

ADOPTED 5/2/00

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

BY

**NASH COUNTY BUSINESS DEVELOPMENT AUTHORITY
(Declarant)**

with respect to

NASHVILLE BUSINESS CENTER

TABLE OF CONTENTS

ARTICLE 1	1
CERTAIN DEFINITIONS	1
ARTICLE 2	3
GENERAL PURPOSES OF RESTRICTIONS.....	3
2.01. Purposes.....	3
ARTICLE 3	4
PROPERTY RIGHTS	4
3.01. Owner's Easements of Enjoyment.....	4
ARTICLE 4	4
REVIEW AND APPROVAL OF IMPROVEMENTS.....	4
4.01. Architectural Committee	4
4.02. Approval of Plans	4
4.03. Costs of Review	5
4.04. Certificates of Approval.....	5
4.05. Liability	5
4.06. No Deviation After Approval.....	5
4.07. Submissions.....	5
4.08. Variance	6
4.09. No Withdrawal of Approval	6
4.10. Existing Improvements.....	6
ARTICLE 5	6
ARCHITECTURAL AND DESIGN STANDARDS	6
5.01. General.....	6
5.02. Equipment.....	6
5.03. Roofs.....	7
5.04. Accessory Structures.....	7
5.05. Fencing.....	7
ARTICLE 6	7
BUILDING LINES	7
6.01. Building Lines.....	7
ARTICLE 7	7
PARKING AND LOADING.....	7
7.01. Parking.....	7
7.02. Loading Docks.....	7
7.03. Paving	8
7.04. Built Upon Area	8
7.05. Grading.....	8
ARTICLE 8	8
BUILDING CONSTRUCTION	8

8.01. Building Construction.....	8
8.02. Minimum Building Size.....	8
8.03. Building Coverage	8
ARTICLE 9	8
LANDSCAPING AND MAINTENANCE OF GROUNDS AND BUILDINGS.....	8
9.01. Landscaping Plans	8
9.02. Landscaping Outside of Building Lines; Screening of Parking and Loading Areas.....	9
9.03. Minimum Tree Planting	9
9.04. Preservation of Existing Trees.....	9
9.05. Maintenance of Landscaping	9
9.06. Maintenance of Clean Condition.....	9
9.07. Declarant's Right to Maintain	9
9.08. Drainage	9
ARTICLE 10	9
OUTSIDE STORAGE	9
10.01. Outside Storage; Screening.....	9
10.02. Trash Facilities	10
10.03. Bulk Storage of Liquids.....	10
ARTICLE 11	10
MINERALS	10
ARTICLE 12	10
EXTERIOR LIGHTING.....	10
12.01. General.....	10
12.02. Mounting Height	10
12.03. Building and Sign Floodlights.....	10
ARTICLE 13	10
SIGNS.....	10
13.01. Signs.	10
13.02. General.....	11
13.03. Identification Signs	11
13.04. Wall Mounted.....	11
13.05. Free Standing.....	11
13.06. Information Signs.....	11
13.07. Temporary Signs.....	11
13.7.1. Sale or Lease Signs	11
12.7.2. Future Facility Sign.....	12
12.7.3. Construction Signs	12
ARTICLE 14	12
PERMITTED AND PROHIBITED USES.....	12

ARTICLE 15	13
RIGHT TO REPURCHASE	13
ARTICLE 16	13
UTILITY CONNECTION.....	13
ARTICLE 17	13
SUBDIVISION	13
17.01. Minimum Lot Size	13
17.02. Approval by Architectural Committee	13
17.03. Subdivision by Declarant.....	14
17.04. Combination; Resubdivision by Declarant.....	14
ARTICLE 18	14
EASEMENTS	14
18.01. Utilities	14
18.02. Entrance Sign Easement Areas	14
ARTICLE 19	15
PRIVATE ROADS.....	15
ARTICLE 20	15
ASSIGNABILITY OF DECLARANT'S RIGHTS AND DUTIES.....	15
ARTICLE 21	15
ENFORCEMENT AND DURATION	15
21.01. Covenants Running With Land	15
21.02. Enforcement	15
21.03. Dedication	16
21.04. Priority	16
21.05. No Waiver	16
21.06. Duration.....	16
21.07. Amendments	17
21.08. Quorum	17
ARTICLE 22	17
MISCELLANEOUS	17
21.01. Notices.....	17
21.02. Consent	17
21.03. Paragraph Headings	18
21.04. Severability	18
21.05. Governing Law.....	18
22.06. Town of Nashville, Code of Ordinances.....	18

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made as of the ____ day of _____, 2000, by the Town of Nashville, a North Carolina municipality (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, this Declaration relates to the tracts of land situated in the Town of Nashville, Nash County, North Carolina, legally described as set forth in Exhibit A hereto (hereinafter referred to as the "Property") and also known as the Nashville Business Center; and

WHEREAS, this Declaration is being executed and recorded in order to facilitate the development of the Property as an integrated business development for office, manufacturing and distribution purposes, and to fix and establish certain covenants, conditions and restrictions upon and subject to which the Property, or any part thereof, shall be improved, held, leased, sold and/or conveyed; and

WHEREAS, the Declarant wishes to utilize the services of the Nash County Business Development Authority, a North Carolina Nonprofit Corporation (hereinafter called "BDA") to market and coordinate the development of the Nashville Business Center;

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby declares as follows:

ARTICLE 1 CERTAIN DEFINITIONS

1.01. The following terms shall, except where the context otherwise requires, have the respective meanings hereinafter specified:

"Architectural Committee" means the standing committee of the Nash County Business Development Authority as specified in Article 6 below, to approve the design, construction, operation, use, appearance and such other requirements as set forth herein, of all buildings, alterations, landscaping and other improvements to be erected on any Building Site.

"Building" shall mean any structure which (i) is permanently affixed to the land, (ii) has one or more floors and a roof, and (iii) is bounded by either an open area or the lot lines of a Building Site. A Building shall not include such structures as billboards, fences, or radio towers, or structures with interior surfaces not normally accessible for human use, such as tanks, smokestacks, or similar structures.

