

27802

file: Murphy & Jordan, 776 PAGE 337

Drawn by: Donald A. Parker, Atty. P. O. Box 129, Benson, NC 27504

### DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That ATLEE ROLLINS JOHNSON, JR., AND WIFE, GLENDA N. JOHNSON, CHARLES RONALD JOHNSON AND WIFE, DEBRA JOHNSON, DOANE ROLAND JOHNSON AND WIFE, ELEANOR JOHNSON, BETTY W. BIDDELL AND HUSBAND, ALEC BIDELL, as owners of the tract here and after described do hereby wish to set out as declaration of restrictive covenants and do hereby agree and covenant with all persons, firms and corporations now owning or hereafter acquiring any property in tract described as follows:

BEGINNING at an existing iron pipe, being a corner for Lots 12 and 15 of the Johnson Place Subdivision, Phase I (Plat Book 42, Page 369) and the Southwest corner of the Herbert Glover Property (Deed Book 776, Page 22) and runs from the POINT OF BEGINNING as the Line of Herbert Glover South 80 degrees 05 minutes 49 seconds East 1214.31 feet to an iron pipe; thence as a farm path South 10 degrees 23 minutes 59 seconds West 495.00 feet to an iron stake; thence as the line of Earl McLamb North 78 degrees 31 minutes 56 seconds West 1180.57 feet to an iron stake, the Southeast corner of Lot 16; thence as Lots 16 and 15 North 06 degrees 12 minutes 27 seconds East 463.71 feet to the POINT OF BEGINNING, containing 13.157 acres.

Said tract is subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit:

1. **BUILDING UNIT:** A building unit shall consist of each lot specifically enumerated on a map of subdivision as said subdivision map is subsequently recorded. The owners of said lots shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased. No additional streets, roadways, or driveways, either public or private, shall be opened from or through any lot to serve any adjoining property, except by the developer, or with the written consent of the developers, their agents, successors or assigns.

2. **LAND USE AND BUILDING SITE:** No lot shall be used for anything except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.

3. **DWELLING SIZE:** No dwelling house shall be erected on said lots having less than 1800 square feet of heated living area. Any multi-level dwelling requires that the first floor have no less than 1500 square feet of heated living area.

4. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front

lot line than 35 feet. No building or structure shall be located nearer than 15 feet to an interior lot line. No building shall be located nearer than 25 feet from the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be construed to permit any portion of a building or building unit to encroach on another building lot.

5. **PROHIBITED STRUCTURES:** Mobile homes, shell homes, pre-cut homes, modular homes, pre-assembled and packaged homes, metal outbuildings and all other similar type buildings are expressly prohibited on any lot in the subdivision. No tents, shacks, barns or preconstructed outbuildings shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently without permission being given by the Architectural Control Committee. Outdoor storage buildings may be constructed as long as said buildings are in uniformity with residential dwelling on said lot with the exception that there be no outbuildings on water from lots. Any such building shall be built in the same manner and same quality of construction as the single family residence. No metal building shall be placed on any lot. Any dog or household pet pen shall be of a movable type and must be located on the back of the lot, with the exception being waterfront lots in which pet pens must not be visible from the water or the front of the lots.

6. **ARCHITECTURAL CONTROL:** No building shall be erected placed or altered on any lot until the construction plans, specifications, outside materials, and the plan showing location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall approve or disapprove such plans and designs in writing within thirty days after said plans are submitted to it. Any and all construction on a lot or on property in the Subdivision, except by the legal property owner, must be performed by a licensed builder or contractor who is on the approved list offered by the Architectural Control Committee.

7. **ARCHITECTURAL CONTROL COMMITTEE:** Membership of said Committee shall be composed of Atlee Rollins Johnson, Jr., Charles Ronald Johnson and Joan J. Johnson. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After all lots in all phases of subdivision have been sold, the then record owners of a majority of the lots shall have power through a duly recorded instrument to change the membership of the Committee.

