

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE GATES

THIS DECLARATION, made on the date hereinafter set forth by THE GATES DEVELOPMENT CO., a North Carolina General Partnership, hereinafter referred to as "Declarant;"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Winterville Township, Pitt County, North Carolina, which is more particularly described as follows:

BEGINNING at the point of intersection of the eastern right-of-way line of Winding Branches Drive and the centerline of Persimmon Place as shown on map hereinafter referenced and running thence along the centerline of Persimmon Place the following courses and distances, to-wit: in a clockwise direction with the arc of a curve having a radius of 695.0 feet a chord bearing of North 66-48 East and a chord distance of 576.42 feet to a point; South 88-42 East 20.82 feet to a point; and in a counterclockwise direction with the arc of a curve having a radius of 43.43 feet a chord bearing of North 57-28-30 East and a chord distance of 48.35 feet to a point located in the perimeter of Pine Branches Close, a cul de sac having a radius of 50 feet; thence in a counterclockwise direction along the arc of the curve of Pine Branches Close having a radius of 50.00 feet a chord bearing of South 80-25-44 East and a chord distance of 24.33 feet to a point, a corner with H. T. Chapin, Jr.; running thence with the western property line of H. T. Chapin, Jr. South 04-01-29 East 275.33 feet to a point; continuing thence with the western property line of H. T. Chapin, Jr. South 33-54-58 East 147.96 feet to a point, a corner; continuing thence and with the northern property line of Greenville Properties South 62-18-04 West 460.89 feet to a point in the eastern right-of-way line of Winding Branches Drive; running thence with the eastern right-of-way line of Winding Branches Drive, the following courses and distances, to-wit: North 29-12 West 127.12 feet to a point; thence in a counterclockwise direction with the arc of a curve having a radius of 652.0 feet a chord bearing of North 42-12 West and a chord distance of 293.34 feet to a point; thence North 55-12 West 61.05 feet to the POINT OF BEGINNING and containing 5.72 acres including the right-of-way of Persimmon Place all as shown on map entitled: "THE GATES AT TREETOPS" dated March 18, 1987, by Rivers & Associates, Inc., R.L.S. which map is Map Book 34, Pages 143-143A Pitt County Registry, reference to which is hereby directed for a more accurate description of the premises.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT of ingress and egress along Persimmon Place which Easement is sixteen (16) feet wide, being eight (8) feet on either side of the centerline of Persimmon Place and all utility easements, as shown on map hereinabove referenced.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE IDEFINITIONS

Section 1: "Association" shall mean and refer to THE GATES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be reserved to the Association at the time of the conveyance of the first lot is described as follows:

BEGINNING at the point of intersection of the eastern right-of-way line of Winding Branches Drive and the centerline of Persimmon Place as shown on map hereinafter referenced and running thence along the centerline of Persimmon Place the following courses and distances, to-wit: in a clockwise direction with the arc of a curve having a radius of 695.0 feet a chord bearing of North 66-48 East and a chord distance of 576.42 feet to a point; South 88-42 East 20.82 feet to a point; and in a counterclockwise direction with the arc of a curve having a radius of 43.43 feet a chord bearing of North 57-28-30 East and a chord distance of 48.35 feet to a point located in the perimeter of Pine Branches Close, a cul de sac having a radius of 50 feet; thence in a counterclockwise direction along the arc of the curve of Pine Branches Close having a radius of 50.00 feet a chord bearing of South 80-25-44 East and a chord distance of 24.33 feet to a point, a corner with H. T. Chapin, Jr.; running thence with the western property line of H. T. Chapin, Jr. South 04-01-29 East 275.33 feet to a point; continuing thence with the western property line of H. T. Chapin, Jr. South 33-54-58 East 147.96 feet to a point, a corner; continuing thence and with the northern property line of Greenville Properties South 62-18-04 West 460.89 feet to a point in the eastern right-of-way line of Winding Branches Drive; running thence with the eastern right-of-way line of Winding Branches Drive, the following courses and distances, to-wit: North 29-12 West 127.12 feet to a point; thence in a counterclockwise direction with the arc of a curve having a radius of 652.0 feet a chord bearing of North 42-12 West and a chord distance of 293.34 feet to a point; thence North 55-12 West 61.05 feet to the POINT OF BEGINNING and containing 5.72 acres including the right-of-way of Persimmon Place all as shown on map entitled: "THE GATES AT TREETOPS" dated March 18, 1987, by Rivers & Associates, Inc., R.L.S. which map is Map Book 34, Pages 143-143A Pitt County Registry, reference to which is hereby directed for a more accurate description of the premises.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT of ingress and egress along Persimmon Place which Easement is sixteen (16) feet wide, being eight (8) feet on either side of the centerline of Persimmon Place and all utility easements, as shown on map hereinabove referenced.

