, Attorney

**TYPE OF DOCUMENT** Declaration of Covenants

**DATE OF DOCUMENT** 3<sup>rd</sup> August 2005

**GRANTOR:** Swinging Hammer Properties, Inc.

\_\_\_\_\_

**GRANTEE** Public

\_\_\_\_\_

1485-333

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 3rd day of August 2005, by Swinging Hammer Properties, Inc., a North Carolina Corporation, having its principal office in Henderson County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain real property in Burke County, North Carolina, and being more particularly described as follows:

Being all of Cottage Park at Lake James as shown in Plat Book 28 Page 159-163, located off North Powerhouse Road, Burke County Register of Deeds Office.

AND WHEREAS, Declarant desires to subject that portion of real property described herein to the following easements, restrictions, covenants and conditions;

NOW, THEREFORE, Declarant hereby declares that such portion or portions of the property described herein 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 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 I DEFINITIONS

SECTION 1: "ASSOCIATION" shall mean and refer to Cottage Park at Lake James, its successors and assigns.

SECTION 2: "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties referred to herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3: "PROPERTIES" shall mean and refer to that certain real property described herein, which are subject to the easements, restrictions, covenants and conditions contained herein.

SECTION 4: "COMMON AREA" shall mean all real and personal property owned or leased by the Association for the common use and enjoyment of Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Being those areas designated "Common Area" and all the road rights of way shown as private roads and cul-de-sacs with the names Cottage Park Road, and Cottage Place Lane, as shown on a Plat of Cottage Park at Lake James Subdivision prepared by Lake Norman Surveying and Engineering, dated March 14, 2004, and duly recorded in the Office of the Register of Deeds for Burke County, North Carolina.

SECTION 5: "COMMON EXPENSES" shall mean and include: (a) all sums lawfully assessed against the unit owners by the Association; (b) expenses of administration, operation, maintenance, repair and replacement of the Common Areas and facilities, including recreational facilities, streets, driveways, parking areas and landscaping; (c) expenses agreed upon as common expenses by the Association; (d) hazard insurance premiums as required; (e) public, and/or community utilities including, but not limited to, water, telephone, cable television and electricity; (f) subdivision signs.

SECTION 6: "LOT" shall mean and refer to any numbered plat of land shown upon any recorded subdivision map of the properties with the exception of the Common Areas. The ownership of each lot shall include and shall pass with each lot as an appurtenance thereto, whether or not separately described, all the right, title and interest of an owner in the Common Area, which shall include, without limitation, membership in the Association.

SECTION 7: "DECLARANT" shall mean and refer to Swinging Hammer Properties, Inc., a North Carolina Corporation, its successors and assigns.

SECTION 8: "LIVING UNIT" shall mean and refer to a building situated upon a lot and intended for use and occupancy as a residence.

SECTION 9: "MEMBER" shall mean and refer to any person or entity who holds membership with voting rights in the Association.

## ARTICLE II PROPERTY RIGHTS

SECTION 1: OWNERS EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of 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 facilities situated upon the Common Area.
- B) The right of the Association to suspend the voting rights and right to use 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 sixty (60) days for any infraction of its published rules and regulations.
- C) The right of the Association to dedicate or transfer all or 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. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of voting members, agreeing to such dedication or transfer, has been recorded.

- D) The right of the Association to impose rules and regulations for the use and enjoyment of the Common Area and improvements thereon, which rules and regulations may further restrict the use of the Common Area.

SECTION 2: DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his rights or enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. In any case, the rights to and enjoyment of the Common Area and facilities, including such recreational facilities, shall be limited to those persons actually occupying the living unit. Extension of these rights to guests or invitees of such occupants shall be subject to rules and regulations imposed by the Association.

### 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 (2) classes of voting membership:

- A) CLASS A: Class A members shall be all owners, with the exception of Declarant, who shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in each lot, all such persons shall be members; the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than four (4) votes be cast with respect to any lot.
- B) CLASS B: The Class B member shall be the Declarant as hereinabove defined and such member shall be entitled to three (3) votes for each lot owned by Declarant within the phase or phases that have been subjected to this Declaration. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first:
- 1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
  - 2) On August 1, 2007.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The owner(s) for each lot owned within Cottage Park at Lake James Subdivision hereby covenants and each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association;

- A) Annual assessments or charges; and

- B) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

SECTION 2: PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, any or all of which may be obtained from Declarant, under contract, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

SECTION 3: MAXIMUM ANNUAL ASSESSMENT. Until January 1, 2007, the maximum annual assessment shall be \$300.00 per lot.

