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BOOK PAGE

Steve Deeb 1867 0761  
16 N. Fifth Ave  
Wilm, NC 28401

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
GATEWAY BUSINESS PARK

THIS DECLARATION, made this the 29th day of March, 1995 by Philip A. Van Campen and Pamela M. Van Campen (hereinafter referred to as "Declarant");

000066

W I T N E S E T H:

WHEREAS, Declarant is the owner of that certain real property located in New Hanover County, North Carolina, and being more particularly shown and described as Tracts 1, 2, 3A and Common Area/Retention Pond described on that certain map recorded in Map Book 34, Page 322, of the office of the Register of Deeds of New Hanover County (the "Map"), reference to which Map being hereby specifically made. (Tract 1 as shown on the above-referenced map consists of Tract 1 (Net) containing 3.78 acres; Access and Utility Easement Area for Future Dedication as a Public Street containing 1.82 acres, which area will be offered for public dedication and maintenance upon completion of the road and utilities within said area; and Future Development Area containing 0.62 acres, which area is held by Declarant for sale or development as a separate tract. Subsequent references to Tract 1 contained herein shall include the subdivision of Tract 1 as set forth above. Declarant reserves the right to subdivide and/or delineate Tract 1 and record subsequent maps of same as set forth herein); and

WHEREAS, a stormwater retention pond has been or will be constructed on the real property within the area shown on the Map as Common Area/Retention Pond as part of a stormwater runoff and retention system for Tracts 1, 2 and 3A and any additional properties annexed and made a part of this Declaration if and to the extent there is excess capacity to handle stormwater for such additional properties; and

WHEREAS, Declarant shall convey ownership of the Common Area/Retention Pond as described on the Map and responsibility for same to the Corporation defined hereinafter ; and

WHEREAS, Declarant, prior to selling and conveying Tracts 1, 2 and 3A, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges related to the maintenance, management, operation and service of the stormwater runoff and retention system, including specifically the stormwater retention pond for the benefit and complement of all of the lots in order to promote the best interests and protect the investments of Declarant and owners of the lots;

NOW, THEREFORE, Declarant hereby declares that the real property described and shown as Tracts 1, 2 3A and the Common Area/Retention Pond on the Map, together with any additional properties as may be by subsequent amendment added to and subjected

to this Declaration as hereinafter provided, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following restrictions. This Declaration and the restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE 1

DEFINITIONS

As used herein,

A. "Articles" means the Articles of Incorporation of Gateway Business Park Owners' Association, Inc.

B. "Bylaws" means the Bylaws of the Gateway Business Park Owners' Association, Inc.

C. "Common Area or Common Areas" means all easements owned by the corporation, and the real property described in the Map as "Common Area/Retention Pond", and the landscaping, the stormwater runoff and retention system, and any personal property located thereon and used in connection with the operation of the same.

D. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the Common Area and operating the Corporation for general purposes, including any reasonable reserve and specifically including expenses associated with maintenance of the stormwater pond and retention system, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.

E. "Corporation" means Gateway Business Park Owners' Association, Inc., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.

F. "Declarant" means Philip A. Van Campen and Pamela M. Van Campen, their heirs, successors and assigns.

G. "Lot(s)" means Tracts 1, 2 and 3A as shown on the Map, any lot created by a subdivision thereof, and any additional properties within the Subdivision which are annexed in accordance with Article 2 of this Declaration.

H. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other real property within the Subdivision.

I. "Subdivision" means those tracts of land described in the Map, said Map being recorded in Map Book 34, Page 322, of the New Hanover County Registry and also being referred to as Gateway Business Park, and any additional properties which are annexed into the Subdivision in accordance with Article 2 of this Declaration.