"Building Line" shall have the meaning given to such term in Section 8.01 hereof.

"Building Site" shall mean any tract, lot or portion or portions thereof, whether platted or not, within the Property which has been, will or can ultimately be developed by an Owner with a Building or Buildings and appurtenant Structures. Building Sites shall include not only the portion of the Property upon which any such Building is or could be constructed, but shall also include the

entire lot or portion of the Property owned by the applicable Owner. An Owner may own more than one Building Site for the purposes of this Declaration.

"Common Areas" shall include the following:

(a) Entrance Sign Easement Areas. The Declarant will be granted certain easements upon and to the Entrance Sign Easement Areas pursuant to Section 20.02 of this Declaration. The term "Entrance Sign Easement Areas" shall also include any and all other entrance sign easement areas hereinafter conveyed to and accepted by the Declarant .

(b) Utility Easements. The utility easements referred to in Section 20.01 of this Declaration.

"Declarant" shall mean the "Declarant" as defined on page 1 of this Declaration, or any legal successor thereto, or any person who shall succeed to its rights and obligations hereunder. The Declarant shall also include any person to which Declarant shall expressly assign its rights and obligations hereunder in accordance with Article 23.

"Entrance Sign Easement Areas" shall have the meaning ascribed to such term under the definition of "Common Areas".

"Floor Area" shall mean the aggregate area of all floors within all Buildings erected on any Building Site. Each floor shall be measured to the exterior side of each outside wall where such floor extends to an outside wall and shall be measured to the interior side of the supporting pillars or walls where such floor does not extend to an outside wall. The term "Floor Area" shall not include truck ramps or shipping or delivery areas situated outside any Building, improvement or other structure.

"Mortgage," with an initial capital letter, shall mean and refer to a mortgage, deed of trust, installment land sales contract and security agreement or other similar security interest instrument granting, creating or conveying a lien upon, a security interest in, or a security encumbered title to a Building Site.

"Mortgagee," with an initial capital letter, shall mean and refer to the holder of a Mortgage.

"Owner" shall mean the owner of any part of the Property, as shown on the records of the Register of Deeds, Nash County, North Carolina, as of the date of any action to be taken by such Owner under the provisions of this Declaration, and shall also mean and include any person designated in writing, whether in a lease or otherwise, by any such Owner to act in the manner provided herein with complete authority and in the place of such Owner in the matter for which action is taken.

"Person" shall mean an individual, corporation, trust, partnership or unincorporated organization.

"Plats" shall mean the plats, if any, of the Property which is described in Exhibit A hereto, and as may be amended from time to time and recorded in the Nash County Registry.

"Property" shall have the meaning ascribed to such term in the premises of this Declaration.

"Restrictions" shall mean the covenants, conditions, restrictions and other terms and provisions of this Declaration upon and subject to which the Property, or any part thereof, shall be improved, held, leased, sold and/or conveyed, all as hereinafter set forth.

"Sign" shall mean any writing (including letter, word, or numeral); pictorial representation (including illustration or declaration); emblem (including device, symbol or trademark); flag (including banner or pennant); or any other figure of similar character, which (i) is a Structure or any part thereof, or is attached to, painted on or in any other manner represented on a Building or other structure, (ii) is used to announce, direct attention to, or advertise, and (iii) is visible from outside a Building. A Sign shall include a writing, representation, or other figure of similar character within a Building only when illuminated and located in a window. The following shall not be deemed to be a Sign within the meaning, as hereinabove set forth: (i) signs of a duly constituted governmental body, including traffic or regulatory devices, legal notices or warnings; and (ii) small signs displayed for the direction or convenience of the public, including signs which identify restrooms, freight entrances or the like.

"Structure" shall mean any physical object temporarily or permanently affixed to the land, except grass, shrubbery, trees or other landscaping.

"Subsidiary" shall mean any corporation at least a majority of the outstanding voting stock of which shall at the time be owned by an Owner.

"Unavoidable Delays" shall mean strikes, lockouts, acts of God, casualty, boycotts, governmental restrictions, war, national emergency, inability to obtain labor or materials or other cause beyond the reasonable control of the Owners or any person claiming under such Owners; provided, however, lack of funds or financing shall not be deemed an Unavoidable Delay.

ARTICLE 2 GENERAL PURPOSES OF RESTRICTIONS

2.01. Purposes. The Property is hereby subjected to the Restrictions for the following purposes:

(a) To encourage development of the Property in a manner which is free from danger of fire, explosion, toxic and noxious matter and other hazards, and from offensive noise, vibration, smoke, dust, odorous matter and other objectionable influences.

(b) To protect the Property against congestion by limiting the bulk of Buildings in relation to the land around them and to one another, and providing for off-street parking and loading facilities.

(c) To promote the proper and most desirable use and development of the various parts of the Property in accordance with a well considered plan.

(d) To conserve the value of Building Sites and Buildings of Owners in the Property.

(e) To protect against construction on Building Sites of improvements which are of poor

design or quality and to encourage construction of improvements, utilizing good quality and attractive material and good architectural and planning standards, compatible with other improvements in the Property.

ARTICLE 3 PROPERTY RIGHTS

3.01. Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment and use in and to the entrance areas and entrance street right of way, subject to the provisions of this Declaration.

ARTICLE 4 REVIEW AND APPROVAL OF IMPROVEMENTS

4.01. Architectural Committee. The Architectural Committee shall be initially composed of three (3) persons appointed by the BDA who shall serve at the pleasure of the BDA. These three persons shall be members in good standing of the of the Nash County Business Development Authority. The Architectural Committee shall have full power to regulate all matters as have been delegated to the Architectural Committee in this Declaration. All decisions of the Architectural Committee shall be final and binding on any Owner. The Town of Nashville's review will occur at such time the plans are submitted for permitting. The Town may then require additions or corrections as required by their governing regulations.