- A) From and after January 1, 2007, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- B) From and after January 1, 2007, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the votes cast by each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4: SPECIAL ASSESSMENTS FOR IMPROVEMENTS. 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 in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or any other improvement upon or within the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the votes cast by each class of 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 SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking an action authorized under Sections 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership 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. Annual and special assessments must be fixed at a uniform rate schedule applicable to all lots. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, accelerations, upon ten (10) days written notice of the annual assessments for delinquency. Unless otherwise provided by the Board, the assessments shall be paid in annual installments excepting those lots owned by the Declarant/Developer who shall be exempt from Assessments so long as/if they are Class "B" Members as defined in Article III Section 2 (B).

SECTION 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS – DUE DATES. The annual assessments provided for herein for lots in Cottage Park at Lake James shall begin upon transfer by Deed from the Declarant/Developer to Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment against each lot and send written notice of each assessment to every owner subject thereto. The due dates of such assessments 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.

SECTION 8: EFFECT OF NONPAYMENT OF ASSESSMENTS – REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of eight (8%) percent. If the assessment is not paid within sixty (60) days, the Association, through its Board shall have the right to bring an action at law against the owner personally obligated to pay the same or foreclosure its lien against the lot against which the delinquent assessment has been levied. The Association shall have the right to bid at the foreclosure sale. All payments by a delinquent owner for assessments and other costs shall be applied first to cost and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual or special assessments which are not the subject matter of suit in the order of their coming due. 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 only 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 first 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein shall prevent any mortgagee from making full payment, at its option, of any delinquent obligations of a property owner. The Association shall notify by certified mail, return receipt requested, any first mortgagee of any delinquency or default in any obligations of an owner prior to taking any action against such owner which would affect the first mortgagee.

## ARTICLE V ARCHITECTURAL CONTROL

SECTION 1: STRUCTURE. No building, fence, wall or other structure or any landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee will be composed of the Declarant until 60% of all lots within Cottage Park at Lake James are sold. Thereafter, the Committee shall be appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event that the Committee determines that it is reasonably necessary to hire outside expertise to adequately examine the specifications and plans to resolve questions relating thereto, the Committee shall have the right to hire outside expertise, and any reasonable fees actually incurred in connection therewith shall be paid by the owner requesting architectural change.

SECTION 2: RULES AND REGULATIONS. The Architectural Control Committee shall adopt such rules and regulations as reasonably necessary to implement the general purposes of architectural control set forth herein, and such rules and regulations shall be interpreted by the Architectural Control Committee.

## ARTICLE VI USE RESTRICTIONS AND REGULATIONS

SECTION 1: RESIDENTIAL USE. All lots shall be used, improved and devoted exclusively to single family residential use. Nothing herein shall be deemed to prevent the owner of any lot from leasing a lot, subject to all provisions of this Declaration.

SECTION 2: NUISANCES. No obnoxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

SECTION 3: RESTRICTION ON FURTHER SUBDIVISION. No lot shall be further subdivided or separated into smaller lots by an owner and no portion less than all of any such lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an owner, except as herein authorized or as may be required due to the exercise by a governmental body of the power of eminent domain.

SECTION 4: MINIMUM FLOOR PLAN SIZE. The floor area of any single story living unit, exclusive of porches, decks, and garages, shall not be less than Eighteen Hundred (1,800) square feet of heated living space. The floor area of a two-story living unit, exclusive of porches, decks, and garages, shall not be less than Twenty Two Hundred (2,200) square feet of heated space with the bottom story being no less than Twelve Hundred (1,200) square feet of heated living space. All residences shall have a minimum of a two (2) car garage.

SECTION 5: SIDING. No exterior of any home may be made of vinyl siding.

SECTION 6: ROOF PITCH. All roofs must have at least a 7/12 roof pitch.

SECTION 7: ANIMALS. No animals, livestock or poultry may be raised, bred, kept or permitted on any lot with the exception of dogs, cats or other usual or common household pets in reasonable number as determined by the Board, provided, however, those pets which are permitted to roam free or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other lots or the owner of any property located adjacent to the properties, may be removed by the Board.