THERE IS EXCEPTED FROM THE FOREGOING the unit ownership area shown on map hereinafter referred to as Lots 1 through 17 inclusive.

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All of the foregoing excepted portions are shown on map made by Rivers & Associates, Inc., R.L.S., dated March 18, 1987, entitled: "The Gates at Treetops," which map duly appears of record at Map Book 34, Pages 143-143A, Pitt County Registry, reference to which is hereby made for a more accurate description of the premises.

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

Section 6: "Declarant" shall mean and refer to THE GATES DEVELOPMENT CO., a North Carolina General Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

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

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area or within Treetops Subdivision.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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(c) the right of the Association to dedicate or transfer all, or any part of the Common Area to any public agency, authority, 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3: Parking Rights. Ownership of each lot shall include within the bounds of each lot a parking garage. Exclusive parking for each lot will also be available within the Common Area upon the paved access to the garage for said lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

Class A. Class A membership 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.

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned, and notwithstanding any other provisions herein, shall be assessed at a rate of not less than twenty-five percent (25%) of the Class A membership. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than June 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments for townhouse unit maintenance. The annual general and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The general assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of homes situated upon Townhouse Lots, or for the use and enjoyment of the Common Area, including but not limited to, yard maintenance in the Common Area and on townhouse lots, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the payment of charges for common television antenna service to Townhouse Lots, the employment of such attorneys to represent the Association when necessary, and such other needs as may arise. Additionally the general assessments shall include the operations or membership assessments to the Homeowners Association by the owner (whether an individual, a Homeowners Association formed for the purpose of owning and operating recreational facilities, or any other entity) of the recreational facilities to which the lot owners, their families, guests, and invitees will have access.

Section 3: Basis and Maximum of Annual General Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment shall not exceed SEVENTY-FIVE AND NO/100 Dollars (\$75.00) per lot, per owner, per month, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment may be increased effective January 1 of each year without a vote of the membership in

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conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) from the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members, and for each succeeding period of two (2) years thereafter, provided that any such change 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as 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 general assessment at an amount not in excess of the maximum.

* Section 4: Special Assessments for Capital Improvements. In addition to the annual general assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year 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, 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 the meeting duly called for this purpose.

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Section 5: Notice and Quorum for Any Action Authorized Under Sections 3, 4, 7 and 8. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4, 7 and 8 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B members, both annual general and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual general assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment.

Remedies of the Association. Any assessment, special or general, not paid within thirty (30) days after the due date as set forth herein in the case of general assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the maximum rate allowed by law but in no event less than ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

Section 9: Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

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ARTICLE V

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator and the decision shall be made by a majority of all the arbitrators, and binding on the parties.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1: Types of Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhouse lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, including windows, doors or storm doors, exterior doors and garage doors which shall be the responsibility of the townhouse unit owners (this, however, shall not prohibit the Association from making such repairs in the event of willful failure of a unit owner to perform his or her obligation). In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

Section 2: Costs Subject to Assessments. In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become part of the assessment to which such lot is subject.

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ARTICLE VIIARCHITECTURAL CONTROL

SECTION 1: General. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 2: Patio Area. The patio area adjoining each townhouse unit shall be considered to be a part of the unit and shall be under the exclusive control and supervision of the unit owner. The Association shall not be obligated for maintenance or repair in this area except for exterior maintenance as hereinabove described.

ARTICLE VIIIUSE RESTRICTIONS

Section 1: Land Use and Building Type. No lot shall be used except for residential purposes.

Section 2: Nuisance. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3: Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets, not to exceed a total of two (2), only one of which may be a dog, may be kept or maintained provided that they are not kept or maintained for commercial purposes. Dogs must be leashed and accompanied by the owner while in the common areas. Owners of such pets shall remove same from the premises immediately when such emits excessive noise(i.e. barking,howling) or becomes a nuisance (i.e. scattering trash, disturbing trash cans or physical attacks on persons). Each owner is responsible for removing waste made by his or her pet as well as for damages caused by said pets.

Section 4: Outside Antennae. No outside radio or television antennae shall be erected on any Townhouse or Townhouse lot unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5: Garages. Garage doors must remain closed at all times except as is necessary to store or remove the personal property of the lot owner.

Section 6: Boats and Trailers and Vehicles. No boats or trailers shall be parked or stored on any lot or on any street, parking lot or other common areas of the properties. No vehicles shall be stored on the premises if inoperable and/or they do not display valid state license tags.

