

NORTH CAROLINA
JACKSON COUNTY

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CATSPAW, JACKSON
COUNTY, NORTH CAROLINA, AND RULES
AND REGULATIONS (BY-LAWS) FOR
CATSPAW PROPERTY OWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, RULES AND
REGULATIONS (By-Laws) for CATSPAW PROPERTY OWNERS ASSOCIATIONS,
(hereinafter "Declaration"), made and published this the 28th day of
February, 1982, by CATSPAW, a partnership, with its office at
43 West Main Street, Sylva, Jackson County, North Carolina.

W I T N E S S E T H :

WHEREAS, Catspaw, is a partnership, and is the owner of real
property described in Article II of this Declaration and desires
to create thereon a planned community known as Catspaw which is
expected to include common grounds, streets, roads, green areas and
other common facilities for the benefit of residents of the community,
and

WHEREAS, Catspaw desires to provide for the preservation of the
values and amenities of said community and for the control, operation
and maintenance of all common properties within said community; and,
to that end, desires to subject the real property described in Article
II, together with such additions thereto as may hereafter be made,
as provided in Article II, to the covenants, restrictions, easements,
affirmative obligations, charges and liens, and rules and regulations
hereinafter set forth, each and all are hereby declared for the benefit
of said community and common properties and each and every owner of
any and all parts thereof; and

WHEREAS, Catspaw deems it desirable for the efficiency of the values and amenities of said community, to create an agency to which could be delegated and assigned the power and authority of operating control and maintaining and administering common properties, and services incident thereto, and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all dues and charges necessary for such operation, control, maintenance, administration and enforcement under the provisions of this Declaration; and

WHEREAS, Catspaw has caused to be incorporated under the laws of the State of North Carolina a non-profit corporation, Catspaw Owners Association, for the purpose of exercising the aforesaid functions, under the provisions of the covenants, rules and regulations hereinafter set forth, and

WHEREAS, it is the intention of Catspaw, the developer of the lands described below, to, at such future date convey title to all of the roads, streets, rights of way, access, and easements which affects the property described herein to the Catspaw Property Owners Association, in fee simple absolute, and after the conveyance of such properties, it is the intention of Catspaw that the Catspaw Property Owners Association shall have complete and total responsibility for the upkeep, maintenance and repair of said roads and road systems. It is the intention of Catspaw that the roads shall always be private roads for the use, benefit and enjoyment of lot owners, their guests, heirs and assigns. It is the further intention of Catspaw that all of the roads shall remain private in perpetuity and said roads shall never be taken over by the State of North Carolina for maintenance or the State shall not be given rights of way to said properties. It is further the intention of Catspaw that the roads shall always be subject to having gates placed upon the main access road leading from the public roads. Such gate(s) shall always be on the main access road(s) from said property to the outside and it shall at no time be construed that it is not the intention of the developers or Catspaw Property Owners Association to have open roads to the public roads, and

WHEREAS, it is the intention of Catspaw that all roads, in addition to remaining private, that property owners shall not have the right to use the roads unless they pay the dues levied by Catspaw Property Owners Association, and upon their failure to pay such dues levied, they forfeit their rights to use the gates and roads.

NOW THEREFORE, Catspaw declares that the real properties described in Article II of this Declaration and such additions thereto as may hereafter be made pursuant to said Article II, is and shall be held, transferred, sold, conveyed, leased, occupied and used, subject to the covenants, restrictions, conditions, easements, charges and assessments, affirmative obligations and liens hereinafter set forth.

EXHIBIT A

The real properties referred to in Article II of this Declaration are more particularly described as follows:

