

NORTH CAROLINA

VANCE COUNTY

RESTRICTIVE COVENANTS FOR DABNEY ESTATES ASSOCIATES

CORNELIUS F. CATHCART, WILLIAM A. MURPHY, JAMES E. KENNEY, J. HENRY BANKS and MOUHAMMAD FAROUK SOUKKAR, doing business and trading as DABNEY ESTATES ASSOCIATES, a North Carolina partnership with its principal office and place of business at Henderson, Vance County, North Carolina, is the owner of the lots or parcels of land situated in Dabney Township, Vance County, North Carolina, and more particularly described as follows:

BEGIN at an existing iron pin on the eastern edge of the right of way for State Road 1326, corner of Polly Burroughs, Mary Helen Grant, William Burroughs, Gary Burroughs, and Stephen Burroughs, and William B. Granger, Jr., said iron pin being located 1.2 miles South of the intersection of State Road 1326 and State Road 1306 and being further located 38.52 feet from an rr spike in the center of State Road 1326; run thence along the line of William B. Granger South 83° 58' 21" East 2441.59 feet to an existing iron pin; thence continuing South 83° 58' 21" East 299.86 feet to an existing iron pin; thence along the line of Continental Can Company South 5° 37' 59" West 1511.71 feet to an existing iron pin; thence along the line of Vernon Mitchell North 84° 38' 04" West 1208.89 feet to a 36-inch white oak; thence continuing through said oak North 82° 35' 48" West 2690.35 feet to a new iron pin in the center of the old road; thence up the center of said road North 53° 56' 25" East 297.25 feet to an iron pin, North 52° 10' 30" East 132.53 feet to a new iron pin, North 59° 58' 07" East 119.64 feet to an iron pin, North 44° 53' 22" East 226.65 feet to a rr spike, North 46° 01' 34" East 89.79 feet to a pk nail, North 40° 39' 53" East 89.97 feet to a pk nail, North 34° 53' 10" East 88.15 feet to a pk nail, North 32° 28' 12" East 361.22 feet to a pk nail, North 33° 25' 44" East 131.91 feet to pk nail, North 35° 39' 30" East 86.02 feet to a pk nail, North 40° 02' 16" East 109.9 feet to a pk nail, North 45° 21' 24" East 120.25 feet to a rr spike; thence South 83° 58' 21" East 38.52 feet to the place of beginning. The same being more specifically shown on plat of property of Myrtle Brame Estate, Henderson Township, Vance County, N. C., prepared by by Cawthorpe & Bobbitt, Surveyors, dated November 19, 1982 and recorded in Vance County Registry, Plat Book U, at page 213.

That from the above-described Tract, Lots 1 - 12 as recorded in plat Book U, page 455, of the Vance County Register of Deeds, only are included in the hereinafter imposed Restrictive Covenants.

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSON, N. C. 27536

For the purposes of creating and maintaining a quiet, restful and desirable development in which the improvements situated therein are generally consistent in design and motiff, one with the other, and for the protection of

the landowners who buy or build houses in said above-described development, DABNEY ESTATES ASSOCIATES, does hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in said above-described development, that all the lands or lots therein are subject to the following conditions, covenants, and restrictions as to the use thereof, by whomever owned, to-wit:

1. No house and/or garage shall be located, built or maintained on any lot of the above-described land unless such house and/or garage shall have an exterior style or design commonly known as Traditional, Contemporary, Colonial or Early American. No house and/or garage shall be located, built or maintained on any lot until the plans and specifications for such house and/or garage shall have been submitted to and approved by DABNEY ESTATES ASSOCIATES or its successors, assigns or duly authorized agent. DABNEY ESTATES ASSOCIATES or its successors, assigns or duly authorized agent shall approve in writing the exterior design of said proposed structure, the location of the structure upon the lot, and the minimum square footage as set forth in paragraph 4 herein; and such written approval shall not be unreasonably withheld.

2. No lot shall be sold, nor dwelling built thereupon, in which the land area of said lot contains less than one (1) acre.

