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ELAINE N. HARMON
REGISTER OF DEEDS
LINCOLN COUNTY, NC

NORTH CAROLINA
LINCOLN COUNTY

41.00

✓ K&W

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**CEDAR RIDGE FARMS
SECTION I**

KNOW ALL MEN BY THESE PRESENTS, that MT Zion Cedar Ridge Farms, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Declarant") with its principal office and place of business in Lincolnton, Lincoln County, North Carolina, does hereby covenant and agree to and with all persons, firms, and corporations hereinafter described, as follows:

WITNESSETH THAT:

WHEREAS, the undersigned is the sole owner of a subdivided tract of land known as Cedar Ridge Farms, Section I, located in Lincoln County, North Carolina, as shown on plats thereof recorded in Map Book 14 at Pages 350, 351 and 352 in the Office of the Register of Deeds for Lincoln County, North Carolina; and

WHEREAS, Lots 1 through 31, Section I are so situated as to comprise a neighborhood unit of the aforesaid subdivision known as Cedar Ridge Farms;

WHEREAS, it is the intent and purpose of the undersigned to erect residences on lots in said subdivision or to convey lots therein to persons, firms or corporations who will erect thereon residences to be used for family purposes; and

WHEREAS, the undersigned desires to establish a general plan pertaining to the enjoyment and use of said lots for the benefit of said prospective purchasers, and to restrict the use thereof in a uniform manner, and to put all persons on notice of such restrictions.

NOW, THEREFORE, in consideration of the purchase price paid by prospective future purchasers of lots in the above described subdivision, the undersigned does hereby agree and contract that all lots as shown on plats thereof recorded in Map Book 14 at Pages 350, 351 and 352 in the Office of the Register of Deeds for Lincoln County, North Carolina, shall be sold subject to restrictions and covenants hereinafter set forth which shall constitute covenants running with the land, and that all deeds executed and delivered by the undersigned for lots in the aforesaid subdivision shall be made subject to the following restrictions:

I

Use of Land. Each of the Lots shall be used solely and exclusively for residential purposes, and no dwelling other than one single family private residence shall be erected on any lot.

That certain lots in the various sections of Cedar Ridge Farms may or will be designated for septic systems only to serve other residential lots in the subdivision. These lots designated for septic systems only shall be kept vacant, mowed and well groomed by the various owners of the septic tank area. No storage or other improvements shall be allowed or placed on this property. In the event the owners of this septic area fail to properly maintain and mow the septic areas then the developers have the right to demand performance and reimbursement for any costs or expenses in maintaining these septic areas and enforcing, the obligation of the property owners their obligation to maintain this property.

II

Minimum Size of Residence. Any single level residence erected on any of the lots shall contain a minimum square footage of One Thousand Five Hundred (1,500) square feet. Any two level residence erected on any of the lots shall contain a minimum square footage of One Thousand Eight Hundred (1,800) square feet. All measurements of square footage being of furnished living space, based on outside measurements, exclusive of open porches, breezeways, garages and basements.

III

Required Land Area. No lot shall be subdivided, by sale or otherwise, so as to reduce the total area as shown on said map referred to above, except by written consent of Cedar Ridge Farms LLC, or its successors or assigns.

IV

Architectural Guidelines and Use Restrictions.

Section 1. Architectural Review Committee. For purposes of this Article IV, the Declarant shall function as the Architectural Review Committee (the "Committee") and have the right to appoint any other members thereof.