TRACT I: BEGINNING at a stake in the Stub Hall line, beginning of that description found in the deed recorded in the Jackson County Public Registry, Book 368, page 556, this being a survey of a portion of the lands described in that deed; running thence N. 16° 30' E. 766.05 feet to a point in the centerline of an earth road; thence N. 1° 17' W. 277.56 feet with the centerline of said road to a point; thence N. 20° 52' E. 68.07 feet; thence continuing with the center of the road as follows: N. 7° 49' E. 97.32 feet; N. 17° 37' E. 195.66 feet; N. 29° 42' E. 98.53 feet; N. 49° 35' E. 144.52 feet; N. 68° 10' E. 198.85 feet; N. 75° 31' E. 97.31 feet; S. 59° 48' E. 241.76 feet, to a point just past the intersection with another dirt road; thence leaving said centerline of the dirt road: N. 25° 34' E. 187.11 feet to a point in the centerline of another dirt road and thence continuing with said dirt road; N. 14° 45' E. 98.98 feet; thence N. 12° 26' E. 107.69 feet; N. 46° 30' E. 118.66 feet; N. 3° 48' E. 98.98 feet; N. 13° 11' E. 195.60 feet; N. 27° 22' E. 68.94 feet; N. 5° 41' E. 112.89 feet to a point in the intersection of two dirt roads; thence continuing with the center of said dirt road, N. 72° 21' E. 363.42 feet; N. 57° 45' E. 100.07 feet; N. 66° 35' E. 99.36 feet; N. 72° 17' E. 56.59 feet to a 12" Chestnut standing at the edge of said road; thence leaving said road N. 42° 26' E. 74.55 feet to a 14" Birch which stand in the outside line of the parent tract; thence leaving the outside line and going in a calculated course to a double Whiteoak on top of the mountain in the Jackson-Macon line on a course of S. 17° 10' W. a distance of 2748.29 feet, a point in

U.S.F.S. Tract #415; thence leaving the double Whiteoak with the Jackson-Macon County line and following the crest of the ridge and U.S.F.S. #415 boundary as follows: S. 73° 00' W. 101.12 feet; S. 87° 37' W. 176.24 feet; N. 75° 05' W. 163.36 feet; N. 88° 47' W. 222.64 feet; N. 84° 33' W. 44.34 feet; N. 88° 24' W. 121.63 feet; S. 79° 24' W. 136.35 feet; S. 64° 15' W. 103.75 feet; S. 51° 00' W. 38.51 feet to the point of BEGINNING, containing 49.82 acres as surveyed by L. Stephen Foster, R.L.S., October 28, 1981.

TRACT II: BEGINNING at a 14" Birch in the line of a tract as described in Deed Book 294 at page 193, and in the northwestern-most corner of Lot 17 of Section B of Catspaw Subdivision, and being from the northeasternmost corner of Lot 1, Section A, of Catspaw Subdivision, N. 17° 10' 00" W. 61.47 feet, and running thence N. 62° 23' 10" E. 309.48 feet to a White Oak, N. 86° 02' 20" E. 174.35 feet to a Locust, S. 71° 48' 30" E. 196.89 feet to a Birch, corner of Lots 17 and 18; thence N. 54° 01' 30" E. 142.30 feet to a stone, N. 72° 28' 10" E. 150.55 feet to a stake; thence N. 84° 55' 00" E. 64.47 feet to a stake; N. 78° 08' 20" E. 148.69 feet to a stake; S. 87° 30' 30" E. 86.04 feet to a stake, corner of Lots 18 and 19; thence S. 70° 24' 50" E. 99.46 feet to a stake, S. 67° 47' 30" E. 99.33 feet; thence S. 82° 02' 20" E. 99.78 feet to a stake; thence S. 73° 33' 50" E. 75.23 feet to a stake; thence S. 65° 09' 10" E. 472.60 feet to a stake, corner of Lots 19 and 20; thence with the line of Lot 20 and bordering an area labeled as "future development" on the map hereinafter referred to, S. 15° 30' 00" W. 600 feet to an iron pipe; thence S. 57° 00' 00" W. 600 feet to an iron pipe at the intersection of the road shown on said map and the road leading to "future development" and being the corner of Lots 20, 21, 26 and 27; thence running with the line between Lots 26 and 27, and excluding Lot 27 from the description herein, S. 71° 11' 30" W. 718.18 feet to the center of the access road; thence running with said road, N. 20° 29' 40" W. 172 feet to the southernmost corner of Lot 25; thence continuing with said road and the line of Lot 25, N. 23° 58' 00" W. 54.71 feet; thence N. 38° 28' 30" W. 64.77 feet; thence N. 69° 42' 10" W. 159.34 feet; thence N. 75° 34' 10" E. 398.70 feet to a point in the intersection of the access road, being the westernmost corner of Lot 25 and being in the southerly line of Lot 24; thence continuing and running with said road, S. 66° 53' 30" W. 164.97 feet; thence S. 45° 00' 20" W. 162.92 feet; thence leaving said road and running with the westernmost boundary of Lot 24 and the line of Section A, Catspaw Subdivision, N. 17° 10' 00" E. 932.46 feet to a point in the center of the road; thence continuing N. 17° 10' 00" E. 61.47 feet to the point of BEGINNING. Being Section B with the exception of Lot 27 of same, and consisting of 48.66 acres, as shown on a map or plat entitled "Section B, Catspaw Subdivision", Jackson County, North Carolina, mapped and platted by L. Stephen Foster, Land Surveyor, and bearing date of 9/15/83, and being recorded in the Office of the Register of Deeds for Jackson County, North Carolina, in Slide 380 Cabinet 3.