Section 7: Signs. No signs (including "for rent", "for sale", and other similar signs) or property identification signs shall be erected or maintained on any unit or any lot or common area and facilities except with prior written permission of the Board of Directors of the Homeowners' Association. Excluded from this restriction are signs installed by the general contractor, developer or listing real estate broker for the purpose of identifying new construction. In no case shall signs exceed 32 square feet in area.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on

recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

All lots and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, chimneys, if any, bay windows, if any, gutter and downspouts, misaligned common walls, foundation footings and walls. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the lots.

ARTICLE X

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded.

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Section 4: Annexation and Conveyances. Additional land described as follows may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument: See attached Schedule "A"

Except as herein provided, additional residential property and common area may be annexed to the properties with the consent of two-thirds(2/3) of each class members.

Section 5: FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6: Mortgagee Approval. First Federal Savings and Loan Association of Pitt County joins in the execution of these Declarations for the sole purpose of consenting thereto.

IN WITNESS WHEREOF, THE GATES DEVELOPMENT CO., the Declarant, has caused this instrument to be executed in its partnership name by its duly authorized General Partners, this the 17th day of April, 1987.

THE GATES DEVELOPMENT CO.
A North Carolina General Partnership

By: GUARANTY FINANCIAL SERVICES,
INCORPORATED
General Partner

By: Benny Gowan III
President

ATTEST: Richard H. Neale
Secretary

By: CHARTER BUILDERS OF GREENVILLE, INC
General Partner

By: Lee J. Ball
President

ATTEST: [Signature]
Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF PITT COUNTY

By: Benny Gowan III
President

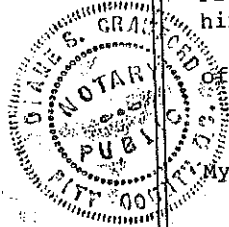
ATTEST: [Signature]
Secretary

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NORTH CAROLINA
PITT COUNTY

I, DIANE S. CRAWFORD, a Notary Public for said County and State, do hereby certify that KENNETH G. HITE personally appeared before me this day and acknowledged that he/she is _____ Secretary of GUARANTY FINANCIAL SERVICES, INCORPORATED, a corporation, and it being a general partner in THE GATES DEVELOPMENT CO., a North Carolina Partnership 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 him/herself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 17th day of April, 1987.



Diane S. Crawford
Notary Public

My commission expires: 11-9-91

NORTH CAROLINA
PITT COUNTY

I, Ann D. Creech, a Notary Public for said County and State, do hereby certify that Richard B. Lane personally appeared before me this day and acknowledged that he/she is _____ Secretary of CHARTER BUILDERS, INC., a corporation, and it being a general partner in THE GATES DEVELOPMENT CO., a North Carolina Partnership, 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 him/herself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 17 day of April, 1987.



Ann D. Creech
Notary Public

My commission expires: 2-4-92

NORTH CAROLINA
PITT COUNTY

I, Jersey Brunton, a Notary Public in and for the aforesaid County and State, do hereby certify that Ann D. Creech personally appeared before me this day and acknowledged that she is Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITT COUNTY, a 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, Barney B. Winters III, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 17th day of April, 1987.