8. **NUISANCES:** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No race cars, abandoned cars, trucks with more than two axles, mobile homes or trailers shall be placed or permitted to remain on a street or in front of or beside of any dwelling constructed on the property. Vehicles without a current license plate attached must be kept in an enclosed area so that the vehicle cannot be seen from the street. No motor vehicle may be

dismantled, or repaired, on said property and no motor vehicle machinery or junk car shall be allowed to remain on said property at any time. No vehicle shall remain parked on any lot for more than seven days which cannot move within its own power.

Golf carts, Go-Carts, Four (4)-Wheelers, Three (3)-Wheelers, or any unlicensed trail bike may not use the streets or public areas.

No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street except those vehicles delivering building materials to develop or improve the lots within the subdivision, or to carry furniture to any homeowner within the subdivision.

Parking is not permitted on the streets with the exception being for special occasions and for only a limited number of hours during the specific occasion.

9. **TEMPORARY STRUCTURES:** No structure of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

10. **PETS:** No animals, livestock, or poultry of any kind may be raised, kept or bred in any lot, except dogs, cats, or other house pets which are not dangerous, provided that they are not kept, bred, or maintained for commercial purposes.

11. **GROUNDS:** No living tree in excess of six inches in diameter measured at the ground located more than ten feet outside the approved building site shall be removed except with the written approval of the developers. Owners must keep the lot mowed and maintained regularly, including the area from the lot line to the edge of any paved street and clear of any unsightly objects.

12. **EASEMENTS:** Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and a further reservation of an easement five feet wide along each boundary of each lot.

13. **DRIVEWAYS:** Upon construction of a dwelling on any lot the property owner of said lot must construct an asphalt or concrete driveway connecting with the paved portion of the road upon which the lot fronts and running back away from the road for a minimum of 35 feet. Thereafter, the owner shall have the continuing obligation to maintain said driveway.

14. **SITE DISTANCES AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs site lines at the roadway shall be placed or permitted to remain on any corner lot with distances shown on the recorded plats for the site easements reserved on said plats.

15. **TERM:** These covenants shall run with the land and be binding upon all parties and persons claiming under then for a period of 30 years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded after the termination of these covenants signed by a majority of the owners of the lots affected by these covenants.

16. **ENFORCEMENT:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to

restrain violation or to recover damages.

17. UTILITIES: Developers reserve the right to subject the real property in this subdivision to a contract with CP & L or any utility provider for the installation of underground electric cables which may require an initial contribution and or the installation of street lighting, which may require a continuing monthly payment to the utility provider by the owner of each lot.

Outdoor lights other than decorative lights must be same as those placed in Subdivision by owners or developers.

18. LOT OWNERS: Lot owners are responsible for any damages to road shoulders, road ditches, etc. that occur during construction on that owner's lot.

19. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be, or become, an annoyance or nuisance to the neighborhood. No signs, may be erected on any lot except those used to advertise homes/and or lots for sale. These must be small standard real estate signs and not be unsightly. No store house, garage or other type business shall be constructed or located on said lands. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage pickup shall be by the Town of Benson. Property owners shall keep lots in a clean and sanitary condition.

20. FENCES/BOUNDARIES: All fences, walls, hedges, or mass plantings, which are utilized as boundaries, buffers, or property lines must be approved by the Architectural Control Committee in advance of any construction or planting. No chainlink fences shall be permitted with the exception being for a pet pen. It is requisite that each mailbox must be approved by the Architectural Control Committee before placement upon lot.

21. SATELLITE DISHES: No satellite dishes shall be permitted.

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

23. SEVERABILITY: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

24. DEFINITIONS:

Section 1. "Association" shall mean and refer to Johnston Place Subdivision Homeowners Association, Inc., 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, 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, together with all sewer and water lines serving and located on the properties outside of dedicated public easements or Town rights-of-way.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

**Section 6.** "Declarant" shall mean and refer to Johnson Place Subdivision, Inc., a North Carolina Corporation, its successors and assigns.