ARTICLE I

DEFINITIONS:

Section 1. The following words and terms, when used in this Declaration, or any Supplementary Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to CATSPA W PROPERTY OWNERS ASSOCIATION, a North Carolina non-profit corporation.

(b) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property". All "Common Properties" are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedule and operating rules adopted by the Association.

(d) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached single family dwelling shown upon any recorded final subdivision map of any part of the Properties with the exception of Common Properties as heretofore defined in paragraph (c) above. The lots may be subdivided as specified in the covenants and restrictions and herein, and any subdivided lot, upon its subdivision, shall be treated the same as a "lot". Once a lot is subdivided, it acquires all the features of a "lot".

(e) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, corporations, associations, or other legal entities, of the fee simple title to any lot. Notwithstanding any applicable theory of a mortgage or deed of trust, shall not mean or refer to those persons or corporations or other legal entities who have an interest in a lot, merely as a security for the performance of an obligation, nor shall the term "Owner" mean or refer to any lessee or tenant of an owner.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Section 1 of Article III hereof.

(g) "Catspaw" shall mean the developer, its successors or assigns.

ARTICLE II

Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located at or adjacent to Catspaw, Mountain Township, Jackson County, North Carolina, and is more particularly described in above in Exhibit A. All of the real property referred to in Exhibit A above shall be referred hereinafter as "Existing Property". Catspaw intends to develop the Existing Property in accordance with a Master Plan; however, Catspaw reserves the right to review and modify the Master Plan from time to time based on its continuing research and design program.

Subject to the right to modify the Master Plan, as herein stated, Catspaw will convey to the Association as provided in Article IV, all roadways and waterways within the existing property shown on Exhibit A.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership. Catspaw shall not be a member of the Catspaw Property Owners Association. Every lot shall carry with it one membership and vote toward the election of officers in Catspaw Property Owners Association. There shall be no classes of membership in the Association.

Section 2. Voting Rights. Each member shall have one vote. If there are co-owners of a lot, their total aggregate vote shall only be one vote per lot. Upon the subdivision of a lot, each subdivided lot shall carry with it a new membership, which membership shall become valid at the time of the recordation of the subdivision plat, and thereafter shall be paid by the new owner or subdividing owner, an initiation fee for the new membership before any voting rights accrue to the newly subdivided lot owner. Upon subdivision, the subsequent owner, following the original owner, shall, before improving or voting

for membership, pay initiation fees in the amount of \$100.00 and \$200.00 annual dues to Catspaw Property Owners Association, or such an amount as may be from time to time amended by the members of the Association.

Section 3. Proxy Voting. There may be voting by proxy. When one or more owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing and delivered to the Secretary of the Association before the vote is counted. If the co-owners disagree as to vote, the vote shall be split equally among the co-owners according to their respective interests.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations and By-Laws of the Association, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every lot.

Section 2. Title to Common Properties. Catspaw, the developer, may retain the legal title to the Common Properties, including roadways and waterways, until such time as it has sold all its undeveloped lands which comprise a part of the Existing Properties as described in Article II hereof, and any additions thereto. Catspaw may, however, at any time convey all or any part of the Common Properties to the Association. While legal title to such Common Properties is held by Catspaw, it shall have the right to borrow money for any of its corporate uses or for the purpose of improving the Common Properties and in aid of any such purposes to mortgage said properties without the consent or joinder of Catspaw Property Owners Association. The said Common Properties may be conveyed to the Association subject to all restrictive covenants and encumbrances of record.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of Catspaw to borrow money for any of its partnership uses or for the purpose of improving the common properties, and in aid thereof to mortgage said properties without the consent or joinder of the Association.

