

Hand Clifton: Singer



886-3862 PAGE 87

State of North Carolina

Department
of the
Secretary of State

To all to whom these presents shall come, Greeting:
I, Thad Eure, Secretary of State of the State of
North Carolina, do hereby certify the following and
hereto attached (9 sheets) to be a true copy of

ARTICLES OF INCORPORATION
OF

CAMBRIDGE FOREST TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

and the probates thereon, the original of which was
filed in this office on the 29th day of October 1986,
after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand
and affixed my official seal.

Done in Office, at Raleigh, this 29th day
of October in the year of our Lord 1986.



Thad Eure
Secretary of State
By *[Signature]*
Deputy Secretary of State

BOOK 3862 PAGE 88
ARTICLES OF INCORPORATION

OF

CAMBRIDGE FOREST TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one (21) years or more, do hereby associate ourselves into a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, do hereby make, sign, and acknowledge these Articles of Incorporation, and to that do hereby set forth:

ARTICLE I

The name of the corporation is Cambridge Forest Townhomes Homeowners Association, Inc., hereinafter the "Association".

ARTICLE II

The principal and registered office of the Association is located at 4513 Creedmore Road, Suite 312, Wake County, Raleigh, North Carolina 27612.

ARTICLE III

F. Robert Ohmann whose address is 4513 Creedmore Road, Suite 312, Raleigh, Wake County, North Carolina 27612 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation

and architectural control of the residence Lots and Common Area within that certain tract or property described as follows:

See Exhibit A

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Wake County Register of Deeds and as to the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the

Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit

Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

(h) conduct with the owners of recreational facilities for the use of such facilities by the members of the Association.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. No fractional vote shall be allowed.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which occurs earlier.

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership shall be reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2 of the Declaration, or

(b) January 1, 1990.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
F. Robert Ohmann	4513 Creedmore Road, Raleigh, NC
Mary Lou Adams	4513 Creedmore Road, Raleigh, NC
Steve Myrick	Route 1, Box 560, Knightdale, NC
Susan Kennedy	4513 Creedmore Road, Raleigh, NC
Benjamin F. Clifton, Jr.	3700 Computer Drive, Raleigh, NC

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect directors for the terms expiring that year for a term of two (2) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII

INCORPORATOR

<u>Name</u>	<u>Address</u>
Benjamin F. Clifton, Jr.	3700 Computer Drive, Suite 320 Raleigh, North Carolina 27609

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 2nd day of September, 1986.

B. F. Clifton, Jr.

BOOK 3862 PAGE 95

NORTH CAROLINA

WAKE COUNTY

This is to certify that on the 2nd day of September, 1986, before me, a Notary Public, personally appeared Benjamin F. Clifton, Jr., who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY whereof, I have hereunto set my hand and affixed my official seal, this the 2nd day of September, 1986.



Jackie J. Talton
Notary Public

My Commission Expires: 10/2/88

EXHIBIT A

BEGINNING at a point located in the center line of Reedy Creek Road, said point being located 145.84 feet in a southerly direction from the center line intersection of Reedy Creek Road and Melody Lane, said point also being located South 83 deg. 28' 26" East 30.53 feet from the southeast corner of Lot 51, Dogwood Estates according to a plat recorded in Map Book 1962, Page 34, Wake County Registry; thence from said beginning point along the centerline of Reedy Creek Road the following courses and distances: (a) along a curve to the right a distance of 197.74 feet, (b) South 02 deg. 30' 07" West 89.75 feet, and (c) along a curve to the left 160.85 feet to a point; thence leaving Reedy Creek Road and following the northern line of the Ralph Emerson Sorrell, Jr. land North 83 deg. 31' 34" West 631.76 feet to a concrete monument; thence along the western line of Ralph Emerson Sorrell, Jr. land and the R. C. Pleasants land South 07 deg. 20' 15" West 1058.22 feet to a concrete monument; thence following the line of the Royal Oaks Ltd. Property the following courses and distances: (a) North 82 deg 48' 50" West 1411.57 feet to a concrete monument, (b) North 26 deg. 34' 16" West 483.55 feet to a concrete monument located in the eastern margin of Harrison Avenue, (c) North 47 deg. 33' 02" East 87.32 feet along the eastern margin of Harrison Avenue to a concrete monument, (d) North 07 deg. 56' 07" East 568.14 feet to a concrete monument, (e) North 83 deg. 23' 47" West 1402.67 feet to a concrete monument, (f) North 10 deg. 09' 32" East 207.83 feet to a concrete monument and (g) North 15 deg. 01' 16" West 257.55 feet to a concrete monument; thence along the southern lines of the David R. Holloman property and Lots 51 through 59 and Lot 511 of Dogwood Estates according to a plat recorded in Map Book 1962, Page 34, Wake County Registry, South 83 deg. 28' 26" East 3685.86 feet to the centerline of Reedy Creek Road, the point of beginning, and being 72.624 net acres according to a plat entitled "Survey for Mildred Louise Wyatt Reames" dated May 4, 1983 prepared by Triangle Engineering Services, Inc.