3. No building unit shall be used except for residential purposes. No structure shall be erected or allowed to remain on any lot except one detached single family dwelling not exceeding two and one-half stories in height, which may be used and occupied as a residence for a single family, together with an apartment to be occupied by members of the same family or domestic servants. There may also be located upon said lot a private garage which may include quarters for servants or the occupants of the dwelling or for storage facilities.

4. No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one-story open porches and

garages, of less than 1,800 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story with total square footage of heated space to be no less than 1,800 square feet.

5. No building shall be located on any lot nearer than 100 feet from the right of way line of any road, or nearer than 50 feet from a side lot line. For the purposes of these covenants, the eaves, steps, open porches and closed garages attached to the house shall be a part of the building and are not allowed within the above described distances; but paved or unpaved drive-ways shall not be considered a part of the building and therefore the distance limits would not apply to said drive-ways.

6. No structure of a temporary character such as a trailer, tent basement, shack, garage, barn or other building shall be used or occupied on any building unit at any time as living quarters either temporarily or permanently. No mobile home shall be allowed, whether attached to the real property or not.

7. No open carport, which has an opening facing the front of the house or the front of the street, shall be built or maintained on any of the lots described in the property covered by these covenants. This is to say: all carports walls shall be closed on the front street side and any entrance thereto shall either face a side lot line or a rear lot line. Enclosed garages with openings facing the front of the house or the front street shall be allowed if garage doors are provided for said openings.

8. No storage house, doghouse, animal pen or outbuilding shall be located, built or maintained on any lot without the prior written approval of DABNEY ESTATES ASSOCIATES, or its successors, assigns or agent. Such written approval include approval of both the exterior design of any such structure as well as the location of the structure upon the lot; however, approval shall not be unreasonably withheld.

9. No lot shall be used or maintained as a dumping ground for

BOOK 597 PAGE 4

rubbish, and no junk automobile shall be allowed upon said property. Trash, garbage, or other waste shall not be kept except in sanitary containers.

10. No form of waste from any sewer, septic tank, drainage from utility appliances, nor any other form of harmful waste products shall be allowed to drain from any lot into any creeks, streams, ponds on DABNEY ESTATES.

11. No animals livestock or poultry, except household pets held for non-commercial purposes, shall be raised, bred or kept on any lot.

These conditions, restrictions and covenants shall run with the land hereinabove described and are binding on the parties hereto and any persons claiming under them.

If any owner of the lands hereinabove described shall violate or attempt to violate any of these conditions, restrictions or covenants contained herein, it shall be lawful for any owner of a part of the property herein described to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, restrictions or conditions and either prevent him from doing so or recover damages for the violation.

The invalidation of any one of these covenants, restrictions, or conditions by judgment of any court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals this the 18th day of June, 1985.

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSON, N. C. 27536

<u>Cornelius F. Cathcart</u> (SEAL)	<u>Mouhammad Farouk Soukhar</u> (SEAL)
CORNELIUS F. CATHCART	MOUHAMMAD FAROUK SOUKHAR
<u>James E. Kenney</u> (SEAL)	<u>J. Henry Banks</u> (SEAL)
JAMES E. KENNEY	J. HENRY BANKS
<u>William A. Murphy</u> (SEAL)	(SEAL)
WILLIAM A. MURPHY	

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NORTH CAROLINA

VANCE COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS
FOR DABNEY ESTATES ASSOCIATES

DABNEY ESTATES ASSOCIATES, a North Carolina Partnership with its principal office and place of business in Henderson, Vance County, North Carolina and JAMES E. KENNEY and wife, CONNIE J. KENNEY, Vance County, North Carolina are owners of lots or parcels of land situated in Dabney Township, Vance County, North Carolina, and more particularly described as follows:

BEGIN at an existing iron pin on the eastern edge of the right of way for State Road 1326, corner of Polly Burroughs, Mary Helen Grant, William Burroughs, Gary Burroughs, and Stephan Burroughs, and William B. Granger, Jr., said iron pin being located 1.2 miles South of the intersection of State Road 1326 and State Road 1308 and being further located 38.52 feet from an rr spike in the center of State Road 1326; run thence along the line of William B. Granger South 83° 58' 21" East 2441.59 feet to an existing iron pin; thence continuing South 83° 58' 21" East 299.86 feet to an existing iron pin; thence along the line of Continental Can Company South 5° 37' 59" West 1511.71 feet to an existing iron pin; thence along the line of Vernon Mitchell North 84° 38' 04" West 1208.89 feet to a 36-inch white oak; thence continuing through said oak North 82° 35' 48" West 2690.35 feet to a new iron pin in the center of the old road; thence up the center of said road North 53° 56' 25" East 297.25 feet to an iron pin, North 52° 10' 30" East 132.53 feet to a new iron pin, North 59° 58' 07" East 119.64 feet to an iron pin, North 44° 53' 22" East 226.65 feet to a rr spike, North 46° 01' 34" East 89.79 feet to a pk nail, North 40° 39' 53" East 89.97 feet to a pk nail, North 34° 53' 10" East 88.15 feet to a pk nail, North 32° 28' 12" East 361.22 feet to a pk nail, North 33° 25' 44" East 131.91 feet to a pk nail, North 35° 39' 30" East 86.02 feet to a pk nail, North 40° 02' 16" East 109.9 feet to a pk nail, North 45° 21' 24" East 120.25 feet to a rr spike; thence South 83° 58' 21" East 38.52 feet to the place of beginning. The same being more specifically shown on plat of property of Myrtle Brane Estate, Henderson Township, Vance County, N. C., prepared by Cawthorne & Bobbitt, Surveyors, dated November 19, 1982 and recorded in Vance County Registry, Plat Book U, at page 213.

That from the above described Tract, Lots 1-12 as recorded in Plat Book U, page 455, of the Vance County Register of Deeds, only are included in the hereinafter imposed Restrictive Covenants.

THAT WHEREAS CORNELIUS F. CATHCART, WILLIAM A. MURPHY, JAMES E.

KENNEY, J. HENRY BANKS and MOHAMMAD FAROUK SOUKKAR, doing business and trading as DABNEY ESTATES ASSOCIATES, a North Carolina partnership with its principle office and place of business at Henderson, Vance County, North

Carolina executed certain restrictive covenants touching and concerning that certain parcel of land described hereinabove; said restrictive covenants are recorded at Book 597, Page 1 of the Vance County Registry.

WHEREAS by deed dated June 24, 1985 and recorded at Book 597, Page 166, CORNELIUS F. CATHCART and wife, M. FAY CATHCART of Vance County, North Carolina, WILLIAM A. MURPHY and wife, GLENNETTE C. MURPHY, of Vance County, North Carolina; FRANK W. BALLANCE, JR. and wife, BERNADINE S. BALLANCE of Warren County, North Carolina; J. HENRY BANKS and wife, PATRICIA C. BANKS of Vance County, North Carolina; and MOUHAMMAD FAROUK SOUKKAR, and FATIMA BADAWI of Vance County, North Carolina, D/B/A DABNEY ESTATES ASSOCIATES and WILLIE S. DARBY, Trustee, conveyed a certain lot known as Lot 10 of Dabney Estates, Section I, as shown on the map of Cawthorne and Associates, RLS, dated June 14, 1984, to JAMES E. KENNEY and wife, CONNIE J. KENNEY of Vance County, North Carolina.

WHEREAS, the Restrictive Covenants for DABNEY ESTATES ASSOCIATES recorded in Book 597, Page 1 of the Vance County Registry at Covenant 5 require that no building shall be located on any lot nearer than 100 feet from the right of way line of any road, or nearer than 50 feet from a side lot line; and whereas the survey of Cawthorne and Associates, RLS dated June 14, 1984, establishes a setback of 30 feet from the edge of the 30 foot right of way for State Road 1326 for those five lots fronting State Road 1326 and 60 feet from the edge of the right of way for the remaining lots in Section I which front the Private Road constructed by DABNEY ESTATES ASSOCIATES.