J. "Tract 1" means Tract 1 as shown on the above-referenced map, which consists of Tract 1 (Net) containing 3.78 acres, Access and Utility Easement Area for Future Dedication as a Public Street containing 1.82 acres, which area will be offered for public dedication and maintenance upon completion of the road and utilities within said area, and Future Development Area containing 0.62 acres, which area is held by Declarant for sale or development as a separate tract. Subsequent references to Tract 1 contained herein shall include the subdivision of Tract 1 as set forth above. Declarant reserves the right to subdivide and/or delineate Tract 1 and record subsequent maps of same as set forth herein.

ARTICLE 2

APPLICABILITY

This Declaration shall apply to all of that property shown and described in the Map of the New Hanover County Registry and to all those Lots or sections which are or shall be created from those tracts annexed to and made subject to this Declaration upon compliance with this Article 2.

The Declarant at their sole expense shall have the right to annex additional properties as described in that deed recorded in Book 1612, Page 260 of the New Hanover County Registry, and subject the same to this Declaration if and only if: (1) it is demonstrated that the stormwater runoff and retention system, including the retention pond, located within the Common Area has sufficient capacity to handle the existing Lots and the properties proposed to be added, and (2) all necessary governmental approvals, permits and licenses are obtained. The determination of whether excess capacity exists shall be determined by a licensed engineer employed by the Owners' Association for that purpose. Upon annexation of such additional properties as aforesaid, each Lot thereby made subject to this Declaration shall have the same rights, easements and obligations hereunder as exist with respect to Lots subject hereto prior to such annexation.

ARTICLE 3

CORPORATION

A. A Corporation named Gateway Business Park Owners' Association, Inc. has been formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the

General Statutes of North Carolina as an association of the Owners of Lots. Its sole purposes are to own, manage, maintain, and operate the Common Area, and the stormwater runoff and retention system (including specifically the landscaping and the stormwater pond) located upon the Common Area; to enforce the restrictions contained herein with respect to the same; and to make and enforce reasonable rules and regulations governing the same.

B. Each Owner of each Lot shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree as follows:

1. That for so long as each is an Owner of a Lot, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;

2. That each shall be subject to the reasonable rules and regulations of the Corporation with regard to ownership, maintenance, management and operation of the Common Areas, including the stormwater runoff and retention system, the retention pond and landscaping;

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with this Declaration, the Articles or the Bylaws shall be a lien upon the Lot or land upon which such assessment was levied, and shall be the obligation of the Owner of the Lot or other real property at the time the assessment fell due.

C. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot or other real property owned within the Subdivision which may not be separated from ownership of said Lot or other real property owned within the Subdivision.

D. The Corporation shall have one class of members who shall be Owners of Lots, or a subdivided lot thereof, or other real property within the Subdivision. Each member shall be entitled to one vote for each Lot owned. Such voting rights shall start on the same date in which an Owner is first required to pay assessments as hereinafter provided.

#### ARTICLE 4

##### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Corporation shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Articles and the Bylaws of the Corporation, but may be delegated or contracted

to managers or management services.

ARTICLE 5

COMMON EXPENSES

The Common Expenses of the Subdivision include:

A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Common Areas (including the stormwater retention pond and surrounding landscaping) and the stormwater runoff and retention system, all amounts expended by the Corporation in insuring the Common Areas, all amounts expended by the Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by this Declaration; and all amounts expended in any form by the Corporation in enforcing this Declaration, the Articles or the Bylaws.

B. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by this Declaration, the Articles or the Bylaws.

C. All amounts declared to be Common Expenses in the Bylaws or in this Declaration.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Areas in the Subdivision.

ARTICLE 6

ANNUAL GENERAL ASSESSMENT

A. The Declarant for each Lot or other real property owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agree to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the obligation of the person who was the owner of the Lot or other real property at the time when the assessment fell due. The obligation for delinquent assessments shall not pass to a successor in title to a Lot or other real property unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien

upon such Lot or other real property.

B. The assessment shall be fixed by the Board of Directors in an amount sufficient to cover the anticipated Common Expenses. The amount of annual general assessments shall be the same for each Lot. Within 30 days of the establishment of the annual general assessment, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable within 30 days or as otherwise provided by the Board of Directors. The number of Directors on the Board shall be the same as the number of Lots subject hereto from time to time and each Lot shall be represented by a Director; provided, however, that this provision shall take effect January 1, 1996 and prior to such date Declarant shall have the exclusive right to elect all Directors.

C. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain, insure and repair the Common Areas, the stormwater runoff and retention system, to pay the Common Expenses of the Corporation, to pay the cost of any insurance the Corporation determines to purchase and to promote the safety and welfare of the members and to pay taxes levied upon the Common Areas.

D. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as to the status of assessments as of the date of its issuance.

E. The lien of the assessments provided for herein shall be subordinate to the lien on 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 foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which become 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.

F. Notwithstanding anything in this Declaration to the contrary, the first month for which Owners of Tracts 1 and 3A shall be responsible to pay any assessments, general or special, shall be January, 1996 and in that regard, it shall be the obligation of the Declarant to construct the subject retention pond and to perform all landscaping required by applicable rules and regulations in order for the Lots to utilize such retention pond and to fund all Common Expenses of the Corporation until such time.

ARTICLE 7

SPECIAL ASSESSMENTS

Special assessments may be levied against Lots or other real property for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. The members of the Corporation may levy and impose special assessments upon majority vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Special assessments shall be the same amount for each Lot, except that special assessments may be assessed against specific Lots or property provided the cause or event necessitating such special assessment is directly related to or results from such specific Lots or property. In the event an Owner fails to comply with the provisions of Article 11 hereof, the Corporation, through its Board of Directors, may perform such task or remedy such matter and may levy the cost of such performance against the Owner and the Owner's property as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the maximum rate allowed by law, costs of collection, court costs, and reasonable attorneys fees shall constitute a lien against the Lot upon which such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of New Hanover County or file a suit to collect such delinquent assessments and charges. The Corporation may file notice of Lis Pendens, bring an action at law against the Owner obligated to pay the same and/or bring an action to foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE 9

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES  
AND THE BYLAWS OF THE CORPORATION

In the case of failure of an Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Corporation, the following relief shall be available:

A. The Declarant, its successors and assigns, the Corporation, an aggrieved Owner or Owners within the Subdivision on behalf of the Corporation, or any Owner on behalf of all the Owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Owner as a special assessment.

C. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights for any period during which an assessment against the Lot or property remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

E. The failure of the Corporation or any person to enforce any restriction contained in this Declaration, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

ARTICLE 10

PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS,  
AND EXCEPTIONS AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot or other real property within the Subdivision, as an appurtenance to such property, shall have a perpetual easement over and upon the Common Areas within the Subdivision for each and every purpose or use to which such Common Areas were intended as determined by their type, or for which such Common Areas generally are used and a perpetual easement over, upon and through the stormwater runoff and retention system within the Subdivision for each and every purpose or use to which the stormwater runoff and retention system are intended to be used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Corporation shall have the right to suspend the voting rights of an Owner for any period during which any due assessment against such Owner's property remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty

(60) days of any infraction of its published Rules and Regulations.

B. The Corporation or Declarant hereinafter may grant easements for utility and other proper purposes for the benefit of the Subdivision and the property now or hereafter located thereon, over, under, along and through the Common Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Easements for the installation and maintenance of utilities and drainage facilities are reserved to DECLARANT in those areas titled "10' Non Municipal Easement" and "Private Drainage Easement" all as shown and designated in the Map.

D. Declarant reserves the right to subdivide and/or delineate Tract 1 as hereinabove described and to record maps of the same.