LESS AND EXCEPT the following described tracts:

1. BEING all of a 4.458 acre tract of land as shown on a plat entitled "Survey for Franklin Lee Homes, Inc., Cary Township, Wake County, NC, Recombination Map" dated October 6, 1983, prepared by Triangle Engineering Services, Inc., recorded in Map Book 1983, Page 1264, Wake County Registry.
2. BEING all of Lots 1 through 52 and Lots 116 through 126 Canterbury Woods, Section One, together with all streets and rights of way shown thereon, according to a plat recorded in Map Book 1984, Page 1352, Wake County Registry.
3. BEING all of Lots 53 through 115 of Canterbury Woods Subdivision, Section Two, together with all streets and rights of way shown thereon, according to a plat recorded in Map Book 1985, Page 1650, Wake County Registry.

BX5551PG0805

PRESENTED

Prepared by and Held for DEED, Askew, Gammon & Mueller
REGISTRATION

000900

93MAR 31 PM 5:02

STATE OF NORTH CAROLINA

WAKE COUNTY

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CAMBRIDGE FOREST
TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

This First Amendment to the Cambridge Forest Townhomes Homeowners Association, Inc. Declaration, made on the date hereinafter set forth, by Circle R Development Corporation, a North Carolina Corporation, hereinafter referred to as "Declarant", and the undersigned Owners.

W I T N E S S E T H :

WHEREAS, Declarant has previously executed and recorded the Declaration of Covenants, Conditions and Restrictions of Cambridge Forest Townhomes Homeowners Association, Inc., the same having been recorded on November 5, 1986 in Book 3862, Page 97, Wake County Registry; and

WHEREAS, said Declaration provided in Article XI, Section 3, that the covenants and restrictions of the Declaration may be amended "by an instrument signed by not less than ninety (90%) percent of the Lot Owners ..."; and

WHEREAS, the undersigned Declarant and Owners, being more than ninety (90%) percent of the present owners of Lots subject to the Declaration, hereby approve and consent to the following changes and desire to amend said Declaration as follows:

Article I, Section 4 of the Declaration as it appears at Book 3862, Pages 98 and 99, Wake County Registry, is hereby deleted and is replaced by the following:

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 public utility easements, city rights-of-way and individual lots. The Common Area to be owned by the Association at the time of the Conveyance of the first lot is described as follows:

All that 3.9283 acre tract of land shown on a plat entitled "Cambridge Forest, Phase One", which plat is recorded in Map Book 1986, Page 1839, Wake County Registry, less and except those Blocks designated thereon as Units 1-4, Units 5-8, and Units 9-11.

All that 4.00 acre tract of land shown on a plat entitled "Cambridge Forest, Phase Two", which plat is recorded in Map Book 1987, Page 1261, Wake County Registry, less and except those Blocks designated thereon as Units 50-53, Units 54-57, Units 58-60, Units 61-65 and Units 66-71.

All that 7.99 acre tract of land shown on a plat entitled "Cambridge Forest, Phase Three", which plat is recorded in Map Book 1993, Page 270, Wake County Registry, less and except lots 13 through 34 as shown thereon.

ARTICLE I, Section 5 of the Declaration as it appears at Book 3862, Page 99, Wake County Registry, is hereby deleted and is replaced by the following:

Section 5. "Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties including detached Single Family Lots, and Townhouse Lots, with the exception of the Common Areas. A Lot shall be either a detached single family lot or a townhouse lot. The intended use of a Lot shall be indicated by the recorded plat showing the Lot. Townhouse lots shall be used for the construction of single family attached dwelling units.