Section 2. Approval of the Architectural Review Committee; Construction, Plans. Before commencing construction, reconstruction, relocation, or alteration of any buildings, additions, enclosures, fences, entrance ways, exit ways, curb cuts, parking facilities, storage facilities or any other structures or permanent improvements on any lot, or before the clearing, grading or removal of any tree from a lot, the owner shall first submit two sets of building plans, specifically, site plan and an elevation sketch (collectively the "plans") of all improvements to be placed thereon, to the Architectural Review committee as hereinafter described for its written approval. Plans shall be in such detail and form and shall contain such information as may be required by the Architectural Review Committee, but in any event shall include the following: (i) a site development plan with respect to the lot, including all setback lines of all structures and improvements, the location thereof, reference to structures on adjoining portions of the property, location of all parking spaces and driveways on the lot; (ii) a site plan for the particular lot; and (iii) a building elevation plan showing dimensions, materials, and exterior color scheme. The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) Failure to comply with this Declaration and Architectural Guidelines then in force.
- (b) Failure to include information in the plans as may have been reasonably requested by the Architectural Review Committee.
- (c) Objection to the exterior design, appearance, or materials of any proposed structure.
- (d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots or other properties in the vicinity of the property.
- (e) Objection to the location of any proposed structure upon any lot or with reference to any other lots in the vicinity.
- (f) Objection to the site plan.
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structures.
- (h) Objection to the number or size parking spaces or the design or the location of the parking areas proposed for any lot.

The plans shall be delivered to the Architectural Review Committee in person or by certified mail at an address to be designated from time to time by Declarant.

Notwithstanding any provisions in this Declaration to the contrary, in the event the preliminary plans are submitted for the purpose of schematic or other preliminary approval, approval of the Architectural Review Committee shall not be implied by the passage of time as set forth in the above nor shall any such preliminary approval of preliminary plans schematics relieve the owner from his/her obligation to obtain the approval of the Architectural Committee for any subsequent submissions of plans required pursuant hereto.

If the Architectural Review Committee approves the plans, the actual construction in accordance with the plans shall be the responsibility of the owner; provided, however, upon the completion of the structures and prior to occupancy, the owner shall notify Declarant, who shall have ten (10) days thereafter in which to have structures inspected by the Architectural Review Committee to insure that the plans were completed in accordance with those approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing or completed structures within fifteen (15) days after the receipt of written notice from owner by certified or registered mail, (return receipt requested) that the structures are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In event an owner has made changes from the original plans approved by the Architectural Review Committee, the occupancy shall be delayed until necessary corrections to building plans have been made.

Section 3. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans submitted for approval pursuant to this Declaration which shall be payable at the time such plans are submitted, provided that such fees shall be reasonable and commensurate with similar services in the jurisdiction in which the property is located.

Section 4. Guidelines. The Architectural Committee may promulgate rules and regulations concerning the form and content of plans to be submitted for approval and, furthermore, may adopt and issue, from time to time, statements of policy and other guidelines, including, without limitation, architectural guidelines with respect to

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approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules, site plans, designs, and development criteria and such statements of policy shall, upon issuance by the Architectural Review Committee, be deemed incorporated herein by reference and may be amended and revoked by the Architectural Review Committee at any time. Approval for use on any lot of any plans shall not be deemed a waiver of the Architectural Review Committee's right to approve such plans or specifications on any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other lot or lots. Notwithstanding anything to the contrary, approval of any plans relating to any lot shall be final as to that and such approval may not be revoked or rescinded thereafter, provided (i) that the structures and uses shown and described on or in such plans do not violate any specific prohibition contained in this Declaration, Architectural Guidelines, or applicable rules and regulations of Governmental bodies or agencies, and (ii) that the plans approved, and any conditions attached to such approval have been adhered to and complied with in regards to, all structures and uses on the lot in question.