ARTICLE 11

RESTRICTIONS ON USE

Use of the Subdivision property and all improvements thereon shall be restricted exclusively to the building, maintenance and operation of commercial facilities. Without limiting the generality of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Subdivision and all parcels or Lots therein:

A. Stated-Mandated Stormwater Provisions: All Lots are subject to the State of North Carolina rules and regulations concerning stormwater runoff as these rules and regulations are amended from time to time, including the total permitted square feet of built upon area, including impervious surfaces such as foundation; structures; pavement, concrete, driveways; including that portion of the driveway located within a street right-of-way, which runs from the property line to the road pavement; and walkways or patios of brick, stone or slate, and gravel, marl or stone covered areas, not including wood decking or the water surface of swimming pools. All drainage swails or drainage patterns used to treat stormwater run off as required by the State of North Carolina may not be filled in, piped or changed without the consent of the Declarant, its designee, the Corporation or the State and shall be maintained as set forth hereinbelow. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater run off regulations as the same may be amended from time to time. This paragraph cannot be changed or deleted without the consent of the State of North Carolina.

B. Maintenance of Stormwater Runoff and Retention System. The Corporation shall be responsible for seeing that the

stormwater runoff and retention system is properly maintained and that the stormwater retention pond is kept reasonably free of stagnant water, noxious or offensive odors. The stormwater runoff and retention system application and permit is issued in the name of Declarant and shall be assigned by Declarant to the Corporation, and the Corporation and members shall accept and shall further abide by the terms and conditions of said permit.

C. Landscaping. The Corporation shall have the responsibility to see that the Common Area is seeded and that all shrubs, trees, grass and plantings of every kind within the Common Areas are kept neatly trimmed or mowed (to a height not to exceed four (4) inches), properly cultivated and free of trash and other unsightly material.

D. Maintenance of Easements: The Declarant shall have no responsibility for maintaining drainage or utility easements in connection with any Lots sold. All maintenance shall be the responsibility of the purchaser of a Lot, his heirs, successors and assigns, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement areas. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All maintenance required hereunder shall also include that area from the Lot line to paved streets and any easements that traverse any portion of the Lot. The general grading, slope and drainage plan of a Lot may not be altered without the express written approval of the City of Wilmington and other appropriate agencies having authority to grant such approval.

E. Disclaimer and Standard of Liability. The Common Areas are intended to be used for the sole purpose of stormwater runoff and retention. Neither the Declarant nor the Corporation assumes any responsibility for the method, manner or means by which any Owner or any other person (including without limitation, any agents, employees, independent contractors, guests, invitees, licensees, tenants, contract purchasers or others acting through any Owner) shall use the stormwater retention pond located within the Common Area for any purpose other than for stormwater water runoff and retention.

#### ARTICLE 13

##### AMENITIES AND FACILITIES

Every amenity appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots or property within the Subdivision. Neither

Declarant's execution nor the recording of any plat nor any other act of Declarant with respect to such areas is, or is intended to be, or shall be constructed as a dedication to the public of such areas, facilities or amenities. It is the intention that the roadway shown on the plat of the Subdivision shall be dedicated for use as a public street.

ARTICLE 14

WAIVER

No provision contained in this Declaration, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 15

VARIANCES

The Declarant and the Board of Directors of the Corporation in its discretion may allow reasonable variances and adjustments of these restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various persons with each such Owner having an easement as expressly set forth herein upon areas owned by the Corporation.

ARTICLE 16

DURATION, AMENDMENT AND TERMINATION

A. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by Owners owning not less than two-thirds (66 2/3%) of the Lots within the Subdivision; provided, that no amendment shall alter, amend, diminish or terminate the easements herein provided to the Lots, alter any obligation to pay Common Expenses to benefit the Common Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

B. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 17

CAPTIONS

The captions preceding the various Articles of this Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 18

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

In the event there is any conflict between any of the provisions of this Declaration and any of the provisions of the Articles or the Bylaws, the provisions of this Declaration shall control.

IN TESTIMONY WHEREOF, Philip A. Van Campen and Pamela M. Van Campen have caused this instrument to be executed this the 29th day of March, 1995.

Philip A. Van Campen (SEAL)  
Philip A. Van Campen

Pamela M. Van Campen (SEAL)  
Pamela M. Van Campen

BOOK PAGE  
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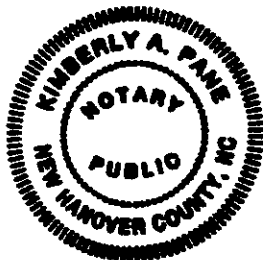
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Kimberly A. Paine, a Notary Public in and for the State and County aforesaid, do certify that Philip A. Van Campen and Pamela M. Van Campen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 30<sup>th</sup> day of March, 1995.