Under Article II of the Declaration as it appears at Book 3862, Pages 100 and 101, Wake County Registry, the following subparagraph is added after subparagraph (f):

(g) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Article III, Section 2 of the Declaration as it appears at Book 3862, Pages 102 and 103, Wake County Registry, is hereby deleted and is replaced by the following:

Section 2. The Association shall have two classes of voting memberships:

Class A. Class members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, and in no event shall fractional votes be allowed. Class A membership shall be divided into two groups: Class A-1 members who shall be Owners of detached single family lots, and Class A-2 members who shall be Owners of Townhouse Lots.

Class B. The class B membership defined in the original Declaration has been converted to Class A membership since January 1, 1990.

Under Article IV, Section 1 of the Declaration as it appears at Book 3862, Pages 103 and 104, Wake County Registry, the following paragraph is added at the end of Section 1:

All assessments relating to all common areas in any phases containing detached single family lots shall be shared equally by all the Owners of detached single family Lots. All assessments relating to all common areas and exterior maintenance in any phases containing townhouses shall be shared equally by all the Owners of Townhouse Lots. All assessments relating to common areas in phases containing private streets and recreational facilities and amenities shall be shared equally by all Lot Owners.

BK5551PG0808

Article IV, Section 2 of the Declaration as it appears at Book 3862, Pages 104 and 105, Wake County Registry, is hereby deleted and is replaced by the following:

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 in the Properties and in particular for the acquisition, improvement and maintenance of the Common Areas, including the maintenance, repair and reconstruction of private streets, driveways, walks and parking areas situated on the Common Area, maintenance and upkeep of storm sewer pipes and impoundment structures, the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance and the exterior maintenance and landscaping of the townhouses situated upon the Properties as hereinafter provided or for the use and enjoyment of the Common 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 this Declaration, the employment of any professional, such as attorneys, to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible and such other needs as may arise.

Section 2A. Reserves. The Association shall establish and maintain an adequate reserve fund or funds or the periodic maintenance, repair and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense for the Owners of the kind of Lots that require the reserve fund or funds.

BK5551 PG0809

Article IV, Section 3 of the Declaration as it appears at Book 3862, Pages 105 and 106, Wake County Registry, is hereby deleted and is replaced by the following:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following conveyance of the first Townhouse Lot to an owner, the maximum annual assessment shall be six hundred (\$600.00) dollars per Townhouse Lot. Until January 1 of the year immediately following conveyance of the first detached single family Lot to an owner, the maximum annual assessment shall be one hundred twenty (120.00) dollars per detached single family Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased effective January 1 of each year without a vote of membership by up to 10% of the previous year's 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 for detached single family lots may be increased above the increase permitted in Section 3(a) above by a vote of two-thirds (2/3) of class A-1 members, and the maximum annual assessment for Townhouse Lots may be increased above the increase permitted in Section 3(a) above by a vote of two-thirds (2/3) of class A-2 Members who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an 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.

Article IV, Section 4 of the Declaration as it appears at Book 3862, Page 106, Wake County Registry, is hereby deleted and is replaced by the following:

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 related 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. Special assessments related only to the common areas (excluding private streets) or exterior maintenance in Townhouse Phases shall require a two-thirds (2/3) vote of A-2 members, and the assessments shall be levied only against owners of Townhouse Lots.

Article IV, Section 7 of the Declaration as it appears at Book 3862, Page 107, Wake County Registry, is hereby deleted and is replaced by the following:

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all detached single family Lots and a separate uniform rate for all Townhouse Lots shall be collected on a monthly basis. Notwithstanding any provision in this Declaration, the Articles of Incorporation and By-Laws to the contrary, no lot shall be subject to the assessment until the first day of the month following the issuance of a building permit for such lot by the City of Cary, and the assessment for lots for which such permits have been issued but which are not under a completed roof, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five (25%) percent of the regular assessments.

Under Article V, Section 7 of the Declaration as it appears at Book 3862, Pages 111 and 112, the following sentence is added at the end of Section 7:

In the event a property Owner refuses or neglects to do so, it shall be deemed a waiver to proceed against the members, who are Owners of Townhouse Lots.

Article VII, Section 1 of the Declaration as it appears at Book 3862, Page 113, Wake County Registry, is amended as follows:

The term "Class A Membership", as it appears twice within the body of Section 1 is hereby deleted and is replaced by the term "Class A-1 and A-2 Membership".