WHEREAS, the parties hereto desire to alleviate the discrepancy;

NOW THEREFORE, said parties for the purpose of alleviating the discrepancy concerning the setback for the lots in the DABNEY ESTATES ASSOCIATES SUBDIVISION as well as creating and maintaining a quiet, restful and desirable development in which the improvements situated therein are generally consistent in design and motif, one with the other, and for the protection of the landowners who buy or build houses in said above-described

J. HENRY BANKS
ATTORNEYS AT LAW
HENDERSON, N. C. 27536

BOOK 613 PAGE 732

development, DABNEY ESTATES ASSOCIATES, and JAMES M. KENNEY and wife, CONNIE S. KENNEY as grantees of a lot from DABNEY ESTATES ASSOCIATES do hereby amend Covenant 5 of the Restrictive Covenants for DABNEY ESTATES ASSOCIATES as recorded at Book 597, Page of the Vance County Registry as follows:

5. No building shall be located on any lot nearer than 90 feet from the center line of any road, or near than 50 feet from a side lot line. For the purposes of these covenants, the eaves, steps, open porches and closed garages attached to the house shall be a part of the building and are not allowed within the above described distances; but paved or unpaved driveways shall not be considered a part of the building and therefore the distance limits would not apply to said driveways.

Except to the extent that they are inconsistent with this Amendment the Restrictive Covenants recorded in Book 597, Page 1 of the Vance County Registry shall remain in full force and effect and the same are incorporated herein by reference and together with this amendment shall run with the land hereinabove described and are binding on the parties hereto and any persons claiming under them.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals this the 24th day of October, 1986.

DABNEY ESTATES ASSOCIATES, A
North Carolina Partnership

BY: Cornelius F. Carthcart
CORNELIUS F. CARTH CART, Partner

BY: James E. Kenney
JAMES E. KENNEY, Partner

BY: William A. Murphy
WILLIAM A. MURPHY, Partner

BY: Muhammad Farouk Soliman
MOHAMMAD FAROUK SOLIMAN, Partner

BY: J. Henry Banks
J. HENRY BANKS, Partner

James E. Kenney
JAMES E. KENNEY

Connie S. Kenney
CONNIE S. KENNEY

STATE OF NORTH CAROLINA
WARREN COUNTY

I, DOLLIE A. BURWELL, a Notary Public of said County and State do hereby certify that JAMES E. KENNEY and wife, CONNIE J. KENNEY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of October, 1986



Dollie A. Burwell
NOTARY PUBLIC

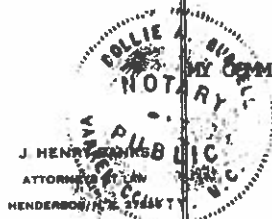
MY COMMISSION EXPIRES: 10/20/89

STATE OF NORTH CAROLINA
WARREN COUNTY

I, DOLLIE A. BURWELL, a Notary Public of said County and State do hereby certify that CORNELIUS F. CATHCART, JAMES E. KENNEY, WILLIAM A. MURPHY, MOHAMMAD FAROUK SOUKKAR, and J. HENRY BANKS, personally appeared before me this day and acknowledged that they are partners in DABNEY ESTATES ASSOCIATES, a North Carolina Partnership and that they have this day acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 24 day of October, 1986.

Dollie A. Burwell
NOTARY PUBLIC



MY COMMISSION EXPIRES: 10/20/89

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSONVILLE, N.C.