SECTION 8: PARKING. Overnight parking of all recreational vehicles, recreational equipment, trailers, mobile homes, boats, horse trailers, or other similar types of vehicles shall only be allowed on Lot 13 designated "Common Area", unless placed in an enclosed garage and completely out of sight. Except for emergency repairs, no person shall repair or restore any vehicle, boat or trailer upon any portion of the properties except in those areas which may be designated by the Association for such purposes. The Homeowners Association shall have the right and authority to formulate rules governing the size and weight of vehicles which may be parked or stored within Cottage Park at Lake James. No overnight parking shall be allowed on the road right of ways. No commercial vehicles shall be allowed to park upon any portion of the properties, except for emergency vehicles. Carports are not allowed.

SECTION 9: MOTOR VEHICLES. All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No motor vehicles shall be driven on pathways or unpaved Common Areas. The term "motor vehicles" as used herein shall include without limitation, motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses and automobiles.

SECTION 10: PAVED DRIVEWAYS. All driveways leading from the road rights of way to the individual dwelling units shall be paved.

SECTION 11: CLOTHES LINES. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the properties other than between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday, and clothes hanging devices, such as lines, reels, poles and frames, shall be stored out of sight other than during the times aforementioned.

SECTION 12: TRASH RECEPTACLES. Storage, collection and disposal of trash shall be in compliance with rules set by the Association. All lot owners have the responsibility of keeping their lots neat and all rubbish in approved trash receptacles not visible from the road.

SECTION 13: TRASH BURNING. Trash, leaves and other similar materials shall not be burned upon the properties.

SECTION 14: UTILITY AND DRAINAGE EASEMENTS. Utility and drainage easements are reserved five (5) feet in width along all side and back lot lines and ten (10) feet in



width along front lot lines, for installation and maintenance of utilities and drainage facilities which Declarant or the Association may grant, without the joinder of lot owners, to utility companies and others. Neither the Declarant, the Association, nor any other person using the easements herein referred to will be liable for any damage done by them to shrubbery, trees, or to the property of said lot owners situated on the land covered by these easements.

SECTION 15: SIGNS. No signs shall be displayed to public view on any lot or unit or in the Common Area except the sign which specifically complies with rules and regulations set by the Association or approved by the Architectural Committee. No "Re-Sale" signs or "For Sale" signs shall be allowed to be placed upon any lot or unit until all lots within Phase 1 and Phase 2 in Cottage Park at Lake James are sold out by Declarant.

SECTION 16: MAILBOXES AND NEWSPAPER TUBES. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Committee shall be permitted.

SECTION 17: CUTTING OF TREES. No trees of any size or shape may be cut without the prior written approval of the Architectural Control Committee. There will be no clear cutting of trees except for placement of the homesite, driveway and septic area.

SECTION 18: CONSTRUCTION RULES. During construction of any residence upon a lot, a trash dumpster shall be maintained on site to place construction trash and debris in. A \$500.00 deposit for jobsite cleanup will be due when building plans are submitted to the Architectural Control Committee.

SECTION 19: RULES. The Board of Directors may from time to time without consent of the members, promulgate, modify or delete use restrictions and rules and regulations applicable to the lots in the Common Area. Such regulations and use restrictions shall be binding on all owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting by the vote of owners holding a majority of the total votes in the Association. All general rules and subsequent amendments thereto, shall be placed in the Association's book of resolutions and shall be open to inspection by members of the Association during normal business hours.

#### ARTICLE VII PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION 1: EXISTING PROPERTY. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain real property as the same is more particularly described hereinbefore.

#### ARTICLE VIII CONVEYANCE OF COMMON AREA TO THE ASSOCIATION

SECTION 1: TITLE TO COMMON AREA. When it is determined by the Declarant/Developer Proper to do so the Common Areas within Cottage Park at Lake James shall be conveyed to the Association. Conveyance shall be no later than the happening of either the total votes in Class B are converted to Class A or August 1, 2007 as defined in Article III.