Article IX, Section 5 of the Declaration as it appears at Book 3862, Pages 118 and 119, Wake County Registry, is hereby deleted and is replaced by the following:

Section 5. Dwelling Specifications. Except with prior written approval of The Architectural Committee, (a) No dwelling shall be constructed or permitted to remain on any Detached single family lot having an area of the main structure, exclusive of open porches and decks, of less than 1100 square feet for a one-story dwelling nor less than 700 square feet on the first floor for a dwelling of more than one story. (b) No dwelling shall be constructed or permitted to remain on any Townhouse lot having an area of the main structure; exclusive of open porches and decks, of less than 900 square feet for a one-story dwelling nor less than 900 square feet for a dwelling of more than one story.

BK5551PG0812

Under Article IX of the Declaration as it appears at Book 3862, Page 117, Wake County Registry, the following section is added after Section 6:

Section 7. Building Setback. Detached Single Family Lots. Except with the prior written approval of the Architectural Committee, no dwelling shall be located on any Detached Single Family Lot nearer than the setback lines delineated on the Map of Phase Three recorded in Map Book 1993, Page _____, Wake County Registry. For the purpose of this covenant, eaves, steps, chimneys, decks and stoops shall not be considered a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

Except as hereinabove amended, said Declaration is hereby ratified and confirmed.

In Witness whereof, the undersigned have caused this instrument to be executed this 2nd day of March, 1993.

CIRCLE R DEVELOPMENT CORPORATION

By: Steve Myrick President

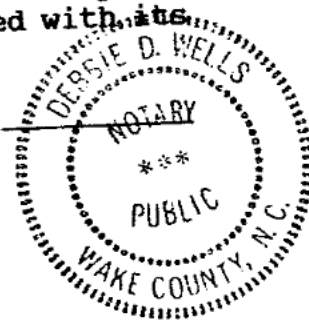


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Judy M. Hicks, personally came before me this day and acknowledged that she is the Secretary of Circle R Development Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Dessie D. Wells
Notary Public

My Commission Expires: August 17, 1996
contracts\cambridge.amd



BK5551PG0813

201 Nancy Francis (SEAL) _____ (SEAL)
296 Kim Dominguez (SEAL) _____ (SEAL)
204 Rebecca Harris (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Nancy Francis and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

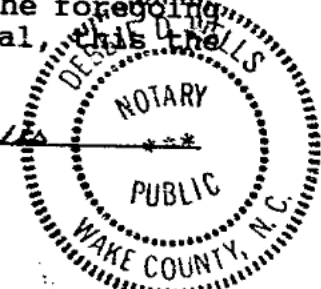
My Commission Expires: 8-17-96 Debbie D. Wells
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Kim Dominguez and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

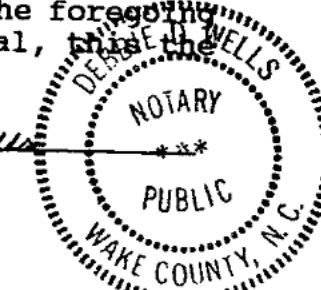
My Commission Expires: 8-17-96 Debbie D. Wells
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Rebecca Harris and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

My Commission Expires: 8-17-96 Debbie D. Wells
Notary Public



BK5551PG0814

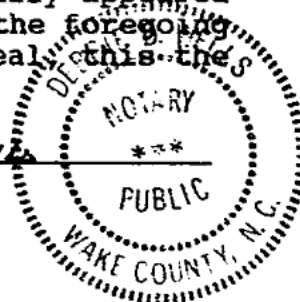
✓ 311 Donna C. Young (SEAL) _____ (SEAL)
✓ 263 Thelma E. DeWitt (SEAL) _____ (SEAL)
269 Louise J. Allen (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Donna C. Young and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

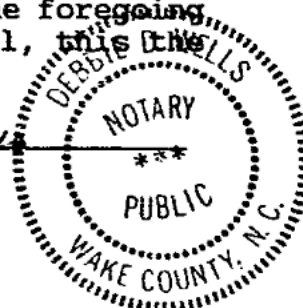


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Thelma E. DeWitt and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

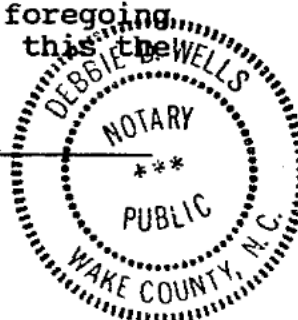


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Louise J. Allen and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

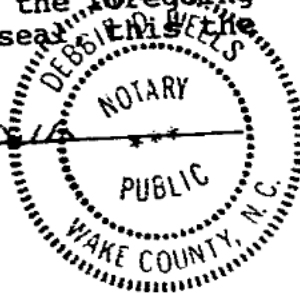


124 Michael E. Bell-Nichols (SEAL) _____ (SEAL)
 1259 Christopher R. Barnard (SEAL) Elizabeth A. Barnard (SEAL)
 1265 Richard A. Newton (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Michael E. Bell-Nichols and wife, Elizabeth A. Barnard, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of February, 1993.