4.02. Approval of Plans. No Building, Structure, or other improvement, including, without limitation, any signs, poles or towers, paved areas or fences, shall be erected, placed or altered on any Building Site unless and until the plans and specifications thereof, a site plan showing the location thereof on the particular Building Site, and a landscaping plan (collectively the "Plans"), shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall also be entitled to require the submissions set forth in Section 6.07 of this Article. The approval of such Plans shall be based upon the following standards: adequacy of site dimensions; adequacy of structural design; conformity and harmony of external design with neighboring Buildings, Structures and improvements and with other Buildings, Structures and improvements on the Property; the effect of the location and use of the proposed improvements upon neighboring Buildings, Structures and improvements and upon other Buildings, Structures and improvements on the Property, and the operations and uses thereof or conducted thereon; relation to topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper orientation of main elevations with respect to nearby streets; conformity of the Plans to the purpose and general plan and intent of this Declaration and with the Restrictions; and such other similar criteria as the Architectural Committee may reasonably deem necessary or advisable in order to effectuate the general plan and intent of this Declaration. The Architectural Committee shall not arbitrarily or unreasonably withhold or delay its approval of such Plans. In the event the Architectural Committee fails to approve or disapprove such Plans, in writing, within sixty (60) after the same have been submitted to the Architectural Committee, then such Plans shall be deemed to have been approved; provided, however, that lack of approval by the Architectural Committee shall not waive any express covenant contained herein. In the event of any disagreement on the question of suitability, the decision of the Architectural Committee shall be

final. This does include any improvements, changes, or alterations to the park planned by the Town of Nashville.

4.03. Costs of Review. The Owner or any other person having its Plans reviewed hereunder shall pay for all costs associated with review of its Plans by the Architectural Committee including any expense for architectural, engineering or attorneys' fees. Such sums shall be paid prior to final approval of the Plans. The Architectural Committee may adopt a schedule of reasonable fees for processing applications to the Architectural Committee. Such fees, if any, shall be payable to the Architectural Committee, in cash, at the time the applications are submitted to the Architectural Committee. In the event that the foregoing expenses and fees are not paid by the Owner, they shall become a lien of the Declarant on the Building Site as a Specific Assessment.

4.04. Certificates of Approval. Upon approval of Plans as set forth above, the Architectural Committee shall, upon the written request of an Owner, issue a certificate executed by the BDA stating that the Plans have been approved, and if the improvements are constructed in substantial accordance with such Plans, the Architectural Committee shall, upon the written request of an Owner, issue a final certificate of compliance as set forth in the next sentence. Upon final approval of any construction by the Architectural Committee, it shall, upon request of the Owner completing such construction, issue a certificate of compliance signed by the BDA stating that the construction was constructed in accordance with requirements of this Declaration.

4.05. Liability. The BDA, the Architectural Committee, the members of the Architectural Committee, the Declarant and their respective employees or agents shall not be liable in damages to anyone submitting Plans for approval or to anyone affected by this Declaration in connection with the exercise of the rights or duties under this Article or by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of the Plans. All persons who submit plans or specifications to the Architectural Committee for approval agree, by the submission of same, and every Owner of any Building Site agrees, by acquiring title thereto or an interest therein, that such Owner will not bring any action or suit against the BDA, the Architectural Committee, the members of the Architectural Committee, the Declarant or their respective employees or agents to recover damages arising from or in any way connected with this Declaration or the approval or failure to approve any Plans submitted. With regard to any Plans approved by the Architectural Committee, neither the Declarant nor any member of the Architectural Committee nor any Member of the BDA shall be responsible or liable in any way for any defects in any Plans nor for any structural defects in any work done according to such Plans, nor for the failure of the Plans to comply with any law.

4.06. No Deviation After Approval. After approval of the Plans by the Architectural Committee, no deviation therefrom shall be made during construction which would materially change the scope of the improvements and no changes in exterior quality or appearance of the improvements thereby contemplated shall be made, without prior written approval of the Architectural Committee.

4.07. Submissions. The Architectural Committee may require all or any part of the following information to be submitted to it in connection with the consideration by the Architectural Committee of any Plans, submittal or application:

- (a) Architectural plans and elevations for the proposed building or buildings, which shall

include outline specifications designating materials and mechanical, electrical and structural systems, and samples of external colors.

(b) A site plan showing the location and design of buildings, setback lines, easements, driveways, driveway intersections with streets, traffic engineering, parking areas, loading areas, maneuvering areas and sidewalks.

(c) A grading plan and planting plan, including screen walls and fences for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.

(d) A site plan showing utilities and utility easements.

(e) Plans for all Signs to be erected, including details of materials, location, design, size, color and lighting.

(f) A description of proposed use of the improvements including the estimated number of employees in sufficient detail to permit a determination (i) of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, radioactivity or liquid wastes that may be thereby created; and (ii) as to whether or not the proposed use complies with then existing zoning ordinances, the Restrictions, and other laws and governmental regulations applicable thereto.

(g) Any other information as may be reasonably requested by the Architectural Committee in order to insure compliance with the Restrictions.

4.08. Variance. The Architectural Committee shall have the right to approve a variance from the Restrictions resulting from an inadvertent error in surveying of lot lines, or unintentional mislocation of improvements on a Building Site, at the sole reasonable judgment of Architectural Committee; provided approval of such variance does not violate the spirit of the Restrictions and provided a review by the Town of Nashville finds no objections to approving the variance.

4.09. No Withdrawal of Approval. Once the Architectural Committee has approved Plans for a Building or other Structure and such Building or other Structure has been constructed in conformity with such Plans, the approval shall not be withdrawn and such Building or other Structure shall thereafter be deemed to be in compliance with these Restrictions as then in effect or thereafter amended.

4.10. Existing Improvements. The Buildings, Structures (including, without limitation, signs), and improvements which have been completed and exist on the Property as of the date of recording of this Declaration shall be deemed to have been approved by the Architectural Committee.

ARTICLE 5 ARCHITECTURAL AND DESIGN STANDARDS

5.01. General. A relatively wide variety of architectural design and materials shall be permitted. However, it is intended that a basic harmony of architecture shall prevail among all buildings and developments to that no building shall detract from the attractiveness of the overall development.