BK1048 86394

VANCE COUNTY, N.C.
FILED FOR RECORD

2004 JUN -2 AM 11:27

STATE OF NORTH CAROLINA

03653

CYNTHIA S. ADEOTT
REGISTER OF DEEDS

COUNTY OF VANCE

RELEASE

THIS RELEASE made and entered into this 9th day of July, 2003 by and between WILLOW CREEK RUN DEVELOPERS, a North Carolina General Partnership; TIMOTHY J. HEDRICK and wife, TERRI H. HEDRICK; LOUIS E. LEMAY; JAMES F. CRAYTON and wife, BRENDA M. CRAYTON; SAMANTHA J. WILLIAMS; ~~ARTHUR REED and wife, YVONNE REED~~; JOYCE A. LEWIS, EURIE L. WILLIAMS and wife, HELEN C. WILLIAMS; ELNORA DAVIS; and CHARLES E. GREEN and wife, CHESTINE B. GREEN.

WITNESSETH:

WHEREAS, Willow Creek Run Developers caused a certain survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as revised January 16, 1995 [sic] to be recorded in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County; and

WHEREAS, said plat divides certain properties of Willow Creek Run Developers into lots, to wit: Lots 17 through 22, Lots 28 through 40 and a tract containing 13.92 acres designated "Common Area;"

WHEREAS, thereafter Willow Creek Run Developers conveyed certain of said lots to Grantees such that the present ownership of Willow Creek Run Subdivision, Section Three as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County is as follows:

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

LOT #	OWNER
Lot 17	Timothy J. Hedrick and wife, Terri H. Hedrick
Lot 18	Louis E. Lemay
Lot 20	James F. Crayton and wife, Brenda M. Crayton
Lot 21	Samantha J. Williams
Lot 22	Artis Reed and wife, Yvonne Reed
Lot 28	Joyce A. Lewis; Eurie L. Williams and wife, Helen C. Williams
Lot 31	Elnora Davis
Lot 37	Charles E. Green and wife, Chestine B. Green
Lots 19, 29, 30, 32 through 36 and 38 through 40	Willow Creek Run Developers
13.92 acres "Common Area"	Willow Creek Run Developers

WHEREAS, Willow Creek Run Developers desires to convey the tract containing 13.92 acres designated as "Common Area" as a building lot and to release said 13.92 acres from use as a "Common Area" which may have been imposed on said tract by the recording of the plat in Plat Book "V," Page 542, Vance County Registry; and

WHEREAS, the undersigned are the owners of all lots and/or tracts of land as depicted on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as revised January 16, 1995 [sic] as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County; and

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand to each party paid by the other, the receipt of which is hereby acknowledged and other valuable considerations, the parties hereto do hereby release unto Willow Creek Run Developers, its successors and/or assigns all of their right, title and interest in and to that certain tract containing 13.92 acre entitled "Common Area" as shown on plat recorded in Plat Book "V," Page 542, Vance County Registry, specifically acknowledging

that Willow Creek Run Developers shall hereafter be entitled to convey said tract to a third party for use as a building lot subject only to existing rights of way for roadways and public utilities of record and those certain Restrictive Covenants as appear in Book 597, Page 1, as amended in Book 613, Page 730, Vance County Registry.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

**WILLOW CREEK RUN DEVELOPERS,
a North Carolina Partnership
(formerly Dabney Estates Associates)**

By: *Cornelius F. Cathcart*

**CORNELIUS F. CATHCART,
Managing General Partner**

**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, a Notary Public of said county and state aforesaid, do hereby certify that Cornelius F. Cathcart personally appeared before me this day and acknowledged that he is the Managing General Partners of **WILLOW CREEK RUN DEVELOPERS**, a North Carolina Partnership and that by authority duly given and as an act of the partnership, the foregoing instrument was signed in its name by him as its Managing General Partner.

This 9 day of July, 2003.

Alicia T. Campbell
NOTARY PUBLIC



Commission Expires: 3/11/07
Vance County

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Timothy J. Hedrick (SEAL)
TIMOTHY J. HEDRICK
TERRI H. Hedrick (SEAL)
TERRI H. HEDRICK

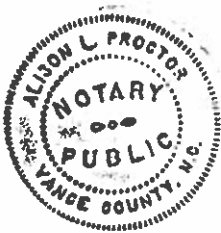
STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that TIMOTHY J. HEDRICK and wife, TERRI H. HEDRICK personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 22 day of July, 2003.