**Section 7.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

## **25. PROPERTY RIGHTS:**

**Section 1. Owners Easements of Enjoyment.** Every owner who has joined in to the amended protective covenants 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 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 leased by the Association for use by the Members.
- (b) the right of the Association to suspend the voting rights and right to 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 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 upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.
- (d) the right of the Association to limit the number of guests of members.
- (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (f) the right of the individual members to the exclusive use of parking spaces as provided in this Article.

**Section 2. Delegation of Use.** Any owner 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. Title to the Common Area.** The declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free

and clear of all encumbrances and liens, prior to the conveyance of the first lot in each phase, except utility and storm drainage easements.

**26. 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 one class of voting.

**27. COVENANT FOR MAINTENANCE ASSESSMENTS:**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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, cost 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**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, including the maintenance, repair and reconstruction of any storm water Impoundment Area situated on the Common Area required by the Town of Benson to comply with its erosion and sedimentation control ordinances, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance necessary to deep the Impoundment Area in compliance with all applicable ordinances and statutes relative to said erosion and sedimentation control and which in the judgment of the Association is desirable to keep the Impoundment Area neat in appearance; provided, however, this covenant to maintain said area as an Impoundment Area shall terminate at such time as maintenance and preservation of the Impoundment Area as a water impoundment area is no longer required by applicable local ordinances or state statutes, services and facilities devoted to this purpose and related to the exterior maintenance of the residences situated upon the lots within the Properties or for the use and enjoyment of the Common Area and Water Impoundment Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws and this DECLARATION, 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 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED & 00/100----- Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the recording of the amended restrictive covenants, the maximum annual assessment may be increased

effective January 1 of each year without a vote of membership by up to twelve percent (12%) of the previous year's maximum annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 3. (a) above by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as a incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

**Section 4. Special Assessments for Capital 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 upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property relate thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of 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 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 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. Provided, however, Lots owned by Declarant, which are not under a completed roof, may be a lesser amount as fixed by the Board of Directors of the Association. Provided further, in no event shall any owner be obligated to pay more than one-fourteenth (1/14) of any assessment for expenditures that inure to the benefit of the total properties.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots in each phase on the first day of the month following the conveyance of the Common Area for that phase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 assessment 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.

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 the prime interest rate at the time of the default, plus two (2%) 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 and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and AD VALOREM taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Responsibility for Maintenance of Private Driveways or Roadways. The maintenance responsibility of any private driveway or roadway shall rest with the Association.

28. ANNEXATION OF ADDITIONAL PROPERTIES:

Section 1. Annexation of additional property, shall require the assent of two-thirds (2/3) of the membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional land adjacent to the property subject to these Restrictions, such land may be annexed by the Declarant without the consent of the members.

29. INSURANCE AND RECONSTRUCTION:

Section 1. Insurance. The liability and and capital improvements shall be carried upon the common areas and any capital improvements.

(i) All improvements shall be insured by the Association in an amount equal to the full insurable replacement value thereof. Such coverage shall afford protection

against the following:

- (a) loss or damage by fire and other hazards covered by standard extended coverage endorsement; and
- (b) such other risks as from time-to-time customarily shall be covered with respect to buildings similar to the buildings covered in construction, location and use, including, but not limited to, vandalism malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine. The policy or policies providing such coverage (hereinafter called "Casualty Insurance") shall provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each Lot mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, Lot Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units or Lots, if any, and (b) that the insurer waives its rights of subrogation against or Lot Owners, Occupants and the Association. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association, as Trustee.
- (ii) Members of Board and members of the Association shall be insured by premise liability insurance paid by assessments or special assessments.
- (iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be a part of the Annual Assessment.
- (iv) Each Lot Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Lot and Casualty Insurance affording coverage upon his Lot and property inasmuch as the same will not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance and shall contain the same waiver of subrogation as that, referred to in sub-paragraph (I) above.

**Section 2. Responsibility for Reconstruction or Repair.** If any portion of the Common Areas or Lots shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the original plans of the Unit or Lot damaged or destroyed.