(b) The right of the Association, in accordance with its By-Laws and rules and regulations, to borrow money for the purpose of improving the Common Properties and roadways and in aid thereof to mortgage said properties.

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(d) The right of the Association to suspend the enjoyment of rights of any member or any tenant of any member for any period during which any payment of dues remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Association's By-Laws and rules and regulations, and such other rules and regulations as from time to time may be promulgated by the Association's Board of Directors, it being understood that any suspension for either non-payment of any dues or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the dues; and

(e) The right of Catspaw to reserve unto itself or to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties.

ARTICLE V

COVENANTS FOR MAINTENANCE DUES AND INITIATION FEE:Section 1. Creation of the Lien and Personal Obligation of Dues.

Each lot owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these Covenants and to pay to the Association: (1) Annual Dues; (2) Upon purchase of the property, initiation fees of \$100.00 as may be amended from time to time by the membership of Catspaw Property Owners Association. The annual dues shall be \$200.00 per year and this amount may be amended from time to time by the members of the Catspaw Property Owners Association. The original annual dues and the initiation fee shall be payable at the time of the delivery of the deed to the lot owner upon original purchase, subsequent transfer or subdivision of the lot. The annual dues and initial membership initiation fee, together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien upon the property upon which such dues or initiation fee is to be paid. Each such payment of dues and initiation fee, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the dues or initiation fee became due. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the dues or initiation fee.

Section 2. Purpose of Dues. The dues levied by the Association (whether or not the Common Property is then owned by the Association) shall be used exclusively for the improvement, maintenance and operation of the Common Properties, roads, rights of way, and easements, including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and generally to provide a fund for other services important to the development and preservation of Catspaw Community.

Section 3. Basis and Annual Dues. The membership of Catspaw Property Owners Association shall set the annual dues at its annual meeting, or by mail as arranged by the Board of Directors. The initial dues shall be \$200.00 per year. After January 1, 1988, the dues of \$200.00 per year may be adjusted by the membership of the Association, after consideration of the current maintenance costs and future needs of the Association by a "simple majority" of the membership of Catspaw Property Owners Association, who shall adjust the annual dues for any particular year to a "lesser amount." Such action shall not constitute a waiver by the Association of its right to revert to the full amount of dues for the remaining year or years of the then current period fixed as provided herein. Any adjustment of membership dues shall be made by a "simple majority of Catspaw Property Owners Association membership present, or voting by proxy, at a duly called meeting at which a "quorum" is present after written notice, which shall have been sent to all members at least thirty (30) days in advance stating the purpose of the meeting. A "quorum" constitutes sixty (60%) percent of the total vote of the membership in person or by proxy. If the required quorum is not present at a meeting first called in accordance with these requirements, it shall be adjourned and without further notice reconvene at the same time and place two weeks hence. At such reconvened meeting, fifty (50%) percent of the total vote of the membership present in person or by proxy shall constitute a quorum.

Section 4. Date of Commencement of Dues. The due date of annual dues shall be January 1st of each year. The dues shall be considered past due if not paid before February 1st of each year, and thereafter shall constitute a lien against the property in accordance with this Declaration. The Association shall issue a certificate in writing signed by an officer of the Association setting forth the payment of the annual dues, and it shall be conclusive evidence of payment.

Section 5. Effect of Non-Payment of Dues, Initiation Fee. The Personal Obligation of the Owner, the Lien; Remedies of Association.

If the dues are not paid within thirty-one (31) days from the date as specified in Section 4 above, together with the then such initiation fees, shall become delinquent and shall, together with interest thereon at the rate of twelve (12%) percent per annum from the due date, and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land against which such annual dues and initiation fee is made, whether in the hands of the then Owner, his or its heirs, assigns, or successors. Said lien shall be deemed a lien under the provisions of Chapter 44A, Article 2 of the North Carolina General Statutes and shall be perfected in accordance with the provisions thereof. The personal obligation of the Owner at the time when such dues' payment shall become due and such initiation fee shall become due, however, shall remain his or her personal obligation and shall not pass as a personal obligation to his/her successors in title unless expressly assumed by them.