Alison L. Proctor
NOTARY PUBLIC

My Commission Expires: Aug. 26 2006



STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Louis Lemay (SEAL)
LOUIS E. LEMAY

STATE OF MICHIGAN

COUNTY OF Durham

I, a Notary Public of county and state aforesaid, do hereby certify that LOUIS E. LEMAY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 18th day of August, 2003.

Patricia L. Lemay
NOTARY PUBLIC

My Commission Expires: Oct 3, 2004

PATRICK L. LEMAY
NOTARY PUBLIC-ONLINE CO., NC
MY COMMISSION EXPIRES ON 10/03/04

SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

James F. Crayton (SEAL)
JAMES F. CRAYTON
Brenda M. Crayton (SEAL)
BRENDA M. CRAYTON

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that JAMES F. CRAYTON and wife, BRENDA M. CRAYTON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 13th day of ^{August} ~~July~~, 2003.

Caritta J. [Signature]
NOTARY PUBLIC

My Commission Expires: 10-05-04



SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Samantha J. Williams (SEAL)
SAMANTHA J. WILLIAMS

NORTH CAROLINA
STATE OF ~~NEW YORK~~
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that SAMANTHA J. WILLIAMS personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 16 day of July, 2003.

Kristal C. Turner
NOTARY PUBLIC

My Commission Expires: 09/20/05



STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Joyce A. Lewis (SEAL)
JOYCE A. LEWIS

STATE OF ~~MARYLAND~~ NORTH CAROLINA
COUNTY OF ~~Baltimore~~ Vance

I, a Notary Public of county and state aforesaid, do hereby certify that JOYCE A. LEWIS personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 5th day of September, 2003.

Carrie J. Mann
NOTARY PUBLIC

My Commission Expires: 10-05-04



SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Eurie L. Williams (SEAL)

EURIE L. WILLIAMS

Helen C. Williams (SEAL)

HELEN C. WILLIAMS

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that **EURIE L. WILLIAMS and wife, HELEN C. WILLIAMS** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 16 day of July, 2003.

Kristal C. Turner
NOTARY PUBLIC

My Commission Expires: 09-20-05



SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Elнора Davis (SEAL)
ELNORA DAVIS

STATE OF DISTRICT OF COLUMBIA

COUNTY OF *City of Washington*

I, a Notary Public of county and state aforesaid, do hereby certify that ELNORA DAVIS personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this *11th* day of July, 2003

Melinda J. Salisbury
NOTARY PUBLIC

My Commission Expires: *10-14-2005*

MELINDA J. SALISBURY
Notary Public, District of Columbia
My Commission Expires October 14, 2005



SIGNATURE AND NOTARY PAGE

Attached to and made a part of that certain Release Deed dated July 2, 2003 among Willow Creek Run Developers et al [the owners of all the lots or tracts as shown on survey and plat entitled "Survey for Willow Creek Run Subdivision: Owners - Willow Creek Run Developers Section Three" as prepared by Cawthorne & Associates, RLS, PA, dated December 13, 1995, as appears in Plat Book "V," Page 542 in the office of the Register of Deeds of Vance County].

Charles E. Green (SEAL)
CHARLES E. GREEN

Chestine B. Green (SEAL)
CHESTINE B. GREEN

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that **CHARLES E. GREEN and wife, CHESTINE B. GREEN** personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and notarial seal this 14 day of July, 2003.

Lucy Gilliam Gray
NOTARY PUBLIC

My Commission Expires: June 17, 2004

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificates of Alicia T. Campbell, Alison L. Proctor, Annette T. Munn, Krystal C. Turner, Lucy Gilliam Gray, Notaries Public of Vance County, NC and Melinda J. Salisbury, Notary Public of District of Columbia, and Priscilla L. Laney, Notary Public of Oakland Co., MI are certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: [Signature] Assistant