Jersey Brunton
Notary Public

My Commission Expires: October 29 1991

NORTH CAROLINA: PITT COUNTY

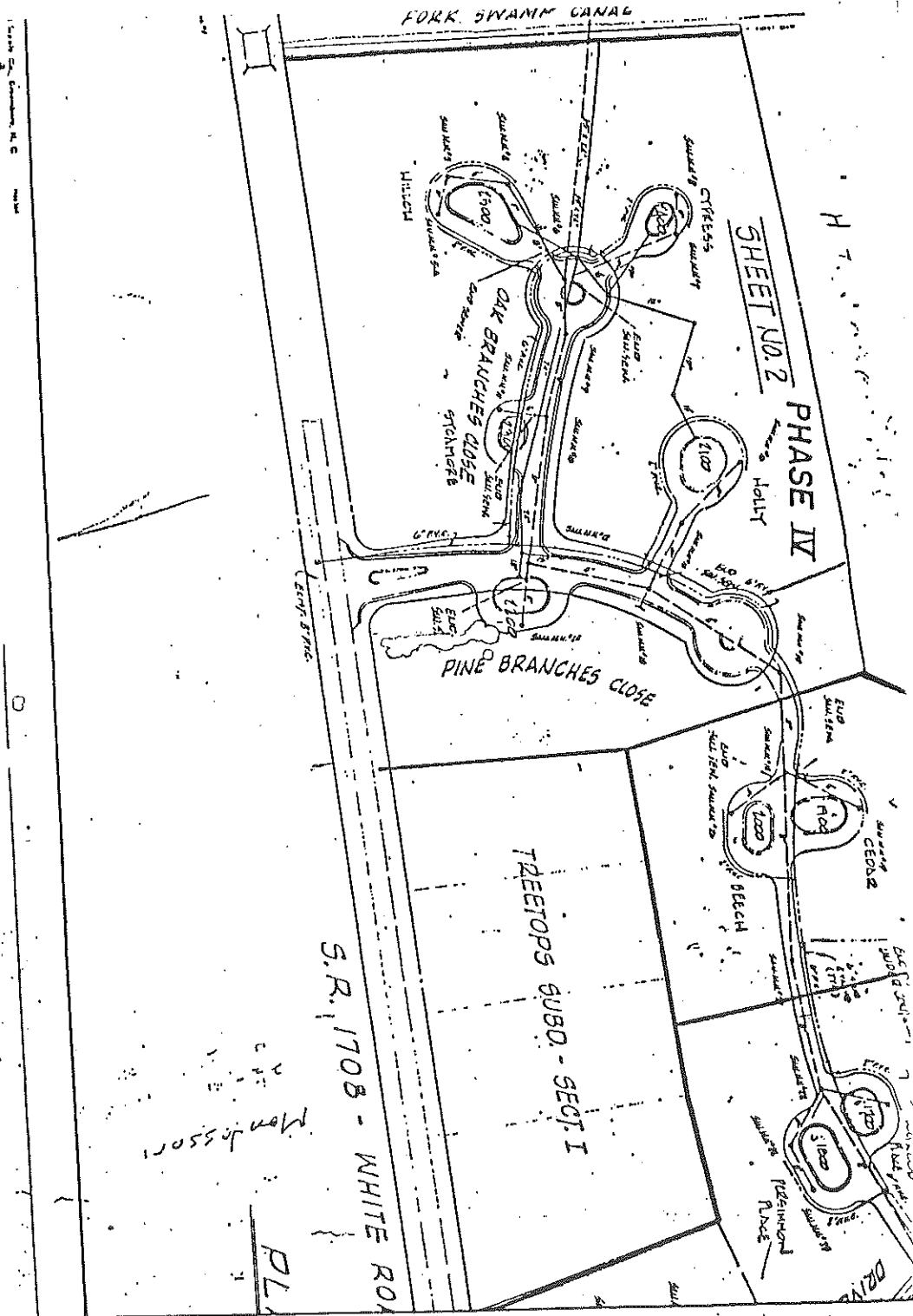
The foregoing certificates of Diane S. Crawford, Sue S. Creech, and Teresa Braxton, notaries public for Pitt County, North Carolina, are certified to be correct.

Filed for registration at 8:37 o'clock AM this 27th day of April, 1987.

Elvira T. Allred
ELVIRA T. ALLRED, REGISTER OF DEEDS

FIRST TRACT: Lying and being situate in Winterville Township, Pitt County, North Carolina, containing approximately 7.0 acres, and being generally bounded on the north by NCSR 1708, being generally bounded on the east by Fork Swamp Canal, being generally bounded on the south by the property of H. T. Chapin, Jr., and being generally bounded on the west by Pine Branches Close, as is shown on the map attached hereto as Exhibit B, reference to which is hereby made for a more accurate and complete description.

SECOND TRACT: Lying and being situate in Winterville Township, Pitt County, North Carolina and being generally bounded on the north by property, now or formerly, of H. T. Chapin, Jr., being generally bounded on the east by Fork Swamp Canal, being generally bounded on the south by property, now or formerly, of William H. Woolard, and being generally bounded on the west by property, now or formerly, of M. T. Frizell and BEGINNING AT A POINT which is located on the western bank of Fork Swamp Canal; said BEGINNING POINT being further located as measured from an existing iron pipe, the northwestern corner of Harry M. Dudley, et al., S 24-58-06 E, 219.55 feet and S 58-45 W, 181.1 feet, more or less, and running thence from said BEGINNING POINT with the northern property line of William H. Woolard, S 58-45 W, 981.18 feet, more or less, to a point, a corner; running thence N 24-00 W, 220.0 feet to an anchor, a corner; running thence with the southern property line of H. T. Chapin, Jr., N 58-45 E, 985.0 feet, more or less, to a point on the western bank of Fork Swamp Canal; running thence with the western bank of Fork Swamp Canal in a southeasterly direction, 220.0 feet, more or less, to the POINT OF BEGINNING and being the portion of land lying adjacent to and west of the western bank of Fork Swamp Canal as shown on survey for H. T. Chapin, Jr., dated January 2, 1980, and attached hereto as Exhibit C, reference to which is hereby made for more accurate and complete description.