Section 5. Initial Guidelines

- (a) Driveways and parking areas constructed upon any lot shall be brick or concrete, and shall be fully completed prior to the occupancy of any dwelling on the lot; however, the developer in certain special cases and hardship situations may allow a certain portion of the driveway to be constructed of other material besides brick and concrete if the driveway is of such length.
- (b) No structure of a temporary nature shall be allowed on any lot at any time except that of an owner's contractor and/or subcontractor during the period of construction or repair of a dwelling or other structure. The Developer shall have the right to use two lots for placement of a temporary construction and/or sales trailer during the development of the subdivision.
- (c) All fuel storage of 120 gallons or less may be installed above ground but must be located behind the residence or be adequately screened from view with lattice work or landscaping; All fuel storage tanks of 120 gallons or more shall be buried below the surface of the ground and all outdoor receptacles for ashes, trash, rubbish, or garbage shall be installed underground, screened, or so placed and kept as not to be visible to the occupants of other lots or the users of any street, road, or recreational area.
- (d) Each residence shall have a two (2) car enclosed garage minimum or a three (3) car garage, which garage shall be attached to the residence. No carports will be allowed.
- (e) Boats, boat trailers and/or recreational vehicles may be parked or stored on numbered lots only in an enclosed garage, behind a residential structure or at such other screened locations within the building set back lines described in paragraph IX.
- (f) All construction must be completed within one (1) year after construction starts. The landscaping and yard shall be completed before occupancy of such residence.
- (g) No house or structure, or any part of any house or structure shall be repainted any color other than the original color without approval of the Architectural Review Committees set forth herein.
- (h) There shall be no mobile or modular homes allowed in the subdivision.
- (i) The roof pitch shall be no flatter than a minimum of 7/12. However, the porches may be of a lesser pitch as approved by the Developer.
- (j) Outbuildings must be approved by the Architectural Review Committee pursuant to Article IV.

- (k) No chain link fences are allowed around any yards; however, a split rail fence with wire mesh is permitted. All fencing shall be no closer to the street than the front of the residence.
- (l) All homeowners on each lot will use a mailbox receptacle designated and approved by the Developer.
- (m) No structure shall be built by any builder that has not been placed on the developers approved builder list.
- (n) No log homes of any kind will be permitted.
- (o) Gravel construction entrances shall be placed on all Lots before any construction commences.
- (p) All builders shall be responsible for keeping mud and other debris off the roadways due to the construction of home sites and residences on the lots.
- (q) All builders shall provide appropriate receptacles for the receipt and disposal of waste and debris on each lot as the structure is being built.

Section 6. Violations. If any structure shall be erected, placed or maintained upon any lot or any use is commenced upon any lot, other than in accordance with approval by the Architectural Review Committee as prescribed herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration without the approvals required herein and upon, written notice from the Architectural Review Committee, any such structure so erected, placed, maintained, or altered upon any lot in violation hereof shall be terminated and removed immediately so as to extinguish such violation. If within fifteen (15) days after the notice of such violation, the owner of the lot upon which such violation(s) exist shall not have taken reasonable steps toward the removal and termination of same, Declarant, or its successors or assigns, or Architectural Review Committee or other property owners, shall have a right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to extinguish and terminate the violation. Declarant, or its successors or assigns, or the Architectural Review Committee, or any such agent or employer of either, shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry taken in connection with the removal of any violation. The costs and abatement or removal hereunder plus a twenty-five percent (25%) allowance for overhead shall be a binding, personal obligation of such owner as well as a lien on the owner's lot, the same being enforceable in the same manner as an assessment upon the lot in question.

The Architectural Review Committee shall have the power and authority to waive unintentional violations and consent to minor deviations in the minimum setback requirements provided that such deviation or violation amounts to no more than twenty-five percent (25%) violation or deviation. Any such waiver or consent shall not be construed as a waiver of any other violation and such waiver or consent shall not be construed as a waiver of any other violation on such lot or as a waiver of any violation of setback requirements or additional restrictions on any other lot.

V

Cedar Ridge Farms Property Owners Association. Each prospective future purchaser of estates or tracts covenants with the Developer, by acceptance of a deed to a lot in this subdivision: (a) annual assessments; and (b) special assessments for capital improvements, as hereinafter set forth, and agrees to and shall be a member of and be subject to the obligations and duly established bylaws and rules of Cedar Ridge Farms Property Owners Association. If the annual and special assessments, together with interest, costs and reasonable attorney fees, if any

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are required to be collected then said assessments shall be charged against the land and will continue to be a lien upon the property against which each such assessment is made until made. Each assessment shall likewise be the personal obligation of the person(s) who was the owner of the estate when the assessments became due. Liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust.