If the payment of any amount owed to the Association as aforesaid is not paid within thirty-one (31) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or it may foreclose the lien against the property, and there shall be added to the amount of such annual dues or initiation fee the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the amount due as above provided and in addition thereto reasonable attorneys fees to be fixed by the Court together with the costs of the action.

Section 6. Subordination of the Lien to Mortgage. The lien of the annual dues and initiation fee provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to the annual dues and initiation fees; provided, however, that such subordination shall not apply to any mortgage or deed of trust placed upon the property subject to the annual dues and initiation fee after the annual dues and initiation fee have been reduced to judgment in a court of competent jurisdiction or after the filing of a lien under Chapter 44A of the North Carolina General Statutes as provided in Article

V, Section 5 of this Declaration.

Section 7. Exempt Property. Notwithstanding any other provisions of this Declaration the following property, individuals, partnerships, or corporations, subject to this Declaration shall be exempted from the payment of dues, initiation fees, charge and lien created herein:

- (a) The grantee in conveyance made for the purpose of granting utility easements;
- (b) All Common Properties as defined in Article I hereof;
- (c) All properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemptions;
- (d) All property owned by Catspaw Property Owners Association; however, the Association reserves the right to subject any of its property to the annual dues or initiation fee hereinabove provided for.

ARTICLE VI

ARCHITECTURAL CONTROL:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, walls, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon any Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until such plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by Catspaw or its duly appointed agents.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing. Notice to one or more co-owners of a lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the secretary of the Association in writing of any change in his address.

Section 3. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Catspaw, or the owner of any lands subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five years from the date of this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless three-fourths (3/4) of the vote of those present in person or by proxy at the annual meeting at which a quorum is present approves the change in the covenants and restrictions. The covenants may be amended at any time if "three-fourths" of the vote of those present in person or by proxy at a duly called meeting of the Association at which a "quorum" is present approves the change. Provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed change is sent to every lot owner, Catspaw, Catspaw Property Owners Association at least thirty (30) days in advance of any action taken.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any owner of Catspaw to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in nowise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

ARTICLE VIII

Catspaw, a partnership, the developer, hereby declares and covenants, and all other members of the Association by virtue of their ownership of property subject to this Declaration and their respective memberships in the Association, hereby agree that, except as otherwise provided in this Declaration, the Association shall be governed in accordance with its "By-Laws," the rules and regulations herein set out and such other By-Laws and rules and regulations promulgated and adopted by the Association's Board of Directors under the provisions of its charter and Chapter 55A of the General Statutes of North Carolina. Nothing herein shall be construed to permit the adoption of By-Laws or other rules and regulations which are contrary to or in conflict with the provisions of this Declaration, except in the manner herein provided.

IN TESTIMONY WHEREOF, CATSPAW, a partnership, has caused this instrument to be signed by its partners, this the 18 day of ~~August~~, JANUARY 1984

CATSPAW, a partnership
By: [Signature] (SEAL)
Partner
By: [Signature] (SEAL)
Partner
By: [Signature] (SEAL)
Partner

STATE OF Florida
COUNTY OF Dade

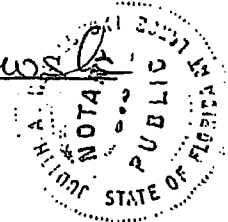
I, Judith A. Wasolowski, a Notary Public, do hereby certify that MALCOLM MacNEILL personally appeared before me this day and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 18th day of January, 1984.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 10, 1985

Judith A. Wasolowski
NOTARY PUBLIC



NORTH CAROLINA
JACKSON COUNTY

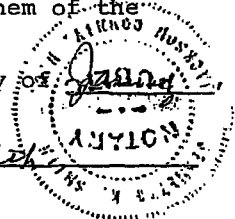
I, Jeanette K. Smith, a Notary Public, do hereby certify that KENT COWARD and ORVILLE D. COWARD, each personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 20th day of January, 1984.

My Commission Expires:

January 31, 1987

Jeanette K. Smith
NOTARY PUBLIC



NORTH CAROLINA
JACKSON COUNTY

The foregoing certificates of Judith A. Wasolowski and Jeanette K. Smith, Notaries Public, are certified to be correct. This instrument was presented for registration and recorded in this office in Book 573 at page .

Ⓟ This the 20th day of January, 1984, at 3:48 o'clock .M.

Edward B. Smith
REGISTER OF DEEDS