SECTION 2: RIGHTS OF WAY AND EASEMENTS RETAINED. Any conveyance by the Declarant to the Homeowners Association of the Common Areas as set forth in Section 1 of this Article shall be made subject to a reservation for the benefit of remaining portions of that property as described herein of the following:

- A) Rights of way for ingress, egress and regress over and upon those certain roads located on the recorded plats of Cottage Park at Lake James Subdivision, as the same provide access from North Powerhouse Road and running to said portions of property described herein, it being understood and agreed that, so long as said roadways remain private, there is an obligation of joint maintenance of said roadways or driveways as the same are used by owners of property located within said subdivision; and
- B) Easements and rights of way for purpose of connecting water, electric, telephone and other utility lines running across the property of Cottage Park at Lake James Subdivision for the benefit of said property.

SECTION 3: ENCUMBRANCES. The Declarant agrees that, in connection with conveyances of Common Areas as above referred to, such conveyances to the Homeowners Association shall be free and clear of all liens and financial encumbrances, except easements and rights of way of record and current and subsequent Burke County taxes.

SECTION 4: EASEMENT FOR CONSTRUCTION PURPOSES. The Declarant shall have full rights of ingress and egress to and through, over and about any Common Area in Cottage Park at Lake James Subdivision during such period of time as the Declarant is engaged in any construction or improvement work on or within the property described hereinabove and shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in said construction. No owner, his guests or invitees, shall in any way interfere or hamper Declarant, its employees, successors or assigns, in connection with such construction, it being understood and agreed that the construction activities of Declarant or its contractors or subcontractors shall, so far as practicable, not interfere with the quiet enjoyment of lots within Cottage Park at Lake James Subdivision of the owners of such lots.

## ARTICLE IX GENERAL PROVISIONS

SECTION 1: DURATION. The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date this Declaration is recorded in the Office of the Register of Deeds for Burke County, North Carolina, after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

SECTION 2: AMENDMENT. This Declaration may be amended at any time by an Instrument executed by the holders of two-thirds (2/3) of the votes of members of each class as described in Article III hereof and recorded in the Office of the Register of Deeds

for Burke County, North Carolina. This Declaration may further be amended solely by the Declarant until August 1, 2007.

SECTION 3: ENFORCEMENT. The Association, any owner or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. The Board of Directors shall have specific authority to impose fines for violations of rules and regulations, the Declaration or By-Laws of the Association. Any such fines shall be collected as assessments pursuant to Article IV herein. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4: SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

SECTION 5: MANAGEMENT. The Declarant reserves the right to enter into a contract with a management firm, which said contract shall provide for payments to said firm for services rendered on behalf of the Association in connection with maintenance and control of the Common Areas and all other duties delegated herein to the Association. The contract shall have terras not to exceed one (1) year and shall be cancelable by the Homeowners Association upon the giving to said management firm of ninety (90) days written notice prior to such cancellation. The contract shall be terminable for cause upon thirty (30) days notice.

SECTION 6: MINIMUM SHORT TERM LEASE. Any lease or other rental of lots within Cottage Park at Lake James Subdivision shall not be for a terra less than six (6) months in duration.

SECTION 7: INDEMNIFICATION. The Association shall indemnify officers and directors against any and all expenses, including attorney fees incurred during their service on the Board or resulting therefrom in connection with decisions made during such period of service.

SECTION 8: CONSTRUCTION. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officers and corporate seal to be hereunto affixed, this, the 3<sup>rd</sup> day of August, 2005.

Swinging Hammer Properties, Inc.

By: 

William R. Strieder, III, President

STATE OF NORTH CAROLINA  
COUNTY OF HENDERON

I, a Notary Public of said State and County, do hereby certify that William R Strieder, III personally appeared before me and acknowledged that he is the President of Swinging Hammer Properties, Inc. and that the foregoing instrument was signed in its name by its President.

WITNESS my hand and Notarial Seal this, the 3<sup>rd</sup> day of August, 2005.