M.T. FRIZZELL

H.T. CLAPP JR.

WATER (control)

N 50° 45' E ~ 1158.74

E 1 P. (control)

2.9 AC± CLEARED LAND

2.9 AC± CUT OVER WOODS LAND

CANAL

S 58° 45' W ~ 1102.28

E 1 P. (control)

HARRY M. DUDLEY ETAL

WILLIAM H. WOOLARD

FOR AND EASTERN PROPERTY, LINE SURVEYED
WAYNE ADAMS, R.L. 3, L-1556
WILLIAM H. WOOLARD DATED
MARCH 14, 1979.

CON 3 IRON STAKE



NORTH CAROLINA
PITT COUNTY
JAMES E. WHITE, JR. EAST TOWN
THIS WAS ISSUED BY THE STATE OF NORTH CAROLINA
BY MADE BY HIMSELF, JAMES E. WHITE, JR. 1979
AND THAT THE NEUTRALITY OF THE STATE
IN IS TRUE AND CORRECT ACCORDING TO THE
BEST KNOWLEDGE AND BELIEF...

[Signature]

SCALE 1"=100' DRAFT 20M

RIVERS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
GREENVILLE NORTH CAROLINA

SURVEY FOR
H.T. CLAPP JR.

LOCATED NEAR:
CAVANO'S CROSS ROAD
WINTERVILLE TWP. PITT. JC

STATE OF NORTH CAROLINA
COUNTY OF PITT

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
THE GATES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE GATES ("First Amendment") made and entered into by and among THE GATES DEVELOPMENT CO., a North Carolina general partnership; ALL OWNERS OF LOTS within the subdivision generally known as The Gates at Treetops whose names appear on the signatory pages attached to this First Amendment; and, ALL PROSPECTIVE PURCHASERS AND OWNERS OF LOTS within the subdivision generally known as The Gates at Treetops and property subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Book 128, at Page 478 in the office of the Register of Deeds of Pitt County, North Carolina;

W I T N E S S E T H:

WHEREAS, The Gates Development Co. caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions The Gates in Book 128, at Page 478 in the office of the Register of Deeds of Pitt County, North Carolina (the "Declaration"); and,

WHEREAS, Section 3 of ARTICLE X provides for amendment of the Declaration; and

WHEREAS, the parties hereto, constituting not less than ninety percent (90%) of the Lot Owners, desire to amend the Declaration as hereinafter set forth, and have executed this First Amendment in such fashion as to be recorded in the office of the Register of Deeds of Pitt County, North Carolina.

NOW, THEREFORE, the parties hereto, by the execution of this First Amendment, do hereby amend the Declaration by deleting Section 6 of ARTICLE IV of the Declaration and substituting a new Section 6, ARTICLE IV which shall be as follows:

Section 6: Rate of Assessments.

Except as provided in this Section 6, annual general assessments and special assessments shall be fixed at a uniform rate for all Lots.

No Lot shall be assessed annual general assessments until the first to occur of any one of the following events:

(i) Six (6) months following the date of recording of a plat in the office of the Register of Deeds of Pitt County of any permitted subdivision of a Lot;

(ii) Twelve (12) months following the date of the issuance of a building permit for the construction of improvements on a Lot; or,

(iii) The date of the issuance of a certificate of occupancy or similar permit which would allow the occupancy of improvements on a Lot.

Lots which are not assessed annual general assessments shall pay assessments in an amount which shall be the lesser of (i) twenty percent (20%) of the annual general assessment established by the Board of Directors of the Association, or (ii) the product obtained by multiplying the budgeted fixed operating costs of the Association for the current fiscal year of the Association times a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots within the Properties and subject to this Declaration. For purposes of determining assessments pursuant to this paragraph, budgeted fixed operating costs shall be the total general assessment levied by the Association for the current fiscal year less the costs and expenses allocated in the budget of the Association for:

(a) The maintenance of the exterior of improvements on Lots;

(b) Pest control expenses for improvements on the Lots;

(c) Any assessment paid by the Association to Treetops General Homeowners Association, Inc.; and

(d) Any cost and expense for irrigation of the Lots.

Except as specifically amended by this First Amendment, all provisions, terms, covenants, conditions and restrictions of the Declaration shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have caused this First Amendment to be executed under seal and in such form as to be legal and binding.