The assessments to be levied by the association against each lot shall be used as follows:

- (a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Area and any amenities and improvements located thereon, including but not limited thereto, the street lights, interest monuments, parking areas;
- (b) to maintain and repair the Public Roads to the standards of the maintenance (if one is ascertainable) which would be required by North Carolina Department of Transportation or other Government entity before it would accept such Public Roads for maintenance;
- (c) to pay all cost associated with the lease of the Street Lights from Duke Power Company or other utility provider, including but not limited thereto, monthly lease payments and utility costs;
- (d) to pay all ad valorem taxes levied against the Common Areas and any of the property owned by the Association;
- (e) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;
- (f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in Bylaws;
- (g) To maintain contingency reserves for carrying out the duties of the association.

The assessments shall further be used to promote recreation, health, safety, and welfare of the residents of the subdivision and more particularly for the improvement and maintenance of property, real and personal, owned or acquired by a property Owners Association to be formed for the benefit of the owners and lots, all of whom shall be members of the Property Owners Association. There will be no assessments on lots owned by the Developer or Cedar Ridge Farms, LLC until three (3) years from the date of the recordation of these Restrictive Covenants (except as set forth in section (f) herein).

Assessments shall begin on each lot (1) with conveyance of the lot from the developer, their successors or assigns, and (2) upon the formation of the Property Owners Association. The Property Owners Association shall be managed by a Board of Directors, which Board shall be appointed by the undersigned through 2014. However, no Board appointed by the Developer, their heirs, successors or assigns, shall have the power to impose special assessments. The undersigned may assign this power to appoint at any time prior to 2014 to a successor developer of the undersigned Developer, or to the owner of the lots, who shall thereafter elect the Board. There shall be no requirement that members of the initial Board be owners of property in the Subdivision.

The maximum assessment as set by the Developer, or by a Board appointed by the same, or by its successors or assigns of the undersigned, for the general maintenance of the property of the Association shall be no more than Two Hundred Fifty and no/100 (\$250.00) Dollars per lot, per year for the purpose of maintaining signage and street lights, in addition to any assessments heretofore imposed on the subject property, payable to the developer and assigned by the developer to any subsequently formed Property Owner's Association embracing the lots on the subject property, for the first three (3) years of operation of the Property Owners Association.

The maximum assessment, either for general maintenance or lawn maintenance, may be increased or decreased by a Board of Directors elected by the estate owners as may be set forth in the By-Laws to the property Owners Association. The assessment shall become due and payable by December 1 of each year, and failure to pay within thirty (30) days of the due date shall be cause for the Property Owners Association to enforce the lien established herein or take any and all other legal action available to it.

The following provisions shall constitute the initial bylaws and rules thereof and shall be incorporated in any bylaws and rules which may be subsequently adopted by the Property Owners Association:

- (a) Membership: Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of each lot. The Developer and Cedar Ridge Farms, LLC shall be exempt from paying dues.
- (b) Voting Rights: All owners shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members, but only one vote may be cast with respect to one lot.
- (c) Board of Directors and Officers: The Association shall have a Board of Directors of not less than three (3) nor more than five (5) members and shall have officers consisting of a President, Vice-President, Secretary and Treasurer and such other officers as the members shall elect. The Board of Directors shall adopt bylaws to govern the normal and customary affairs and business of the Association and all members shall be subject thereto.
- (d) Meetings: Annual Meetings of the membership shall be held at a time and place designated by the Board of Directors. Special meetings shall be held on call of the President of the Board of Directors with not less than ten (10) nor more than thirty (30) days written notice to the owners and such other reasonable meeting requirements established in its bylaws. Voting shall be by simple majority vote (except for voting on bylaw changes which shall require a two-thirds (2/3) majority) with representation of fifty percent (50%) or more of the lots required to constitute a quorum.
- (e) Developer as member of Property Owners Association: Notwithstanding any of the other provisions hereof, developer shall have no obligations relative to street, utility or common area maintenance upon the sale of a total of fifteen (15) or more of the lots in the development. Developer shall not be required to become a member of the Cedar Ridge Farms Property Owners Association or to pay assessments for lots it owns in the subdivision, but may, at its sole discretion, elect to become a member and exercise all the rights and privileges thereof.
- (f) Maintenance Obligation of Developer: Until the sale of fifteen (15) lots in the Subdivision, the developer shall contribute such sums as needed for the maintenance of the roads, underground utilities and common areas that are not paid by the annual assessments of the lot owners. This obligation shall be a continuing responsibility of the heirs, successors and assigns of the developer and the owners of the lots until fifteen (15) lots are sold.