5.02. Equipment. All mechanical equipment, roof structures, and appurtenances shall be shielded or screened from view. Materials used for shielding or screening shall be harmonious with materials used in roof or side walls, subject to the approval of the Architectural Committee. All mechanical equipment or other structures installed upon the roof shall be screened from view by parapet walls.

5.03. Roofs. Sloped or gabled roofs shall be screened with a parapet on all sides.

5.04. Accessory Structures. Accessory structures, buildings and enclosures shall be of similar design and materials as the Building.

5.05. Fencing. Fencing for security reasons will be permitted. Fencing materials and design shall be approved by the Architectural Committee prior to construction. No fencing will be permitted that obstructs the view of the property.

ARTICLE 6 BUILDING LINES

6.01 Building Lines. Except as hereinafter provided, no Building shall at any time be erected on a Building Site nearer than 50 feet to the front boundary or any right-of-way of any public or private street adjoining the same or nearer than 50 feet from any side or rear boundary line of a Building site which is an exterior boundary line of the Property or nearer than 30 feet to any side boundary lines or rear boundary line of such Building Site that is not an exterior boundary line of the Property (the lines established by such setbacks are herein called a "Building Line"). The area between the property lines and Building Lines is to be used for landscaped area, lawns, driveways and walks in accordance with other provisions of this Declaration. With the written approval of the Architectural Committee, off-street parking may be permitted in the area between the property lines and Building lines provided that appropriate landscaping areas are maintained and further provided that no parking shall be permitted within 30 feet of property lines adjoining a public or private street, or within 20 feet of other property lines.

ARTICLE 7 PARKING AND LOADING

7.01. Parking. No parking of automobiles, trucks, or other vehicles will be permitted on any public or private streets in the Property, and it will be the responsibility of each Owner to provide at all times sufficient parking and loading facilities on its Building Site at least to the minimum standards set forth herein. Each Owner shall be responsible for compliance with the provisions of this Section by its employees, customers, visitors, invitees, and motor carriers serving the Building Site. Each Owner shall keep available and maintain on its Building Site paved areas, or land for future paved areas, at least as set forth below:

(a) 1 parking space per employee working on the two consecutive shifts with the greatest cumulative employment. (3 shift operation, 1st & 2nd Shift have 250 employees each, 3rd shift has 150 employees. Parking shall be created to accommodate the 250 employees working shift 1 & 2 plus spaces for the shift change between shifts 1 & 2. Parking for 500.)

(b) 1 parking space for every truck to be stored or stopped on the Building Site simultaneously.

7.02. Loading Docks. No loading dock shall be erected within any building line nor shall it front on any public street unless adequately screened by landscaping or other screening approved by the Architectural Committee pursuant to Article 6.

7.03. Paving. All portions of any Building Site used for driveways, parking areas and loading areas shall be paved with asphalt or concrete surface and shall be kept in a good condition and state of repair.

7.04. Built Upon Area. Total "built upon" area on a Building Site shall not exceed 75% of the total acreage. "Built upon" is defined as area covered with impervious surfaces including buildings, roadways, paved parking areas, truck aprons, sidewalks or materials other than soil or gravel.

7.05. Grading. All parking areas shall be graded to provide proper drainage with a minimum slope of one percent (1%) and a maximum slope of eight percent (8%).

ARTICLE 8 BUILDING CONSTRUCTION

8.01. Building Construction. All Buildings erected on an Owner's Building Site shall be of stone, brick, concrete (reinforced, precast or tilt up) or equivalent masonry construction, glass or a combination of these materials. The exterior of Buildings shall be finished with face brick, stucco, concrete (reinforced, precast or tiltup) stone, glass or other attractive surface not otherwise prohibited, as approved by the Architectural Committee pursuant to Article 6 of this Declaration. The use of any other materials shall be permitted only upon the Architectural Committee's prior written approval. Unfinished concrete exterior Building Walls and manufactured or prefabricated metal buildings are prohibited.

8.02. Minimum Building Size. All buildings constructed on a Building Site for permanent occupancy shall contain a minimum of 20,000 square feet. The Architectural Committee shall have the right to approve a minimal variance of not more than ten percent (10%) of the required square footage.

8.03. Building Coverage. No more than sixty percent (60%) of the total area of any Building Site may be covered with buildings and appurtenant structures.

ARTICLE 9 LANDSCAPING AND MAINTENANCE OF GROUNDS AND BUILDINGS

9.01. Landscaping Plans. All Building Sites upon which a Building is constructed shall be landscaped in accordance with a landscaping plan submitted to and approved by the Architectural Committee pursuant to Article 6. Landscaping plans shall be submitted to the Architectural Committee prior to commencement of any construction and all landscaping plans, once approved

by Architectural Committee, shall not be altered without the Architectural Committee's prior written approval. Landscaping plans shall include adequately defined information pertaining to areas to be landscaped and locations of planting materials. Landscaping pursuant to such landscaping plans approved by the Architectural Committee shall be installed within ninety (90) days after the occupancy or completion of a Building, whichever occurs first.

9.02. Landscaping Outside of Building Lines; Screening of Parking and Loading Areas. All areas between required Building Lines and property lines not used for drives, walks, parking, and loading areas must be attractively landscaped and maintained so as to create a landscape buffer along all property lines. It shall also be the responsibility of each Owner to landscape and maintain the area between such Owner's property lines and the paved area of all streets adjacent to the Building Site. All loading areas shall be adequately screened from adjacent roadways and/or Building Sites.

9.03. Minimum Tree Planting. On each Building Site, a minimum of one, two and one-half (2½) inch caliper hardwood or evergreen tree shall be planted for each 3,000 square feet of paved area. A minimum of five, one and one-half (1½) inch caliper hardwood or evergreen trees shall be planted per acre of land.