THE GATES DEVELOPMENT CO., a North Carolina General Partnership (SEAL)

By: GUARANTY FINANCIAL SERVICES, INCORPORATED, General Partner

By: [Signature] President

ATTEST:

[Signature] Secretary

By: CHARTER BUILDERS OF GREENVILLE, INC., General Partner

By: [Signature] President

[Signature] Secretary

BRANCH BANKING & TRUST COMPANY

By: [Signature] President

[Signature] Secretary

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Teresa Braxton, a Notary Public in and for said County and State, do hereby certify that Sue S. Creech personally came before me this day and acknowledged that he/she is Asst Secretary of GUARANTY FINANCIAL SERVICES, INCORPORATED, a corporation which is a General Partner in the general partnership of THE GATES DEVELOPMENT CO.; 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 himself/herself as its Asst. Secretary; that the act of the General Partner is the act of the general partnership; and that the typewritten word "SEAL" appearing beside the name of the general partnership has been adopted by the general partnership as its seal.

WITNESS my hand and notarial seal, this the 21st day of January, ~~XXXX~~ 1993



Teresa Braxton

Notary Public

Commission Expires:
October 29, 1996

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Mary L. Kraczon, a Notary Public in and for said County and State, do hereby certify that Richard Lane personally came before me this day and acknowledged that he/~~she~~ is Secretary of CHARTER BUILDERS OF GREENVILLE, INC., a corporation which is a General Partner in the general partnership of THE GATES DEVELOPMENT CO.; 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 himself/~~herself~~ as its Secretary; that the act of the General Partner is the act of the general partnership; and that the typewritten word "SEAL" appearing beside the name of the general partnership has been adopted by the general partnership as its seal.

WITNESS my hand and notarial seal, this the 11th day of
January, ~~1992~~ 1993

Mary L. Krach
Notary Public



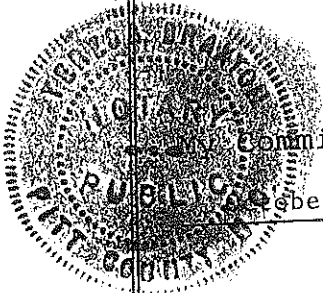
My Commission Expires: 11/28/95

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Teresa Braxton, a Notary
Public in and for said County and State, do hereby certify that on
the 21st day of January, ~~1992~~ 1993, before me personally
appeared Burney S. Warren, III with whom I am
personally acquainted, who, being by me duly sworn, says that
he/she is Sr. Vice President and that Sue S. Creech
is Secretary of BRANCH BANKING & TRUST COMPANY, the
corporation described in and which executed the foregoing
instrument; that he/she knows the common seal of said corporation;
that the seal affixed to the foregoing instrument is said common
seal; that the name of the corporation was subscribed thereto by
the said Sr. Vice President; that the said Sr. Vice President and
Secretary subscribed their names thereto and the said
common seal was affixed, all by authority of the Board of Directors
of said corporation; and that the said instrument is the act and
deed of said corporation.

WITNESS my hand and notarial seal, this the 21st day of
January, ~~1992~~ 1993

Teresa Braxton
Notary Public

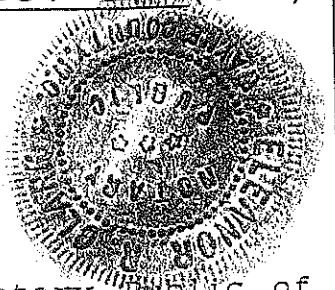


My Commission Expires:

September 29, 1996

(SEAL)

Kathleen H. Cline (SEAL)



Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF PITT

I, _____, a Notary Public of _____ County, North Carolina, certify that TOMMIE L. LITTLE, JR. personally appeared before me this day, and being duly sworn, stated that in his presence _____ (and) _____ acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 1992.

Notary Public

My Commission Expires:

STATE OF North Carolina
COUNTY OF Wayne

I, Kleance Clark, a Notary Public in and for said County and State, do hereby certify that Kathleen Cline (and) _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 21st day of April, 1992.

Kleance R. Clark
Notary Public

My Commission Expires:

6-1-96

Linda Jones Sturgeon (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

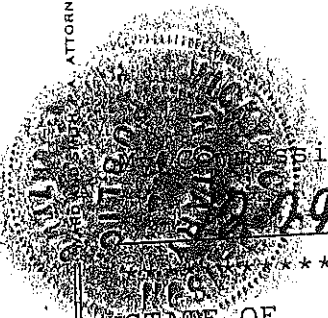
400 Georgetown Ct.
(SEAL)

STATE OF NC
COUNTY OF Pitt

I, Vickyl. Burson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Linda Jones Sturgeon
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 26 day of
April, ~~1992~~
1993.

Vickyl. Burson
Notary Public



My Commission Expires:

12/29/96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Rosemary Haddock Hubbard (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Rosemary Haddock Hubbard
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 21 day of
April, ~~1992~~
1993.