VI

Utilities Easement: Cedar Ridge Farms LLC hereby reserves the right and privilege to grant an easement in the future over, under, and along a right of way, said easement being ten (10) feet in width along the front and rear lot lines and five (5) feet in width along side lot lines for the installation and maintenance of pipe and other equipment necessary to or useful for furnishing electric power, gas, telephone service, for piping off site septic systems and other utilities to the lots in the said subdivision. Any gas or propane or oil tanks must be located to the rear of the residence and out of sight from view of adjoining lots or buried so as not to be seen from other lots.

VII

Prohibitions Against Above Ground Pools, In Ground Satellite, Animals, Poultry, Offensive Use, Temporary Residences, Etc.: There shall be no above ground pools allowed; there shall be no ground satellite dishes located on any lot, however, window, or attic mounted satellite dishes not exceeding eighteen (18) inches in diameter shall be allowed; no animal or poultry of any kind other than household pets shall be kept or maintained on any lot. The number of household pets generally considered to be outdoor pets such as dogs, cats, etc. shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; no privy shall be noxious or dangerous to health; no signs shall be allowed with the exception of signs "For Sale", which sign shall not exceed two by three feet in diameter, and except signs by the owner of the subdivision; no trailer, tent, shack, or temporary residence shall be constructed or maintained on said property at any time; and no garage, trailer, tent, shacks or temporary residence shall be constructed or maintained on said property at any time; and no garage, trailer, tent, shack, barn or other outbuilding shall be used as a residence, either temporary or permanently; each unimproved lot in said subdivision shall be kept mowed and free from weeds and undergrowth; no lot in said subdivision may be used as a dumping ground for rubbish and trash, garbage or other debris and it shall not be kept hereon except in sanitary containers; and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; no person shall leave any partially unlicensed, or dismantled or partially dismantled, non-operating or wrecked, or junked motor vehicle on any lot or upon any street within the subdivision, except in an enclosed building. No commercial tractors or trailers or trucks over four wheels (Dually Trucks excepted) shall be parked in the subdivision overnight. All garden arcs shall be placed on rear of the property and shall be entirely located behind the dwelling structure.

VIII

Fences: No fence or wall shall be erected on any building plot closer to the street than the side street setback or the front of the building facade except for temporary decorative fencing installed by the builder on a model home. Perimeter fencing and privacy fencing around patios, decks, or pools may not exceed seven (7) feet in height.

IX

SETBACKS AND UNINTENTIONAL VIOLATIONS: There shall be a minimum thirty (30) foot front set back line, a ten (10) side setback line, and forty (40) foot rear setback line for each lot, on which setback no part of any residence or any other structure or building shall be constructed, excluding any open porches which are appurtenant to such residence.

In the event of the unintentional violation of any building line restrictions set forth herein, Declarant reserves the right, by and with mutual written consent of the owner or the owners for the time being of such lot, to change the building line restrictions set forth in the instrument, provided however, that such changes shall not be in violation of any provisions of the zoning provisions of any appropriate governmental authority.

X

MAINTENANCE OF LOT: Each owner shall keep lot in orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the

residence which shall not be visible from the road adjoining the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collections by governmental or other similar garbage and trash removal units.