9.05. Maintenance of Landscaping. The landscape development having been installed, shall be maintained by the Owner or tenant of the Building Site in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, and removal of weeds from planted areas on the Owner's Building Site and public rights-of-way adjacent thereto. Maintenance of the landscaping development shall include replacement of all plant material included in the approved landscaping plan as well as the replacement of any trees originally provided by BDA in the public right-of-way adjacent to the Building Site.

9.06. Maintenance of Clean Condition; Compliance with Laws; Disposal of Trash. Each Owner and tenant shall keep its premises, Building, improvements and appurtenances in a safe, sightly, clean, and neat condition and shall comply with all governmental, health, and police requirements. Each Owner and tenant shall keep the Building Site free of rubbish and trash and shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

9.07. Declarant's Right to Maintain. In the event any Owner or tenant does not comply with the provisions of this Article, within 10 days after written notice by the Declarant, the Declarant and its representatives or employees shall have the right to enter on such Building Site and perform the work specified in such notice and the Owner or tenant, each having liability therefor, shall pay the cost thereof within thirty (30) days following demand. If the cost of such work is not paid after such demand is made therefor upon such Owner or tenant, it shall become a lien on such Building Site as a Specific Assessment.

9.08. Drainage. Where storm water drainage is not piped, it shall be passed through drainage ditches which shall be constructed and maintained by the Owner at his expense along the course of its Building Site, and such drainage ditches shall comply with all rules, regulations and requirements of the governmental authority(ies) having jurisdiction.

ARTICLE 10 OUTSIDE STORAGE

10.01. Outside Storage; Screening. No outside storage of any type, including but not limited to materials, supplies, equipment, finished or semi-finished products, raw materials or articles of any nature shall be stored or permitted to remain on any Building Site outside of the Building or Buildings constructed thereon, without the prior written approval of the Architectural Committee pursuant to Article 6. No permitted outdoor storage shall be allowed between the building lines and property lines. Any permitted storage shall be screened from view from any roads fronting or adjacent to the Building Site in accordance with the terms of the Architectural Committee's approval and shall be permitted only in accordance with the terms of the Architectural Committee's approval. All equipment and facilities for bulk storage of liquids, plastics, petroleum products, fuels, water or refuse or similar materials shall be considered outdoor storage.

10.02. Trash Facilities. Facilities for storage of waste and rubbish shall be maintained in closed metal containers of a type approved by the Architectural Committee in writing and in locations approved by the Architectural Committee in writing. All such facilities for storage shall be kept in a clean and sanitary condition.

10.03. Bulk Storage of Liquids. The bulk storage of any liquids on the outside of Buildings shall be permitted only in locations and in a manner as may be approved in writing by the Architectural Committee.

ARTICLE 11 MINERALS

11.01. No oil or gas drilling, oil development, mining or quarrying operations of any kind shall be permitted upon the Property, or any part thereof, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property or any part thereof without prior written approval of the Board.

ARTICLE 12 EXTERIOR LIGHTING

12.01. General. All exterior lighting systems shall use either high pressure sodium or metal-halide lamps. The maximum average illumination shall be 5 foot candles. All lighting systems shall be designed to not provide significant illumination beyond the parcel on which it is placed. All electric circuitry shall be installed underground.

12.02. Mounting Height. The maximum permitted mounting height for any lighting fixture shall be 40 feet. Fixtures designed to illuminate pedestrian walkways shall have a maximum mounting height of 20 feet.

12.03. Building and Sign Floodlights. Building and sign floodlighting shall be permitted utilizing wall mounted or set-back methods provided fixtures incorporate either high pressure sodium or metal-halide lamps for illumination.

Building and sign floodlighting shall be so installed and aimed so that glare shall not be present which may hinder vehicular or pedestrian traffic, nor may glare be permitted which shall present a hindrance to operations at the Building Site itself and/or any adjacent Building Sites.

ARTICLE 13 SIGNS

13.01. Signs. No Sign shall be erected, placed or otherwise installed upon a Building Site or affixed to a Building, Structure, or other improvement erected on a Building Site until the plans for such sign shall have been approved in writing by the Architectural Committee. All Signs, whether or not included or excluded from the definition of such term in Article I hereof (except such Signs as may be wholly within a Building and not visible from outside thereof) shall be identification signs as distinguished from promotional signs or billboards, and shall comply with the general purposes of this Declaration as set forth in Article 2 hereof. Product or service replicas or models shall be prohibited unless they are for identification purposes as distinguished from promotional purposes, and shall comply with the general purposes of this Declaration as set forth in Article 2 hereof. The Declarant (on behalf of and at the expense of an Owner) shall be permitted to erect a reasonable number of signs for the purpose of identifying the Property and advertising the availability of Buildings and Building Sites therein.

13.02. General. The Architectural Committee shall review all signage plans for satisfactory compliance with the intent and purposes and shall grant either written approval or disapproval of same within 30 days of submittal.

13.2.1. Signs shall relate only to organizations, goods, services or activities on the Building Site upon which the sign is located. No billboards or outdoor advertising relating to off-site goods, services, activities or establishments shall be permitted.

13.2.2. No moving signs or flashing signs or roof top signs shall be permitted.

13.2.3. All signage on a Building Site or project shall be uniform in appearance and design. Signage should be uniform in materials, color scheme, lettering style, proportions, lighting, and other characteristics.

13.03. Identification Signs. Identification signs may contain only the name, business product, or service of the occupant, and may include the occupant's logo.

13.04. Wall Mounted. A single sign is permitted on the front of the principal building or on a side wall if clearly visible from the street. A wall mounted identification sign shall cover no more than 10% of the area of the building elevation, building side, or architectural element on which it is placed. Wall mounted signs shall not project more than 12 inches from the wall surface and shall not project above the eave line.

13.05. Free Standing. One free standing identification sign per Building Site shall be permitted. Freestanding signs shall be not less than 20 feet from any boundary line. Freestanding signs are permitted within the building lines established in Article 8 hereof. Freestanding signs may be single-sided or double-sided, but no sign face may exceed 72 square feet in surface area or

12 feet in height. A special use permit may be requested for a freestanding sign up to 100 feet tall.