Vicky C. Benson
Notary Public

My Commission Expires:
7-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

[Signature] (SEAL)

Heidi Lane (SEAL)

Tommie Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Richard Lane
(and Heidi Lane) acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 16 day of
XXXX, 1993.

Vicky C. Benson
Notary Public

My Commission Expires:
12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Donald M. Wilkerson (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF NC
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Donald M. Wilkerson
acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 15th day of
XXXX, 1993.

Vicky C. Benson
Notary Public

My Commission Expires:

12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and)
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
____, 1992.

Notary Public

My Commission Expires:

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

V. J. B. B. B. (SEAL)

Betty Seadley (SEAL)

401 Georgetown Ct.

STATE OF N.C.
COUNTY OF Pitt

I, Licky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence William Seadley
(and) Betty Seadley acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 19 day of
April, 1993

Licky C. Benson
Notary Public

My Commission Expires:

12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

Michael Weaver (SEAL)

Christy Weaver (SEAL)

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Michael Weaver
(and) Christy Weaver acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of
Feb., ~~1993~~ 1993.

Vicky C. Benson
Notary Public

My Commission Expires:
12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Gail E Maddox (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Gail E. Maddox
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of
Feb. _____, ~~XXXX~~ 1993.

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Christopher Griffin (SEAL)

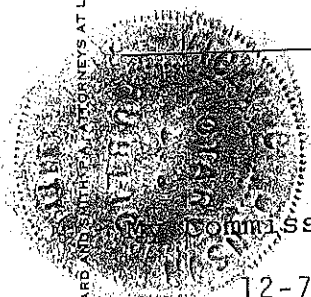
Kathy H. Griffin (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Christopher Griffin
(and) Kathy H. Griffin acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of
Feb., ~~1992~~ 1993



Vicky C. Benson
Notary Public

Commission Expires:
12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Donna N. Humphrey (SEAL)

____ (SEAL)

Tommie L. Little, Jr.

Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Donna Humphrey
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of
Feb. _____, ~~1992~~ 1993.

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Susan A. McGhee (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Susan A. McGhee
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of
Feb., ~~1992~~ 1993.

Vicky C. Benson
Notary Public

My Commission Expires:
12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Sandra L. Parks (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Subscribing Witness

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

STATE OF North Carolina
COUNTY OF Guilford

I, Betty T. Miller, a Notary Public in
and for said County and State, do hereby certify that
Sandra L. Parks (and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 29th day of
December, 1992.

Betty T. Miller
Notary Public

My Commission Expires:

February 22, 1997



Alfred Matthews (SEAL)

Nancy C Matthews (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF NC.
COUNTY OF Pitt

I, Vicky C Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day and being duly
sworn, stated that in his presence Alfred Matthews
(and) Nancy Matthews acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 21 day of
December, 1992.

Vicky C Benson
Notary Public

My Commission Expires:

12-31-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Laura A. Skubbs (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF
COUNTY OF

NC
Pitt

I, Vicky L. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Laura A. Skubbs
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 10 day of
March, ~~1992~~ 1993

Vicky L. Benson
Notary Public

My Commission Expires:

10-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Lou A. Benson

(SEAL)

Tommie L. Little, Jr.

Tommie L. Little, Jr.
Subscribing Witness

STATE OF NC
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Lou A. Benson
(and) Lou A. Benson acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 10 day of
March, 1992. 1993.

Vicky C. Benson
Notary Public

My Commission Expires:

12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Marion J. Ball (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Subscribing Witness

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence _____
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

STATE OF North Carolina
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public in
and for said County and State, do hereby certify that
Marion J. Ball (and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 18 day of
December, 1992.

My Commission Expires:



Vicky C. Benson
Notary Public

Lamie James L. Metzger (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF NC.
COUNTY OF Putt

I, Vicky C. Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Lamie James L. Metzger
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 16 day of
December, 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

8-20-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Lewis C. Gregory (SEAL)

Dorothy R. Gregory (SEAL)

Tommie L. Little, Jr.
Subscribing Witness

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, certify that TOMMIE L. LITTLE, JR. personally appeared before me this day, and being duly sworn, stated that in his presence _____ (and) _____ acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 1992.

Notary Public

My Commission Expires:

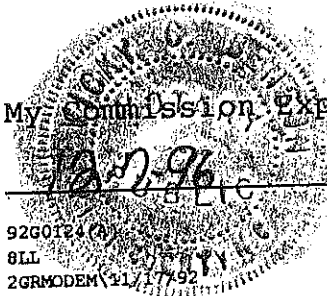
STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public in and for said County and State, do hereby certify that Lewis C. Gregory (and) Dorothy R. Gregory personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 15 day of Dec, 1992.