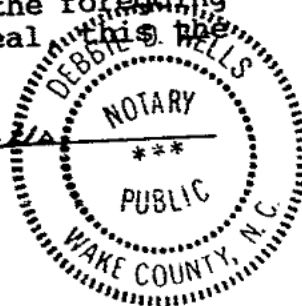
My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Christopher R. Barnard and wife, Elizabeth A. Barnard, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of March, 1993.

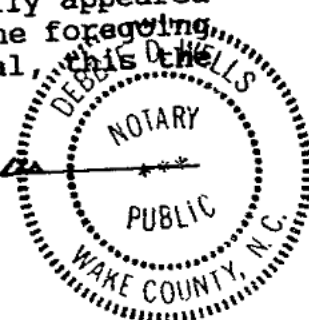
My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Richard A. Newton and wife, Elizabeth A. Barnard, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of March, 1993.

My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



BK5551PG0816

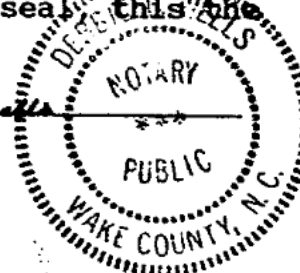
267 Albert L. Blaha (SEAL) _____ (SEAL)
266 Phil Harris (SEAL) _____ (SEAL)
313 Robert W. Rigg (SEAL) Jacqueline B. Rigg (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Albert L. Blaha and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

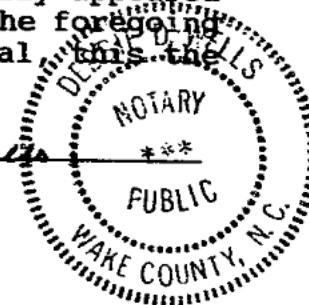


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Nick Harrison and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

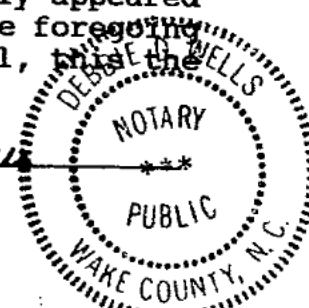


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Robert W. Rigg and wife, Jacqueline B. Rigg, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public



314 Katherine R. Kocke (SEAL) _____ (SEAL)
 293 ALLAMACE (SEAL) _____ (SEAL)
 318 Bambi Fredlin (CASEY-PRE) (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Katherine R. Kocke and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
 Notary Public

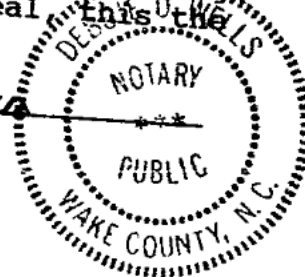


STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that R.C. Wallace and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
 Notary Public

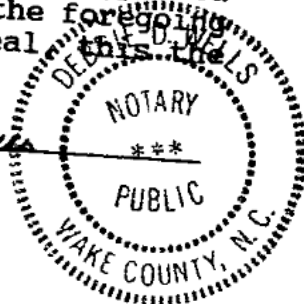


STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Bambi L. Fredlin and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
 Notary Public

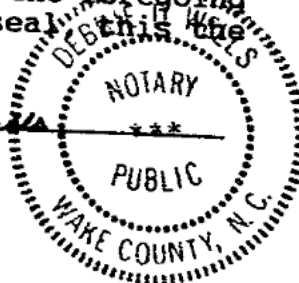


317 Julia R. Dean (SEAL) _____ (SEAL)
 315 Cathy Emmons (SEAL) _____ (SEAL)
 302 Kenneth E. Godwin (SEAL) Joyce A. Godwin (SEAL)

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Julia R. Dean and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 22nd day of February, 1993.