13.06. Information Signs. Information signs may be erected to direct traffic or pedestrian movements or to give warnings of restricted areas or hazards. The number of informational signs should be limited to the smallest number possible to convey the intended information. Informational signs on a Building Site should also be uniform in appearance and design and be no more than three square feet in area.

13.07. Temporary Signs. Signs of a temporary nature are not permitted.

13.7.1. Sale or Lease Signs. Signs advertising a parcel or building for sale or for lease are allowed. Sale or lease signs shall be limited to one sign per Building Site, but such signs may be single or double faced. Sale or lease signs may not exceed 72 square feet per sign face and cannot exceed 12 feet in height.

13.7.2. Future Facility Signs. One sign shall be permitted per Building Site stating information concerning planned construction of a future facility but may not be erected more than four months in advance of planned construction. Future signs may be single or double faced, but may not exceed 100 square feet per face.

13.7.3. Construction Signs may not exceed 72 square feet per sign face and cannot exceed 12 feet in height.

(a) Upon commencement of construction, one sign may be erected in addition to the Future.

(b) Facility sign which may identify architects, engineers, contractors, financing sources, and other establishments providing services for development or construction.

(b) Construction signs may contain several structural elements identifying various establishments providing services, or may be composed of a single element. In either case, construction signs must present a neat and unified appearance.

(c) Construction signs may be single-faced or double-faced, but shall be limited to 100 square feet per face. If several elements are mounted together to compose a construction sign, the measurement of area shall be made by measuring the outer perimeter of the combined elements.

(d) All construction signs shall be removed within 10 days of award of a certificate of occupancy for the facility(ies) being constructed.

ARTICLE 14 PERMITTED AND PROHIBITED USES

14.01. The Property shall be used only for industrial, assembly, fabrication, manufacturing, office, warehousing, wholesale, distribution, laboratories or research and development activities. No noxious, offensive or illegal trade or activity shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance as a result of

excessive emission of odors, fumes, smoke, dust, gases, vibration, liquid or solid waste, or noise. The following uses shall not be permitted:

- (a) Residential Use or Retail Establishments;
- (b) Agriculture or related use;
- (c) Processing or slaughter of livestock, swine, poultry or other animals;
- (d) Leather goods manufacture, tanning or curing;
- (e) Storage or processing of fuels as a principal use;
- (f) Metal product manufacture involving foundry, blast furnace or drop forge;
- (g) Outdoor storage, fabrication or handling of any machinery or parts;

ARTICLE 15 RIGHT TO REPURCHASE

15.01. If (i) after the expiration of one year from the date of conveyance of any Building Site within the Property (the "Conveyance Date"), any Owner (or anyone claiming under such Owner) shall not have begun in good faith (subject, however, to Unavoidable Delays) the construction of an acceptable and approved Building upon such Building Site for a use permitted hereunder, or (ii) the Owner, after commencement of construction as provided in paragraph (i), shall fail to thereafter prosecute such construction with diligence, in strict compliance with the provisions hereof, Declarant may within a two-year period after the Conveyance Date, at its option, require such Owner to reconvey the Building Site to Declarant, free and clear from all liens, charges, encumbrances, tenancies and other such title exceptions except those in existence at the time of such original conveyance. The repurchase price shall be the original price paid for such Building Site. Such right to repurchase shall be an additional material consideration to Declarant for the conveyance of any Building Site. A notice of such right to repurchase or an agreement with respect to such right may be included in contracts for sale or in deeds by which Declarant conveys title, but the failure in any particular transaction so to include either the notice or the agreement or both shall not deprive Declarant of such right without specific recitation to such effect in such contracts and deeds. The right to repurchase set forth in this Section 17.01 with respect to any Building Site shall be subordinate to the lien of any Mortgage that is of record as an encumbrance against such Building Site.

ARTICLE 16 UTILITY CONNECTION

16.01. All public utility connections and installations of wires and conduits to Buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any Building but the same shall be placed on or below the surface of the land, and where

placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to prior written approval of the Architectural Committee pursuant to Article 6.

ARTICLE 17 SUBDIVISION

17.01. Minimum Lot Size. All Building Sites shall contain a minimum of five (5) acres of land.

17.02. Approval by Architectural Committee. Except as provided in Section 19.03 and 19.04 below, no Building Site shall be subdivided nor shall any portion be separately sold, leased or rented nor shall separate Building Sites be combined, until a plan for such proposed subdivision or separate sale, leasing or renting or combination, shall have been submitted to and approved in writing by the Architectural Committee. The approval by the Architectural Committee shall be based upon the standards and procedures set forth in Article 6 of this Declaration; provided, however, that the Architectural Committee shall not approve any subdivision or combination which would violate the minimum lot sizes or other requirements set forth in Section 19.01 above and resubdivision or combination in violation of setback, open space or other requirements shall be prohibited. The approval by the Architectural Committee of subdivision or combinations of property owned by Declarant as provided in Sections 19.03 and 19.04 below shall not be required; provided that in no event shall a building site be less than five (5) acres.

17.03. Subdivision by Declarant. The Property owned or purchased by Declarant may be subdivided by Declarant into individual Building Sites, each containing a minimum of five (5) acres of land.

17.04. Combination; Resubdivision by Declarant. Building Sites owned by Declarant may be combined and resubdivided provided all Building Sites as referred to in Article 19.03 above resulting from such combination and resubdivision contain a minimum of five (5) acre, exclusive of street right-of-way. Parcels of less than one (1) acre may be conveyed to the owner of a contiguous tract provided no parcel shall remain containing less than five (5) acre.

Resubdivision resulting in a violation of setback or other requirements contained herein is prohibited.