**Section 3. Procedure for Reconstruction or Repair.**

- (i) Immediately after a casualty causing damage to any portion of the Common Areas or Lots, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.
- (ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the

aforesaid fees and premiums, if any) one or more special assessments shall be made after 2/3 of an affirmative vote of the Members against all Lot Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.

(iii) The proceeds of the Casualty Insurance referred to in Subsection (I), Section 1 of this Article IX and the same deposited with the Insurance Trustee from collections of special assessments against Unit or Lot Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Common Areas, Units or Lots from time-to-time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair from which the fund is established, such balance shall be disbursed to the Association.

(iv) Each Lot Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (I), Section 1 of this Article IX.

**Section 4. Annual review of Policies.** All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed; provided however, the Board of Directors shall have satisfied these provisions, and shall not be liable to the members for failure to maintain sufficient coverage, if the amount of coverage maintained equals or exceeds the cost of replacement of all improvements as reflected on an annual appraisal made by an M.A.I. appraiser or by the insurance carrier, as selected by the board.

IN WITNESS WHEREOF, the undersigned by the Declarant herein, has hereunto set its hand and seal the \_\_\_\_\_ day of April, 1998.

This the 21st Day of Sept., 1998

Atlee Rollins Johnson, Jr. (SEAL)  
ATLEE ROLLINS JOHNSON, JR.

Glenda N. Johnson (SEAL)  
GLENDA N. JOHNSON

Charles Ronald Johnson (SEAL)  
CHARLES RONALD JOHNSON

Debra Johnson (SEAL)  
DEBRA JOHNSON

Doane Roland Johnson (SEAL)  
DOANE ROLAND JOHNSON

Eleanor Johnson (SEAL)  
ELEANOR JOHNSON

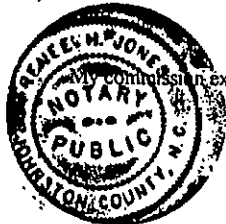
Betty W. Bidwell (SEAL)  
BETTY W. BIDDELL

Alex Bidwell (SEAL)  
ALEX BIDDELL

NORTH CAROLINA  
JOHNSTON COUNTY

I, Renee H. Jones, a Notary Public of the aforesaid County and State, do hereby certify that Atlee Rollins Johnson and wife, Glenda N. Johnson, each, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21st day of Sept, 1998.



My commission expires: 11-11-2001

Renee H. Jones  
Notary Public

NORTH CAROLINA

~~JOHNSTON~~ Alamance COUNTY

I, Amy Lynn Smith, a Notary Public of the aforesaid County and State, do hereby certify that Charles Ronald Johnson and wife, Debra Johnson, each, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 13<sup>th</sup> day of September, 1998.

Amy Lynn Smith  
Notary



My commission expires: 7-12-99

NORTH CAROLINA

~~JOHNSTON~~ Wake COUNTY

I, Wendy B. Johnson, a Notary Public of the aforesaid County and State, do hereby certify that Doane Roland Johnson and wife, Eleanor Johnson, each, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 4<sup>th</sup> day of Sept

Wendy B. Johnson  
Notary Public



My commission expires: Sept 5, 2003

NORTH CAROLINA

ORANGE  
JOHNSTON COUNTY

I, ANITA M. CHEATHAM, a Notary Public of the aforesaid County and State, do hereby certify that Betty W. Biddell and husband, Alex Biddell, each, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 31<sup>st</sup> day of AUGUST, 1998.

Anita M. Cheatham  
Notary Public

My commission expires: 9/22/02



State of North Carolina-Johnston County  
The foregoing certificate of Anita M. Cheatham  
W. Lynn Limbo  
W. Lynn Limbo Notary Public is (are) certified to be correct.  
This instrument was presented for registration and recorded  
in Book 1753 Page 339  
This October 9 19 98 at 2:35 PM  
Phyllis H. Wall By Cherry W. Jackson  
Register of Deeds Deputy Register of Deeds