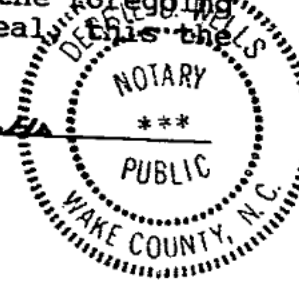
My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Cathy Emmons and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 22nd day of February, 1993.

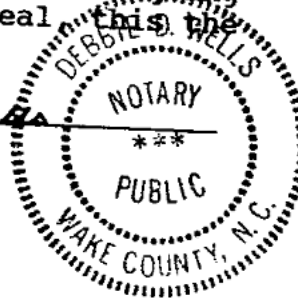
My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Kenneth E. Godwin and wife, Joyce A. Godwin, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 22nd day of February, 1993.

My Commission Expires: 8-17-96 Debbie D. Wells
 Notary Public



BK5551PG0819

124 Donna M. Akron

Grace A. Akron

(SEAL)

(SEAL)

312 Janet Singleton

(SEAL)

Alvin Singleton

(SEAL)

309 Betty Gardiner

(SEAL)

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Donna M. Akron and wife, Grace A. Akron, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

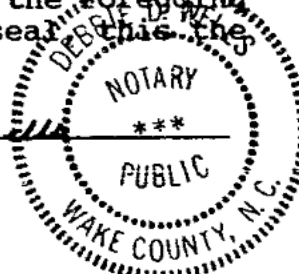


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Alvin Singleton and wife, Janet Singleton, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Betty Gardiner and wife, Betty Gardiner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public



BK5551PG0820

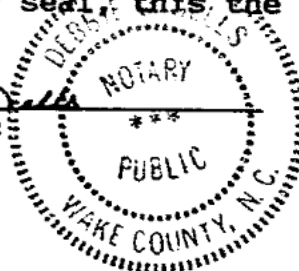
✓ 265 Mrs Herman Mout. (SEAL) _____ (SEAL)
✓ 910 Scott C. Logan (SEAL) _____ (SEAL)
✓ 127 Carol Blewies (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Mrs Herman Mout and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

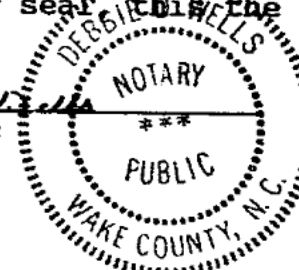


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Scott C. Logan and wife, Mrs Scott C. Logan Maurine M Logan, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public

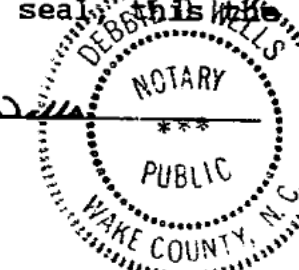


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Carol Blewies and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public



BK5551PG0821

1 300 Laine St. (SEAL) _____ (SEAL)
1 295 Donald B. Bishop (SEAL) _____ (SEAL)
1 297 Diane C. Wade (SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Sandra Stokes and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Delle
Notary Public

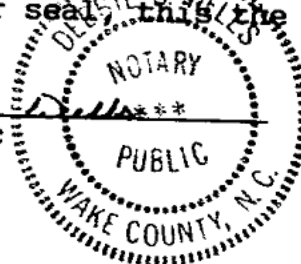


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Donald B. Bishop and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Delle
Notary Public

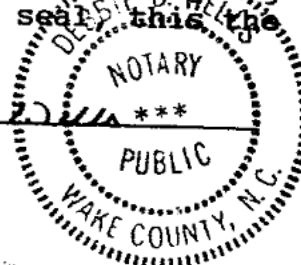


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Diane C. Wade and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 28th day of February, 1993.

My Commission Expires: 8-17-96

Debbie D. Delle
Notary Public



BK5551PG0822

295

Beth Craig (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

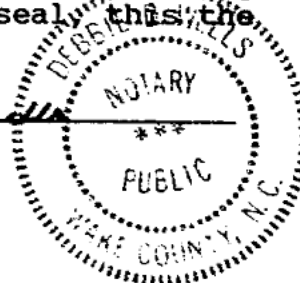
(SEAL) _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Beth Craig and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 1st day of March, 1993.

My Commission Expires: 8-17-96

Debbie D. Wells
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of

Debbie D. Wells

Notary(y)(ies) Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time
and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By

Suzette H. Vandeventer
Asst/Deputy Register of Deeds

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that _____ and wife, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 1993.

My Commission Expires: _____

Notary Public