ARTICLE 18 EASEMENTS

18.01. Utilities. In addition to easements and rights-of-way in existence at the time of the conveyance by Declarant of any Building Site, non-exclusive easements and rights-of-way are reserved in favor of the Declarant, in, over and under a strip of land ten (10) feet in width along all rear and side parcel lines for utility easements to be utilized by the Declarant for the installation, maintenance, repair and replacement of such utilities (including, without limitation, electricity, gas, telephone, cable TV, water, sewer and drainage) as may be necessary, appropriate or desirable for the development of the Property and the servicing of Building Sites within the Property. The

execution of formal easements, as and when such utility easements shall be deemed by the Declarant to be appropriate, shall be entirely at the discretion of the Declarant, and the Declarant shall have the right to execute any such easement agreements without the joint execution or the consent of the Owner of any Building Site affected. For such purposes, the non-exclusive use of all or any part of such easements and rights-of-way may be granted or conveyed by the Declarant to any person, firm, governmental, unit or agency or corporation furnishing any such services. In the event that (a) an Owner shall be the Owner of adjoining Building Sites or (b) a subdivision or combination has been effected in accordance with Article 19 of an Owner's Building Site(s), such Owner shall have the right, at its sole cost and expense, to relocate the easements reserved under this paragraph to another location upon such Owner's Building Site(s) provided that such relocated easement provides substantially the same services as the original easement and utility services to other portions of the Property are not interrupted. The Declarant shall, upon satisfaction of the conditions and requirements set forth in the preceding sentence, execute such instruments or documents that may be necessary or desirable to relocate such utility easements at the Owner's expense. Nothing contained in this Section 20.01 shall place any obligation upon the Declarant for the installation, maintenance, repair or replacement of utilities within the easement areas reserved under this Section unless the Declarant expressly assumes such obligation

18.02. Entrance Sign Easement Areas. All other Owners hereby grant and convey to the Declarant, its successors and assigns, permanent nonexclusive easement and right of way over and under the Entrance Sign Easement Areas for the purposes of (a) the use of the Entrance Sign Easement Areas for the placement of such signs therein as may be approved by the BDA and Town of Nashville from time to time, (b) constructing, maintaining, repairing, replacing and improving signs and landscaping within the Entrance Sign Easement Areas.

ARTICLE 19 PRIVATE ROADS

19.01. The Owners of Building Sites shall have an easement for ingress and egress for themselves, their tenants, agents, employees, representatives, invitees and assigns over such private roads, and there shall be no public rights of any kind therein until such road is dedicated to the public use and accepted by the appropriate authority. It is the intent of Declarant to dedicate said private roads for public use, approval and maintenance, but Owners shall only have an easement for ingress and egress until such time as the road is dedicated to and accepted for public use by the appropriate authority.

ARTICLE 20 ASSIGNABILITY OF DECLARANT'S RIGHTS AND DUTIES

20.01. Declarant may assign any or all of its rights, powers and reservations as Declarant hereunder to any person or entity which owns or controls a substantial part of the Property or in connection with a sale or transfer by Declarant to any person or entity of substantially all of Declarant's remaining Property. Where such person or entity evidences its consent in writing to accept such assignments and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are imposed upon Declarant hereunder and Declarant shall be relieved thereof. The term "Declarant" as used herein includes all such assignees, and their heirs, successors and assigns.

ARTICLE 21 ENFORCEMENT AND DURATION

21.01. Covenants Running With Land. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of Declarant, and the now and future Owners of every part of the lands now or hereafter covered by the provisions hereof, shall create mutual, equitable servitudes upon each Building Site in favor of every other such Building Site; and shall create reciprocal rights and obligations between and among Declarant, the BDA and the respective Owners and tenants of all Building Sites and privily of contract and estate between Declarant, the BDA and all Owners of said Building Sites, their heirs, successors and assigns.

21.02. Enforcement. These conditions, covenants, restrictions and reservations may be enforced as herein provided by Declarant, any Owner, or any tenant with approval of the Owner of the Building Site of which the tenant occupies in whole or in part, and violation of any condition, covenant, restriction or reservation herein contained shall give to Declarant, and to the Owners or any of them, the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause such violation to be remedied, or to recover damages resulting from any such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to Declarant, and the Owners. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the reasonable attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

21.03. Dedication. It is understood that from time to time Declarant or other Owners may dedicate portions of the Property to various governmental bodies or to public utilities, to be used as public streets, utility corridors, or similar purposes essential to the use and development of the Property. So long as any of the foregoing are dedicated for the purposes as set forth above, and are used and maintained for such purposes, they shall be automatically released from this Declaration. In the event, however, that any of the foregoing dedications are vacated or if they are no longer used or maintained for the purposes for which they were dedicated, they shall thereupon automatically come under the terms and provisions of this Declaration.

21.04. Priority. All Restrictions and other provisions herein contained shall be deemed prior and superior to all Mortgages or Deeds of Trust now or hereafter executed upon land subject to this Declaration, and to all leases covering part or all of any Building Site; provided, however, the violation of these restrictions shall not defeat nor render invalid the lien of any Mortgage for Deeds of Trust made in good faith and for value, nor the leasehold estate of any tenant except to the extent otherwise expressly provided in its lease. If any portion of the land is sold under foreclosure of any Mortgage or Deed of Trust, any purchaser at such sale, and his successors and assigns, shall hold any and all of such properties purchased subject to all of the restrictions and other provisions hereof as fully as if he were an original party to this Declaration.

21.05. No Waiver. The failure of Declarant or any Owner to take action to enforce the provisions hereof or to enjoin their violation shall in no event be deemed a waiver of its right subsequently to do so, nor shall it be deemed a waiver of any subsequent default or of the continuation of any existing default.

21.06. Duration. These Restrictions shall run with and bind the land and shall be binding upon and shall inure to the benefit of the Declarant, the BDA and each Owner, their respective legal representatives, heirs, successors and assigns and parties and all persons claiming under or through Declarant or any Owner until January 1, 2025, at which time the Restrictions shall be automatically extended for successive periods of ten years; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period or during the last year of any subsequent ten (10) year renewal period three-fourths (3/4) of the property owner's votes are cast in favor of terminating this Declaration at the end of its then current term subject to the requirements set forth in Section 21.08 below. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each property owner at least thirty (30) days in advance of said meeting. In the event that the Owners vote to terminate this Declaration, the Declarant shall execute a certificate which shall set forth the resolution of termination adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum of the property owners, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be made of record and may be relied upon for the correctness of the facts contained herein as they relate to the termination of this Declaration.