Kimberly A. Paine  
Notary Public

My Commission Expires:  
3-17-98



JOINDER AND CONSENT OF TRUSTEE AND BENEFICIARY

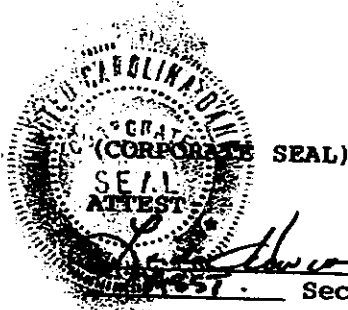
Jerry L. Wilkins, Trustee, and United Carolina Bank, Beneficiary, a North Carolina banking corporation, join in the execution of this Declaration of Restrictions for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right title and interest in the property known as Gateway Business Park and shown on map of said property recorded in Map Book 34, at Page 322 of the New Hanover County Registry, that they have, or either of them has, or may have, by virtue of that deed of trust recorded in Book 1612, at Page 269, and re-recorded in Book 1643, at Page 230, in the office of the Register of Deeds of New Hanover County to said Declaration, and every provision thereof, and to the jurisdiction of Gateway Business Park Owners' Association as the same may be amended from time to time.

IN WITNESS WHEREOF, Jerry L. Wilkins, Trustee, has hereunto set his hand and seal, and United Carolina Bank has caused this Joinder and Consent to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed all by authority of its Board of Directors all on this the 29th day of March, 1995.

Jerry L. Wilkins (SEAL)  
Jerry L. Wilkins, Trustee

UNITED CAROLINA BANK

By: David K. Cantley  
Asst Vice. President



[Signature]  
Secretary

RECORDED AND VERIFIED  
BY GUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC  
'95 MAR 30 PM 1 09

NORTH CAROLINA  
NEW HANOVER COUNTY

I, Teena S. George, a Notary Public in and for the State and County aforesaid, do certify that Jerry L. Wilkins, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Release.

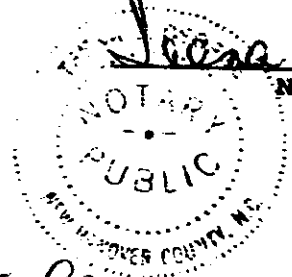
WITNESS my hand and official seal this 29th day of March, 1995.

Teena S. George  
Notary Public

My commission expires:  
5-5-97

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

RECORD OF POOR QUALITY DUE TO  
CONDITION OF ORIGINAL DOCUMENT  
G.S. 161-14



I, Teena S. George, a Notary Public of the State and County aforesaid, certify that Linda Howell personally came before me this day and acknowledged that he/she is assistant secretary of United Carolina Bank, a North Carolina banking corporation with an office in New Hanover County, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its vice president, sealed with its corporate seal, and attested by him/herself as its assistant secretary.

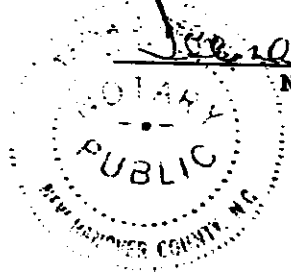
WITNESS my hand and notarial stamp or seal, this the 29th day of March, 1995.

Teena S. George  
Notary Public

My Commission Expires:  
5-5-97

NORTH CAROLINA  
NEW HANOVER COUNTY

RECORD OF POOR QUALITY DUE TO  
CONDITION OF ORIGINAL DOCUMENT  
G.S. 161-14



The foregoing certificates of Kimberly A. Pane and Teena S. George, Notaries Public, are certified to be correct.

This 30 day of March, 1995.

MARY SUE OOTS \_\_\_\_\_ REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY: Jana A. Freeman