My Commission Expires: 11/14/09

Sherril Brewer  
Notary Public



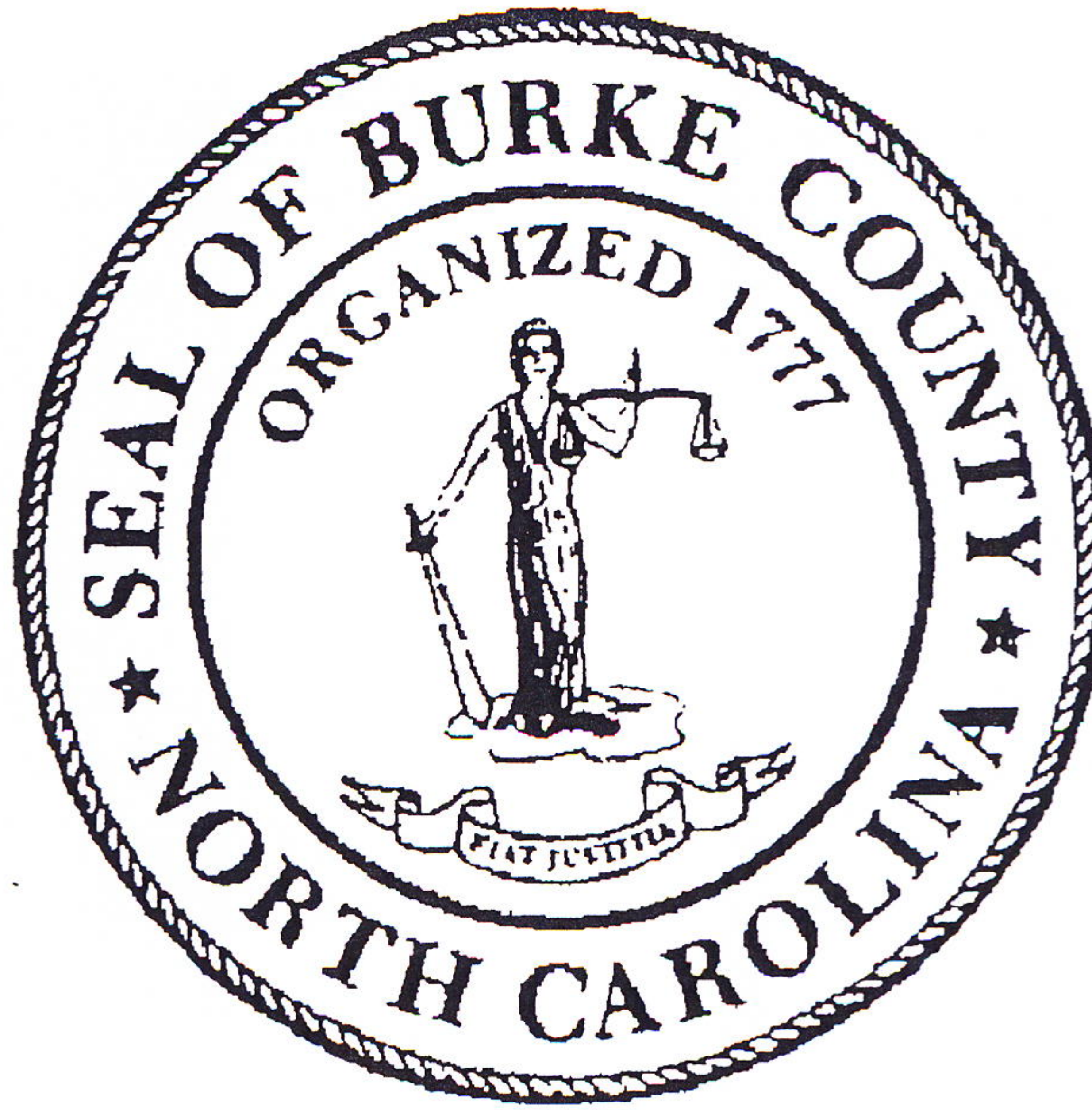
STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

The foregoing certificate(s) of \_\_\_\_\_, Notary or Notaries Public is/are certified to be correct.

This instrument and this certificate are duly registered this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .m. in Deed Book \_\_\_\_\_ Page \_\_\_\_\_.

REGISTER OF DEEDS  
Burke County, NC

By \_\_\_\_\_  
Deputy/Assistant



ELIZABETH T COOPER  
REGISTER OF DEEDS, BURKE  
JUDICIAL BUILDING  
201 SOUTH GREEN STREET  
MORGANTON, NC 28655

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Filed For Registration: 08/03/2005 12:49:59 PM  
Book: RE 1485 Page: 333-345  
Document No.: 2005010800  
DECL 13 PGS \$47.00

Recorder: WCHURCH

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State of North Carolina, County of Burke

The foregoing certificate of SHERRI L BREWER Notary is certified to be correct. This 3 RD of August 2005  
ELIZABETH T COOPER , REGISTER OF DEEDS

By: Wanda Church  
Deputy/Assistant Register of Deeds

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**\*2005010800\***

2005010800

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