Vicky C. Benson
Notary Public

My Commission Expires:



Willie H. Hathaway (SEAL)
Rose G. Hathaway (SEAL)

Tommie L. Little, Jr.
Subscribing Witness

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence _____
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

STATE OF _____ N.C.
COUNTY OF _____ Pitt

I, Vicky C. Benson, a Notary Public in
and for said County and State, do hereby certify that
Willie H. Hathaway (and) Rose G. Hathaway
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of
Nov., 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

92G0124 (A)
8LL
2GRMODEN

Louise W. Snowden (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Subscribing Witness

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, certify that TOMMIE L. LITTLE, JR. personally appeared before me this day, and being duly sworn, stated that in his presence _____ (and) _____ acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 1992.

Notary Public

My Commission Expires:

STATE OF NC
COUNTY OF Per

I, Vicky C Benson, a Notary Public in and for said County and State, do hereby certify that Louise W. Snowden (and) _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 2 day of December, 1992.

Vicky C Benson
Notary Public

My Commission Expires:

12-31-96
926012700
ELL
26RMODEM

WARD AND SMITH, P.A., ATTORNEYS AT LAW

Cynthia M. Ellingson (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

____ (SEAL)

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Cynthia Ellingson
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
November, 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Tommie L. Little, Jr.

Tommie L. Little, Jr.
Subscribing Witness

John J. Mlynarski (SEAL)

Rita D. Mlynarski (SEAL)

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence John J. Mlynarski
(and) Rita D. Mlynarski acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
November, 1992.

Vicky C. Benson
Notary Public

My Commission Expires: 12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Betty L. Paxton (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Betty Paxton
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
Nov., 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Ethel C. Winchester (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

____ (SEAL)

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Ethel C. Winchester
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
November, 1992.

Vicky C. Benson
Notary Public

Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

William S Coffman (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence William S. Coffman
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
January, ~~1992~~ 1993

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
____, 1992.

Notary Public

My Commission Expires:

Rich Newell (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

____ (SEAL)

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
Pitt County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Rich Newell
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
January, ~~1992~~ 1993.



Vicky C. Benson
Notary Public

My Commission Expires:

12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Joy Nethercutt (SEAL)

____ (SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
_____ County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Joy Nethercutt
(and) _____ acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
November, 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

12-7-96

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

[Signature] (SEAL)

Deborah D. Higgins (SEAL)

[Signature]
Tommie L. Little, Jr.
Subscribing Witness

STATE OF N.C.
COUNTY OF Pitt

I, Vicky C. Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence GUY HIGGINS
(and) Deborah D. Higgins acknowledged the execution of
the foregoing instrument.

WITNESS my hand and official seal, this the 18 day of
November, 1992.

Vicky C. Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

Robert G. Brown (SEAL)
Robert G. Brown (SEAL)

Tommie L. Little, Jr.
 Tommie L. Little, Jr.
 Subscribing Witness

STATE OF NC
 COUNTY OF Put

I, Vicky C Benson, a Notary Public of
Put County, North Carolina, certify that TOMMIE L.
 LITTLE, JR. personally appeared before me this day, and being duly
 sworn, stated that in his presence Robert G. Brown
 (and) Robert G. Brown acknowledged the execution of
 the foregoing instrument.

April WITNESS my hand and official seal, this the 27 day of
1993

Vicky C Benson
 Notary Public

My Commission Expires:
12-1-96

STATE OF _____
 COUNTY OF _____

I, _____, a Notary Public in
 and for said County and State, do hereby certify that
 (and) _____
 personally appeared before me this day and acknowledged the due
 execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
 _____, 1992.

Notary Public

My Commission Expires:

[Signature] (SEAL)

(SEAL)

Tommie L. Little, Jr.
Tommie L. Little, Jr.
Subscribing Witness

STATE OF NC
COUNTY OF Pitt

Pitt I, Vicky C Benson, a Notary Public of
County, North Carolina, certify that TOMMIE L.
LITTLE, JR. personally appeared before me this day, and being duly
sworn, stated that in his presence Deborah Kinnear Diseno
(and) _____ acknowledged the execution of
the foregoing instrument.

April WITNESS my hand and official seal, this the 27 day of
_____, 1993

Vicky C Benson
Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in
and for said County and State, do hereby certify that
(and) _____
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of
_____, 1992.

Notary Public

My Commission Expires:

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Teresa Braxton, Mary L Kraczon,
Eleanor A Clark, Vicky C Benson, Betty T. Miller

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:30 o'clock P M. this 29
day of September 19 93.

ANNIE G. HOLDER, Register of Deeds

By [Signature]
Assistant Deputy Register of Deeds