21.07. Amendments.

(a) The procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the current property owners and the Declarant at a duly called meeting of the same and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment subject to the requirements set forth in Section 21.08 below. Notice shall be given each current property owner and the Declarant at least thirty (30) days but not more than sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the current property owners and the Declarant as set forth above, the Declarant shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Nash County Registry.

(b) Amendments by current property owners and the Declarant to this Declaration shall be subject to the following additional limitations:

(i) If any other provisions of this Declaration expressly prohibit or place limitations upon an amendment to this Declaration, then such provisions shall control over the provisions of

this Section 21.07;

(ii) Any provisions of this Declaration expressly providing for approval of the applicable action by more than a simple majority of the votes cast at a meeting may not be amended to reduce the number of votes required for such action without the consent of all owners.

21.08. Quorum. The quorum required for any action authorized to be taken at such meeting under Section 21.06 or 21.07 shall be as follows: At the first meeting of current property owners and the Declarant in any year called to take action under such sections, the presence at the meeting of the current property owners and the Declarant or proxies entitled to cast fifty-one percent (51%) of the Outstanding Votes of the current property owners and the Declarant shall constitute a quorum; if the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such second meeting shall be the presence of current property owners and the Declarant or proxies entitled to cast twenty-five percent (25%) of the Outstanding Votes.

ARTICLE 22 MISCELLANEOUS

22.01. Notices. All notices, consents, approvals or other communications (herein called Notices) required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, addressed as follows:

If to Declarant:	Town of Nashville Washington Street Nashville, North Carolina 27856
If to BDA:	Nash County Business Development Authority 427 Falls Road Rocky Mount, North Carolina 27804
If to any Owner:	at the address specified in the deed from Declarant to the Owner owning the Building Site in question.

Declarant or any Owner may change the address to which Notices are to be sent by delivering notice of such address change to the Declarant in the manner herein before provided. The Declarant may change the address to which notices are to be sent by delivering notice of such address change to the BDA or the Owners. Notices shall be deemed given on the date of the registration or certification thereof. The Declarant shall not be bound by any change in record ownership of any Building Site until it has been given notice of such change in ownership and the address of such owner in the manner herein provided for the giving of Notices.

22.02. Consent. Every person who now or hereafter owns or acquires any rights, title, estate

or interest to any portion of the property covered hereby is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

22.03. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

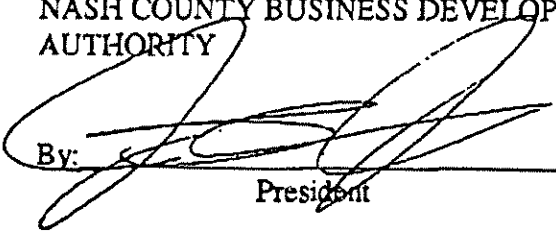
22.04. Severability. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from the other without qualification.

22.05. Governing Law. This Agreement and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws.

22.06. In the case of any conflict between these restrictions and the Code of Ordinances of the Town of Nashville, the Town Code will control.

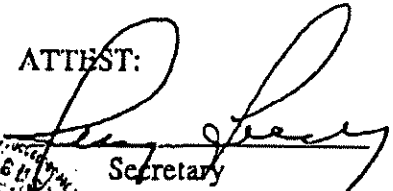
EXHIBIT A

BEING Lots Numbers 1, 2, 3, 4 and 5 as shown on map or plat entitled "Property of Nashville Business Center, Nashville Township, Nash County, North Carolina" dated January 13, 2000, by Chamblee & Strickland, Land Surveying, a plat of which is recorded in Plat Book 28, Page 107, Nash County Registry, and the same is incorporated herein as a part of this description.

NASH COUNTY BUSINESS DEVELOPMENT
AUTHORITYBy: 

President

ATTEST:


Secretary

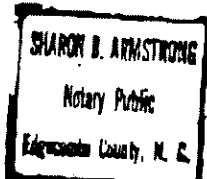
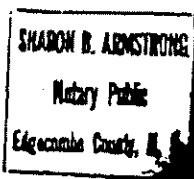
(CORPORATE SEAL)



I, Sharon B. Armstrong, a Notary Public, do hereby certify that Jerry Leedy personally appeared before me and acknowledged that he is Secretary of the NASH COUNTY BUSINESS DEVELOPMENT AUTHORITY, 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, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and notarial seal, this 25th day of May, 2000.
Notary PublicMy Commission Expires: 8-17-03

(SEAL)

EAC
54-

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed under seal as of the date first above written.

TOWN OF NASHVILLE

By: Warren Evans
Mayor

ATTEST:

Susan M. Perkins
Town Clerk



NORTH CAROLINA

NASH COUNTY

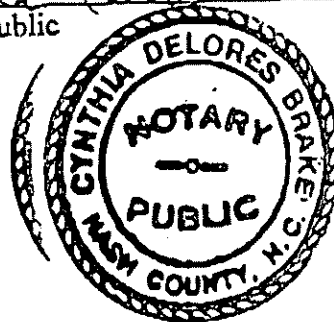
I, Cynthia Delores Brake, a Notary Public of the aforesaid county and state, do hereby certify that that Susan M. Perkins personally appeared before me and acknowledged that she is Clerk of the Town of Nashville, a body politic, and that by authority duly given by its Town Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal or stamp this 1 day of August, 2000.

Cynthia Delores Brake
Notary Public

My Commission Expires:

2/28/2001



NORTH CAROLINA-NASH COUNTY

The foregoing certificate is of Cynthia Delores Brake
Barbara W. Sasser Notary (ies) Public is

(are) certified to be correct. This instrument was presented for registration and recorded in this office on Book 1734 Page 577 at 10:00 o'clock A M.
This 1 day of August 2000

BARBARA W. SASSER, REGISTER OF DEEDS

Barbara W. Sasser
Notary Public Register of Deeds

... 1721 ... 6M

56.00

Rac