XI

Reservation for Signage: Cedar Ridge Farms LLC hereby reserves itself, its heirs and assigns, an easement and right-of-way for signage on and across the entrance right of way.

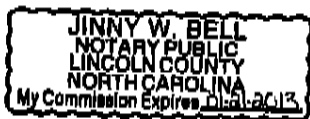
XII

Reservation for Access: The Declarant reserve the right to use any lot within the subdivision to provide access to other property outside the subdivision. Except for the right to do so reserved by the Declarant, no lot within the subdivision may be used to provide access to other property outside the subdivision

XIII

Term of Restrictions: The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons owning lots in the above described subdivision for a period of twenty-five (25) years from the date of the recording of this instrument, and automatically for successive periods of ten (10) years unless an instrument by a majority of the then owners of the estates or tracts has been recorded, agreeing to change said covenants in whole or in part. The enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This 4th day of August, 2008
December, 2007.



MT ZION CEDAR RIDGE FARMS, LLC

By: Randolph A. Morrison
RANDOLPH A. MORRISON-Manager

STATE OF NORTH CAROLINA

COUNTY OF Lincoln

I, a Notary Public of the County and State aforesaid, certify that RANDOLPH A. MORRISON personally came before me and duly acknowledged that he is a member and manager of MT ZION CEDAR RIDGE FARMS LLC, that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by them.

Witness my hand and official seal, this 4th day of August, 2008.

My Commission Expires: 01-21-2013 Notary Public Jinny W Bell

CONSENT AND SUBORDINATION TO DECLARATION

BLUE RIDGE SAVINGS BANK, INC. a state banking corporation ("Lender"), owner and holder of a note secured by that certain Deed of Trust dated November 13, 2006, from Randolph A. Morrison and Cheryl A. Morrison, husband and wife ("Grantor") to Dwayne H. Wiseman, Trustee for the benefit of Lender, recorded in Book 1871 at page 879 in the Office of the Register of Deeds of Lincoln County, North Carolina ("Deed of Trust") and Dwayne H. Wiseman, Trustee, under said Deed of Trust ("Trustee") hereby consent to the Declaration of Covenants, Conditions and Restrictions for Cedar Ridge Farms ("Declaration") made by Mt. Zion Cedar Ridge Farms, LLC, a North Carolina Limited Liability Company as ("Declarant") and consent to the execution, delivery and recording of the foregoing Declaration and agree that any subsequent foreclosure of the Deed of Trust shall not extinguish the Declaration and that the Deed of Trust, the lien created thereby, and Lender's and Trustee's interest in the property described therein by virtue of the Deed of Trust are, and shall be, subject and subordinate to the Declaration and the provisions thereof, except and provided that the lien of assessments provided for the Declaration shall be subordinate to the lien of the Deed of Trust as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of the 7th day of August, 2008.

LENDER: BLUE RIDGE SAVINGS BANK, INC.

By: Dwayne H. Wiseman
Dwayne H. Wiseman, President

TRUSTEE:

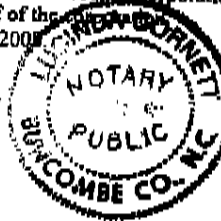
Dwayne H. Wiseman [SEAL]
Dwayne H. Wiseman, Trustee

STATE OF NORTH CAROLINA
COUNTY OF Burke

I, Lucinda Cornett, Notary Public, certify that Dwayne H. Wiseman, personally came before me this day and acknowledged that he is President, of Blue Ridge Savings Bank, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the Lender. Witness my hand and official seal, this the 14th day of August, 2008.

Lucinda Cornett
Notary Public

My commission expires: 9-19-09



STATE OF NORTH CAROLINA
COUNTY OF Burke

I, Lucinda Cornett, a Notary Public, do hereby certify that DWAYNE H. WISEMAN, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th day of August, 2008.

Lucinda Cornett
Notary Public

My commission expires: 9-19-09

